



Request for Proposal No. PKN/2/001565/24
as part of the procurement procedure entitled:
„Feasibility study of the CO2 transmission system”

Appendix No. 9

Conditions of the Public Liability Insurance Policy

The Contractor shall have valid and paid-up policies throughout the term of the Contract:

1. General liability (tort-contract), which covers the business conducted with a sum insured of at least 10% of the value of the Contract for one and all events extended by:
 - Environmental Liability - (if there is a risk of environmental damage) with a limit of liability up to the full sum insured.
 - OC for damage caused by subcontractors (if the Contractor uses subcontractors) with the limit of liability up to the full guarantee amount.
 - Employer's Liability.
2. Professional liability, concluded on the basis of a trigger - act committed, which includes the protection of the type of all professional activities performed within the scope of the subject of the Contract (among others, design, geodetic/geotechnical/geological services, author's supervision) with the insurance sum of min. 10% of the Contract value, for one and all events. The policy should be extended to the full guarantee amount by:
 - OC for environmental damage (if there is a risk of environmental damage)
 - Third party liability for damage caused by subcontractors (if the Contractor uses subcontractors)
 - Pure financial loss clause.
 - Loss or destruction of documents clause.

The professional liability insurance should also cover damages in the form of reconstruction or reconstruction costs caused by errors in the design work even if they did not cause damage to property, and redesign costs up to the full guarantee amount. If, as part of the subject matter of the Contract, the Contractor will provide geodetic, geological or geotechnical services, the limit of liability should be equal to the value of the works.

For design services, including author's supervision, health and safety supervision, and investor's supervision - liability insurance policy for architects and civil engineers with the insurance sum of at least EUR 50,000.

The territorial scope of the aforementioned insurance policies should cover all geographical areas within which the Contractor may provide services under the Contract.

The policies may be issued in a currency other than that indicated above, but they must meet the condition of equivalence to the currency indicated in the Contract.

In addition, the Contractor shall hold any other compulsory insurance required by law. The terms and conditions of the insurance and any amendment thereto shall be subject to the prior approval of the Contracting Authority.

In the event that the period of insurance ends during the term of the Contract, the Contractor shall extend the insurance contract, on terms no less favourable than those specified in the Contract, for a further period and shall submit to the Contracting Authority the documents confirming its conclusion for a further period no later than 14 days before the expiry of the insurance .

In the event that the insurance cover to the extent required by the Contract ceases or is reduced, for whatever reason, the Contractor shall inform the Principal in writing without delay.