

APPENDIX 3 TO TERMS OF REFERENCE

CONTRACT ESSENTIAL PROVISIONS

concluded on in Warsaw (hereinafter referred to as the “Contract”) by and between:

Lotnicze Pogotowie Ratunkowe, with its registered office in Warsaw, at ul. Księżycowa 5, postal code 01-934 Warsaw; entered to the National Court Register of Associations, Other Social and Professional Organisations, Funds and Public Healthcare Establishments under KRS no. 0000144355, maintained by the District Court for the capital city of Warsaw, XIII Commercial Division of the National Court Register, REGON 016321074, NIP 522-25-48-391,

hereinafter referred to as the **Contracting Authority**,

represented by: **Robert Gałązkowski, Director**,

and

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hereinafter referred to as the **Contractor**,

represented by:.....

.....

hereinafter referred to jointly as the “Parties” and individually as a “Party”.

Preamble

As a result of the public contract award procedure conducted by means of a tendering procedure no. ZP/6/VIII/2020, for the “**Performance of an HSI (Hot Section Inspection) of PT6A-66 engines with serial numbers PCE-RK0104 and PCE-RK0103**”, pursuant to Article 39 of the Act of 29 January 2004 Public Procurement Law (Dz. U. 2004, No. 19, Item 177, i.e. Dz.U. of 2019, Item 1843), the Parties hereby conclude a Contract with the following contents:

Any references hereinafter to:

1. Maintenance Organisation – shall mean an approved maintenance organisation performing, as ordered by the Contractor, maintenance (HSI) of an PT6A-66 engine, and approved by the aviation authority in accordance with the requirements of Part-145 regulations, as defined in the Commission Regulation (EU) No. 1321/2014 of 26 November 2014 on the continuing airworthiness of aircraft and aeronautical products, parts and appliances, and on the approval of organisations and personnel involved in these tasks, as amended.
2. Working Day – shall mean working days at the Maintenance Organisation. The holidays applicable at the Maintenance Organisation during the term of the Contract are indicated in Appendix 11 hereto;
3. Contracting Authority’s Maintenance Base – shall mean the base of the maintenance organisation, located in Warsaw, at ul. Żwirki i Wigury 1C, Warszawa-Okęcie (EPWA) airport, or in Goleniów, Szczecin-Goleniów (EPSC) airport.

§ 1
Subject-matter of the Contract

The subject-matter hereof shall be:

1. performance of a Hot Section Inspection of two PT6A-66 engines with serial numbers PCE-RK0104 and PCE-RK0103, owned by the Contracting Authority, at the Contracting Authority's Maintenance Base,
2. disassembly of the engine components which, as a result of the inspection, are found to require a repair and their transport to the Maintenance Organisation for it to carry out the repair. Afterwards, transport of the components made serviceable to the Contracting Authority's Maintenance Base for the purpose of assembling them in engines and carrying out final tests,
3. provision of all materials, parts, and components required for the said inspection and repair.
4. issuance of a Certificate of Release to Service (CRS) after completing the works.

§ 2
Contractual time-limits

1. The subject-matter hereof, as specified in § 1, shall be completed by the Maintenance Organisation within (not more than 20) working days counted from the day on which the engines are handed over for HSI.
2. The Contracting Authority shall inform the Contractor about the availability of engines for HSI 2 weeks before the day of their availability for maintenance at the latest, not later, however, than within 30 days from the Contract conclusion date.

§ 3
Price of the subject-matter of the Contract

1. The Parties have determined that the total value of the Contract shall be up to the amount of (*currency to be provided*).
2. The Contractor's total lump-sum remuneration shall be composed of the following amounts:
 - a) for performing an HSI of two PT6A-66 engines with serial numbers PCE-RK0104 and PCE-RK0103 – up to the amount of (*currency to be provided*);
 - b) for transporting and repairing the components dismantled from the PT6A-66 engines with serial numbers PCE-RK0104 and PCE-RK0103, including the subcontractors' remuneration – up to the amount of (*currency to be provided*).

The amounts enumerated in subpar. a) and b) include the costs of all materials, parts, and components.

The final total remuneration payable to the Contractor shall be determined upon the performed engine inspection based on the inspection time, costs of the materials used, and the repair or replacement of the damaged parts.

3. The payments for the Contractor's operations described in par. 2 subpar. a) and b) shall be made on the basis of VAT invoices correctly issued by the Contractor immediately upon the Contracting Authority's signing the Take-Over Report, the template of which is the Appendix 3 hereto, within 14 calendar days from the date of receiving the invoice by the Contracting Authority. The payments shall be made in (*currency to be provided*), by bank transfer to the Contractor's bank account maintained in bank with number indicated also in the VAT

invoice. Signing the qualified Take-Over Report may be a ground for making the payment by the Contracting Authority only after the Contractor remedies the causes of the qualifications specified in the said report.

4. It shall be permitted to issue partial invoices for the completed scope of the inspection, confirmed by the Contracting Authority, with the used parts taken into account.
5. The Parties shall deem the day of debiting of the Contracting Authority's bank account as the date of payment.
6. Each of the Parties shall bear the banking costs at its respective bank.
7. The Contractor shall be entitled to remuneration only for the works actually completed, in particular in the case of partial rescission of the Contract by the Contracting Authority, the Contractor shall be entitled to remuneration only for the works actually completed during the engine inspection, whereby the engines returned to the Contracting Authority may not be in a worse condition than on the moment of handing them over to the Contractor for maintenance, in particular they shall be assembled.
8. Any and all undisputed payments specified in the Contract shall be settled by the Parties by 31 December 2020.

§ 4

Repair of engine components

1. The scope of repair at the Maintenance Organisation shall cover:
 - a) the repair of the components the damage of which was found during the verification at the Contracting Authority's Maintenance Base. The components disassembled for the purpose of repair shall be reinstalled or replaced with other airworthy ones in engines with serial numbers PCE-RK0104 and PCE-RK0103, in accordance with the EASA Part-145 regulations;
 - b) the performance of all operations accompanying the workshop visit of the disassembled components, including preservation, packing and preparing them for transport.
2. Where it is necessary to perform works beyond the scope of the repair specified in par. 1 and in the Contractor's Tender of, the Contractor shall notify the Contracting Authority thereof by sending it the relevant information electronically in accordance with § 12 par. 2 hereof. The works beyond the specified scope of repairs shall be performed only upon the Contracting Authority's consent in accordance with the procedures applicable at the Contracting Authority's. The time-limit for performing the subject-matter hereof may be then extended by the time of performing the works.
3. Where the performance of the subject-matter hereof is entrusted in any part to a subcontractor, the Contractor shall be liable for such an entity's acts as though they were its own acts.
4. The Contract permits the Contractor to use parts with an alternative P/N other than the one specified in the Contractor's Tender, being Appendix 1 hereto, provided that this fact is approved by the Contracting Authority in writing. The price offered for parts with an alternative P/N may not be higher than for the parts originally described and priced in Appendix 1 hereto. Any change to a lower price and/or a change of a P/N to an alternative one shall not require an annex hereto. However, the progress status of the Service Bulletins introduced into the repaired engine – engine modification status available in engine log book copies being Appendix 4 hereto – shall not be decreased by applying an alternative P/N unless the Contracting Authority gives written consent thereto.
5. Where the repair of engine components is completed, the Contractor shall inform the Contracting Authority about the planned date of delivery to the Contracting Authority's base via e-mail pursuant

to §12 par. 2 hereof at least three (3) full working days in advance.

6. The Contracting Authority does not consent to using PMA (*Parts Manufacturer Approval*) type parts, but only the parts listed in the approved parts catalogue (IPC), which is part of the project type of PT6A-66 engines.
7. Where the Maintenance Organisation cannot provide original parts (e.g. when a force majeure event occurs), the Contracting Authority may permit the use of PMA type parts by the Maintenance Organisation upon a prior written consent of the Contracting Authority.
8. Where the Maintenance Organisation decides that defective parts of the Contracting Authority's engines need to be disposed of for scrap, the Contracting Authority's representative shall have the right to submit a written request for the free-of-charge hand-over of the defective part to the Contracting Authority to be used for training purposes. In such cases, the Contracting Authority shall make a written representation in accordance with the EASA requirements that the Contracting Authority will not place such parts into service again, will mark and secure them appropriately. The Contracting Authority shall cover all further costs related in particular to the collection and transport of such parts. The parts that are subject to further financial settlements in the repair process shall be excluded from the Contracting Authority's right to request the parts intended for disposal for scrap.
9. The Contractor certifies that the Maintenance Organisation holds:
 - a) a valid EASA Part-145 approval (a certified true copy is Appendix 5 hereto),
 - b) a Capability List suitable for the performed maintenance (a certified true copy is Appendix 6 hereto),
 - c) a detailed scope of authorisation, which is a part of the valid Maintenance Organisation Exposition (MOE) (a certified true copy is Appendix 7 hereto),
 - d) a valid authorisation for performing the relevant scope of maintenance, issued by the Holder of the Type Certificate of the PT6A-66 engine (a certified true copy is Appendix 8 hereto),
10. The Contractor declares that it will bear all insurance risks of the components of engines with serial numbers PCE-RK0104 and PCE-RK0103 in an amount no less than their replacement value determined to be equal to the price of brand new components, insuring the engine components against loss or damage as well as theft and fire while they are at the Maintenance Organisation (including ingestion of foreign material), during transport or handling. The Contractor represents that the components of engines with serial numbers PCE-RK0104 and PCE-RK0103 are insured against the aforementioned risks for the period during which they are at the Maintenance Organisation. The Contractor undertakes to provide the Contracting Authority a thirty (30) days' prior written notice in the event of cancellation of a material change to insurance provisions.

§ 5

Transport

1. The Contractor shall be fully responsible for the transport of the dismantled components of engines with serial numbers PCE-RK0104 and PCE-RK0103, together with the engine documentation (engine log books), from the collection from the Contracting Authority's Maintenance Base until the unloading in the Maintenance Organisation and back, including insurance.

§ 6

Inspection/repair documents

1. After the completed inspection/repair, the Maintenance Organisation shall immediately issue and the Contractor shall immediately deliver to the Contracting Authority:
 - a) EASA Forms 1 for the engines after the workshop maintenance,
 - b) Engine Log Books with all necessary entries,
 - c) amended engine documentation if engine modules have been replaced,
 - d) copies of the reports on the completed engine verifications and repairs together with any related documents,
 - e) EASA Forms 1 or equivalent documents for all parts and sets replaced during the repair – they shall be originals or certified true copies.
2. Where the parts overhauled by the subcontractor's maintenance organisation are used during the engine repair, the Maintenance Organisation shall append a statement that the subcontractor's maintenance organisation is supervised by the Maintenance Organisation in accordance with the requirements arising from PART-145.A.75.
3. The parts replaced during the engine repair shall hold up-to-date documentation:
 - a) for non-standard parts – EASA Form 1 or FAA Form 8130-3 or Transport Canada Form 1 or Transport Canada Form 24-0078,
 - b) for standard parts – Certificate of Conformity – issued by the manufacturer of parts,
 - as defined in the Commission Regulation (EU) No. 1321/2014 of 26 November 2014 on the continuing airworthiness of aircraft and aeronautical products, parts and appliances, and on the approval of organisations and personnel involved in these tasks,and/or as defined in:
 - the Agreement between the United States of America and the European Community on cooperation in the regulation of civil aviation safety, 8312/09, Brussels, 1 March 2011,
 - together with the Technical Implementation Procedures for Airworthiness and Environmental Certification between the Federal Aviation Administration of the United States of America and the European Aviation Safety Agency of the European Union, Revision 6, September 22, 2017,and/or as defined in:
 - the Agreement on Civil Aviation Safety between the Government of Canada and the European Union of 6 May 2009, Official Journal of the European Union, 17.6.2009, L 153/11,
 - together with the Technical Implementations Procedures for Airworthiness and Environmental Certification under the Agreement on Civil Aviation Safety between the Government of Canada and the European Union, Revision 3, 18 September 2017.

Warranties

1. The Contractor hereby furnishes to the Contracting Authority warranty for the performed engine maintenance operations of flight hours or engine cycles or months of operation, counted from the date of handing over the engines to the Contracting Authority, whichever occurs earlier (the minimum warranty periods not being shorter than 420 flight hours, 540 engine cycles, and 12 months of operation).
2. The Contractor hereby furnishes warranty to the Contracting Authority for the parts assembled during the engine maintenance:
 - a) for the assembled brand new parts - flight hours or engine cycles or months of operation, counted from the date of handing over the engine to the Contracting Authority, whichever occurs earlier,
 - b) for the assembled used and/or overhauled parts - flight hours or engine cycles or months of operation, counted from the date of handing over the engine to the Contracting Authority, whichever occurs earlier.

(the minimum warranty periods not being shorter than 420 flight hours, 540 engine cycles, and 12 months of operation)
3. Where the engine maintenance has been performed improperly, the Contractor undertakes to immediately process the warranty claims submitted by the Contracting Authority.
4. The Contracting Authority shall inform the Contractor about the improper performance of the maintenance within 30 days from the moment of finding a defect of the part being the object of repair.
5. The Contracting Authority shall notify the Contractor in writing, to the contact addresses enumerated in § 12 par. 2, of any unserviceability of the subject-matter hereof during the term of warranty, by sending:
 - an engine warranty claim together with the documentation related to the defect, containing the engine operation parameters recorded during the event referred to in the claim,
 - an engine or part repair order as part of the submitted warranty claim,
 - a confirmation of the readiness of the engine or part for shipment or the readiness for making the engine or part available for repair to the Contractor's mobile service.
6. The Contractor shall immediately, not later, however, than within 5 working days counted from the receipt of the warranty claim from the Contracting Authority, inform the Contracting Authority whether the warranty claim is acknowledged or rejected. It shall be possible to extend the 5-day time-limit when further investigation is required, which shall be agreed by the Contractor with the Contracting Authority in writing.
7. The Contractor may remedy the acknowledged maintenance quality defect, as applicable, by:
 - a) delivering approved technical manuals concerning the performance of checks in order to determine the causes of the malfunction or to make adjustments which fall into the capability list and technical capabilities of the Contracting Authority's Part-145 maintenance organisation – immediately, not later, however, than within 5 working days from acknowledging the warranty claim,
 - b) replacing the defective parts with parts free of defects – immediately, not later, however, than within 10 working days from acknowledging the warranty claim,
 - c) repairing the defective parts at the maintenance organisation referred to in par. 10 of

this Article – immediately, not later, however, than within 20 working days from acknowledging the warranty claim,

- d) sending a service team of the maintenance organisation referred to in par. 10 of this Article, which will perform the engine repair operations – immediately, not later, however, than within 10 working days from acknowledging the warranty claim,
 - e) accepting the defective engine for repair at the workshop of the maintenance organisation referred to in par. 10 of this Article – immediately, not later, however, than within 10 working days from acknowledging the warranty claim and finishing the engine repair within 30 working days from accepting the engine for repair.
8. Where the Contracting Authority's warranty claims are acknowledged, the Contractor undertakes to immediately present the schedule of the planned repair operations to the Contracting Authority, with the reservation that the engine or part repair shall commence within 10 calendar days counted from:
- the date of receiving the warranty claim or
 - the Contractor's receipt of the notification sent by the Contracting Authority to the Contractor that the engine is ready for collection,
- whichever occurs later.
9. The Contractor shall determine the schedule of the planned repair operations with the Contracting Authority. The Contracting Authority shall immediately inform the Contractor about the decision on accepting the schedule presented by the Contractor.
10. For the purposes hereof, the warranty maintenance organisation indicated by the Contractor shall be defined as one which shall perform warranty repairs, hereinafter referred to as the Warranty Maintenance Organisation, which may be the Maintenance Organisation or another maintenance organisation with the relevant capability list as part of the EASA Part-145 certificate or being supervised by such an organisation in accordance with the requirements arising from Part-145.A.75. The parts repaired or replaced by the Warranty Maintenance Organisation shall be certified and documented in accordance with the requirements of the Commission Regulation (EC) No. 1321/2014 of 26 November 2014 on the continuing airworthiness of aircraft and aeronautical products, parts and appliances, and on the approval of organisations and personnel involved in these tasks, as amended.
11. If the Contractor performs an engine warranty repair by repairing or replacing defective parts with parts free from defects or by repairing the engine in the Maintenance Organisation or the Warranty Maintenance Organisation, the term of the furnished warranty shall be extended by the time during which the Contracting Authority was unable to use the engine.
12. The Contracting Authority shall return the defective part that cannot be repaired under the procedure referred to in par. 7 subpar. b) to the Contractor within 30 days from receiving the spare part free from defects.
13. With respect to warranty repairs, the Contractor shall cover the costs of transporting defective parts from the Contracting Authority's base to the Warranty Maintenance Organisation in the amount not exceeding normal shipping charges. The Contractor shall cover also the costs of transporting the parts supplied as part of warranty exchange to the Contracting Authority's base in the amount not exceeding normal shipping charges. If the warranty claim is reasonably rejected, the Contracting Authority shall reimburse the Contractor for the costs of transport.
14. If the Contractor decides that the engine repair as part of the warranty must be performed in the maintenance organisation:
- a) the Contracting Authority shall perform engine disassembly from the airframe and

prepare the engine for transport in the packaging provided for in the P&WC technical manuals,

- b) the Contracting Authority shall inform the Contractor about the readiness to collect the engine for repair,
- c) the Contractor shall collect the engine for repair from the Contracting Authority at the Contracting Authority's Base. The engine component and engine log book collection shall be confirmed by the "Report on engine component hand-over for transport and repair", corresponding to Appendix 9 hereto, signed by representatives of the Contracting Authority and the forwarding agent or of the Contractor,
- d) the Contractor shall then deliver the engine at its expense and risk to the Warranty Maintenance Organisation, which shall repair the engine in accordance with the requirements of the P&WC technical manuals, pack the engine in accordance with the P&WC technical manuals in the packaging in which the engine was delivered to the Contracting Authority,
- e) the Contractor shall load the repaired engine onto a means of transport and deliver it to the Contracting Authority's Base at its own expense and risk,
- f) the Contracting Authority shall unload the engine and take over the engine, assemble it in the airframe and check the engine after repair. The engine and engine log book take-over shall be confirmed by a person authorised by the Contracting Authority for signing the Take-Over Report corresponding to Appendix 3 hereto.

15. The completion date of engine repair or of other operations arising from warranty obligations, in particular for the purpose of enforcing the provisions of par. 11 of this Article, shall be:

- a) in the case of engine repair performed at the Warranty Maintenance Organisation – engine take-over by the Contracting Authority, confirmed by signing the engine Take-Over Report by the Parties,
- b) in the case of engine repair performed on the Contracting Authority's aircraft by the mobile service sent by the Contractor – signing the "Report on warranty repair completion" corresponding to Appendix 10 hereto, upon issuing a certificate of performed maintenance operations by a licensed mechanic of the maintenance organisation referred to in par. 10 of this Article,
- c) in the case of repairing defective parts or replacing them with parts free from defects – signing the "Report on warranty repair completion", which shall be sent by the Contracting Authority to the Contractor.

16. The warranty shall not apply if:

- a) the engine has been subjected to any repair, installation, transport, storage, preservation, maintenance, use in any way which is not compliant with the engine manufacturer's instructions after the works performed on the engine were taken over by the Contracting Authority from the Contractor, or
- b) the engine has been subjected to any alteration, modification or repair by anyone other than the Contracting Authority's Part-145 Organisation (only within the scope of approval of this organisation and not related to any defect causing a warranty claim, unless the Contractor has given a written consent for remedying the defect by the Contracting Authority's Part-145 Organisation) or by the Maintenance Organisation or any other facility of the maintenance organisation network approved by the Contractor, or

- c) the engine has suffered an accident, foreign object damage or damage caused by misuse after delivery to the Contracting Authority, unless the accident or the result of foreign object impact are caused by improper performance of the order by the Contractor or if the misuse results from incomplete or divergent recommendations of the technical data delivered to the Contracting Authority by the Contractor, or
 - d) the engine defect results from normal wear and tear, electrical arc, corrosion, erosion, or
 - e) any other factors beyond the Contractor's control.
17. This warranty shall be an exclusive warranty and supersede any and all other written and verbal warranties expressed directly, implied and specified by law, including (but not limited to) any implied warranties of merchantability or fitness for primary use, which are hereby invalidated. In no case shall the Contractor be liable for after-accident damage or consequential damage or indirect loss or damage, including loss of profit, cost of capital, loss of goodwill or any other special or incidental damage.

§ 8

Contractual penalties

1. The Contracting Authority shall have the right to deduct the charged contractual penalties indicated in the Contract from the remuneration payable to the Contractor, without the need to obtain its additional consent.
2. The Parties shall have the right to assert supplementary damages up to the amount of the sustained damage on general principles.
3. Where the Contractor fails to comply with the time-limits determined in or under the Contract, in particular the time-limits provided in § 4 par. 5 and par. 7 subpar. a) or b), § 5 par. 6, the Contractor shall pay the Contracting Authority an amount of 0.1% of the gross value specified in § 3 par. 1 or a given warranty claim for each started day of delay over the time-limit determined hereunder, not more, however, than 15% of the total gross value specified in § 3 par. 1 or the warranty claim the lead-time of which has not been observed. The part price provided in the invoice for repair with the same part number as the part under the warranty claim shall be deemed as the warranty claim value.
4. Notwithstanding anything contained herein to the contrary, the Contractor, its employees, representatives and subcontractors (the "Contractor's Indemnitees") shall only be liable for the damage, liabilities, losses and expenses caused by intentional misconduct or gross negligence of the Contractor's Indemnitees or by a negligent breach of the fundamental contractual obligations of the Contractor's Indemnitees, whereby in cases of negligence, the total aggregate liability of the Contractor's Indemnitees as well as any obligation to indemnify the Contracting Authority under the contract law, torts, negligence or any other area of law shall not exceed USD one million (USD 1,000,000) in a financial year.

This limitation of liability shall, however, not be applicable to damages for personal injury or death caused by negligence of the Contractor's Indemnitees.

5. All other claims not explicitly granted herein, except as required by mandatory law, shall be excluded.
6. The Contractor's Indemnitees shall not be liable hereunder for loss of profit, business interruption, loss of capital, loss of goodwill or any special or incidental damages or consequential or indirect loss or damage.
7. Except for the Contractor's Indemnitees' liability specified above, the Contracting Authority indemnifies and holds harmless the Contractor's Indemnitees from any liability claims, including third party claims, arising in any way in connection with any purchase order and the Goods or Services provided.

8. The Contracting Authority shall use its best reasonable efforts to mitigate any damage and/or loss incurred.
9. The total amount of contractual penalties may not exceed 50% of the total gross Contract value specified in § 3 par. 1 hereof.

§ 9

Force majeure

1. The Contractor shall not be liable for any delay in the Contract performance caused by a force majeure event. The Parties understand circumstances impossible to foresee at the time of concluding the Contract as force majeure, regardless of the will of a Party, and on the occurrence of which the Party invoking that circumstance had no influence and the occurrence of which that Party could not have prevented. The following shall be deemed in particular as force majeure: natural disasters, catastrophes, military mobilisation, embargo, closing of borders, transport accidents, which render the total or partial performance of the Contract economically impossible.
2. As a proof of a force majeure event, the Contractor shall immediately notify the Contracting Authority of the occurrence of the situation referred to in par. 1 in writing, describing the force majeure event in detail.
3. The Party afflicted by such a force majeure event shall immediately notify the other Party thereof and of the anticipated duration of the obstacle in the performance hereof, or otherwise that Party shall forfeit the right to invoke a force majeure event. The Parties agree to take immediate actions aimed to specify the method of resolving the situation and performing the provisions hereof.

§ 10

Termination or rescission of the Contract

1. Each Party shall have the right to rescind the Contract (in whole or in part) where the other Party fails to comply with the time-limits of the contractual obligations, there is a gross breach of the contractual obligations specified in par. 4, the Contractor forfeits the licences required for the Contract performance or arising hereunder. The right to rescind the Contract shall be vested upon the elapse of 14 days from the day of serving a written notice of a failure to comply with the contractual time-limit, unless the obligation that was not fulfilled within the time-limit specified herein or fulfilled improperly is fulfilled within 14 days from the day of serving a written notice of the failure to fulfil it or improper fulfilment thereof or any other relevant time-limit agreed in writing by the Parties.
2. Where the Contract is rescinded for the reason specified in par. 1, the rescinding Party shall receive from the other Party an amount of 15% of the gross non-performed value of the Contract provided that the other Party is responsible for the situation.
3. In the case of a gross breach of a Party's contractual obligations, the other Party shall have the right to terminate the Contract without notice, and the Party in breach shall pay to the other Party a contractual penalty amounting to 15% of the gross non-performed Contract value.
4. A gross breach of the obligations referred to in par. 3 shall be understood as:
 - a) failure to process the warranty claims received from the Contracting Authority hereunder three times;
 - b) failure to comply with lead-times of warranty claims agreed by the Parties three consecutive times.

5. Where a significant circumstance changes resulting in the Contract performance not being in public interest, which could not have been foreseen on conclusion hereof, the Contracting Authority may rescind the Contract within 30 days of becoming aware of such circumstances. In such a case, the Contractor may demand remuneration payable only for the actually performed part of the Contract.
6. Notwithstanding the grounds for rescinding or terminating under generally applicable laws and the provisions specified herein, the Contracting Authority may rescind the Contract in whole or in part during the entire term hereof, where:
 - a) the bankruptcy petition is filed against the Contractor, or
 - b) the liquidation proceeding is initiated against the Contractor, or
 - c) the Maintenance Organisation forfeits the authorisations necessary for the Contract performance, which are referred to in § 4 par. 9 hereof,the Contractor shall pay the Contracting Authority an amount of 5% of the gross Contract value in the case of rescinding the Contract in whole, or 5% of the non-performed gross Contract value in the case of rescinding the Contract in part.

§ 11

Amendments to the Contract

1. Pursuant to Article 144 of the Public Procurement Law, the Parties agree that a significant amendment hereto may be made under the rules and terms specified in par. 2.
2. The Contracting Authority provides for the possibility to make amendments hereto, which shall be in writing or otherwise they shall be invalid, in the following situations:
 - a) if the current laws applicable to awarding public contracts are amended. The wording of the Contract shall be amended accordingly to the implemented legal regulations,
 - b) if the VAT rate changes – the net price shall not change, only the gross price shall change,
 - c) if the term hereof is extended, by mutual agreement of the Parties, where unforeseeable circumstances occur that prevent or considerably hamper the performance of the whole subject-matter hereof within the time-limit indicated in § 2 par. 1,
 - d) if the trade names of the parts specified in the “Tender Form” change, where the trade names of the parts change in the market,
 - e) if the transport organisation manner changes,
 - f) if the payment time-limits change for reasons independent of the Contractor or the Contracting Authority, which reasons shall be properly documented by each Party,
 - g) if the manner of performing the contractual obligations changes provided that such a change is beneficial to the Contracting Authority or required for the proper performance hereof,
 - h) if part prices are reduced by the Contractor,
 - i) if it proves necessity to award additional contracts the performance of which results in the necessity to extend the time-limits provided for the completion hereof, the Contracting Authority permits amendments to the provisions of the concluded Contract with respect to extending the time-limits provided for the performance of the Contract by the period necessary for completing additional contracts.

§ 12
Final provisions

1. Any amendments to the provisions hereof shall be only valid if in writing.
2. Any notices and other correspondence concerning the Contract shall be sent by mail, e-mail, or fax to the following address:

Contracting Authority:

Lotnicze Pogotowie Ratunkowe

01-934 Warszawa, Polska

ul. Książycowa 5

Phone: +48 22 22 99 931; Fax: +48 22 22 99 933

e-mail:

Contractor:

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Phone:; Fax:

e-mail:

3. The Contractor may not assign the rights and obligations arising herefrom in whole or in part without the prior written consent of the Contracting Authority. Any purported assignment in violation of this provision shall be null and void.
4. This Contract shall be deemed to be concluded in Poland and all rights and obligations and all provisions hereof shall be interpreted and construed in accordance with the national laws enacted by Poland and in force in Poland on the date of signing this Contract, but excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.
5. Any and all disputes arising herefrom or related to the violation, termination or nullity hereof, which cannot be solved amicably, shall be finally resolved by a common court competent *ratione loci* for the registered office of the Contracting Authority.
6. This Contract has been drawn up in the Polish and English language versions, yet in the case of any doubt the Polish version shall prevail.
7. Any matters not regulated herein shall be governed by the provisions of the Polish law. This Contract has been drawn up and signed in four counterparts, including three for the Contracting Authority and one for the Contractor.
8. The following are Appendices to the Contract being an integral part of the Contract:
 - a) Tender Form – Appendix 1 to the Contract.
 - b) Report on engine hand-over for HSI – Appendix 2 to the Contract.
 - c) Report on take-over after HSI – Appendix 3 to the Contract.
 - d) PCE-RK0104 and PCE-RK0103 engine log book scan– Appendix 4 to the Contract.

- e) Certified true copy of a valid EASA Part-145 approval – Appendix 5 to the Contract.
 - f) Certified true copy of the Capability List of EASA Part-145 – Appendix 6 to the Contract.
 - g) Certified true copy of the detailed scope of authorisation, which is a part of the valid Maintenance Organization Exposition (MOE) – Appendix 7 to the Contract.
 - h) Certified true copy of a valid authorisation for performing the relevant scope of maintenance, issued by the Holder of the Type Certificate of the PT6A-66 engine – Appendix 8 to the Contract.
 - i) Report on component hand-over for transport and repair – Appendix 9 to the Contract.
 - j) Report on warranty repair completion – Appendix 10 to the Contract.
 - k) List of holidays during the term of the Contract – Appendix 11 to the Contract.
9. The Contract shall come into force as of the day on which it is signed by the last of the Parties.

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Contracting Authority

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Contractor

Appendix 1 to the Contract

FORMULARZ OFERTOWY
TENDER FORM

Appendix 2 to the Contract

PROTOKÓŁ PRZEKAZANIA SILNIKÓW DO INSPEKCJI HSI *REPORT ON ENGINE HAND-OVER FOR HSI*

Zamawiający przekazuje Wykonawcy silniki według stanu z poniższej tabeli wraz z książkami tych silników.

The Contracting Authority hereby hands over the engines as per the status from the Table below, together with the engine log books, to the Contractor.

Opis (Description)	Silnik nr 1 (Engine No. 1)	Silnik nr 2 (Engine No. 2)
Wariant silnika (Engine variant)	Pratt & Whitney Canada, PT6A-66	Pratt & Whitney Canada, PT6A-66
Numer modelu silnika (Engine Part No.)	P/N 3037000, built spec 677	P/N 3037000, built spec 676
Numer seryjny silnika (Engine Serial No.)	PCE-RK0104	PCE-RK0103
Nalot silnika od nowości (Engine time since new)	... FH	... FH
Nalot silnika od ostatniego remontu (Engine time since overhaul)	... FH	... FH
Liczba cykli silnikowych od nowości (Engine cycles since new)	... ENC	... ENC
Liczba cykli silnikowych od ostatniego remontu (Engine cycles since overhaul)	... ENC	... ENC

Dane statku powietrznego, na którym są zabudowane silniki (*Data of the aircraft on which the engines are installed*):

Model (*Aircraft Model*): Piaggio P.180 Avanti,

Numer seryjny (*Aircraft Serial No.*): 1079

Protokół sporządzono w dwóch egzemplarzach, po jednym dla każdej ze Stron.

The Report has been drawn up in two counterparts, one for each of the Parties.

Wykonawca (Contractor)

Reprezentowany przez (*Represented by*):

.....

Stanowisko (*Position*):

.....

Zamawiający (Contracting Authority)

Reprezentowany przez (*Represented by*):

.....

Stanowisko (*Position*):

.....

Podpis (*Signature*): _____

Podpis (*Signature*): _____

Data (*Date*):

Data (*Date*):

Appendix 3 to the Contract

PROTOKÓŁ ODBIORCZY PO INSPEKCJI HSI *REPORT ON TAKE-OVER AFTER HSI*

Zgodnie z Umową („Umowa”) z dnia , zawartą między Lotniczym Pogotowiem Ratunkowym („Zamawiający”) a („Wykonawca”), reprezentujący Zamawiającego niniejszym zaświadcza, że:

Pursuant to the Contract (“Contract”) of concluded by and between Lotnicze Pogotowie Ratunkowe (the “Contracting Authority”) and (the “Contractor”), the Contracting Authority’s representative hereby certifies that:

Silnik został przekazany Zamawiającemu w , dn. o godzinie:

The engine was delivered to the Contracting Authority in on at.....

Silnik typu (*Engine type*): **P&WC PT6A-66**

Fabryczny Numer Seryjny (*S/N*): **PCE-RK0104, PCE-RK0103 ***

Upoważniony przedstawiciel Zamawiającego potwierdza jego kompletność i stan ogólny oraz kompletność dokumentacji.

An authorised representative of the Contracting Authority confirms its completeness, overall condition, and completeness of documentation.

Zamawiający stwierdził, że ogólny stan techniczny silnika po naprawie oraz dokumentacji silnika zostały sprawdzone i w tym zakresie są zgodne z Umową, z zastrzeżeniem poniższych Uwag **.

The Contracting Authority has ascertained that the overall condition of the repaired engine and the engine documentation have been checked and conform to the Contract with this respect, subject to the following Remarks.

Uwagi / *Remarks***:

.....
(* - skreślić, jeśli nie dotyczy / *delete as appropriate*)

The Report has been drawn up in two counterparts, one for each of the Parties.

Wykonawca (*Contractor*)

Reprezentowany przez (*Represented by*):

.....

Stanowisko (*Position*):

.....

Zamawiający (*Contracting Authority*)

Reprezentowany przez (*Represented by*):

.....

Stanowisko (*Position*):

.....

Podpis (*Signature*): _____

Data (*Date*):

Podpis (*Signature*): _____

Data (*Date*):

Appendix 9 to the Contract

PROTOKÓŁ PRZEKAZANIA KOMPONENTÓW DO TRANSPORTU I NAPRAWY *REPORT ON COMPONENT HAND-OVER FOR TRANSPORT AND REPAIR*

Zamawiający przekazuje Wykonawcy komponenty wymagające naprawy lub wymiany na części wolne od wad w ramach gwarancji, według stanu z poniższej tabeli.

The Contracting Authority hereby hands over the components requiring repair or replacement for parts free from defects under the warranty as per the status from the Table below to the Contractor.

Komponenty zostały zdemontowane z silnika:

The components were disassembled from the engine:

typu (type): **P&WC PT6A-66,**

o numerze seryjnym (with serial number (S/N)): **PCE-RK0104, PCE-RK0103. ***

(* - niepotrzebne skreślić / delete as appropriate)

L.p. No.	Nazwa części Part name	Numer części Part number	Numer seryjny Serial number	Powód przekazania Reason for hand-over
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Protokół sporządzono w dwóch egzemplarzach, po jednym dla każdej ze Stron.

The Report has been drawn up in two counterparts, one for each of the Parties.

Wykonawca (Contractor)

Reprezentowany przez (Represented by):

.....

Stanowisko (Position):

.....

Zamawiający (Contracting Authority)

Reprezentowany przez (Represented by):

.....

Stanowisko (Position):

.....

Podpis (Signature): _____

Data (Date):

Podpis (Signature): _____

Data (Date):

Appendix 10 to the Contract

PROTOKÓŁ ZAKOŃCZENIA NAPRAWY GWARANCYJNEJ *REPORT ON WARRANTY REPAIR COMPLETION*

Wykonawca przekazuje Zamawiającemu komponenty naprawione lub wymienione na części wolne od wad w ramach gwarancji, według stanu z poniższej tabeli.

The Contractor hereby hands over the components repaired or replaced for parts free from defects under the warranty as per the status from the Table below to the Contracting Authority.

Naprawione komponenty zostały zdemontowane z silnika:

The repaired components were disassembled from the engine:

typu (type): **P&WC PT6A-66**,

o numerze seryjnym (with serial number (S/N)): **PCE-RK0104, PCE-RK0103.** *

(* - niepotrzebne skreślić / delete as appropriate)

L.p. No.	Nazwa części Part name	Numer części Part number	Numer seryjny Serial number	Stan techniczny Technical status
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Protokół sporządzono w dwóch egzemplarzach, po jednym dla każdej ze Stron.

The Report has been drawn up in two counterparts, one for each of the Parties.

Wykonawca (Contractor)

Reprezentowany przez (Represented by):

.....

Stanowisko (Position):

.....

Zamawiający (Contracting Authority)

Reprezentowany przez (Represented by):

.....

Stanowisko (Position):

.....

Podpis (Signature): _____

Data (Date):

Podpis (Signature): _____

Data (Date):

Appendix 11 to the Contract

WYKAZ DNI WOLNYCH OD PRACY W OKRESIE TRWANIA UMOWY *LIST OF HOLIDAYS DURING THE TERM OF THE CONTRACT*

Data (dd.mm.rrrr) <i>Date (dd.mm.yyyy)</i>	Data (dd.mm.rrrr) <i>Date (dd.mm.yyyy)</i>

Wykonawca (Contractor)

Reprezentowany przez (*Represented by*):

Stanowisko (*Position*):

Podpis (*Signature*): _____

Data (*Date*):