

# **POLIMEXM: Conclusion of a significant contract. Design and construction of the A-2 motorway Stryków-Konotopa.**

Legal grounds: Article 56 (1) (2) of the Act on public offering – current and periodical information

## **Message no. 38/2009**

The Management Board of Polimex-Mostostal S.A. informs that today, i.e. on 28 September 2009, Polimex-Mostostal S.A. has concluded a Contract in the public procurement proceedings in the course of a limited tender for:

Design and construction of the A-2 motorway Stryków-Konotopa along the section from km 394+500 to km 411+465,8, section B, conducted by the General Directorate for National Roads and Motorways (the Ordering Party).

The Contract was concluded by a Group of the following companies:

1. Leader: Mostostal Warszawa S.A., ul. Konstruktorska 11 A 02-673, Warsaw,
2. Partner: Polimex – Mostostal S.A., ul. Czackiego 15/17, 00-950 Warsaw,
3. Partner: ACCIONA INFRAESTRUCTURAS S.A. –Avenida de Europa 18 Parque Empresarial la Moraleja 28108 Alcobendas Madrid , Spain,

Net contract value: 691,444,047.41 PLN (in words: six hundred and ninety-one million, four hundred and forty-four thousand, and forty seven 41/100 PLN).

Gross contract value: 843,561,725.64 PLN (in words: eight hundred and forty-three million, five hundred and sixty-one thousand, seven hundred and twenty-five 64/100 PLN).

Participation of Polimex–Mostostal S.A. in the works and remuneration shall constitute: 49 % of the whole.

Realisation period: 32 months of the commencement date.

Period of warranty for defects: 3 years.

Guarantee period for the Contractor's Documents: 36 months of the Completion date.

Guarantee period for surface works amounts to 48 months of the Completion date.

Guarantee period for bearings, expansion equipment and acoustic baffles amounts to 60 months of the Completion date.

Contractual penalties:

- for delay – exceeding the Completion Date: 0.03% of the Accepted Contractual Price gross per each day of delay through the Contractor's fault,
- for non-fulfilment of the Required Minimum Execution Quantity: 0.02% of the Accepted Contractual Price gross per each day of delay through the Contractor's fault,
- due to Contract renouncement for reasons attributable to the Contractor / the Ordering Party: 10% of the Accepted Contractual Price gross.

Maximum amount of penalties for delay in the obtainment of a final approval of the construction design and of the construction permit, as well as for delay – exceeding the Completion Date: 10% of the Accepted Contractual Price gross.

The criterion according to which the Contract has been deemed significant is the value of Polimex–Mostostal S.A. equity capitals.

Legal grounds: §5 (1) (3) as related to §9 and §2 (1) (51) of the Ordinance of the Minister of Finances dated 19 October 2005 on current and periodical information provided by issuers of securities (Journal of Laws [Dz.U.] of 2005, No. 209, item 1744).