

TEMPLATE



CONTRACT NO. [•]

for

Construction Works

entered into on [•], 201[2]

by and between

POLSKA AKCJA HUMANITARNA
[POLISH HUMANITARIAN ACTION]

and

[•]

Contents

	Page
I. DEFINITIONS.....	4
II. APPENDICES TO THE CONTRACT.....	6
III. SUBJECT MATTER OF THE CONTRACT.....	7
IV. CONTRACT PRICE.....	7
V. CONTRACTUAL TIME LIMITS.....	8
VI. PROJECT MANAGER	8
VII. REPRESENTATIONS AND WARRANTIES	8
VIII. CONTRACTOR'S GENERAL OBLIGATIONS	9
IX. CONTRACTOR'S OBLIGATIONS TO COMPLY WITH THE TIME LIMITS FOR THE PERFORMANCE OF THE SUBJECT MATTER OF THE CONTRACT	10
X. CONTRACTOR'S OBLIGATIONS WITH RESPECT TO HEALTH AND SAFETY (H&S) AND ENVIRONMENTAL PROTECTION.	11
XI. CONTRACTOR'S OBLIGATIONS WITH RESPECT TO PROPERTY PROTECTION.....	13
XII. INVESTOR'S OBLIGATIONS	13
XIII. CHANGES IN THE SUBJECT MATTER OF THE CONTRACT.....	13
XIV. ACCEPTANCE OF THE SUBJECT MATTER OF THE CONTRACT.....	14
XV. FINANCIAL SETTLEMENTS	14
XVI. CONTRACTUAL PENALTIES	15
XVII. FORCE MAJEURE	16
XVIII. [PERFORMANCE BOND	16
XIX. WARRANTY (<i>REKOJMIA</i>)	17
XX. CONFIRMATION OF UNCOVERED FAULTS OR DEFECTS AND DEFICIENCIES AND THEIR RECTIFICATION IN THE WARRANTY PERIOD	18
XXI. CONTRACTOR'S INDEMNITY	18
XXII. [INSURANCE	19

XXIII.	SUSPENSION OF PERFORMANCE OF THE SUBJECT MATTER OF THE CONTRACT	19
XXIV.	WITHDRAWAL FROM THE CONTRACT	20
XXV.	COPYRIGHTS	20
XXVI.	CONFIDENTIALITY	22
XXVII.	PERSONAL DATA PROTECTION	22
XXVIII.	ADDRESSES AND DELIVERIES	22
XXIX.	LANGUAGE OF THE CONTRACT	23
XXX.	LAW OF THE CONTRACT, DISPUTE RESOLUTION	23
XXXI.	FINAL PROVISIONS	23

CONTRACT FOR CONSTRUCTION WORKS

(hereinafter referred to as the “**Contract**”)

entered into in [] on [] 201[2],

BY AND BETWEEN:

- (1) **POLSKA AKCJA HUMANITARNA** [*Polish Humanitarian Action*], a public benefit organization [*organizacja pożytku publicznego*] duly organized and existing under the laws of Poland, with its seat in Warsaw (00-145), Al. Solidarnosci 78a, entered in the National Court Register kept by the District Court for Warsaw, the Twelfth Commercial Department for the National Court Register under number KRS 0000136833 (hereinafter referred to as the “**Investor**” or “**PAH**”), represented by: [•], acting in the capacity of [•]; and
- (2) [•], duly organized and existing under the laws of [•] with its seat in [•], entered in [•] under number [•], represented by: [•], acting in the capacity of [•], hereinafter referred to as the “**Contractor**.”

PAH and the Contractor shall each be referred to as the “**Party**” or jointly as the “**Parties**.”

WHEREAS

- (A) PAH, as a humanitarian organization, operates in Poland and abroad, organizing and bringing humanitarian and developmental aid.
- (B) PAH operates a mission in [•] in order to [•] (the “**Mission’s Goal**”).
- (C) In order to achieve the goal set out in Recital B, PAH has carried out a tender to select the most favorable bid made by the Contractor.
- (D) The Contractor shall ensure the appropriate execution of the subject matter of the Contract and shall contribute to the accomplishment of the Mission’s Goal.

THE PARTIES AGREE as follows:

I. DEFINITIONS

Additional Works	shall mean the works which are not included in the Subject Matter of the Contract, including, in particular, the works assigned to the Contractor by the Investor in connection with any changes made. The Additional Works shall not include, in particular, any works which could have been predicted when analyzing the design of the Works or any other Tender Documents with the due diligence required from a professional or the works which are required under applicable laws [or are necessary with respect to the Works being carried out to obtain an occupancy permit];
-------------------------	--

Commencement of Performance of the Subject Matter of the Contract	shall mean the Contractor commencing performance of activities aimed at executing the Contract, pursuant to Article 5.1 hereof;
Completion of Performance of the Subject Matter of the Contract	shall mean the completion of the Contractor's performance of any and all activities under the Contract confirmed by the Final Acceptance of the Subject Matter of the Contract;
Construction Design	shall mean the construction design of the Works constituting part of the Tender Documents;
Contract	shall mean this document, including the Appendices listed in Article II hereof;
Contract Price	shall mean a lump sum remuneration for the Contractor for the execution of the Subject Matter of the Contract set out in Article IV hereof;
Defects and Deficiencies	shall mean such irregularities in the performance of the Subject Matter of the Contract which will disturb or significantly hinder the Investor or Other Contractors from using the outcome of performance of the Subject Matter of the Contract or carrying out further works in accordance with their purpose, or any other gross or material irregularities in the performance of the Subject Matter of the Contract; any Works complying with the above criteria but performed contrary to the Contract shall not be considered Defects and Deficiencies or Faults but unperformed Works;
Faults	shall mean any slight irregularities, which are neither Defects nor Deficiencies, in the manner of performance of the Subject Matter of the Contract, arising from the performance of the Subject Matter of the Contract contrary to the Contract or the art of building;
Final Acceptance	shall mean the acceptance activities carried out by the [Investor] [Project Manager acting on behalf of the Investor] for all the Works completed under the Subject Matter of the Contract, pursuant to Article XIV hereof;
Head of PAH Mission	shall mean a PAH representative delegated to act as the head of a PAH mission in [], representing PAH outside PAH's registered office in Poland, responsible for coordinating the mission and appointed to cooperate on a day-to-day basis with third parties, including the Contractor, including without limitation, signing, making, receiving and obtaining all declarations and documents;

[Interim Date	shall mean the date of the Contractor's commencement or completion of a Works' stage set out in Appendix 4 hereto;]
Mission's Goal	shall mean the goal set out in Recital B hereof;
Other Contractors	shall mean individuals, legal persons or organizational units without legal personality carrying out works for the Investor on the construction site under a separate contract with the Investor;
Parties	shall mean the Investor and the Contractor;
Project Manager	shall mean the project manager specified in Article VI hereof, appointed by the Investor under a separate agreement;
Retained Amount	shall mean [] percent of the Contract Price, retained in accordance with Article XV hereof, to be released and paid to the Contractor on the terms set out in Article XIX;
Site Manager	shall have the meaning set out in Article 8.8;
Subcontractor	an individual, legal person or organizational unit without legal personality assigned by the Contractor to perform part of the Subject Matter of the Contract;
Subject Matter of the Contract	shall mean the performance of the Works and other activities which the Contractor agrees to perform under the Contract;
Tender Documents	shall mean: (i) [all tender documents should be listed]; (ii) ..., attached as Appendix 2 hereto;
Works	shall mean all the construction works on the construction site under the Subject Matter of the Contract, as set out in Appendix 4.

II. APPENDICES TO THE CONTRACT

2.1 This Contract includes the following Appendices:

- 2.1.1 Appendix 1. Technical Documentation – detailed design documentation, including the list of drawings
- 2.1.2 Appendix 2. Tender Documents (Contractor's Statement – if Tender Documents are not applicable)
- 2.1.3 Appendix 3. List of the Works, Plant, Materials and Equipment

- 2.1.4 Appendix 4. Schedule of Works
- 2.1.5 Appendix 5. Copies of the Contractor's Insurance Policies
- 2.1.6 [Appendix 6. Performance Bond of the Subject Matter of the Contract]
- 2.1.7 [Appendix 7. The Contractor's Offer dated _____ – *[if not included as a Tender Document]*]
- 2.1.8 [Other Appendices?]

2.2 In case of any divergences in the content of the Appendices, the priority of application of specific Appendices shall depend on the order of their numbers on the list included in clause 1 above (provisions of Appendices with lower numbers shall be applied first). *[APPENDICES SHOULD BE PUT ON THE LIST IN ACCORDANCE WITH THEIR PRIORITY.]*

III. SUBJECT MATTER OF THE CONTRACT

The Subject Matter of the Contract includes the performance of *[description of the Subject Matter of the Contract]*, pursuant to the Contract, including the performance of any other activities set out in the Contract, including the performance of the Works listed in Appendix 3 hereto, rectification of Faults, Defects and Deficiencies, and the performance of any other activities under the Contract. The Subject Matter of the Contract does not include any Additional Works.

IV. CONTRACT PRICE

4.1 For the performance of the Subject Matter of the Contract, the Contractor shall receive a fixed lump sum remuneration of (exclusive of the VAT):

[currency] _____

(in words: _____ [currency]),

hereinafter referred to as the “**Contract Price.**” [The Contract Price shall be broke down as indicated in Appendix 3.]

4.2 The Contract Price set out in clause 1 of this Article shall be increased by the VAT at the rate applicable on the date of issuance of an invoice. As of the execution date of this Contract, the VAT rate is [].

4.3 The Contract Price also includes all the works which could have been predicted at the stage of analysis and based on the Tender Documents.

4.4 The Contract Price shall remain constant for the entire period of performance of the Subject Matter of the Contract, except for the cases set out herein.

4.5 The Contract Price shall also include the Contractor's risk and liability arising from the checking of the Contract, including its Appendices, taking into account any possible inaccuracies, contradictions, and incompleteness. Any possible comments in this respect made by the Contractor after the execution of the Contract cannot provide

a basis for the Contractor to seek an increase in the Contract Price and/or an extension of the time for performing the Subject Matter of the Contract.

V. CONTRACTUAL TIME LIMITS

- 5.1 The Commencement of Performance of the Subject Matter of the Contract has been fixed for _____. [Or: The Commencement of Performance of the Subject Matter of the Contract shall occur on the date to be appointed by PAH in a notice to the Contractor to be delivered by PAH no later than within [] days of the execution of this Contract. If the notice referred to above is not served, the Contractor shall be entitled, but not required, to commence performing the Subject Matter of the Contract within [] days of the execution date of the Contract, and PAH's failure to hand over the construction site to the Contractor or its failure to render the performance of the Works possible in any other way shall authorize the Contractor to extend the time limit for the Completion of Performance of the Subject Matter of the Contract.]
- 5.2 The Completion of Performance of the Subject Matter of the Contract has been fixed for _____. This date may be changed only in case one of the Parties is affected by a Force Majeure event (as construed in this Contract), in which case the affected Party may claim such prolongation and the other Party is obliged to agree to such prolongation for a period the Force Majeure event lasted, as documented by the claiming Party. To all other prolongations the Investor must agree in writing (unless provided otherwise in this Contract).
- 5.3 [The Interim Dates are specified in Appendix 4 hereto.]
- 5.4 The Contractor represents that when consenting to the execution of this Contract and the time limits set out herein the Contractor took into account the possibility of the impact on the Works of the atmospheric conditions typical for specific seasons of the year and the necessity to make possible breaks or the possibility of impediments which may occur in connection with such typical atmospheric conditions. Typical atmospheric conditions shall not be deemed as a circumstance justifying any extension of the time limit for the Completion of Performance of the Subject Matter of the Contract in the performance of the Works.

VI. PROJECT MANAGER

- 6.1 The Investor has appointed _____ as the Project Manager.
- 6.2 The Project Manager shall manage the project under a separate contract with the Investor.
- 6.3 The Project Manager shall be entitled to give the Contractor immediately enforceable written instructions to change the manner of performance of the Works or instructions to be carried out within the time limit set out by the Project Manager if the Contractor performs the Works defectively or contrary to the Contract.

VII. REPRESENTATIONS AND WARRANTIES

- 7.1 The Investor represents that there are no restrictions as to the Investor's execution of this Contract.

- 7.2 The Contractor represents that:
- 7.2.1 the Contractor possesses the funds making it possible to efficiently perform the Subject Matter of the Contract, including the timely fulfillment of the Contractor's obligations towards the Investor and the Subcontractors;
 - 7.2.2 the Contractor has familiarized itself at length with the geotechnical conditions of the real property and the Project and has no reservations about them;
 - 7.2.3 the Contractor has the appropriate experience in conducting the Works;
 - 7.2.4 the Contractor is not threatened by insolvency, and no filing for insolvency, bankruptcy or liquidation has been made against the Contractor;
 - 7.2.5 there are no restrictions as to the Contractor's execution of this Contract.

VIII. CONTRACTOR'S GENERAL OBLIGATIONS

- 8.1 The Contractor is required to perform the Subject Matter of the Contract in accordance with this Contract, the art of building and all the applicable laws.
- 8.2 [The Contractor agrees to make all the necessary calculations and designs of any temporary support structures necessary to be used during the performance of the Subject Matter of the Contract.]
- 8.3 The Contractor shall respect the instructions given to it by both the Investor and the Project Manager. At the request of the Investor or the Project Manager, the Contractor shall provide the Investor or the Project Manager with any relevant documents or information.
- 8.4 The Contractor shall not use the construction site for any other purposes than the performance of the Subject Matter of the Contract.
- 8.5 The Contractor shall provide any plant, materials, equipment, labor and consumable assets, as well as any other items and services required to perform the Subject Matter of the Contract, including, without limitation, the ones listed in Appendix 3 hereto.
- 8.6 The Contractor shall ensure the appropriate number of employees of the technical staff on the construction site so as to ensure the proper supervision of the Works.
- 8.7 The Contractor agrees to organize and ensure the operation of vertical and horizontal transport of materials and equipment.
- 8.8 The Contractor shall appoint competent staff, including the site manager in charge of coordinating and supervising the Works on the part of the Contractor and serving as the first point of contact for PAH (the "**Site Manager**"). During the absence of supervision employees, the Contractor shall ensure their authorized replacements. The Works may not be carried out without the appropriate supervision. The Contractor shall ensure, in addition to the Site Manager, at least *[the necessary staff depending on the type of works]*.

- 8.9 The Contractor shall provide the Project Manager, in the agreed form and time limit, but no less often than once [a week], with reports on the progress of performance of the Subject Matter of the Contract.
- 8.10 For the proper performance of the Subject Matter of the Contract, the Contractor is required to hire the necessary number of employees duly qualified and licensed to carry out the Works.
- 8.11 The Works on the construction site can be carried out by the Contractor within the working hours conforming to the regulations and customs applicable in a given area. If the Contractor's fulfillment of the obligations under this Contract requires that the Works be carried out outside the binding working hours, the Contractor is required to advise the Project Manager of this fact, obtain the required permissions, and cover all the fees and costs related to obtaining such permissions arising from the performance of the Works outside the fixed hours.
- 8.12 [The Contractor is required to cooperate with Other Contractors, not to hinder their performance of the Works, and to ensure the coordination of the Works with the works carried out by Other Contractors.]
- 8.13 The Contractor shall supply electricity and water at its own cost and effort from the place indicated by the Project Manager on the construction site to the place of the Works, in a manner agreed with the Project Manager. The Contractor shall cover the costs of electricity, water and wastewater disposal connected with the performance of the Subject Matter of the Contract.
- 8.14 The Contractor shall keep in order the places on which the Works are carried out, as well as approaches and access roads to such places used by the Contractor.
- 8.15 The Contractor is fully liable for the entire duration of the Works until the date of the Final Acceptance of the Subject Matter of the Contract for safety on the construction site. [To this end, the Contractor shall ensure, among other things, [the drafting of construction bylaws, their coordination with the Project Manager, and application prior to the commencement of the Works.]
- 8.16 The Contractor shall prepare all the documents required for filing the complete [applications for occupancy permits], which will include all the inspections carried out or ordered by the Contractor at the Contractor's cost and on the Contractor's behalf, and, in the absence of such an option, on behalf of the Investor, and shall carry out any other activities and works required to obtain such occupancy permits.

IX. CONTRACTOR'S OBLIGATIONS TO COMPLY WITH THE TIME LIMITS FOR THE PERFORMANCE OF THE SUBJECT MATTER OF THE CONTRACT

- 9.1 During the performance of the Subject Matter of the Contract, at the request of the Project Manager, the Contractor shall draft an updated Schedule of Works and submit it to the Project Manager for the Investor's approval when the previous one becomes inconsistent with the actual progress of works. This shall not release the Contractor from the obligation of timely completion of the Works or their individual stages, as set out in this Contract.

- 9.2 Any events and facts occurring during the performance of the Subject Matter of the Contract which have not been caused by the Contractor's activity and, in the Contractor's opinion, have an impact on the Schedule of Works, must be promptly notified to the Project Manager. The Contractor's failure to perform such obligation shall deprive the Contractor of the right to change the Schedule of Works due to the occurrence of any reason which was not notified in due time.
- 9.3 The Contractor shall be liable for any consequential damages and losses incurred by the Investor as a result of the Contractor's delay in performing the Subject Matter of the Contract. The Investor may demand compensation from the Contractor for any such damage and loss.
- 9.4 The Investor's instructions concerning the performance of any Additional Works or other additional activities shall not provide a basis for the Contractor to change the time limits for the performance of the Subject Matter of the Contract unless such change of time limits has been approved by the Parties when ordering such Additional Works or activities.

X. CONTRACTOR'S OBLIGATIONS WITH RESPECT TO HEALTH AND SAFETY (H&S) AND ENVIRONMENTAL PROTECTION.

- 10.1 During the Works until the Final Acceptance of the Subject Matter of the Contract, the Contractor shall be fully liable for the safety of all the persons and property on the construction site.
- 10.2 The Project Manager and/or the Investor shall by no means be liable for the manner of the Contractor's performance of the Subject Matter of the Contract.
- 10.3 The Contractor shall carry out initial training for the Contractor's and Subcontractors' staff and the Investor's employees to familiarize them with special H&S and environmental requirements and the specific conditions of the construction site.
- 10.4 All the Contractor's employees are required to adhere to the H&S and environmental regulations and requirements at all times while on the construction site.
- 10.5 During the performance of the Works until the Final Acceptance of the Subject Matter of the Contract, the Contractor shall ensure the presence of a Site Manager duly qualified for the works being performed. The Site Manager is fully liable for the observance of the H&S and environmental regulations by all its employees and Subcontractors.
- 10.6 [Prior to the commencement of the Works, the Contractor shall draw up a list of all the employees assigned to carry out the Works, including information on the validity of the relevant H&S training sessions they attended and medical examinations confirming their capability to perform the Works on the construction site. Such obligation applies to all the Contractor's employees, including any Subcontractor's employees.]
- 10.7 The Contractor shall make sure that the entire staff is provided with the appropriate protective equipment and that such equipment is used during their presence on the construction site.

- 10.8 The Contractor and the Subcontractors shall provide all their employees with appropriately marked work clothes (including vests, helmets, safety harness, boots, masks, safety glasses and hearing protection– as may be necessary) and ID badges – as required by the Project Manager.
- 10.9 The Contractor shall provide the sites of the Works with appropriate firefighting equipment and shall ensure that such firefighting equipment is inspected and maintained in accordance with the Project Manager’s guidelines.
- 10.10 The Contractor is required to monitor the use of any hazardous substances used for the Works, determine their impact on the safety, and ensure the related information, training and protective equipment for the employees.
- 10.11 All the unused hazardous substances, including containers and packaging thereof, delivered to the construction site shall be removed in accordance with the relevant regulations applicable to hazardous substances. The rules for providing first aid related to accidents with hazardous substances shall be placed where they are visible.
- 10.12 The Contractor shall provide the workplaces with first-aid kits to be placed in a generally accessible place.
- 10.13 The Contractor shall keep the Works protected against the Contractor’s employees or other persons falling from a height. The Contractor shall fence all dangerous, dark and/or insufficiently protected places prior to the commencement of the Works, in a way to be agreed with the Project Manager.
- 10.14 The Contractor shall use only equipment in good working order with appropriate certificates. Such certificates shall be kept by the Contractor on the construction site.
- 10.15 The equipment having no relevant technical worthiness certificates must not be kept on the construction site.
- 10.16 The Contractor shall ensure the trained and qualified service and operators of the equipment used by the Contractor.
- 10.17 In case of any events threatening human life or the Investor’s property the Contractor must, without any special instructions or authorizations, take appropriate measures to counteract the consequences of such dangerous events.
- 10.18 The Contractor shall keep the Project Manager informed about any accidents resulting from or related to the Works which caused at least a one-day absence from work of any person. If an accident results in death or serious bodily injury, the Site Manager is required, in addition to the obligations resulting from the law, to inform the Project Manager without delay.
- 10.19 The Contractor shall dispose of any waste and garbage lawfully, paying all the related charges, in accordance with the statutory requirements. The Contractor shall provide the construction site with an appropriate number of waste containers and garbage skips of appropriate sizes and shall ensure their regular removal from the construction site to a legal landfill site.
- 10.20 The Contractor shall ensure the observance of the total ban on alcohol consumption

or the use of any other intoxicating substances on the construction site.

XI. CONTRACTOR'S OBLIGATIONS WITH RESPECT TO PROPERTY PROTECTION

- 11.1 The Contractor shall be liable for safeguarding and protecting the Subject Matter of the Contract against destruction, damage or dirt until the Final Acceptance of the Subject Matter of the Contract.
- 11.2 The Contractor shall safeguard and protect its own property and built-in materials and devices at its own cost.
- 11.3 The Contractor shall repair any damage it causes, at its own cost, within 14 days of the Investor's notice of such damage, and shall cover any and all related charges.

XII. INVESTOR'S OBLIGATIONS

- 12.1 The Investor is required to provide the Contractor with the documents enabling the performance of the Works.
- 12.2 The Project Manager shall formally deliver the construction site to the Contractor and specify its boundaries within the time limit set out in the Schedule of Works, and the Contractor shall bear full liability for the construction site and any possible damage from the time of the formal delivery of the construction site.
- 12.3 The Investor is required to appoint the Project Manager.
- 12.4 The Investor is required to pay for the performed Works within the time limits set out in this Contract.
- 12.5 The Investor is required to carry out any other activities which have not been listed in clauses 1-4 of this Article and are required under the relevant regulations in connection with the preparation and supervision of the Works within the time limits and on the principles set out in the Contract.

XIII. CHANGES IN THE SUBJECT MATTER OF THE CONTRACT.

- 13.1 The Investor may make changes in the Subject Matter of the Contract, including, in particular, changes in the scope of the Works, in the technical documentation or in the Schedule of Works.
- 13.2 In each case of submitting proposed changes, the Contractor shall present a cost evaluation in writing and/or estimate the impact of the proposed changes on the Schedule of Works as soon as practicable, but no later than within [7] business days, presenting the required information.
- 13.3 The Contractor may introduce changes into the Subject Matter of the Contract only upon the prior consent of the project designer [_____] and upon the prior written consent of the Project Manager, and such changes may not cause the lowering of the standard of the Subject Matter of the Contract or any material changes in the Construction Design.

XIV. ACCEPTANCE OF THE SUBJECT MATTER OF THE CONTRACT

- 14.1 The Final Acceptance shall confirm the Completion of Performance of the Works and is aimed at handing over all the Works free of any Faults or Defects and Deficiencies to the Investor in a condition consistent with this Contract.
- 14.2 Within up to [] calendar days of the Contractor's notice of the Completion of Performance of the Subject Matter of the Contract, the Project Manager shall appoint the date of the Final Acceptance of the Subject Matter of the Contract. The Final Acceptance shall be carried out by the [Project Manager]/[Head of PAH Mission].
- 14.3 If, during the Final Acceptance, which is to be recorded by a protocol, any Faults or Defects and Deficiencies are uncovered, the Investor may:
- 14.3.1 refuse to accept the Subject Matter of the Contract until the Faults or Defects and Deficiencies are rectified, which will be deemed as a delay in the Contractor's delivery of the Works until the rectification of the Faults or Defects and Deficiencies; or
 - 14.3.2 agree to accept the Subject Matter of the Contract. In such a case, the Project Manager shall draw up a list of the Works to be performed and Defects and Deficiencies to be rectified, and the Contractor shall perform the outstanding Works and rectify the Faults or Defects and Deficiencies within [14] calendar days of the drawing up of such list, unless the Parties agree on any other time limit, with the damage arising from any permanent Defects and Deficiencies which cannot be rectified to be repaired by reducing the Remuneration by the amount of the full remuneration due to the Contractor for the Works in which such Faults or Defects and Deficiencies occur.
- 14.4 The Final Acceptance confirmed by a protocol shall authorize the Contractor to issue the final invoice.
- 14.5 Any Faults or Defects and Deficiencies uncovered and reported after the Final Acceptance date shall be considered as repairs under guarantee.
- 14.6 During the notice period, or, in case of termination or expiration of the Contract prior to the full completion of the Subject Matter of the Contract, promptly upon the termination or expiration of the Contract, the Parties, with the participation of the Project Manager and the Site Manager, shall draw up an acceptance protocol of the Works in progress. The acceptance protocol of the Works in progress will provide a basis for an invoice to be issued by the Contractor.
- 14.7 [The provisions of the above clauses 1-3 shall apply accordingly to the acceptance of the Works completed at each of the stages (within the Interim Dates) listed in Appendix 4 hereto.]

XV. FINANCIAL SETTLEMENTS

- 15.1 [The financial settlements between the Contractor and the Investor shall be based on the invoices to be issued along with the progress of the performance of the Subject Matter of the Contract [monthly] [upon the completion of each of the stages listed in Appendix 4 hereto]. [Upon the Final Acceptance of the Subject Matter of the

Contract, the Contractor shall be entitled to issue a final invoice reduced by the Retained Amount to be released on the principles set out in Article XIX of the Contract.]]. / [The payment of the full remuneration due to the Contractor under this Contract, subject to the Retained Amounts, shall be made after the Final Acceptance.]

- 15.2 The Contractor shall issue invoices to the Investor in accordance with a document prepared by the Project Manager and approved by the Investor specifying the amount due to be paid [in a given calendar month] [at a given stage].
- 15.3 The Investor is required to make the payment under an invoice issued by the Contractor within [thirty (30)] days of the date of issue of the invoice.

XVI. CONTRACTUAL PENALTIES

- 16.1 If the Contractor fails to perform the Subject Matter of the Contract by the date of Completion of Performance of the Subject Matter of the Contract, the Contractor shall pay the Investor a contractual penalty in the amount of [] of the Contract Price for each calendar day of such delay.
- 16.2 For delay in the Contractor's delivery of the Schedule of Works or in updating such Schedule, the Contractor shall pay the Investor a contractual penalty in the amount of [] of the Contract Price for each calendar day of such delay.
- 16.3 If this Contract is terminated by notice or without notice through the Contractor's fault, the Investor shall be entitled to a contractual penalty in the amount of []% of the Contract Price, with the Investor being entitled to claim damages in excess of the contractual penalty.
- 16.4 If this Contract is terminated by notice or without notice through the Investor's fault, the Contractor shall be entitled to a contractual penalty in the amount of []% of the Contract Price.
- 16.5 For any delay in the payment of part of the Remuneration under an issued invoice longer than [thirty days], the Investor shall be required to pay statutory interest for each day of such delay.
- 16.6 If the Contractor fails to perform its obligations under the Contract causing any damage or loss to the Investor, the Investor may charge the Contractor with the costs resulting from the removal of the effects of such damage or coverage of the incurred loss.
- 16.7 [If the Contractor causes any delay in complying with the Interim Dates conditioning the performance of any works by Other Contractors, the Investor may:
- 16.7.1 charge the Contractor with the costs resulting from the making up for the delay, including the necessity to employ Another Contractor; and/or
- 16.7.2 charge the Contractor with the costs resulting from the effects of such delay.]
- 16.8 The Investor shall be entitled to set off the amounts of contractual penalties against the payments due to the Contractor.

XVII. FORCE MAJEURE

- 17.1 Force Majeure events shall be deemed to be extraordinary external events, unpredictable or unpreventable for either Party, which neither Party has an impact on or could have reasonably protected itself against prior to the execution date of the Contract, and which are not attributable to the other Party, including, without limitation:
- 17.1.1 wars and any other military actions, invasions, mobilizations, embargoes;
 - 17.1.2 nuclear explosions, radioactive contaminations;
 - 17.1.3 uprisings, coups or civil wars;
 - 17.1.4 fire or any other natural disasters causing the stoppage of the Works.
- 17.2 If the performance of the Subject Matter of the Contract is stopped due to the occurrence of Force Majeure, the Investor shall be required to pay the Contractor part of the remuneration proportional to the performed part of the Subject Matter of the Contract, to be confirmed by a bilateral protocol, in accordance with the provisions of the Contract.

XVIII. [PERFORMANCE BOND]

- 18.1 [Within [fourteen calendar days] of the execution date of the Contract, the Contractor shall be required to provide the Investor with an unconditional and irrevocable performance bond for the Subject Matter of the Contract, payable at first demand and accounting for []% of the Contract Price, issued by an internationally-renowned bank, or an insurance guarantee issued by an internationally-renowned insurance company securing any of the Investor's claims under this Contract.
- 18.2 The release from the performance bond shall take place upon the expiration of the period for which this Contract is made.
- 18.3 The performance bond of the Contract referred to above shall be used by the Investor in the event of the occurrence of any of the following events:
- 18.3.1 the Contractor performing the Subject Matter of the Contract defectively or contrary to the terms of the Contract following a prior request made to the Contractor to change the manner of its performance, including an additional time limit upon the ineffective expiration of which the Investor shall be entitled to withdraw from the Contract, or in the event of the assignment of an improvement or further performance of the Subject Matter of the Contract to Another Contractor;
 - 18.3.2 delay in the performance of the Subject Matter of the Contract, or part thereof, in relation to the time limits specified in the Contract, as a result of which the Investor is forced to employ Another Contractor to make up for the delay, if such delay is attributable to the Contractor;
 - 18.3.3 delays in repairs in the warranty period.

- 18.4 If the Contractor fails to provide the performance bond for the Subject Matter of the Contract within the time limit set out in clause 1 of this Article, the Investor reserves the right to withdraw from the Contract due to the Contractor's fault while keeping the right to claim contractual penalties and damages.
- 18.5 The Investor shall always be entitled to set off against the guarantee any and all amounts due to the Investor from the Contractor arising as a result of performance of the Subject Matter of the Contract.
- 18.6 If the Investor uses the performance bond within the period until the Final Acceptance of the Subject Matter of the Contract, the Contractor agrees to obtain and provide the Investor, prior to commencing the Final Acceptance, with a supplementary unconditional and irrevocable bank guarantee payable at first demand, issued on the same terms as the performance bond. The validity of such guarantee may not expire prior to the lapse of [] months from the date of Final Acceptance. If the obligation to submit the supplementary bank guarantee is not fulfilled, the Investor may refuse to commence the Final Acceptance, which will be considered as a delay in carrying out the Final Acceptance through the fault of the Contractor.]

XIX. WARRANTY (*REKOJMIA*)

- 19.1 The Contractor gives the Investor a warranty within the meaning of Polish Civil Code for the Subject Matter of the Contract for the period of [three years] from the date of the Final Acceptance of the Subject Matter of the Contract and agrees to rectify any Faults or Defects and Deficiencies which become apparent in that period, within the time limit set out in Article 20.2 below.
- 19.2 If any Fault or Defect and Deficiency occurs in the Subject Matter of the Contract in the warranty period, the warranty period will commence again with respect to the part of the Subject Matter of the Contract affected by such Fault or Defect and Deficiency as of the date on which the Investor confirms the Contractor's rectification of such Fault or Defect and Deficiency.
- 19.3 The Contractor shall be fully liable, also in financial terms, for the occurrence of any damage or loss as a result of the occurrence of any Faults or Defects and Deficiencies reported to the Contractor in the warranty period.
- 19.4 If the Contractor fails to rectify any Fault or Defect and Deficiency within the fixed time limit, PAH shall be entitled to rectify them on its own at the Contractor's cost (from the Retained Amount, if sufficient) and at the Contractor's risk. If the Retained Amount is sufficient, the costs of such rectification shall be covered by PAH from the Retained Amount. If the costs turn out to be higher than the Retained Amount, the Contractor shall reimburse PAH for all the costs of such rectification in accordance with an invoice issued by PAH.
- 19.5 Upon the lapse of the warranty period pursuant to this Article, the Contractor shall issue an invoice to PAH for the Retained Amount. If the Retained Amount is not used by PAH, PAH shall pay such Retained Amount to the Contractor within [30 days] of the date of the correctly issued invoice. However, if the Retained Amount is used by PAH, PAH shall advise the Contractor about the amount for which the Contractor should issue a corrective invoice.

XX. CONFIRMATION OF UNCOVERED FAULTS OR DEFECTS AND DEFICIENCIES AND THEIR RECTIFICATION IN THE WARRANTY PERIOD

- 20.1 The Investor is required to promptly notify the Contractor in writing about any uncovered Fault or Defect and Deficiency.
- 20.2 The Contractor, within no more than [fourteen (14)] days of a written notice of the uncovered Faults or Defects and Deficiencies, shall rectify the reported Faults or Defects and Deficiencies. In particularly justified cases, the Contractor and the Investor can agree on a different time limit.
- 20.3 In the period following the discovery of a Fault or Defect and Deficiency and the notice provided to the Contractor, but prior to their rectification by the Contractor, the Investor shall be entitled to take actions aimed at minimizing any damage or loss resulting from the occurrence of such Fault or Defect and Deficiency. In such a case, the Investor shall cover all the costs from the Retained Amount.
- 20.4 Any materials, plant and equipment, and the manner of performance of the Works in which defectiveness or damage occurred during the warranty period, as well as any materials, plant and equipment, and the manner of performance of the Works falling within the scope of works of any Other Contractor or the Investor's property whose damage was caused by such defective materials, plant and equipment, and/or the manner of performance of the Works, for which the Contractor was liable, shall be subject to repair or replacement.
- 20.5 The Contractor and the Investor may agree that the Faults or Defects and Deficiencies or any damage caused by them shall be rectified by the Investor or Another Contractor in place of the Contractor, and the Investor shall charge the Contractor with the reasonable costs thereof.
- 20.6 If the Contractor fails to rectify any Fault, Defect or Deficiency or damage it caused within the time limit fixed by the Investor, the Investor shall be entitled to appoint in writing the final date for the Contractor's rectification of such Fault, Defect and Deficiency or damage. If the Contractor fails to comply with such time limit, Article 19.4 shall apply.

XXI. CONTRACTOR'S INDEMNITY

- 21.1 The Contractor shall indemnify the Investor and the Investor's representatives against any liability for damages under the performance of the Subject Matter of the Contract for any costs, expenses, liabilities, claims and court proceedings, set out by the applicable laws, arising from the circumstances listed below:
- 21.1.1 bodily injury or death of any person and any third person resulting from the performance of the Subject Matter of the Contract;
- 21.1.2 damage or destruction of any real and movable property if such damage or destruction is caused by the performance of the Subject Matter of the Contract, including any third party property.

XXII. [INSURANCE]

22.1 The Contractor shall purchase, on its own and at its own cost, the following insurance:

22.1.1 insurance against any construction risks related to the performance of this Contract for the amount of insurance not lower than the Contract Price, with a nationally- or internationally-renowned insurance company previously presented to the Investor for approval. The Investor, the Contractor and the Subcontractors must act in such insurance agreement as the joint insured;

22.1.2 liability insurance against any real or personal damage and financial consequences of such damage inflicted on any third party as a result of the performance of the Works, referred to in this Contract, with a limit of indemnity for one event not lower than _____ (_____) zlotys, with a nationally- or internationally-renowned insurance company previously presented to the Investor for approval. The insurance term will cover the period until the Final Acceptance of the Subject Matter of the Contract and the warranty or guarantee term not shorter, however, than [] months from the Final Acceptance of the Subject Matter of the Contract;

22.1.3 insurance of all construction plant and equipment used to perform the Subject Matter of the Contract for an amount not lower than their replacement value;

22.1.4 accident insurance for employees.

22.2 The Contractor is required to maintain the insurance agreements referred to in this Article for the entire term of this Contract.

22.3 The Contractor agrees to present the concluded insurance agreements referred to in this Article, including documented premium payments, no later than seven (7) days prior to the commencement of the Works. Unless this obligation is fulfilled, the Investor shall be entitled to enter into an agreement on its own, at the Contractor's cost, with an option to set off such costs against any payments under the Contractor's remuneration.

22.4 If the Contractor fails to maintain such insurance agreements for the entire term of this Contract, the Investor shall be entitled to purchase and maintain appropriate insurance agreements, setting off their costs against any payments under the Contractor's remuneration.]

XXIII. SUSPENSION OF PERFORMANCE OF THE SUBJECT MATTER OF THE CONTRACT

23.1 The Investor may demand at any time, by serving a written notice on the Contractor 14 calendar days in advance, that the Contractor suspend performing the Subject Matter of the Contract. In such a case, the Contractor, in consultation with the Investor, shall protect the part of the Subject Matter of the Contract performed until the suspension date.

23.2 The Investor is required to pay the Contractor the remuneration for the part of the Subject Matter of the Contract performed until the time of suspension.

- 23.3 Upon the receipt of the instruction to resume the performance of the Subject Matter of the Contract, the Contractor shall review the Subject Matter of the Contract together with the Investor and present reasonable proposals of amendments of the Contract.

XXIV. WITHDRAWAL FROM THE CONTRACT

- 24.1 If the Contractor fails to fulfill the obligations under this Contract or carries out the Works defectively or contrary to the Contract, in particular, if the progress of Works threatens the timely completion of the Works or individual stages of the Works, the Investor shall request the Contractor in writing to change the manner of performance of the Contract or rectify the Faults, Defects or Deficiencies and carry out the unperformed or improperly performed Works within [7 days] of the date of delivery of such request.

- 24.2 If the Contractor:

24.2.1 fails to comply with the request addressed to the Contractor pursuant to clause 1 of this Article within the time limit specified therein;

24.2.2 has financial difficulties, or the conditions for the declaration of its bankruptcy have been met, or the Contractor becomes insolvent, or liquidation proceedings are initiated against the Contractor, or its liquidation is opened;

24.2.3 delays the commencement or progress of Works against the Schedule of Works by more than [] days or suspends the Works for a period longer than [] days, and the reason for the delay or suspension of the Works is not attributable to the Investor and is not the result of Force Majeure;

24.2.4 suspends the performance of the Works, in full or in part, due to Force Majeure for a period of more than []; or

24.2.5 fails to carry out the Project Manager's instruction within [7 days] of the date it was given;

the Investor may terminate this Contract with a [7-day] notice and demand that the Contractor leave the construction site. The Contractor shall be required in such a situation to provide the Investor with all the documents drawn up by or for the Investor in connection with this Contract. The Contractor shall not, in spite of the termination of this Contract, be released from any liability for the non-performance or undue performance of this Contract. The rights of the Investor or its representatives under this Contract shall be respected.

- 24.3 If the Investor is in delay for any reason not justified under the law or the provisions of this Contract with any partial payments of the remuneration due to the Contractor for a period longer than [thirty (30)] days, the Contractor may terminate this Contract upon a (seven-day) notice.

XXV. COPYRIGHTS

- 25.1 The Contractor represents and warrants that the performance of the Contract shall not

breach any copyrights and personal rights or any other third party rights.

- 25.2 The Contractor represents that its copyrights and related rights to make the Deliveries shall not be limited within the scope covered by this Contract.
- 25.3 Upon the receipt of the Contract Price, the Contractor shall transfer to PAH all copyrights and related right to make the Deliveries including the exclusive right to permit the exercise a derivative copyright as part of the payment for the performance of the Contract (i.e., without any additional fee for assignment of copyrights); provided that such rights arise as a result of the performance of the Contract.
- 25.4 The copyrights and related rights shall be assigned, as contemplated in Article 25.3, in all known fields of cooperation, and in particular:
 - 25.4.1 fixing with any technique, including print, on a photographic film, on a magnetic tape, on a diskette, digitally;
 - 25.4.2 multiplying with any technique, including print, on a photographic film, on a magnetic tape, on a diskette, digitally;
 - 25.4.3 marketing;
 - 25.4.4 inputting into a computer memory and into a computer and/or multi-media network;
 - 25.4.5 making the work publicly available in such a way that any person may have an access to it in a place or at a time chosen by him or her (e.g., making available on the Internet);
 - 25.4.6 public performance and/or public representation;
 - 25.4.7 exhibiting;
 - 25.4.8 displaying;
 - 25.4.9 lending;
 - 25.4.10 fixed or wireless video or audio broadcasting by a ground broadcasting station;
 - 25.4.11 broadcasting via satellite;
 - 25.4.12 retransmission.
- 25.5 The assignment of the copyrights as referred to above shall not be limited either in time or territory, i.e. it shall apply to both the territory of Poland and territories of any other rights.
- 25.6 The Contractor accepts all liability for a breach of copyrights and other third party industrial property rights in performance of this Contract, regardless of against which Party a claim for breach of such rights is presented.

XXVI. CONFIDENTIALITY

- 26.1 Neither the Contractor nor PAH shall disclose any Confidential Information to third parties for any reason and shall not use any Confidential Information in any manner other than in order to perform this Contract other than: (i) subject to prior written consent of the other Party, which in PAH's case shall mean the consent granted by PAH Management Board; (ii) to the extent required by law or legal regulations; or (iii) to representatives, legal, accounting or professional advisors, financing institutions and auditors.
- 26.2 In this Contract "Confidential Information" shall mean: (i) any information connected with this Contract, the tender as a result of which this Contract was entered into or received by the Party in connection with its performance; (ii) any information of the Parties which is not in public domain; and (iii) any information provided to the Party by a third party authorized to disclose such information.
- 26.3 The Parties shall instruct their legal and accounting advisors, consultants, auditors, employees, voluntaries, and other representatives and collaborators, involved in the performance of the Contract, of the confidentiality commitment set out in Article 26.1 above. If so requested, to confirm the acceptance of such confidentiality undertaking, the Contractor shall collect written declarations signed by the aforesaid persons and forward them to PAH.
- 26.4 The Contractor and PAH, respectively, shall be responsible for ensuring that all persons specified in Article 26.3 above will comply with the confidentiality undertaking.
- 26.5 Any documents exchanged between the Parties shall be used only for the performance of this Contract and shall not (also after the completion of the Contract), be used by a Party for any purpose other than the performance of the Contract without prior written consent of the other Party, which in PAH's case shall mean consent from the PAH Management Board.

XXVII. PERSONAL DATA PROTECTION

- 27.1 The Parties agree to conform to applicable legal regulations concerning personal data protection and not to make any data on employees, voluntaries, beneficiaries or collaborators of any Party hereto to third parties.
- 27.2 PAH may ask the Contractor to disclose the data of its employees or collaborators. In such case the scope of information required by PAH shall be determined in the request delivered to the Contractor. The Contractor agrees to provide data concerning its employees or collaborators within the requested scope within 14 days PAH has made such request.

XXVIII. ADDRESSES AND DELIVERIES

- 28.1 Any notices, announcements, including those concerning the termination of this Contract or withdrawal from its performance, consents and other communications required on the basis of this Contract must be delivered in writing in person, sent by registered mail (or courier service), by an e-mail with confirmation of its receipt or

by fax, to the following addresses:

If to the Contractor:

[_____]

Phone: [_____] / Fax: [_____]

If to PAH:

[_____]

Phone: [_____] / Fax: [_____]

XXIX. LANGUAGE OF THE CONTRACT

The [English] language shall be the language of the Contract and the entire correspondence between the Parties and of any matters related to the Contractor's performance of the Subject Matter of the Contract.

XXX. LAW OF THE CONTRACT. DISPUTE RESOLUTION

- 30.1 This Contract shall be governed by and construed in accordance with the laws of Poland.
- 30.2 Any disputes arising from or in connection with this Contract, which cannot be settled amicably within thirty (30) days or another period agreed upon between the Parties, shall be resolved by a court of arbitration at the Polish Chamber of Commerce in Warsaw in accordance with its rules.

XXXI. FINAL PROVISIONS

- 31.1 This Contract becomes effective as of the date of its execution by both Parties.
- 31.2 Any amendments or supplements of this Contract shall be null and void unless executed in writing in the form of an annex signed by both Parties.
- 31.3 On the execution date of the Contract the Parties shall indicate their attorneys for representation on matters arising from this Contract:
- 31.3.1 The Investor is represented by _____;
- 31.3.2 The Contractor is represented by_____.
- 31.4 The Contractor's legal or financial successors shall be fully liable for the performance of the Contractor's obligations taken towards the Investor under the Contract, in accordance with the terms of the Contract.
- 31.5 This Contract has been executed in [two (2)] identical counterparts, one for each Party. A copy of the Contract shall be delivered to the Project Manager.

The Investor

Date: _____

The Contractor

Date: _____

APPENDIX 1.

Technical Documentation – detailed design documentation, including the list of drawings

APPENDIX 2.
Tender Documents *(if applicable)*

APPENDIX 2.
(If Tender Documents not applicable)

Contractor's Statement

I/We..... *[PLEASE CHOOSE I/we]*, representing *[PLEASE INSERT full name of the company]* under a Power of Attorney, attached to the offer, hereby declare that established in*[PLEASE INSERT city and country of company's establishment]*, agrees to participate in the *[PLEASE INSERT type of procurement procedure, e.g. open tender, as announced in the Contract Notice]* (“**Tender**”), in observance of the principles and declarations made hereunder and is fully aware that any failure to comply thereto could lead to its exclusion from the Tender and to the rejection of its offer.

I/We..... *[PLEASE CHOOSE I/we]* hereby declare that *[PLEASE INSERT full name of the Tenderer/ Candidate]* I am not in conflict of interest with any other commitment or contracts as well as no corrupt, fraudulent, abusive or coercive practice is behind my actions and I shall carry out my duties to the highest professional standards in the best interests of the Investor with no consideration linked to possibilities for future contracts and that it observes the following principles and minimum standards throughout its commercial and procurement activities and has procedures in place to ensure that respect for these principles and standards is upheld by its staff, co-contractors and partners:

LABOUR STANDARDS

1. Employment is freely chosen meaning there is no forced, bonded and involuntary prison labour, and workers are not required to lodge ‘deposits’ or their identity papers with the employer and are free to leave their employment after reasonable notice;
2. Freedom of association and the right to collective bargaining are respected meaning workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining;
3. Working conditions are safe and hygienic;

4. Child labour shall not be used. For the purpose of this statement “child labour” should be defined as work that deprives children and their childhood, their potential and their dignity, and that is harmful to physical and mental development. There should be no recruitment of children and children under 18 years of age shall not be employed at night or in hazardous conditions, including any work which is likely to jeopardize children’s physical, mental or moral health, safety or morals;
5. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks, whichever is higher. The wages paid should always be high enough to meet basic needs and to provide some discretionary income;
6. Working hours are not excessive meaning they comply with national laws and benchmark industry standards;
7. No discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation is practised;
8. Regular employment is provided meaning the work performed must be on the basis of a recognised employment relationship established through national law and practice;
9. No harsh or inhumane treatment is allowed meaning physical abuse/discipline, threat of physical abuse, sexual or other harassment and verbal abuse, or other forms of intimidation shall be prohibited.

ENVIRONMENTAL STANDARDS

Suppliers should, as a minimum, comply with all statutory and other legal requirements regarding the environmental impacts of their business and should aim to:

1. Minimize waste and recycle items whenever this is practicable;
2. Adopt effective controls of waste with respect to ground, air and water pollution;
3. Adopt emergency plans in the case of hazardous materials;
4. Avoid undue and unnecessary use of materials and use recycled material whenever appropriate;
5. Monitor processes and activities as necessary to ensure that conservation of scarce resources;
6. Maximize efficient energy usage to minimize harmful emissions.

TRANSPORT AND CARGO STANDARDS

1. Any transport services should be provided by a company which adheres to the highest possible safety and employment standards; does not engage in transporting illicit or

illegal goods, ammunition or other conflict-sensitive materials to or from territories subject to a UN or EU embargo; and which commits to respect human rights and to observe international humanitarian law. In a situation when the supplier of the goods is the one arranging transport then the supplier should ensure that the transport services meet these standards;

2. When air transport is required, preference shall be given to providers who are not on the EU Safety Ban List and whose aircraft are registered in countries which meet the International Civil Aviation Organization's standards.

CONFIDENTIALITY

The[PLEASE insert the company's name] agrees to hold in trust and confidence any information or documents disclosed to it, discovered by it or prepared by it in the course of or as a result of its participation in the above mentioned procurement procedure, and agrees that is shall be used only for the purposes of this procedure.

ELIGIBILITY UNDER EU FINANCIAL RULES

..... [PLEASE CHOOSE I/we] furthermore hereby declare that represented by him/her/they [PLEASE INSERT full name of the Tenderer/ Candidate]:

1. Is not subject to any conflict of interest in the ongoing procurement procedure for this contract with other commitments or contracts recently concluded or to be concluded wither individually or through any subsidiary or related company;
2. Is not bankrupt or being wound up or having its affairs administered by the courts. It has not entered into an arrangement with creditors or suspended business activities and is not the subject of proceedings concerning those matters. Neither is it any analogous situation arising from a similar procedure provided for in national legislation or regulations;
3. Has never been convicted of any offence concerning its professional conduct by a judgment which has the force or res judicata;
4. Had never been proven guilty of any grave professional misconduct by any means which the contracting authority can justify;
5. Has fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
6. Has never been a subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity, including coercive or collusive, detrimental to the EU's financial interests;
7. Is not currently subject to any administrative penalty imposed by an EU funded donor for (i) being found guilty of misrepresentation in supplying the information required as a condition of participation in a procurement procedure or failing to supply this

information; (ii) being declared in serious breach of its obligations under any covered by the EU budget.

8. Is not subject to a conflict of interest in accordance with Article 94(a) of the Financial Regulation;

..... [PLEASE CHOOSE I/we] shall inform the PAH about any of the above said circumstances immediately after they arise or immediately after [PLEASE CHOOSE I/we] or any other member of the Company become knowledgeable of those circumstances.

The[PLEASE insert the company's name] agrees that the European Commission, or persons mandated by the European Commission, including the European Anti-Fraud Office (OLAF), and the Court of Auditors shall exercise their powers of control on documents and on the spot in the relation to the contract founded by Community funds.

Any terms not defined in this document shall have the meaning given to them in the Rules of conduct applicable to tenders organized by Polska Akcja Humanitarna.

Name and the seal of the Company _____

Address _____

Representative Name: _____

Position with the Company: _____

Place, date: _____

Signature

APPENDIX 3.
List of the Works, Plant, Materials and Equipment

APPENDIX 4.
Schedule of Works

APPENDIX 5.
Copies of the Contractor's Insurance Policies

APPENDIX 6.
Performance Bond of the Subject Matter of the Contract

APPENDIX 7.

The Contractor's Offer dated
(If not included as a Tender Document)