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CONSORTIUM AGREEMENTS AS A WAY FOR JOINT BIDDING FOR A PUBLIC CONTRACT IN THE POLISH PUBLIC PROCUREMENT LAW

Wojciech Szydlo
University of Wroclaw, Poland
Email: wojciech.szydlo@uwr.edu.pl

Abstract

New EU directives on awarding public contracts do not introduce a single regulation on joint bidding for a public contract. Nevertheless, in many EU member states (such as France, the UK, Finland), there are separate regulations for consortium agreements between entrepreneurs. These regulations are quite similar due to harmonization of provisions concerning the public procurement market in the EU. Therefore, such agreements are fully, legally, and economically justified and there are no convincing reasons for declaring such agreements invalid. It should be emphasized that the conclusion of a consortium agreement in order to bid jointly for a public contract is intended to contribute complementarily to the success of the common business undertaking. The successful achievement of the aim requires a joint action of two or more entities and synergy, which result from such a combination and guarantee a suitable value added. The advantages of two models of consortia, i.e. a centralized model and a decentralized model, are broadly discussed. The paper supports the view that a consortium agreement seems to be a relatively flexible instrument of cooperation between entities when jointly bidding for awarding a public contract.

Keywords: Consortium, Consortium Agreement, Public Order, Public Procurement Law, Successful Bidder

1. Introduction

A consortium is an organization of several entities (typically of business nature) created for a definite period and for a specific purpose which is, typically, acting jointly to deliver a specific (often risky) business project or venture which, due to its financial potential, excess the capacity of one entity. Consortia are provisional in nature and that differentiates them from other forms of joint activity (holding, cartel, syndicate, etc.) which are of permanent or institutional nature. However, consortia are not institutionalized business entities, they are not subject to any formal registration, they are not required to have an individual name or a registered office different from the entities which form them. Consortium-forming entities are independent from one another in their business activities not related to the consortium. However, in their consortium-related activities, they follow joint policy under a consortium agreement and they do not compete with each other (Sanchez Graells, 2011; Muchowska-Zwara, 2015; Babiarz *et al*. 2013; Opalski, 2015).

In the Polish law, there is an undisputed principle which allows contractors to bid jointly for a public contract and, consequently, if their offer is chosen by a contracting party and the

contract on public procurement is concluded, they can jointly perform such a public contract. The contractors' right to bid jointly in a public procurement proceedings for a public contract results directly from the provisions of art. 23 par. 1 of the Public Procurement Law of 29 January 2004, stating that “Contractors may bid jointly for awarding a public contract”. Including this right in the legal act causes that neither in the Terms of Reference nor in the Invitation to Bid, the contracting party is required to admit such possibility explicitly, as it does exist by operation of law (Stachowiak *et al*. 2012). Joint economic goal agreed and set out by the parties to a consortium agreement is, i.e., obtaining a public contract, conclusion of a contract concerning its performance and obtaining a certain profit as a result of its performance.

Such actions taken by members of a consortium (both intended to be taken jointly and such taken independently by each entity) is, by definition, to contribute jointly and complimentary to the success of a joint business undertaking agreed by all entities. For the sake of effective achievement of the planned results in the form of being awarded a public contract and performing it, different actions should be taken jointly and only their combination results in synergy needed to get an appropriate value added and to succeed in the business activity. In this case, it is important that these entities obligated themselves to bear the costs of the joint undertaking, in proportions as they may choose to agree, and losses, if any, related to the venture (Zielinska, 2013).

The literature emphasizes that the essence of a joint bidding for a public contract by members of a consortium is combination of their experience, knowledge, technical, personnel, business and financial potential while individual members of the consortium, acting independently, are unable to meet the requirements given by the contracting party in the invitation to bid for a public contract (Horubski and Kocowski, 2014). Therefore, it is very much to the advantage of contractors to bid jointly for a public contract award (under a consortium agreement) as, in consequent, the potential of each individual contractor is added up and, consequently, considered aggregated by the contracting party. Consequently, owing to the aggregation of the economic and financial potential of contractors being the consortium members, as early as at the stage of compliance with the bidding requirements, the bidding position of the contractors-consortium members is, by nature, stronger than if they acted individually or, if at this stage, only one of the contractors submitted a bit. As a result, such an aggregation of potential enhances their credibility in the eyes of the contracting party. Therefore, by bidding jointly in a public procurement proceedings under a consortium agreement, the contractors are assessed as financially and economically trustworthy by the contracting party, with sufficiently large asset resources to perform a public contract, which is often a complex and costly task.

2. Consortium Agreement as a Transaction Permitted by Law to Entities Performing Public Contracts

Contractors intending to bind jointly for a public contract may themselves (independently) determine the legal form of the collaboration in this respect by selecting such form of collaboration and developing in it accordingly so it can best fit their interest. One of legal forms available to bidders-consortium members for the purpose of bidding jointly for a public contract is, in particular, a consortium agreement, as one of the legal forms of their joint action that best protects their interests (Pierog, 2007; Stachowiak *et al.* 2012).

However, it is necessary to bear in mind that contractors delivering a public contract and, therefore also the parties to a consortium agreement, could be some specific private individuals, a group of private individuals or an organizational unit, which formally is eligible to bid as a contractor and towards whom some specific rights or duties are or may be actualized, at the stage of drafting a public contract, either explicitly through provisions of the public procurement law or via some specific acts detailing the provisions of public procurement law at the stage of preparing a public contract, at the stage of awarding a public contract and at the stage of performing a public contract (Szydlo, 2014).

A consortium agreement may be entered into by contractors on the basis of the principle of freedom of contract guaranteed by the Polish Civil Code (1964), arising from the

provisions of its art. 353 (1) (Machnikowski, 2005) and the principles of freedom of conducting economic activity arising from the provisions of the Constitution of the Republic of Poland. Consortium is an agreement between two or more entities (i.e. private individuals or legal persons or the so-called deficient legal persons) concluded to deliver a joint undertaking, including a business venture. In the light of the above, one may say that, under a consortium agreement, its parties obligate themselves (or, at least, they may obligate themselves) to pursue a common goal which they jointly define, including a business goal. The parties to the consortium agreement share a risk of carrying out the venture (goal) they agree upon. This risk is manifested in their right to share profits from the venture (if it is successful) but also in their sharing costs and losses, if any, which come with the venture, and the sharing scheme is pre-agreed by the parties. Such a consortium has neither a legal personality, nor a legal subjectivity and, consequently, it does not have the capacity to conclude legal transaction and, as a result, it cannot participate independently in legal relationships. Only members of consortium have legal subjectivity and capacity to enter into legal relationships and they, through their actions, participate in legal transactions, thus achieving the common goal, including their business goal, agreed in the consortium agreement. A consortium, created on a basis of agreement, neither needs a specific organizational structure (e.g. such as governing bodies), nor has to hold any assets separated from the assets of the consortium members (Stecki, 1997; Włodyka, 2000). In the case law, it is recognized that a consortium agreement may be an explicit civil law partnership agreement (to which provisions of the Civil Code on a civil law partnership apply, i.e. art. 860-875 of the Civil Code) or it may represent a certain subtype of a civil law partnership or may be of independent nature if there are no grounds to establish that it has some significant features of a civil law partnership (Chrząszcz, 2013).

A common business goal agreed and set out by the parties to a consortium agreement could be also receiving a public contract, entering into a contract concerning its performance and obtaining a certain profit as a result of its performance. However, it must be noted that, according to the provisions of art. 23 par. 4 of the Public Procurement Law, if a bid of contractors jointly bidding for the award of a public contract has been selected, the contracting authority may request, prior to the conclusion of such a contract, an agreement regulating the cooperation of these contractors, i.e. the consortium agreement. If, after receiving a consortium agreement by the contracting party, it turns out that, on the basis of the consortium agreement, a member of the consortium does not intend, in any form, to perform the contract, once awarded, and his sole intention is to acquire the right to the fee (i.e. this entity can be named a fictitious contractor), in that case, the contracting authority could cancel the bid for awarding a public contract on the basis of provision of art. 93 par. 1 item 7 of the Public Procurement Law Act. This provision provides that the contracting authority cancels proceedings if “the proceedings has an irremovable defect preventing conclusion of a public contract which cannot be cancelled”.

3. Different Consortia Models Distinguished due to the Nature of Cooperation of Entities Creating Them

There are two essential models of consortia formed by contractors for the purpose of joint bidding for awarding a public contract and its joint performance: a centralized model and a decentralized model (Czerwinski, 2016). A centralized consortium model is based on a concept that the consortium agreement provides for a position of the consortium leader with the broad authority to act for the consortium as a whole in its legal relationships with the contracting party, i.e. with an entity awarding a public contract. In the centralized model, the consortium leader acts vis-a-vis the contracting party in the name of all the parties to the consortium agreement, i.e. it acts jointly in its own name and in the name of all other members of the consortium. In such case, a public contract in a particular public procurement proceedings creates an obligation relationship between, on the one hand, a consortium (or, to be more specific; a group of consortium members acting jointly) and the contracting party on the other hand. In the case of the centralized consortium model, as part of the contractual relationship resulting from the public procurement contract, members of the consortium (including the consortium leader and

other members of the consortium) participate jointly in the performance of an investment project in scope of an obligation relationship which is bilateral, but at the same time involves many entities. In this case, the contract awarding a public contract creates instantly a bilateral obligation relationship between the contracting party on the one hand and participants of the consortium on the other. In such a case, an internal division of work (i.e. the division of supplies, services or construction works delivered under a public contract) is of no interest to the contracting authority since, legally, the authority expects that all of them (acting jointly towards it) will perform the entire contract awarded to the consortium.

For the purpose of carrying out a joint a business undertaking, entities forming such a consortium have obligated themselves to take necessary actions to achieve it. Some of these actions may be taken jointly (together) by all members of the consortium while another part of these actions is to be performed individually by each member. As regards, joint actions of the consortium members, all the entities may, in particular, obligate themselves to prepare for bidding and submit a joint bid in the proceedings for awarding a public contract and, subsequently, perform jointly the contract awarded by the contracting party, including a joint submission of declarations of intent related to the performance of a public contract awarded in the proceedings or modification or alteration thereof, to the contracting party. Obligations, however, to take some individual actions, so-called separate activities, may refer to some specific obligations to perform the public contract in the scope in which each entity is competent (e.g. supplying different types of goods or delivery of different types of services).

It follows from the above analyses that, in case when contractors bidding jointly for a public contract and jointly performing it act within a framework of a centralized consortium model, individual contractors participating in the consortium are not, under any circumstances, in separate obligation relationships with the contracting authority. If such obligation relationships between the members of a consortium (viewed individually) and the contracting party did exist (which is not the case in the model of a centralized consortium), it would be potentially possible to introduce some subsequent changes concerning subjects of these relationships, e.g. an entity in such a relation (a member of the consortium) would assume the legal position of a creditor of another relationship of the same type (i.e. the legal position of another member of the consortium), for example to take over the claims of that other creditor (i.e. the member of the consortium) against the contracting party for paying the fee. However, as mentioned above, in the case of the centralized model of a consortium, individual members of the consortium do not have separate obligation relationships with the contracting party arising from a public contract or contracts. On the contrary, in case of a centralized model of a consortium, members of the consortium who, on the basis of a consortium agreement, bid jointly for a public contract and perform it jointly, have one single obligation relationship with the contracting party. The contracting authority, on the one hand, and all members of the consortium acting jointly, on the other, are the parties to this obligation relationship. The relations of these members vis-à-vis the contracting party are based, therefore, on joint and several liability model (f. art. 141 of the Public Procurement Law) (Kalina-Nowaczyk, 2011), while issues related to the division of work and distribution of the fee paid by the contracting party are their internal issues which they agree upon in their internal relations.

It needs to be highlighted that legal relations inside a consortium formed for a purpose of bidding jointly for a public contract are entirely different from relationships of the consortium with the contracting party, the latter being the external relations of the consortium. A fee provided for in the public procurement contract is claimed according to the provisions of this contract, while its distribution among contractors being the members of the consortium is their internal affair and may follow different rules, according to the consortium agreement. Certainly (in theory), a public procurement contract may take into account provisions of a consortium agreement with regard to the right to claim a fee for a public contract performed by a consortium (a contractor being many entities acting jointly) as well as other claims related to the contract.

However, if the public procurement contract lays down rules for paying out the fee which are other than those adopted in the consortium agreement (including the case in which the public procurement contract provides the grounds for applying the rule arising from the provisions of art. 379 par. 1 of the Civil Code, in a different manner than adopted in the

consortium agreement), the rules laid down in the public procurement contract, including the rule arising from the provisions of art. 379 par. 1 of the Civil Code, are binding in the relations with the contracting party (i.e. in external relations), while settlements of consortium members remain their internal affair, in scope of their own relationship resulting from the consortium agreement. It should also be pointed out that the issue of the right of a consortium member to act as a plaintiff in the context of creating an executive consortium and entering into a public procurement contract is determined by the status of the consortium as a unitary (joint) subject of the rights and obligations arising from the contract. Such a status may be decisive not only for the joint right of consortium members to act in a case against the contracting party for returning a retained bid deposit, but it may also be decisive for the ability of the consortium members to act independently in a court dispute concerning the fee in case of performing the public contract only by one of the consortium members. Joint claims of the consortium members for payment of a fee for performing a public contract excludes a possibility to claim the fee in whole or in part by one member of the consortium. The fact that the joint claim, as such, is divisible when following its definition (art. 379 par. 2 of the Civil Code) does not change anything and does not lead to divisibility with regard to the capability to pursue the claim for payment of the fee from the contracting party.

In a model of a decentralized executive consortium (for the purpose of a public contract award), consortium members may, in turn, act independently and enter, in their own name and on their own account, direct obligation relationships with the contracting party, i.e. obligation relationships arising from a separate public procurement contract or contracts entered into by each of the consortium members, being a contractor. When entering into individual (separate) contracts with the contracting party, consortium members (as contractors performing a public contract) may act under a general consortium agreement they all have already entered into. However, in scope of the limits defined by the participation in the joint undertaking indicated in this agreement, they act independently in their own name and enter into separate contracts with the contracting party.

The reason for the contractors entering into a consortium agreement in order to bid jointly for awarding a public contract is, first of all, the fact that, by acting as a consortium, they may merge their potentials and capacities, including their business and financial capacities, technical or professional skills and some formal rights, permits or competences. This way, the consortium members bidding jointly for a public contract award may effectively improve their market position vis-à-vis other contractors who may act independently or form their own (separate) consortia. By entering into the consortium agreement, members of a consortium may also be able to meet jointly all the conditions of participation in the public procurement proceedings, while when acting independently, some of the contractors would not be eligible for participation (Commission v Greece, 2007). However, it is worth noting that the opportunity to bid jointly for awarding a public contract as a consortium formed on the basis of a consortium agreement is open not only to the contractors who, when acting independently, would not be eligible for bidding for a public contract, as, individually, they would not meet the requirements of the public procurement proceedings. The opportunity to use the consortium agreement to the extent discussed in this paper is open to all contractors interested in this form of cooperation, including those who, simply, for their individual reasons, would not like to bid for a public contract while acting independently (Stronczek, 2015).

Even if individual members of the consortium separately do not meet all the conditions for participation in the proceedings (e.g. one of them does not have the required permits or licenses to conduct a specific professional activity required by separate regulations), they are not legally excluded from the option of a joint bidding, under the consortium agreement, for a public contract, when meeting jointly all the conditions for participation in the proceedings. In the case of bidding jointly for a public contract, a public contract may be lawfully awarded to such consortia when, eventually each consortium member meets, in a specific manner, the contracting party's requirements, together creating an image of a contractor which, in each element, confirms its eligibility for bidding in the proceedings.

In particular, it is not required that each member of the consortium bidding jointly for a public contract have the rights to conduct a specific professional activity required by separate

regulations. A consortium bidding for awarding a public contract may also include participants (contractors) who have no such rights and the very fact does not render awarding a public contract to the consortium inadmissible (Stachowiak *et al.* 2012). Certainly, it is crucial for at least one of the members of the consortium to be a holder of such licenses or rights. As regards the rights to conduct a specific professional activity, it should be sufficient to deem eligibility to participate in different types of proceedings when at least these rights are granted to one of the members of the consortium, who will be delivering the part of the contract which requires them.

So far, it was assumed that the contracting party may, by way of an exception, include such eligibility requirements that each member of a consortium bidding jointly for a public contract must have the rights to conduct a specific professional activity required by separate regulations. However, there had to be some very valid reasons arising from specific nature of a public contract for the contracting party to impose such eligibility requirements and these reasons should be supported by specific evidence. After the Public Procurement Law was amended with the Act on Amending the Public Procurement Law and Some Other Laws of June 22, 2016, the contracting authority's entitlement to impose on all consortium members jointly applying for a public contract, the obligation to have the appropriate professional qualifications can be derived from the provisions of art. 23 par. 5 in conjunction with art. 22 par. 1b of the Public Procurement Law. However, as long as the contracting party does not exercise the mentioned competence, this obligation does not apply to all consortium members. Consequently, it is sufficient that one of the consortium members has the relevant professional or business qualifications.

4. Conclusion

The consortium agreement entered into by different entities for bidding jointly for being awarded and performing a public contract should be seen as a certain models of cooperation where partners run similar while often very different types of business. Execution of such agreements is fully supported by legal and business rationale and there are no convincing reasons for declaring such agreements invalid. These agreements are fully compliant with EU directives on public procurement, i.e. Directive 2014/23/EU, Directive 2014/24/UE and Directive 2014/25/EU.

Such agreements are also regulated in many EU states. As an example, UK regulations may be given. According to these regulations, the purpose of forming consortia to bid jointly for a public contract is similar to that in Poland. When forming such type of a consortium agreement, a group of contractors is created with the objective first to meet the requirements set out by the contracting party when the requirements exceed capacities of a single contractor such as the possibility of obtaining bank guarantees, the capacity to perform the contract (an adequately broad network of points of service), quality certificates or required financial standing. Furthermore, entering into a consortium agreement is needed when one entity may take part in the bidding for awarding a public contract, but, to support its bid, intends to team up with other contractors to improve its asset base, resources, competence or knowledge in the field. In such instances, contracting parties cannot require that group of contractors to take on a specific legal form when bidding, treating them as a single bidder, regardless the reasons for their joint bidding (Arrowsmith, 2014). As regards the consortium agreement, the UK law does not impose any requirements to consult any public body or follow a procedure upon its formation or dissolution. To form a consortium, it is only required that the parties express their consent in the consortium agreement which states the rights and obligations of the parties working together in scope of the joint undertaking. Therefore, the provisions of the consortium agreement are largely dependent on the intention of the parties and the same applies to the purpose of the agreement since a consortium may be set up for any purpose unless its future activity is prohibited by other provisions of law (Czerwinski, 2016).

Also in French law, in practice, there is a consortium agreement which is an agreement creating an obligation but it does not create a separate independent legal entity. The parties to such agreement obligate themselves to perform certain works to carry out a joint project. As a manifestation of the principle of freedom of contracts and other principles of the contract law, it is shaped by the case law, jurisprudence and practice. The essence of a French consortium

bidding for an award of a public contract is to achieve a specific, very well defined and, typically, single purpose (an implementation of a project) which requires specific works or services to be performed. For this reason, it is a temporary contract which expires upon achievement of its purpose. This legal form is intended, in particular, for small enterprises who are not capable of delivering the entire contract and may bid only together with other similar entities (Czerwinski, 2016).

In spite of differences in legal regulations, in practice and customs of contracting in different European Union countries, in each case of domestic regulations, a consortium agreement seems to be a relatively flexible instrument of cooperation between entities when jointly bidding for awarding a public contract. Regardless the fact whether in a particular country it is regulated as a special type of standardized contracts shaped by mandatory provisions or by *iuris dispositivi*, or as a contract offering the parties a large degree of freedom of contracting, it always serves similar purposes, satisfying similar needs of entrepreneurs in different countries, who intend to bid jointly for a particular public contract and, subsequently, wish to perform it successfully.

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References

Arrowsmith, S., 2014. *The Law of Public and Utilities Procurement. Regulation in the EU and UK*. London: Sweet and Maxwell.

Babiarz S., Czarnik Z., Janda P., and Pełczyński P., 2013. *Prawo zamówień publicznych. Komentarz* [*Public procurement law. The commentary*]. Warszawa: Wolters Kluwer.

Chrząszcz, A., 2013. Konsorcjum w zamówieniach publicznych [Consortium in public procurement proceedings]. *Przegląd Prawa Handlowego* [*The Review of Commercial Law*], Vol. 7, pp. 41–47.

Civil Code of 23 April 1964, Journal of Laws of the Republic of Poland [2017], No. 459.

Commission v Greece (C-399/05) [2007] ECR I-00101.

Czerwiński, M., 2016. Udział konsorcjum w postępowaniu o udzielenie zamówienia publicznego na przykładzie Polski, Wielkiej Brytanii i Francji [Participation of the consortium in the public procurement proceedings in Poland, United Kingdom, and France]. *Adam Mickiewicz University Law Review*, Vol. 16, pp. 307–338.

Directive 2014/23/EU of 26 February 2014 of the European Parliament and the Council on the award of concession contracts [2014] OJ L94/1.

Directive 2014/24/UE of 26 February 2014 of the European Parliament and the Council on public procurement and repealing Directive 2004/18/EC [2014] OJ L94/65.

Directive 2014/25/EU of 26 February 2014 of the European Parliament and the Council on procurement by entities operating in the water, energy, transport and postal services sectors and repealing Directive 2004/17/EC [2014] OJ L 94/243.

Horubski, K., and Kocowski, T., 2014. Spełnianie warunków udziału w postępowaniu przez wykonawców wspólnie ubiegających się o zamówienie [Meeting the conditions for joint bidding for a public contract]. *Prawo Zamówień Publicznych* [*Public Procurement Law*], No. 1, pp. 40–60.

Kalina-Nowaczyk, M., 2011. Solidarna odpowiedzialność wykonawców za niewykonanie lub nienależyte wykonanie zamówienia publicznego [Joint liability of contractors for non-performance or improper performance of a public contract]. In A. Śmieja, ed. 2011. *Odpowiedzialność cywilnoprawna w obrocie gospodarczym* [*Civil liability in economic relations*]. Wrocław: Wydawnictwo Uniwersytetu Ekonomicznego we Wrocławiu, pp. 106–118.

Machnikowski, P., 2005. *Swoboda umów według art. 353 (1) KC. Konstrukcja prawna* [*Freedom of contracts according to art. 353 (1) of the Polish Civil Code. Legal structure*]. Warszawa: C.H Beck.

Muchowska-Zwara, K., 2015. *Prawne problemy funkcjonowania konsorcjów uczestniczących w obrocie regulowanym przez Prawo zamówień publicznych* [*Legal problems of the functioning of consortia participating insectors regulated by the Public Procurement Law*]. Warszawa: C.H. Beck.

Opalski, A., 2015. Umowy o wspólne przedsięwzięcie (joint venture) [Agreement on a joint venture]. In W. Katner, ed. 2015. *System Prawa Prywatnego*. Vol. 9: *Prawo zobowiązań – umowy nienazwane* [*Private Law System. Vol. 9: Obligations law – unnamed contracts*]. Warszawa: C.H. Beck.

Pieróg, J., 2007*. Prawo zamówień publicznych. Komentarz* [*Public procurement law. The commentary*]. Warszawa: C.H. Beck.

Public Procurement Law of 29 January 2004, Journal of Laws of the Republic of Poland [2015], No. 2164.

Sanchez Graells, A., 2011. *Public Procurement and the EU Competition Rules*. Oxford: Hart Publishing.

Stachowiak, M., Jerzykowski, J., and Dzierżanowski, W., ed. 2012. *Prawo zamówień publicznych. Komentarz* [*Public procurement law. The commentary*]. Warszawa: Wolters Kluwer, Warszawa.

Stecki L., 1997. *Konsorcjum [Consortium].* Toruń: Towarzystwo Naukowe Organizacji i Kierownictwa “Dom Organizatora”.

Stronczek, A., 2015. Konsorcja w zamówieniach publicznych jako przykład współpracy międzyorganizacyjnej [Consortia in public procurement as an example of inter-organizational cooperation]. *Studia Ekonomiczne. Zeszyty Naukowe Uniwersytetu Ekonomicznego w Katowicach* [Economic Studies. Scientific Papers of the University of Economics in Katowice], No. 224, pp. 209–219.

Szydlo, M., 2014. *Prawna koncepcja zamówienia publicznego* [Legal concept of public procurement]. Warszawa: C.H. Beck.

Wlodyka, S., 2000. *Strategiczne umowy przedsiębiorców [Strategic agreements of entrepreneurs].* Warszawa: C.H. Beck.

Zielińska, E., 2013. Konsorcjum w procesie budowlanym w systemie polskiego i niemieckiego prawa prywatnego [Consortium in the construction process in the system of the Polish and German private law]. In J. Kruczalak-Jankowska, ed. 2013. *Wpływ europeizacji prawa na instytucje prawa handlowego* [*Impact of Europeanization of law on commercial law institutions*]. Warszawa: LexisNexis.