

Annex No. 3

Draft contract

(Conduct reference: PRC_03_2024)

Agreement No.

for general contracting

concluded on in Lublin

between:

Lublin Branch of the District Polish Red Cross Lublin

street Puchacz 6, 20-323 Lublin, NIP 7120160508, REGON 00702373100510

hereinafter referred to as the **"Ordering Party"** ,

represented by:

Mr. Maciej Budka - Director of the Lublin District Branch of the Polish Red Cross

Ms. Barbara Chabza-Wieliczko – Chief Accountant of the Lublin District Branch of the Polish Red Cross

and

**when the contractor is a commercial company:*

a company under the name "..." with its registered office in ... (*enter **only** the name of the city/town*) , ul., (*enter address*) , entered into the Register of Entrepreneurs of the National Court Register under the KRS number ... - in accordance with the printout from the Central Information of the National Court Register, constituting an annex to the contract, NIP, REGON, hereinafter referred to as **the "Contractor"** , represented by ¹/represented by ... acting on the basis of a power of attorney constituting an annex to the contract ²,

**when the contractor is a natural person running a business :*

Mrs./Mr. ..., with an identity card series and number ..., PESEL ..., residing at the address ..., running a business under the name "..." with its registered office in ... (*enter **only** the name of the city/town*) , ul. (*enter address*) , – in accordance with the printout from the Central Registration and Information on Economic Activity, constituting an annex to the contract, NIP, REGON, hereinafter referred to as **"Contractor"** , represented by ... acting on the basis of a power of attorney constituting an annex to the contract ³, jointly hereinafter referred to as **the "Parties"** , with the following content:

Declarations of the Parties

1. The Parties declare that this agreement, hereinafter referred to as the "agreement", was concluded as a result of awarding an order in an open tender .
2. The contract award procedure is not subject to the applicable Polish Public Procurement Law (Journal of Laws of 2019, item 1843, as amended).

¹If a person(s) acting as a body (member of a body) or a proxy of the company acts when concluding the contract.

²If the company's representative acts when concluding the contract.

³If the person's representative acts when concluding the contract.

§ 1

Subject of the contract

1. The Ordering Party orders and the Contractor accepts an investment task called: **"Reconstruction and renovation of the building of the Lublin District Branch of the Polish Red Cross at ul. Bursaki 17 in Lublin, plot No. 50/3" part**
2. The scope of work includes:
 - a) Construction and demolition work;
 - b) Construction of sanitary and electrical installations

In accordance with the building permit and design documentation/bills of quantities.

3. List of building area:
 - usable area 3057.77 m²
 - volume 15,542 m³.
4. The detailed scope and method of performing construction works are determined by:
 - 1) specification of essential terms of the order, constituting Annex No. 1 to the contract,
 - 2) design documentation, constituting Annex No. 2 to the contract,
 - 3) submitted offer, constituting Annex No. 3 to the contract,
 - 4) material and financial schedule referred to in § 2 section 2 contracts.
5. In the event of discrepancies between the construction design, the Technical Specification for the Execution and Acceptance of Construction Works and the bill of quantities, the provisions according to the following hierarchy of documents are binding:
 - 1) construction design,
 - 2) technical specification for the execution and acceptance of construction works,
 - 3) bill of quantities.

The bills of quantities attached to the tender specifications are of an auxiliary nature. The contractor is obliged to carefully check the number of works against the design documentation. Due to the fact that the works contract is a lump sum contract, in the event of a larger number of works occurring during the works, any item in the bill of quantities cannot be considered as additional works with a demand for additional remuneration. Any lack of settlement elements for the work necessary to be performed resulting from the design documentation in the bill of quantities or in the table template does not release the contractor from the obligation to perform them on the basis of the design at the contract price.

6. All works performed and materials delivered will be consistent with the design documentation and detailed technical specifications for the execution and acceptance of works (SSTWiOR). If the materials or works are not fully compliant with the design documentation or SSTWiOR and this results in unsatisfactory quality of the building element, such materials will be replaced with other ones, and the building elements will be dismantled and rebuilt at the Contractor's expense. The contractor should immediately notify the Investor Supervision Inspector of any errors detected in the design documentation, who, in consultation with the designer, will decide to introduce appropriate changes and corrections.
7. The subject of the contract should be performed in accordance with the design documentation, SSTWiOR and applicable legal regulations, construction practice, technical

knowledge, the contract concluded with the Ordering Party, and the arrangements with the Ordering Party made during the implementation of the subject matter of the contract.

8. The Contractor declares that he is familiar with the subject of the contract based on the design documentation, technical specifications for the execution and acceptance of construction works, is familiar with the conditions of carrying out the works and does not raise any objections regarding the subject matter of the contract and the conditions of contract implementation. During the implementation of the subject of this agreement, the Contractor is obliged to make part of the construction site available to another entity carrying out additional construction works in parallel with the order covered by this agreement - if necessary.

§ 2

Completion dates

1. The contractor is obliged to complete the order by **For the date of fulfillment** by the Contractor of the obligation arising from this Agreement, the Contractor's notification of completion of construction works and readiness to submit the final acceptance report to the Ordering Party.
2. The contractor , **within 7 business days from the date of signing the contract**, submits a **material and financial schedule to the Ordering Party for approval** .
3. The schedule referred to in section 2 must obtain the written acceptance of the Ordering Party. The Ordering Party will approve or submit comments to the schedule within 3 business days from the date of submission of the schedule by the Contractor. **The Contractor is bound by the Ordering Party's comments and reservations.**
4. The contractor is obliged, within 2 business days from the date of receipt of the comments and reservations referred to in section 3, to adapt the material and financial schedule to the Ordering Party's instructions. If the contractor fails to adapt the schedule to the ordering party's comments, the parties hereby agree that the schedule applicable to the contractor will be the schedule taking into account the ordering party's comments and reservations referred to in section 3.
5. The schedule should include an indication of the material and financial scope of the works planned to be performed.
6. In justified cases, the contracting authority provides for the possibility of changing the schedule at the request of the contractor or the ordering party, by shifting the works planned in a given stage to an earlier or later stage. Such a change requires written acceptance by both parties to the contract and will be treated as an immaterial change to the contract.
7. **Before concluding the contract, the contractor submitted an auxiliary cost estimate indicating the method of calculating the lump sum price.**

§ 3

Remuneration

1. For the proper performance of the subject of the contract, the Ordering Party will pay the Contractor remuneration in the amount of: PLN
net
plus due VAT in the amount of PLN
The total gross remuneration amounts to PLN
(in words:),
2. The remuneration referred to in section 1 is **a lump sum remuneration that is not subject to change during the duration of the contract in the scope of works covered by the project and includes all costs related to the performance of the contract.** As part of the lump sum remuneration, the Contractor is obliged to perform with due diligence all construction works **included in the project** and activities necessary for the complete implementation of the subject of the contract resulting from the design documentation, including bearing the risk of estimating all costs related to the implementation of the subject of the contract, as well as the impacts other factors that have or may have an impact on costs.
3. The basis for determining the price referred to in section 1, is the design documentation and the quantities of works resulting from this documentation. The bill of quantities is of an auxiliary nature as described in §1 section 4 of this agreement
4. Underestimation, omission and failure to recognize the scope of the subject matter of the contract cannot be the basis for changing the lump sum remuneration referred to in section 1.

§ 4

Obligations of the parties

1. **The obligations of the Ordering Party include:**
 - 1) providing design documentation, a copy of the building permit or work notification and the construction log,
 - 2) protocol handover of the construction site to the Contractor for the duration of the execution of the subject of the order within **14 days** from the date of conclusion of the contract, with the participation of the Supervision Inspector,
 - 3) indication of points or possibilities of utility collection for construction and facilities purposes,
 - 4) ensuring investor supervision until the date of acceptance of construction works constituting the subject of the contract,
 - 5) participating in meetings convened by the Contractor,
 - 6) acceptance of the subject of the contract and payment of the agreed remuneration.
2. **The Contractor's responsibilities include:**
 - 1) execution of the subject of the order in accordance with the specification of essential terms of the order, design documentation, the Contractor's offer, material and financial schedule, principles of technical knowledge, construction practice, and other applicable legal provisions and safety conditions,
 - 2) providing own transport and securing, as part of the remuneration referred to in § 3, materials necessary to implement the subject of the contract,

- 3) protection of the property of the facilities and the construction site from the date of transfer referred to in section 1 point 2,
- 4) use of the construction site provided by the Ordering Party and the works carried out in accordance with applicable regulations, in particular fencing and marking the zone of construction works with information signs indicating the type of risk, and ensuring the technical condition and correctness of marking throughout the duration of the task,
- 5) supervision and compliance with occupational health and safety and fire protection regulations,
- 6) immediately notifying the Supervision Inspector about:
- a) execution of disappearing works,
 - b) any circumstances revealed during the works that may affect the condition of the building,
- 7) keeping the Ordering Party informed about the need to perform the subject of the order in a manner different from the agreed one within 2 days from the date of finding such necessity,
- 8) paying fees for:
- a) electricity consumption for the construction and facilities, according to the meter readings,
 - b) water consumption for construction and facilities purposes, according to meter readings,
- 9) covering costs related to the equipment and organization of facilities for construction purposes,
- 10) repair of damage to the underground and above-ground utility networks and structures located in the immediate vicinity of the construction site, for which the Contractor is responsible,
- 11) participating in all meetings convened by the Ordering Party regarding the implementation of the subject of the contract,
- 12) conducting systematic cleaning works during the implementation of works,
- 13) tidying up the site after the works have been completed no later than the date of final acceptance of the completed works,
- 14) after the completion of construction works, the Contractor will restore the elements not included in the scope of the subject of the order to the condition before the commencement of construction works,
- 15) storing dismantled devices and materials in a place indicated by the Ordering Party or the Supervision Inspector,
- 16) securing dismantled materials and devices in a way that does not pose a threat to the life and health of employees and third parties,
- 17) reporting the completion of works for acceptance,
- 18) applying to the Supervision Inspector for approval of materials and devices, however, in the case of applying for the use of materials and devices equivalent or not described in the design documentation, approval will require consultation with the Ordering Party and/or the Project Manager and/or Designer.

- 19) performing additional tests of materials or works that raise the Supervision Inspector's doubts as to their quality.
 - 20) providing certificates, technical approvals, certificates and attestations for materials and devices built by the Contractor,
 - 21) providing workshop documentation, if necessary for the implementation of the subject of the order,
 - 22) performing an as-built surveying inventory,
 - 23) preparation of documents for final acceptance,
 - 24) removal of faults and defects found during the execution of works and disclosed during the warranty and guarantee period,
 - 25) carrying out construction works with particular care, compliance with occupational health and safety and fire protection regulations, respect for property, in accordance with the principles of construction practice and applicable requirements of construction law,
 - 26) tidying up the construction site every day after the works are completed,
 - 27) maintaining the proper functioning of the marking and security of the construction site, as well as during the work - securing and preventing access to the construction site by unauthorized persons, and securing pedestrian traffic in the danger zone,
 - 28) handover of the subject of the order to the ordering party after completion of construction works,
 - 29) submitting to the Ordering Party a draft subcontract, the subject of which is construction works, as well as a draft of its amendment, and a certified true copy of the concluded subcontract, the subject of which is construction works, and its amendments,
 - 30) submitting to the Ordering Party a certified copy of the concluded subcontracting agreements, the subject of which are supplies or services, and their changes,
 - 31) taking into account the guidelines of the Ordering Party and the Supervision Inspector,
 - 32) transfer of copyrights to all works created in connection with the performance of the subject matter of the contract to the extent specified in this contract.
3. The contractor is a waste producer within the meaning of the provisions of the Waste Act of December 14, 2012. During the execution of the order, the Contractor is obliged to first recover construction waste (concrete waste, construction rubble and others), and if it is impossible for technological reasons or unjustified for ecological or economic reasons, the Contractor is obliged to transfer the resulting waste for neutralization .
 4. All materials originating from the works carried out as part of the investment in question, requiring export by the Contractor, unsuitable for re-use, originating from demolition works, will be in the possession of the Contractor, subject to the approval of the ordering party.
 5. The Contractor is obliged to segregate waste generated during demolition works at the place of its generation and store it selectively until it is removed from the demolition site.
 6. The Contractor is obliged to agree with the Ordering Party how to use recycled materials.

7. The Contractor is obliged to cooperate with the Employer's representatives during the implementation of the works.
8. The Contractor undertakes to organize the works in a way that does not expose users of the facilities and third parties to dangers and nuisance resulting from the works carried out, making it impossible to conduct current activities, while taking special precautions.
9. All construction, installation and demolition works must be carried out with particular care, compliance with occupational health and safety and fire protection regulations, respect for property, in accordance with the principles of construction practice and the applicable requirements of construction law.
10. Until the date of the commission's final acceptance of the works, the construction site remains in the possession of the Contractor.
11. The Ordering Party does not envisage handing over the construction site to the Contractor.

§ 5

Settlement of the subject of the contract

1. Settlement of works with the Contractor will be regulated by:
 - 1) partial invoices issued for work performed at the end of each month
 - 2) final invoice
2. The sum of remuneration based on partial invoices and the final invoice cannot be higher than the remuneration indicated in § 3 section 1 of the contract. The sum of remuneration resulting from partial invoices cannot be higher than 80% of the contractor's remuneration.
3. Partial invoices will be issued for the scope of works performed at given stages in accordance with the schedule referred to in § 2 section 2 contracts.
4. When issuing a VAT invoice for a given settlement period (month), the Contractor will include an amount equivalent to 100% of the value of the work performed during this period, confirmed by the partial acceptance protocol referred to in § 6 of the contract.
5. Payment of invoices will be made **within 30 days** from the date of their receipt by the Ordering Party along with a set of documents:
 - 1) payment of partial invoices will be made on the basis of partial **acceptance reports for works** performed in the settlement periods, which will be accompanied by summaries of the values of works performed in these periods in accordance with the schedule referred to in § 2 section 2 of the contract and the documents indicated in section 6.
 - 2) payment of the final invoice will be made on the basis of **the final work acceptance report**, which will be accompanied by a summary of the value of the works performed in the last settlement period in accordance with the schedule referred to in § 2 section 2 of the contract and the documents indicated in section 6.
6. Invoices issued by the Contractor will be accompanied by a list of receivables for all subcontractors or further subcontractors with the subcontractors' declaration on repayment of the contractor's obligations arising from the concluded subcontracting agreements in the scope of works covered by a given contractor's invoice and a photocopy of the VAT invoice issued by the subcontractor and a photocopy of the proof of payment of the invoice confirmed for compliance. with the original by the contractor.

7. The deadlines referred to in section 5 will begin to run if the following conditions occur jointly:
- 1) submitting to the Ordering Party declarations of all subcontractors or further subcontractors to whom the Ordering Party and the Contractor are jointly and severally liable that all mutual financial obligations related to the construction works performed, which are the subject of subcontracting agreements, or related to the services and deliveries which are the subject of subcontracting agreements, have been paid by the Contractor together with a copy of the VAT invoice issued by the subcontractor and a copy of the proof of payment of the invoice confirmed by the contractor as a true copy of the original - in the scope of works covered by a given contractor's invoice,
 - 2) submitting to the Ordering Party by the Contractor in a tabular form a list of receivables together with information on their repayment to all subcontractors or further subcontractors for completed construction works, which are the subject of subcontracting agreements, or services and deliveries, which are the subject of subcontracting agreements in the scope of works covered by a given contractor's invoice.
8. Declarations of subcontractors or further subcontractors referred to in section 7 should correspond in form and content to the declarations constituting annexes to this agreement.
9. The remuneration due to the Contractor will be transferred to his bank account indicated in the invoice, subject to section 10
10. The condition for transferring the full amount of remuneration to the Contractor is the submission to the Ordering Party of declarations of subcontractors or further subcontractors to whom the Ordering Party is jointly and severally liable under the terms set out in the Civil Code, stating that all receivables towards them have been settled by the Contractor, including invoiced receivables due after the payment date. towards the Contractor.
11. The Ordering Party will make direct payment of the due remuneration due to a subcontractor or further subcontractor who has concluded a subcontract agreement approved by the Ordering Party, the subject of which is construction works, or who has concluded a subcontract submitted to the Ordering Party, the subject matter of which is supplies or services, in the event of evasion of the obligation payment by the Contractor, subcontractor or further subcontractor, respectively.
12. The remuneration referred to in section 11, applies only to receivables arising after the Ordering Party has accepted the subcontract, the subject of which is construction works, or after the submission to the Ordering Party of a certified true copy of the subcontract, the subject of which is supplies or services.
13. Direct payment referred to in section 11, covers only the remuneration due, without interest, payable to the subcontractor or further subcontractor.
14. Before making direct payment, the Contractor will be informed by the Ordering Party in writing about:

- 1) intention to make direct payment of the due remuneration due to a subcontractor or further subcontractor who has concluded a subcontract, approved by the Ordering Party, the subject of which is construction works, or who has concluded a subcontract submitted to the Ordering Party, the subject of which is supplies or services, in the event of evasion of the obligation payment by the Contractor, subcontractor or further subcontractor, respectively,
 - 2) the possibility for the Contractor to submit, within 7 days from the date of receipt of the information referred to in point 1, written comments regarding the validity of direct payment of remuneration to the subcontractor or further subcontractor referred to in section 9.
15. If the Contractor submits the comments referred to in section 14 point 2, within 7 days from the date of receipt of the information referred to in section 14 point 2, the Ordering Party may:
- 1) fail to make a direct payment of the subcontractor's or further subcontractor's remuneration if the contractor demonstrates that such payment is unjustified, or
 - 2) deposit in a court deposit the amount needed to cover the remuneration of a subcontractor or further subcontractor if there is a fundamental doubt by the ordering party as to the amount of payment due or the entity to which the payment is due, or
 - 3) make direct payment of the subcontractor's or further subcontractor's remuneration, if the subcontractor or further subcontractor proves that such payment is justified.
16. In the event of direct payment to a subcontractor or further subcontractor referred to in section 11, the Ordering Party will deduct the amount of remuneration paid to the subcontractor or further subcontractor from the remuneration due to the Contractor.
17. The deadline for payment of the subcontractor's or further subcontractor's remuneration referred to in section 15 point 3, is 30 days from the expiry of the deadline referred to in section 11 point 2.
18. The Ordering Party authorizes the Contractor to issue VAT invoices to:
Lublin District Branch of the Polish Red Cross Lublin,
street Puchacza 6, 20-323 Lublin,
(Tax Identification Number: 7120160508) .
19. The Ordering Party reserves the right to question any part of the invoiced amount if it is found to be incorrect or requires additional verification.
20. cost estimate referred to in § 2 section 7, **indicates the method of calculating the lump sum remuneration (taking into account all industries covered by the subject of the contract)** with a specification of the price components used in the offer cost estimate.
21. The prices of works in the cost estimate attached to the contract will not be subject to indexation due to inflation.
22. The cost estimate referred to in section 20, should be made detailed in accordance with the regulation of the Minister of Infrastructure of May 18, 2004 on determining the methods and basis for preparing an investor's cost estimate, calculating the planned costs of design works and the planned costs of construction works specified in the functional and utility program.

23. The cost estimate constitutes an integral part of the contract and will, in particular, be the basis for determining the settlement rates:
- 1) abandoned or unperformed works, including in the event of withdrawal from the contract;
 - 2) additional works ordered in an annex.
24. If the prices of additional works specified in section 2 3 point 2) were not included in the cost estimate referred to in section 21, the following rules will apply to settlement:
- 1) additional works will be settled based on cost estimates prepared by the Contractor using the detailed method, prepared on the basis of the bill of quantities confirmed by the Supervision Inspector and according to the initial data for cost estimation (Man-hour rate, Material purchase costs (Kz), Indirect costs from R+S (Kp) , Profit from R+S+Kp), as in the cost estimate referred to in section 20
 - 2) material prices will be accepted according to the Contractor's cost estimate referred to in section 20, and in the absence thereof, according to the average prices without purchase costs from the Sekocenbud publishing house from the period of execution of the works +% of the Kz as above, and in the absence of the above-mentioned prices in the Sekocenbud publishing house, the price will be taken from the purchase invoice (price after the discount, if any invoice) + Kz as above
 - 3) Equipment prices will be accepted in accordance with the Contractor's offer cost estimate referred to in section 20, in the absence thereof, according to the average labor prices of equipment from the Sekocenbud publishing house for the period of the works performed + % of Kp and % of Profit as above, and in the absence of the above-mentioned prices in the Sekocenbud publishing house, the price will be taken from the rental invoice. No surcharges (neither Kp nor Profit) will be added to the equipment prices included in the rental invoice.
 - 4) For the valuation of works, the detailed method should be used in the order as stated: KNR, KNNR and own calculations
25. Any additional works, i.e. not covered by the design documentation at all, will be carried out as a result of amending the contract. The above does not apply to works included in any part of the general or detailed design but not included in the bill of quantities, as well as to works provided for in the project, the execution of which will prove to be necessary to a larger extent than the designed quantity - which are covered by a lump sum risk.
26. Commencement of the works referred to in section 25 may only take place on the basis of a necessity report confirmed by the Supervision Inspector and the Ordering Party himself and by concluding an appropriate amendment to the contract. Without the approval of the necessity protocol by the Ordering Party and the conclusion of an appropriate amendment to the contract, the Contractor cannot start performing additional works.
27. Only work necessary for safety or failure prevention purposes may be performed without the prior consent of the Ordering Party.
28. A protocol of necessity drawn up by the Parties, containing the scope of works, will constitute the basis for concluding an annex to the contract. Work not included in the necessity report is not subject to payment.

29. All pricing components adopted by the Contractor for the valuation of the offer constituting the subject of the contract are constant and are not subject to changes during the term of the contract and will be used to price additional orders that may occur during the execution of the contract. The contractor is obliged to perform additional orders while maintaining the same norms, standards and technical parameters as in the basic order.

§ 6

Acceptance of works

1. The parties agree that the following types of work acceptance will be used:
 - 1) **acceptance of disappearing and covered works** (disappearing or covered works must be entered in the construction log by the construction manager, after being checked by the Supervision Inspector, or a report of disappearing works will be prepared for this occasion) - *they do not constitute the basis for issuing a VAT invoice* ,
 - 2) **partial acceptances** (acceptances of work stages) made after the end of settlement periods, which are the basis for issuing partial invoices
 - 3) **final acceptance** which is the basis for issuing the final invoice,
2. The basis for the Contractor's notification of readiness for partial and final acceptance will be the actual performance of the works, confirmed in the Construction Log with an entry made by the construction manager and confirmed by the Investor's Supervision Inspector.
3. Together with the notification for final acceptance The Contractor will provide the Ordering Party with the following documents in three copies (provided that the construction log is to be submitted in the original and a copy):
 - a) log building,
 - b) as-built documentation (including geodetic), described and completed,
 - c) required documents, reports and certificates from tests and inspections carried out, instructions for use, warranty documents and other documents required by applicable regulations,
 - d) Statement of the construction/works manager on the completion of construction works and execution of works in accordance with construction practice, applicable regulations and standards,
 - e) documents (e.g. approvals, certificates, declarations of conformity) confirming that built-in construction products comply with Art. 10 of the Construction Law (described and stamped by the Works Manager and the supervision inspector),
 - f) other documents confirming proper performance of the subject of the order,
 - g) a warranty card including the provisions included in the template constituting Annex No. 3 to the contract, to the content of which the Ordering Party reserves the right to submit comments which the Contractor will be obliged to take into account,
 - h) fire protection instructions, building use instructions, including device operating instructions and technical and operational documentation, etc.
 - i) other documents required in the Technical Specification for the Execution and Acceptance of Construction Works.
4. Notification of readiness for collection is effective only if the complete set of documents specified in section 3.

5. The Ordering Party will appoint and commence partial acceptance, final technical acceptance and final acceptance within **7 business days** from the date of effective notification of readiness for acceptance.
6. The Ordering Party is obliged to carry out or refuse to carry out partial acceptance, final technical acceptance and final acceptance within **7 working days** from the date of commencement of such acceptance.

§ 7

Defects upon receipt

1. If defects are found during acceptance, the Ordering Party has the following rights:
 - 1) if the defects are removable, the Ordering Party may refuse acceptance until the defects are removed or collect the subject of the order setting a date for their removal under penalty of payment of a contractual penalty for each day of delay in their removal in the amount of PLN 2,000.00.
 - 2) if the defects cannot be removed, the Ordering Party may:
 - a) reduce the remuneration if the defects do not prevent the use of the accepted item in accordance with its intended purpose,
 - b) withdraw from the contract or demand re-performance of the subject of the order if the defects prevent the use of the subject of the order in accordance with its intended purpose.
2. If the Contractor refuses to remove the defects, the defects will be removed as part of substitute performance at his expense.

§ 8

Subcontractors

1. The contractor undertakes - in accordance with the declaration included in the offer, which constitutes an integral part of this contract - to perform the subject of the order using its own forces, with the exception of works in the scope of:
 - 1)
 - 2)
 - 3)which will be performed with the participation of a subcontractor(s).⁴
2. The contractor, subcontractor or further subcontractor of the order intending to conclude a subcontract, the subject of which is construction works, is obliged, during the execution of the order, to submit to the Ordering Party a draft of this contract, and the subcontractor or further subcontractor is obliged to attach the Contractor's consent to conclude a subcontract for content consistent with the draft contract.
3. The ordering party has the right to submit a written objection to the submitted draft subcontract for construction works within 14 days if at least one of the cases described below occurs:
 - 1) the deadline for payment of the subcontractor's or further subcontractor's remuneration provided for in the subcontract is longer than 30 days from the date

⁴If the content of the Contractor's offer indicates that the Contractor intends to entrust individual parts of the order to a subcontractor(s).

- of delivery to the Contractor, subcontractor or further subcontractor of an invoice or bill confirming the performance of the delivery, service or construction work commissioned to the subcontractor or further subcontractor,
- 2) the deadline for the execution of the subcontract agreement exceeds the deadline for the execution of the order indicated in § 2 or the deadline resulting from the schedule referred to in § 2 of the contract,
 - 3) the subcontracting agreement contains provisions making payment to the subcontractor dependent on the acceptance of the works by the Ordering Party or on the payment of the Contractor's receivables by the Ordering Party,
 - 4) the subcontracting agreement does not contain regulations regarding concluding contracts for construction works, supplies or services with further subcontractors, in particular provisions conditioning the signing of these contracts on their acceptance and consent of the Contractor,
 - 5) the subcontracting agreement does not include the amount of the subcontractor's remuneration,
 - 6) the material and financial schedule attached to the subcontracting agreement is inconsistent with the material and financial schedule referred to in § 2 section 2,
 - 7) the subcontracting agreement does not contain an employment clause that meets the requirements referred to in § 13 of the agreement.
 - 8) the amounts of remuneration provided for subcontractors exceed the amount of the contractor's remuneration resulting from this contract.
4. Failure to submit written objections to the submitted draft subcontract , the subject of which is construction works, within the deadline specified in section 3, shall be deemed to be the acceptance of the draft contract by the Ordering Party.
 5. The contractor, subcontractor or further subcontractor of the order shall submit to the Ordering Party a copy of the concluded subcontract, the subject of which is construction works, certified (by itself) within 7 days from the date of its conclusion.
 6. The ordering party has the right to submit a written objection to the submitted subcontract, the subject of which is construction works, within 7 days, in the cases referred to in section 3.
 7. Failure to submit a written objection to the submitted subcontract, the subject of which is construction works, within the deadline specified in section 6, shall be deemed to be the acceptance of the contract by the Ordering Party.
 8. The contractor, subcontractor or further subcontractor of a construction works contract shall submit to the Ordering Party a certified true copy of the concluded subcontract, the subject of which is supplies or services, within 7 days from the date of its conclusion, with the exception of subcontracts with a value less than 0, 5% of the remuneration referred to in § 3 section 1
 9. Exclusions referred to in section 8, also do not apply to subcontracting agreements with a value exceeding PLN 50,000.00 gross.

10. In the case referred to in paragraph. 8, if the contract and subcontracting require changes, the Ordering Party will inform the Contractor about this and request him to change this contract within no more than 3 days from the date of receipt of the information.
11. All subcontracting agreements must be in writing.
12. The provisions contained in section 2-11 shall apply accordingly to the conclusion of subcontracting agreements with further subcontractors.
13. The provisions contained in section 2-11 shall apply accordingly to changes to subcontracting agreements.
14. The Contractor is fully liable to the Ordering Party for the construction works it performs with the help of subcontractors.
15. The contractor assumes the role of coordinator in relation to construction works carried out by subcontractors.
16. Entrusting the performance of part of the construction works to a subcontractor does not change the Contractor's obligations towards the Ordering Party for the performance of this part of the order.
17. The contractor is liable for the acts, omissions, defaults and negligence of the subcontractor and its employees to the same extent as if they were the acts, defaults or negligence of its own employees.
18. Any interruption in the implementation of construction works resulting from the lack of a subcontractor, if it leads to a delay in the execution of the subject of the contract, will be treated as an interruption due to reasons attributable to the Contractor and will constitute the basis for charging the Contractor with contractual penalties referred to in §14 section 1 point 1) letter and)
19. If the change or resignation from a subcontractor concerns an entity whose resources the Contractor referred to in order to demonstrate compliance with the conditions for participation in the proceedings or selection criteria, the Contractor is obliged to demonstrate to the Ordering Party that the proposed other subcontractor or the Contractor itself meets them to an extent no less than the subcontractor, whose resources the Contractor referred to during the contract award procedure.
20. The Ordering Party requests that, before commencing the execution of the order, the Contractor, if already known, provides the names or surnames and contact details of subcontractors and persons to contact them. The Contractor shall notify the Ordering Party of any changes to the data referred to in the first sentence during the execution of the order, and also provides information about new subcontractors to whom it later intends to entrust the execution of the order.

§ 9

Staff

1. Persons authorized for ongoing contacts under the implementation of this agreement:
 - 1) on the part of the Ordering Party is:; telephone number.:
 - 2) on the part of the Contractor is:; telephone number.:
 - 3) on the part of the Investor Supervision Inspector is: telephone number:
2. The Ordering Party undertakes to provide investor supervision.

3. The Contractor is obliged to ensure that the works covered by the Agreement are performed and managed by persons with appropriate professional qualifications and construction licenses.
4. The contractor establishes:
 - 1) construction manager of the construction industry in the person of:; telephone number:..... ; construction improvements No.: ,
 - 2) manager of sanitary industry works:; telephone number:..... ; construction improvements No.:
 - 3) manager of works in the electrical industry in the person of:; telephone number:..... ; construction improvements No.:
5. The contractor should assign the staff indicated in the list of persons submitted in the procedure to carry out the order. The change of any person during the execution of the contract must be justified by the Contractor in writing and accepted by the Ordering Party.
6. The contractor is obliged to propose a new staff on its own initiative in the following cases: leave, death, illness or other reasons and random events.
7. The Ordering Party will accept such a change within 14 days from the date of submission of the proposal, only if, depending on the function, the qualifications and experience of the indicated persons meet the requirements specified in the ToR, and the change made will not extend the deadline for the execution of the contract, however, this is a right and not an obligation. the Ordering Party to accept such a change.
8. The Ordering Party or a person authorized by the Ordering Party may submit a justified written request to replace any of the staff members if, in the Ordering Party's opinion, that person is ineffective or does not fulfill his or her obligations under the contract. The contractor's obligation is then to replace this person within 14 days with another person who meets the requirements contained in the tender specifications and this contract.
9. The construction manager will act within the limits of his authority specified in the Construction Law.
10. The construction manager is obliged to:
 - 1) keeping a construction log,
 - 2) submitting applications to the Inspector for approval of materials for installation,
 - 3) reporting to the Supervision Inspector (with the report forwarded to the Project Manager) for inspection or acceptance of completed works that are covered or disappearing, and ensuring that tests and tests required by regulations or specified in the design documentation are carried out before submitting them for acceptance,
 - 4) in writing (entry in the construction log) and by telephone and electronically informing the Supervision Inspector (with the information forwarded to the Project Manager) about the date of covering the works to be covered and the date of acceptance of the disappearing works (if the Contractor did not inform the Supervision Inspector about these facts, he is obliged to discover the works or make holes necessary to examine the works and then restore the works to their previous condition);
 - 5) coordinates all construction works between subcontractors,
 - 6) participates in coordination meetings, acceptances,

- 7) informs the Supervision Inspector and the Project Manager in writing (entry in the construction log) and by telephone and e-mail about the dates of partial acceptance;
 - 8) participates in partial and final acceptance of the task, including inspections by authorized bodies, immediately informs the Supervision Inspector, the Project Manager and the Ordering Party in writing and electronically about problems or circumstances that may affect the quality of the works or delay in completing the task.
11. The Ordering Party stipulates that it requires the Contractor to ensure the personal presence of the construction manager directly on the construction site (or in the immediate vicinity) for at least 4 working days a week (a working day in accordance with this section is assumed to be 5 hours between 7:00 a.m. and 4:00 p.m. from Monday to Friday, except public holidays), under penalty of a contractual penalty specified in par. 14 section 1 point 1 letter o).

§ 10

Additional obligations of the Contractor

1. The contractor is obliged to secure and mark the construction site, in particular by fencing and marking the work zone, and to ensure the technical condition and correct marking throughout the duration of the task.
2. The contractor bears full responsibility for the construction site and the works performed from the moment of taking over the construction site.
3. The Contractor shall be fully liable for any damage to health or property caused to third parties in connection with the works carried out.
4. Before starting the works, the Contractor should present a developed safety and health plan in accordance with the provisions of the Regulation of the Minister of Infrastructure of June 23, 2003 on information regarding safety and health protection and the safety and health protection plan.

§ 11

Insurance

1. The Contractor undertakes to insure the individual construction contract **for a guarantee sum not less than the remuneration resulting from this contract,** with a maximum deductible of PLN 2,000.
2. The insurance must be valid for the entire duration of the contract and for a period of 30 days after the planned completion date (trial run clause).
3. In particular, the following are covered by insurance:
 - 1) construction site, construction works, things, materials, equipment, assembly and all movable property directly related to the performance of works in the scope of damage resulting from destruction, damage or loss of the subject of insurance (in particular as a result of faulty performance or performance of contractual obligations by the contractor or tortious acts).)

- 2) civil liability for damages (third party liability insurance) arising in connection with construction works.
4. Before handing over the construction site, the Contractor is obliged to submit to the Ordering Party certified true copies of the insurance policies referred to in section 1, for the period referred to in section 2.
5. In the event of failure by the Contractor to fulfill the obligations referred to in section 4, the Ordering Party will not hand over the construction site to the Contractor.
6. Any delay in carrying out works due to the reason referred to in section 5, will be charged in full to the Contractor.
7. The scope and conditions of insurance are subject to the acceptance of the Ordering Party.
8. Failure to submit to the Ordering Party a copy of the insurance policy referred to in section 1, for the period referred to in section 2, despite the request from the Ordering Party, may constitute the basis for the Ordering Party to withdraw within 30 days from the date of sending the request by the Ordering Party.

§ 12

Guarantee, warranty

1. The Contractor provides the Ordering Party with a quality guarantee for the construction works performed and the materials and devices installed for a period of ⁵months, counting from the date of signing the final acceptance technical protocol referred to in § 6 section 1 point 3 of the contract.
2. On the day of final acceptance, the Contractor undertakes to assure the Ordering Party in writing that the completed construction works are free from defects.
3. Regardless of the warranty rights, the Contractor provides a warranty for the construction and installation works performed and undertakes to remove physical defects if these defects are revealed within the period specified in the warranty.
4. The Ordering Party may exercise its rights under the warranty for physical defects, regardless of the rights arising from the warranty. The warranty period for defects results from the provisions of the Civil Code.
5. If defects occur, the Contractor is obliged to remove them within 14 days from the date of notification of the defect, as part of the remuneration referred to in § 3.
6. In special cases, when a defect poses a threat to human life or health or very large damage, the Contractor is obliged to immediately secure the site of the failure in order to remove the threats or prevent the damage from increasing.
7. The Ordering Party notifies the Contractor of the occurrence of a defect by telephone, e-mail, and then confirms the occurrence of the defect in writing by registered letter.
8. If the defects are not removed within the specified period, the Ordering Party may remove the defects at the expense and risk of the Contractor.
9. The ordering party has the right to claim additional compensation up to the amount of the actual damage suffered.

⁵As declared in the offer.

10. If the removal of the defect will take longer than 14 days or for technological reasons the work should be performed at a different date, this date should be agreed with the Ordering Party.
11. The warranty period is extended by the time of defect removal if the defect was notified during the warranty period.
12. During the warranty period, the Contractor is responsible to the Ordering Party for repairing any defects and defects in the works performed and installed devices and materials that resulted from the use of damaged devices or materials and defectively performed works.
13. During the quality guarantee period, the Contractor is obliged to notify the Ordering Party in writing within 7 days about:
 - 1) change of the registered office or name of the Contractor,
 - 2) change of persons representing the Contractor,
 - 3) filing a bankruptcy petition,
 - 4) initiation of bankruptcy proceedings,
 - 5) announcing its liquidation,
 - 6) suspension of operations
14. Warranty inspections will be carried out by the end of each calendar year, starting from the year following the date of acceptance of the works, with the last warranty inspection no later than 30 days before the expiry of the warranty period. The inspections will be carried out by a committee with the participation of authorized representatives of the Ordering Party (including the Supervision Inspector and the Project Manager) and the Contractor. The Contractor's absence does not suspend the inspection, and the Ordering Party is then obliged to send the Contractor a report on the warranty inspection together with a request to remove the identified defects and defects within the time limit specified by the Ordering Party.
15. Defects and defects covered by warranty or guarantee found during the periodic warranty inspection should be removed by the contractor at his own expense no later than within 7 days from the date of signing the periodic warranty inspection report, unless he proves that it is impossible to remove the defects within this period.
16. If the Contractor does not remove the defects within the deadline specified in section 17, the Ordering Party may commission their removal to a third party at the Contractor's expense and risk. In this case, the costs of removing defects will be covered first of all from the amount retained as security for proper performance of the Agreement.
17. The ordering party will charge the contractor with the costs of substitute performance referred to in section 18 The contractor is obliged to return the amount of substitute performance to the ordering party within 14 days from the date of receipt of the request for payment under pain of charging statutory interest.

§ 13

Employment clause

1. The ordering party requires the contractor or subcontractor to employ, under an employment contract or a civil law contract, persons to perform all activities during the execution of the order.
2. During the execution of the order, the Ordering Party or its authorized representative (Supervision Inspector and/or Project Manager) is entitled to carry out inspection activities towards the contractor regarding the contractor's or subcontractor's compliance with the requirement of employment under an employment contract or a civil law contract of persons performing the tasks specified in section 1 activity. The Ordering Party is entitled in particular to:
 - 1) requesting declarations and documents confirming compliance with the above-mentioned requirements and assessing them,
 - 2) request explanations in case of doubts regarding confirmation of compliance with the above-mentioned requirements,
 - 3) conducting on-site inspections.
3. During the execution of the order, at each request of the ordering party and within the time specified in the request, the contractor will submit to the ordering party the evidence indicated below in order to confirm the fulfillment of the requirement of employment under an employment contract by the contractor or subcontractor of the persons performing the tasks specified in section 1 steps during order processing:
 - 1) ***declaration of the contractor or subcontractor on the employment under an employment contract or a civil law contract of persons performing the activities referred to in the ordering party's request. This declaration should include in particular: precise identification of the entity submitting the declaration, date of submission of the declaration, indication that the activities covered by the request are performed by persons employed under an employment contract or a civil law contract, together with an indication of the number of these persons, their names and surnames, the type of employment contract or civil law contract and employment rate, as well as the signature of the person authorized to submit a declaration on behalf of the contractor or subcontractor;***
4. Due to the contractor's or subcontractor's failure to meet the requirement to employ persons under an employment contract or a civil law contract, persons performing the work specified in section 1 of the act, the ordering party provides for a sanction in the form of the contractor's obligation to pay a contractual penalty in the amount specified in § 14 section 1 point 1) letter k) il) contract.
5. Failure of the contractor to submit, within the deadline set by the ordering party, the evidence requested by the ordering party to confirm that the contractor or subcontractor has met the employment requirement under an employment contract or a civil law contract will be treated as failure by the contractor or subcontractor to meet the employment requirement under an employment contract or civil law contract. - legal status of persons performing the activities indicated in section 1 activity.
6. In case of justified doubts as to the compliance with labor law by the contractor or subcontractor, the ordering party may request an inspection by the National Labor Inspectorate.

§ 14

Contractual penalties

1. The Parties agree that their form of compensation is contractual penalties for the following reasons:
 - 1) The Contractor is obliged to pay contractual penalties to the Ordering Party in the following cases:
 - a) for delay in the execution of the subject of the order - in the amount of 0.2% of the gross contractual remuneration referred to in § 3 section 1, for each day of delay, counted from the deadline specified in § 2,
 - b) for each failure to tidy up the construction site after completion of construction and installation works on a given day - every day - in the amount of PLN 500.00,
 - c) for each time the supervision inspector finds that the Contractor did not secure the dismantled materials and equipment in a way that endangers the life and health of employees and third parties using the building, if the missing security is not supplemented within an hour by e-mail of informing the Contractor about this fact - in the amount of PLN 500.00 zlotys,
 - d) for each time the investor's supervision inspector finds that there is no security or inadequate security at the construction site, if the missing security is not supplemented within an hour of being informed about this fact by telephone and confirmed by e-mail to the Contractor - in the amount of PLN 1,000.00,
 - e) for delays in removing defects and defects in the subject of the order, found upon receipt or disclosed during the warranty period or resulting from the guarantee - in the amount of 0.2% of the remuneration referred to in § 3 section 1, for each day of delay, counted from the deadline set by the Ordering Party for the removal of defects and defects, which is not shorter than the deadline indicated in § 12 section 7 of the contract,
 - f) in each case of failure to pay the remuneration due to subcontractors or further subcontractors - in the amount of 10% of the unpaid amount ,
 - g) in each case of late payment of remuneration due to subcontractors or further subcontractors - in the amount of 0.2% of the unpaid amount for each day of delay,
 - h) in each case of failure to submit a draft subcontract for construction works to the Ordering Party for approval, or a draft amendment thereto - in the amount of PLN 20,000.00 gross for each identified case of failure to submit a draft subcontract for construction works to the Ordering Party for approval, or project to change it,
 - i) in each case of failure to submit a certified copy of the subcontract or its amendment - in the amount of PLN 20,000.00 gross for each identified case of failure to submit a certified copy of the subcontract or its amendment,
 - j) in each case of failure to change the subcontracting agreement within the scope referred to in Art. 143b section 3- in the amount of 0.2 % of the gross value of this contract, for each day of delay from the expiry of the deadline referred to in § 8 section 10,

- k) in each case of failure to fulfill the obligation referred to in § 13 section 1 - in the amount of PLN 1,000.00 for each working day on which a person not employed by the Contractor or subcontractor under an employment contract performed the activities listed in section 2.9 of the ToR,
 - l) for delay in providing evidence referred to in § 13 section 3 - in the amount of PLN 1,000.00 for each day of delay counted from the deadline referred to in § 13 section 3,
 - m) for the delay in submitting the material and financial schedule referred to in § 2 section 4 contracts in the amount of PLN 1,000 for each day of delay,
 - n) for the delay in submitting the cost estimate referred to in § 2 section 8 of the contract in the amount of PLN 1,000 for each day of delay,
 - o) in the event of failure to fulfill the obligation arising from § 9 section 11 of the contract - PLN 1,000 for each day of identified failure to fulfill this obligation,
- 2) The Ordering Party is obliged to pay the Contractor a contractual penalty for the Ordering Party's delay in starting or completing partial acceptance, final technical acceptance or final acceptance - in the amount of 0.2% of the remuneration referred to in § 3 section 1, for each day of delay, counted from the day indicated in § 6 section 6 and 7 of the contract.
- 3) The Contractor is obliged to pay the Ordering Party contractual penalties for withdrawal from the contract in the following cases and amounts:
 - a) due to the Ordering Party's withdrawal from the contract for reasons attributable to the Contractor - in the amount of 10% of the total remuneration referred to in § 3 section 1,
 - b) due to the Contractor's withdrawal from the contract for reasons beyond the control of the Ordering Party - in the amount of 10% of the total remuneration referred to in § 3 section 1.
- 4) The Ordering Party is obliged to pay the Contractor contractual penalties for withdrawal from the contract in the following cases and amounts:
 - a) due to the Contractor's withdrawal from the contract for reasons attributable to the Ordering Party - in the amount of 10% of the total remuneration referred to in § 3 section 1 ,
 - b) due to the Ordering Party's withdrawal from the contract for reasons beyond the Contractor's control - in the amount of 10% of the total remuneration referred to in § 3 section 1,
- 2. The parties reserve the right to additional compensation up to the amount of actual damage suffered and lost profits.
- 3. The Contractor's contractual penalty liabilities may be deducted from the remuneration due to the Contractor.
- 4. Contractual penalties for withdrawal from the contract due to the fault of a party are specified in § 15.
- 5. The Parties reserve the right to cumulatively charge contractual penalties for various reasons.

6. Payment of the contractual penalty by the Contractor or deduction of the penalty amount by the Ordering Party from the payment due to the Contractor does not release the Contractor from the obligation to complete the works or any other obligations arising from this contract.
7. The Contractor will pay contractual penalties to the Ordering Party within 10 days from the date of delivery to the Contractor of an accounting note specifying the amount of contractual penalties. The Contractor agrees to deduct the accrued contractual penalties from the remuneration due to the Contractor.
8. The Ordering Party will pay the Contractor contractual penalties within 10 days from the date of delivery to the Ordering Party of the document specifying the amount of contractual penalties.
9. In the event of delay in payment of the contractual penalty, the Party entitled to receive the contractual penalty will demand statutory interest for each day of delay.
10. The contractual penalty for delay or default in the performance of an obligation is payable for each day of delay or delay and is due from the day following the expiry of the deadline for payment.

§ 16

Withdrawal from the contract

1. In addition to the cases listed in the Civil Code, the parties have the right to withdraw from the contract:
 - 1) To the Ordering Party - in the following cases:
 - a) The contractor carries out construction works constituting the subject of the order in a manner inconsistent with the design documentation, technical specifications for the execution and acceptance of construction works, the ordering party's instructions, the investor's supervision inspector(s) or the provisions of the contract, and does not change this situation despite the ordering party's request to change the method. performance of the contract,
 - b) an application for bankruptcy of the Contractor's company is filed or liquidation proceedings are initiated. The Contractor is obliged to notify the Ordering Party of any deterioration of its financial situation justifying the filing of a bankruptcy petition and the submission or receipt of a bankruptcy petition, within 7 days of the occurrence of these circumstances,
 - c) even if part of the Contractor's assets will be seized in enforcement proceedings,
 - d) when the Contractor did not start construction works without a justified reason and did not undertake them despite the Employer's request submitted in writing,
 - e) The contractor has arbitrarily interrupted the work and the interruption lasts longer than
5 calendar days,
 - f) in the case referred to in § 7 section 1 point 2 letter b,

- g) when the Contractor, despite the request referred to in § 11 section 8, failed to provide the Ordering Party with the requested proof of insurance referred to in § 11 within the prescribed period,
 - h) there was a need for the Ordering Party to make direct payments to the subcontractor or further subcontractor at least three times, referred to in § 5 section 11,
 - i) if the Contractor performs the subject of the order in violation of § 8,
 - j) if the delay in execution of the subject of the order is more than 30 days
 - k) if the Contractor fails to fulfill the obligation referred to in § 13 section 1, 2 or 3; 2) Contractors - when the Ordering Party, without giving a justified reason, refuses to accept the works or sign the final acceptance report,
2. In the cases specified in section 1, withdrawal from the contract may take place within 30 days of becoming aware of the circumstances referred to in section 1.
 3. Withdrawal from the contract should be made in writing under pain of invalidity and should include a justification.
 4. In the event of withdrawal from the contract, the Contractor and the Ordering Party are burdened with the following detailed obligations:
 - 1) within 7 days from the date of withdrawal from the contract, the Contractor, with the participation of the Employer's representative, will prepare a detailed inventory report of works in progress, as at the date of withdrawal,
 - 2) The Contractor will secure interrupted works to the extent mutually agreed at the expense of the party that caused the withdrawal from the contract,
 - 3) The Contractor will prepare a list of materials that cannot be used by the Contractor to carry out other works not covered by the contract, if the withdrawal from the contract took place for reasons for which the Contractor is not responsible,
 - 4) The contractor will report interrupted works and safety works for acceptance,
 - 5) The contractor will immediately, and no later than within 30 days from the date of withdrawal from the contract, remove the facilities provided or constructed by him from the construction site.
 5. In the event of withdrawal from the contract for reasons for which the Contractor is not responsible, the Ordering Party is obliged to:
 - 1) acceptance of interrupted works and payment of remuneration for works performed until the date of withdrawal,
 - 2) repurchase of materials specified in section 4 point 3, according to the purchase prices for the implementation of the subject of the contract,
 - 3) settlement with the Contractor for the costs of construction of facilities and equipment related to the development and development of the construction site, which have not been settled in any other way,
 - 4) taking over the construction site from the Contractor.
 6. The basis for the settlement of work when withdrawing from the contract will be the cost estimate referred to in § 5 section 20 of the contract and in the scope of works not specified therein, the rules specified in § 5 section 25 of the contract.

7. In the event of withdrawal from the contract by either party, the Contractor provides a guarantee and warranty for the completed scope of works covered by the inventory report of works in progress. The warranty and warranty period begins on the day the inventory report is signed.

§ 17

Securing the proper performance of the contract

1. The parties agreed that the Contractor, on the day of concluding the contract, will provide security for the proper performance of the contract in the form of cash, a bank guarantee or an insurance guarantee in the amount of **10% of the gross price presented in the offer**, which is the equivalent of: PLN (in words:).
2. The purpose of securing the proper performance of the contract is to secure and possibly satisfy the Ordering Party's claims for non-performance or improper performance of the contract by the Contractor, including the removal of defects, in particular the Ordering Party's claims against the Contractor for the payment of contractual penalties.
3. The beneficiary of the security for proper performance of the contract is the Ordering Party.
4. The costs of securing proper performance of the contract are borne by the Contractor.
5. The contractor is obliged to ensure that the security for proper performance of the contract remains binding during the period of performance of the contract and during the warranty period for physical defects. The Contractor is obliged to immediately inform the Ordering Party about actual or legal circumstances that have or may affect the binding force of the Performance Bond and the possibility and scope of exercising the rights arising from the security by the Ordering Party.
6. The equivalent of the amount of security in the form of cash in the amount of PLN..... (in words:), constituting 70% of the security for proper performance of the contract, will be returned within 30 days from the date of signing the acceptance protocol. final works.
7. The amount of security established in the form of money left to secure claims under the warranty for physical defects, amounting to 30% of the value of the security for proper performance of the contract, amounting to PLN (in words:), will be returned no later than 15 days after the expiry of this period. During the execution of the contract. The contractor may change the form of security for proper performance of the contract to a bank guarantee or insurance guarantee, provided that the change in the form of security will be made while maintaining the continuity of the security and without reducing its amount. In such a case, the security shall be annulled proportionally as in the case of cash security.
8. The security for proper performance of the contract remains at the disposal of the Ordering Party and remains valid for the period specified in the contract.
9. If there is no reason to execute the security in whole or in part, it shall be returned/waived to the Contractor in whole or in part, respectively, within the deadlines referred to in section 6 and 7.

10. The security for the proper performance of the contract provided in cash will be returned together with the interest resulting from the contract of the Ordering Party's bank account where it was kept, less the costs of maintaining the account and the bank commission for transferring the money to the Contractor's account.
11. The Ordering Party may seek satisfaction from the security for proper performance of the contract if any amount due to the Ordering Party from the Contractor in connection with non-performance or improper performance of the contract is not paid within 14 days from the date of receipt by the Contractor of a written request for payment.
12. If the period for which the security is to be provided exceeds 5 years, the security in cash is provided for the entire period, and security in another form is provided for a period of not less than 5 years, with the contractor's simultaneous obligation to extend the security or provide a new security for subsequent periods. If the security is not extended or the new security is not provided no later than 30 days before the expiry of the validity period of the existing security provided in a form other than cash, the ordering party changes the form to cash security by paying the amount from the existing security.
13. In a situation where it is necessary to extend the deadline for the implementation of the contract - constituting an annex to the contract, the Contractor, at least 5 days before concluding the annex, is obliged to extend the validity period of the security provided for proper performance of the contract, or if this is not possible, to provide a new security, on terms accepted by the Ordering Party, for the period specified in the annex to the contract.

§ 18

Changes to the contract

1. The Ordering Party allows for the possibility of making changes to the contract in relation to the content of the offer on the basis of which the Contractor was selected in the event of circumstances unforeseeable at the time of concluding the contract or in the event of any of the following circumstances:
 - 1) the extension of the order **completion date** referred to in § 2 may occur in the event of unfavorable weather conditions causing - for technological reasons - the suspension or interruption of all construction works being the subject of the order for a period longer than 5 consecutive calendar days - confirmed in writing by the supervision inspector, and the order completion deadline will be extended by the number of days for which the order was suspended;
 - 2) the extension of the order execution deadline referred to in § 2 may occur in the event of force majeure, which means events beyond the control of either party, external, impossible to prevent, which occurred after the date of entry into force of the contract, in particular: wars, acts of terrorism, natural disasters, strikes and acts of public authorities and administration, while the order completion deadline will be extended by a number of days corresponding to the period of occurrence of force majeure circumstances,
 - 3) the extension of the order execution deadline referred to in § 2 may occur if the Ordering Party sends to the Contractor a written request to suspend construction works that are the subject of the order or to issue a ban on carrying out construction

works that are the subject of the order by another public administration body, unless the request or the ban was not issued for reasons for which the Contractor is responsible, and the order completion deadline will be extended by the number of days corresponding to the period for which the Contractor was ordered to suspend construction works or was prohibited from carrying out construction works,

- 4) the order execution deadline referred to in § 2 may be extended in the event of a collision with external networks or installations not disclosed in the design documentation, and the order execution deadline will be extended by the number of days necessary for the Contractor to remove the collision with external networks or installations not disclosed in the design documentation. design documentation - if the removal of conflicts requires an extension of the implementation deadline;
- 5) the extension of the order execution deadline referred to in § 2 may occur if it is necessary to introduce changes in the design documentation, constituting Annex No. 2 to the contract, causing the suspension or interruption of construction works constituting the subject of the order, and the extension of the order execution deadline will be by the number of days necessary to introduce changes to the design documentation and to make arrangements (arrangements) with the competent authorities, obtain the opinion of the competent authorities and issue a decision by the competent authorities,
- 6) the extension of the order execution deadline referred to in § 2 may occur in the event of waiting for necessary administrative decisions, official decisions and local government authorities, changes in applicable law, results of expert opinions, court judgments, etc., unless this waiting took place for reasons for which The contractor is liable, and the order completion date will be extended by a number of days corresponding to the waiting period,
- 7) extending the completion date to the extent necessary resulting from the need to perform works that the Ordering Party, acting with due diligence, could not have predicted
- 8) changes to generally applicable legal provisions and the co-financing agreement to the extent that has a direct impact on the implementation of the subject of the order or the performance of the parties to the contract,
- 9) in the event of a change or resignation from the subcontractor whose resources the contractor relied on to demonstrate compliance with the conditions for participation in the procedure. In such a case, the Contractor is obliged to demonstrate to the Ordering Party that the proposed other subcontractor or Contractor independently meets the conditions for participation in the procedure, to an extent not less than that required during the contract award procedure, by presenting appropriate documents confirming the fulfillment of the conditions for participation in the procedure,
- 10) extending the deadline for the execution of the contract in the event of discovering archaeological sites, movable and immovable monuments requiring protection during the execution of the works - by the time necessary to secure or move them, provided that this break affects the meeting of the final deadline for the execution of the contract;

- 11) reducing the scope of work and correspondingly reducing the contractor's remuneration if it is determined that the works included in the project are not necessary to be performed, subject to § 5 section 23 point 1 of the contract;
- 12) changes in the technology of execution of elements of the works, technical or material solutions resulting from the documentation, during the execution of the works at the request of the Contractor or the Ordering Party, and they are allowed only if the proposed solution is functionally equivalent or better than that provided for in the documentation. In this case, the party requesting the change submits an alternative design containing a description of the proposed changes along with drawings. Such a project requires the approval of the Designer and LWKZ and approval for implementation by the parties to the contract (with the participation of the Supervision Inspector and the Project Manager).
- 13) changes in persons performing the functions of works managers and construction managers. If it is necessary to introduce such a change, the Ordering Party requires documents of the candidate for the position of Construction Manager or Works Manager, which must clearly show that this person meets the participation conditions that were specified for this person as part of the contract award procedure.
- 14) changes in payment rules. If, before the completion of the order, the Ordering Party receives an individual tax interpretation regarding the tax on contracts concluded on the basis of these proceedings, which indicates the need to apply a different VAT rate than that resulting from the offer and the contract, the Ordering Party provides for the possibility of amending the contract by changing the VAT rate - for these parts. orders for which it will be justified in the light of the individual interpretation received (the net amount remains constant, the contractor will issue invoices with the appropriate VAT).
- 15) The Ordering Party allows the use of other technical and technological solutions, materials and devices than those provided for in the documentation, provided that:
 - a) will result from the need to remove errors in the documentation or implement the subject of the contract using other technical, technological or material solutions than those provided for in the documentation,
 - b) materials or devices included in the documentation are unavailable on the market or have been withdrawn from production;
 - c) The production of individual elements proposed by the Contractor will ensure higher durability and better operating conditions. Settlement of any replacement works will be made using a differential cost estimate, which will be the difference between the offer cost estimate for basic works and the cost estimate for replacement works. The replacement cost estimate should be prepared in accordance with the principles specified for the cost estimate of additional works. The ordering party shall notify the contractor in writing about the need to perform replacement works. The contractor prepares a differential cost estimate within 7 days from the date of receipt of this letter. After the supervisory inspector checks the differential cost estimate and after its approval by the ordering party, the

parties will amend the contract. The replacement cost estimate will be based on the following assumptions:

- prices of production factors (Rg, M, S, K, Z) will be adopted from the cost estimate referred to in § 5 section 20 _
 - if it is not possible to settle the works based on the items from the cost estimate referred to in § 5 section 20, the missing prices of production factors will be accepted according to the principles indicated in § 5 section 25
2. Delays must be entered in the construction log or confirmed by appropriate protocols signed by the Construction Manager and the Supervision Inspector and accepted by the Project Manager and the Ordering Party. The new order completion dates set will correspond to the period necessary to remove the obstacle.
 3. A change in contact details and contact details between the parties to the contract does not constitute a significant change to the contract.
 4. Any changes to the contract must be made in writing and signed by both parties, otherwise being invalid.
 5. Both the Contractor and the Ordering Party may submit a request to change the contract.
 6. The parties anticipate changing the contract in the event of a change:
 - 1) VAT tax rates on goods and services. The VAT rate and amount as well as the gross remuneration will change in accordance with the legal provisions introducing changes in the VAT rate, which means that the Ordering Party allows the possibility of reducing and increasing the gross remuneration by an amount equal to the difference resulting from the changed tax rate - this applies to part of the remuneration for works on the date of change in the VAT rate, the change has not yet been made;

§ 19

Copyright

1. As part of the agreed remuneration specified in § 3 section 1 of the contract, the Contractor transfers to the Ordering Party all proprietary and dependent rights to the results of the work, which are works within the meaning of the provisions of the Act of February 4, 1994 on copyright and related rights, as well as the ownership right to a copy of the work and the media on which it was recorded - without additional remuneration.
2. Transfer of economic copyrights and derivative rights referred to in section above. 1 takes place when the Parties sign the partial acceptance protocol and payment of remuneration, covering the month in which the given work was transferred.
3. The proprietary and dependent rights to the works created as a result of the implementation of the subject of the contract are transferred to the Ordering Party for use in the following fields of exploitation:
 - 1) placing the original or copies on which the work was recorded on the market; recording and reproducing using any possible technique, in particular by printing, making copies, using magnetic, magneto-optical, digital media, video techniques, computer techniques or using a projector;
 - 2) making the work or parts thereof publicly available in such a way that everyone can have access to it at a place and time of their choosing, in particular at a publicly accessible exhibition or exhibition, displaying it, entering it into computer memory,

- transmitting it via a multimedia, computer and ICT network, including publication on the Internet, by means of video, wired or wireless audio via a terrestrial station, broadcasting via satellite, parallel and integral broadcasting of the work by another radio or television organization, computer transmission, including recording in RAM and authorizing the creation and broadcasting compilation;
- 3) disclosure under the provisions of the Act on Access to Public Information;
 - 4) the right to use the works in whole or in part and combine them with other works, develop them by adding various elements, update them, modify them, translate them into different languages, change the colors, covers, sizes and contents of all or part of them, publish them in reports and letters;
 - 5) for use other than those mentioned above, but for promotional and informational purposes, and in publishing materials and in all types of audio-visual and computer media;
 - 6) made available by the Ordering Party in the fields of use described above, either for a fee or free of charge.
4. The Contractor transfers to the Ordering Party the exclusive right to authorize the exercise of dependent copyright (to dispose of and use studies of works resulting from the implementation of this contract to an unlimited extent, and in particular in the fields of exploitation listed in section 3).
 5. The contractor will not be entitled to separate remuneration for the use of the work in each separate field of exploitation.
 6. In the case of works created as a result of the performance of this contract by the Contractor with the participation of other persons who are entitled to copyright to these works or parts thereof, the Contractor undertakes to:
 - 1) acquire proprietary copyrights and derivative rights from the authors of the works for further transfer to the Ordering Party in the manner specified in this paragraph;
 - 2) obtain the consent of the authors of the works for use by the Ordering Party in the fields of exploitation specified in this section of the contract and to exercise dependent copyright;
 - 3) provide the Ordering Party , together with the studies, with declarations from the creators (co-creators) of the works that the Contractor has the copyright to these works and that they express the consent referred to in point 2;
 - 4) in the event of a lawsuit being brought against the Ordering Party in connection with the violation of third party rights, the Contractor undertakes to participate in such proceedings on the side of the Ordering Party .
 7. The transfer of copyrights and derivative rights takes place without time or territorial limits.
 8. The Contractor is liable to the Ordering Party for any legal defects in the work created in connection with the performance of the subject matter of the contract, in particular the Contractor is solely responsible for violating copyrights and other rights of third parties when performing this contract.
 9. The Ordering Party has the right to transfer its copyrights to works under this contract to third parties without the consent of the Contractor .
 10. Personal copyrights, as non-transferable, remain the property of the authors of the works.

§ 20

Record keeping

1. The Ordering Party reserves the right to inspect documents, including the contractor's financial documents related to the subject of the order.
2. The Contractor undertakes to store documentation related to the implemented subject of the order within 5 years from the date of signing this contract in a manner that ensures availability, confidentiality and security, and to inform the Ordering Party about the place of storage of documents related to the implemented subject of the order.
3. If it is necessary to extend the deadline referred to in section 2, the Ordering Party will notify the contractor about this in writing before the deadline specified in section 2.
4. The obligation referred to in section 2 and 3 apply to all correspondence related to the implementation of the subject of the contract, acceptance protocols, and documentation of the investment process.
5. The documentation referred to above is kept in the form of originals or certified copies stored on generally recognized data carriers.
6. In the event of a change in the place of storage of documents and in the event of suspension or cessation of activity by the contractor before the date referred to in section 2 or 3, the contractor undertakes to inform the Ordering Party in writing about the place of storage of documents related to the subject of the contract within one month before changing this place.

§ 21

Personal data protection

1. If, during the execution of the contract, the contractor is provided with personal data necessary to perform the order, the ordering party will be their administrator within the meaning of Art. 4 point 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter referred to as the "Regulation"), and the Contractor - the entity processing this data within the meaning of point 8 of this provision.
2. The Ordering Party entrusts the Contractor, pursuant to Art. 28 of the Regulation, personal data for processing solely for the purpose of performing the subject of this contract.
3. The Contractor undertakes to:
 - 1) process the personal data entrusted to him in accordance with this agreement, the Regulation and other provisions of generally applicable law that protect the rights of data subjects,
 - 2) to secure the processed data by using appropriate technical and organizational measures ensuring an adequate level of security corresponding to the risk associated with the processing of personal data referred to in Art. 32 of the Regulation,
 - 3) exercise due diligence when processing the entrusted personal data,
 - 4) to grant authorization to process personal data to all persons who will process the entrusted data for the purpose of implementing this agreement,
 - 5) ensure confidentiality (referred to in Article 28(3)(b) of the Regulation) of the processed data by persons who authorize the processing of personal data for the

purpose of implementing this contract, both during their employment in the Processing Entity and after its termination.

4. After completing the subject of the order, the Contractor deletes/returns all personal data to the Ordering Party and deletes all existing copies thereof, unless EU or Member State law requires the storage of personal data.
5. The Contractor helps the Ordering Party, to the extent necessary, to fulfill the obligation to respond to the requests of the data subject and to fulfill the obligations specified in Art. 32-36 of the Regulation.
6. After discovering a breach of personal data protection, the Contractor shall report it to the administrator without undue delay, no later than within 72 hours of discovering the breach.
7. The Ordering Party, in accordance with Art. 28 section 3 point h) of the Regulation has the right to check whether the measures used by the Contractor to process and secure the entrusted personal data meet the provisions of the contract, including commissioning its implementation to an auditor.
8. The Ordering Party will exercise the right of inspection during the Contractor's working hours by informing about the inspection at least 3 days before it is planned to be carried out.
9. The Contractor undertakes to remove any deficiencies found during the inspection within no more than 7 days
10. The Contractor provides the Ordering Party with all information necessary to demonstrate compliance with the obligations specified in Art. 28 of the Regulation.
11. The Contractor may entrust personal data covered by this contract for further processing to subcontractors only for the purpose of performing the contract after obtaining the prior written consent of the Ordering Party.
12. The subcontractor should meet the same guarantees and obligations as those imposed on the Contractor.
13. The Contractor shall be fully liable to the Ordering Party for the subcontractor's actions regarding the data protection obligation.
14. The Contractor undertakes to immediately inform the Ordering Party about any proceedings, in particular administrative or judicial ones, regarding the processing of personal data specified in the contract by the Contractor, about any administrative decision or ruling regarding the processing of such data addressed to the Contractor, as well as about any planned, if any are known, or controls and inspections carried out regarding the processing of personal data, in particular carried out by inspectors authorized by the President of the Office for Personal Data Protection.
15. The Contractor undertakes to keep confidential all information, data, materials, documents and personal data received from the Ordering Party as well as data obtained in any other way, intentional or accidental, in oral, written or electronic form ("confidential data").
16. The Processing Entity declares that due to the obligation to keep confidential data confidential, it will not be used, disclosed or made available for any purpose other than the

performance of the Agreement, unless the need to disclose the information held results from applicable legal provisions or the Agreement.

17. In matters not regulated by this paragraph, the provisions of the Civil Code, the GDPR and the Personal Data Protection Act will apply.

§ 22

Final Provisions

1. The parties undertake to keep secret all information related to the performance of this contract, unless the obligation to provide information regarding the conclusion or performance of this contract results from applicable legal provisions.
2. In matters not regulated by this agreement, the provisions of applicable law shall apply, in particular the Civil Code, Construction Law and the Act on Copyright and Related Rights.
3. **receivables arising from the implementation of this contract to third parties . / The Contractor may not transfer the receivables arising from this contract to a third party without the prior consent of the Ordering Party, expressed in writing under pain of nullity .**
4. Each Party, if it considers that the proper performance of this Agreement requires it, may request a meeting to exchange information and take steps to eliminate any irregularities related to the implementation of the Agreement.
5. Any disputes arising from or in connection with this contract will be resolved by the court having jurisdiction over the registered office of the Ordering Party.
6. Any changes to the contract require an annex in writing under pain of nullity.
7. The contract was drawn up in four identical copies: three copies for the Ordering Party, one copy for the Contractor.
8. The annexes to the contract are:
 - 1) Sample Subcontractor's Declaration,
 - 2) Sample Declaration of a further subcontractor,
 - 3) Warranty card template.

On behalf of the Ordering Party:

On behalf of the Contractor:

....., on

.....
.....
.....

name (company) and address of the subcontractor

STATEMENT

Representing

Name (company) and address of the subcontractor
being a subcontractor of

Name (company) and address of the subcontractor
in terms of
.....
.....

(type of work)

on the task entitled:
implemented under contract No. of
concluded by the Ordering Party, i.e.: **Lublin District Branch of the Polish Red Cross Lublin z**
.....

Name (company) and address of the Contractor

I declare that I have received the due remuneration from the Contractor:

.....
in the amount of:
(in words:)
for work performed in the period from to
net:
VAT:
gross:

in accordance with the VAT invoice/bill no. of and
the report on the work performed, signed by the Contractor's construction manager and the
supervision inspector. I am enclosing a copy of the protocol.

.....
(signature)

....., on

.....

.....

.....

name (company) and address of the subcontractor

STATEMENT

Representing

(name (company) and address of the further Subcontractor)

being a Sub-Subcontractor

(name (company) of the Subcontractor)

in terms of

(type of work)

on the task

implemented under contract no. of

concluded by the Ordering Party, i.e. **Lublin District Branch of the Polish Red Cross** Lublin

.....

(Contractor's name)

I declare that I have received the due remuneration from the Subcontractor

.....

in the amount of

(in words:)

for the works made in the period from to

net:

VAT:

gross:

in accordance with the VAT invoice/bill no. of and a report on the work performed, signed by the Contractor's construction manager, the Subcontractor's works manager and the supervision inspector. I am enclosing a copy of the protocol.

.....

(signature)

Warranty card for construction works

prepared on

1. Ordering Party:
2. Contractor:
3. Subject of the contract:
4. Date of final acceptance:
5. General quality warranty conditions.
 - 5.1. **The Contractor** declares that the subject of the warranty covered by this warranty card and the subject matter were performed in accordance with the contract, design documentation and technical specification for the execution and acceptance of construction works as well as the principles of technical knowledge and technical and construction regulations.
 - 5.2. **The contractor** is liable under the quality guarantee for physical defects that reduce the utility, technical and aesthetic value of the construction and installation works performed .
 - 5.3. **The quality warranty period for** construction, installation and assembly works as well as the installed materials and devices **is months** from the date of signing the final acceptance protocol by **the Ordering Party** .
 - 5.4. The Parties agree on the first inspection during the quality guarantee period after the first year, and subsequent inspections after each year. The parties will prepare a report from the inspection of the completed works, specifying any defects and defects, and specifying the deadline for their removal.
 - 5.5. If defects occur, the Contractor is obliged to remove them within a period specified by the ordering party, not shorter than 14 days from the date of notifying him about the defect, as part of the contractual remuneration referred to in § 3 of the contract.
 - 5.6. In special cases, when a defect poses a threat to human life or health or significant damage, the Contractor is obliged to immediately secure the site of the failure in order to remove the threats or prevent the damage from increasing.
 - 5.7. Notification of the occurrence of a defect The Ordering Party notifies the Contractor by telephone, e-mail, and then confirms the occurrence of the defect in writing by registered letter.
 - 5.8. The ordering party has the right to claim additional compensation up to the amount of the actual damage suffered.
 - 5.9. If the defects are not removed within the time specified in point 5.6, **the Ordering Party** , regardless of the contractual penalties claimed, will be entitled to order the removal of the defects to another contractor, and the costs of removing the defects will be borne by **the Contractor** . **The Ordering Party** will be entitled to deduct the equivalent of these costs from the security provided for proper performance of the contract.

5.10 After the expiry of the quality warranty period, the Ordering Party will set a date for post-warranty acceptance.

5.1 1. Defects resulting from:

- a) force majeure,
- b) damage resulting from normal technical wear and tear,
- c) damage caused by the actions of third parties.

5/12 ***The contractor*** is responsible for any damage and losses he causes while working on removing defects and faults.

5/13. During the guarantee and warranty period, ***the Contractor*** and ***the Ordering Party*** are obliged to notify each other in writing within 7 days about:

- 1) change of address or company,
- 2) change of persons representing the parties,
- 3) declaration of bankruptcy ***of the Contractor*** ,
- 4) announcing the liquidation of the ***Contractor's company*** .

THE CONTRACTOR