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THE COMPARISON OF POLISH AND GERMAN CONSTRUCTION COMPANIES IN THE CONTEXT OF CHOSEN ASPECTS OF INTER-ORGANIZATIONAL COOPERATION

Summary. Consortia in Poland and Germany have similar functions. In Poland there are no regulatory rules especially for construction consortia, whereas in Germany there are concrete regulars. Regulars for the handling with subcontractors consist in both countries. The motivations to create a relation are for national cooperation in Poland and Germany similar high. Whereas the motivations for international cooperation in Germany are three times higher than in Poland. The barriers for national cooperation are in Poland higher valued in contrast to international cooperation. In Germany it is seen the other way round. The criteria to select a partner are similarly valued by the ask parties. In Poland moreover the price was the most important criteria.

Keywords: cooperation, small and medium enterprises, construction industry

PORÓWNANIE POLSKICH ORAZ NIEMIECKICH PRZEDSIĘBIORSTW BUDOWLANYCH W KONTEKŚCIE WYBRANYCH ASPEKTÓW WSPÓŁPRACY MIĘDZYORGANIZACYJNEJ

Streszczenie. Polskie prawo w porównaniu z niemieckim, praktycznie nie reguluje kwestii konsorcjum, jednakże regulacje dotyczące podwykonawców można znaleźć w przepisach obu państw. Motywacja do współpracy krajowej małych i średnich przedsiębiorstw budowlanych zarówno w Polsce, jak i Niemczech wydaje się być na zbliżonym poziomie. W przypadku współpracy międzynarodowej motywacja wśród niemieckich przedsiębiorstw jest znacznie wyższa niż wśród polskich. Bariery dla współpracy krajowej są wyżej oceniane przez polskie firmy niż dla współpracy międzynarodowej, natomiast wyniki dla przedsiębiorstw niemieckich są odwrotne. Kryteria wyboru partnera wydają się być oceniane na zbliżonym poziomie w obu krajach. W Polsce kryterium ceny zdaje się najistotniejsze.

Słowa kluczowe: współpraca, małe i średnie przedsiębiorstwa, branża budowlana

1. Introduction

In complex environment of constant dynamic changes, organization's development strategies are being more and more often implemented through inter-organizational cooperation. Currently, one of the critical features of the concept of competitiveness becomes a tendency and willingness of a company to cooperate (including cooperation with direct, indirect or potential competitors [2]), what, when realized correctly, ultimately results in benefits for partners. Often access to resources (including the complementary resources) is the most important prerequisite to cooperate. Therefore, the issue of cooperation can be analyzed through a resource approach (companies' resources are treated in the broad sense, the ways to compete on the market are also included) and as part of contractual theory of enterprise. The study integrated the indicated approach to the inter-organizational cooperation.

The aim of this paper is comparison of Polish and German construction companies (SMEs) in the context of selected aspects of inter-organizational cooperation: criteria for partner selection, motivation and barriers.

2. Legal background

2.1. The cooperation of contractors- subcontractors and consortia in Polish law

In accordance with the Building Law the participants of the construction process are: investor, inspector, designer and site manager. The act hardly uses the concept of a contractor and the term of a subcontractor was completely omitted [18,27]. The rules for the cooperation of contractors and subcontractors, however, can be found in the Civil Code. [18]. The "construction works contract" is sign between investor and contractor (general contractor). The parties agree on the scope of work the contractor will perform himself or through the subcontractors. However, in order to conclude the construction works contract between the contractor and the subcontractor, the approval of the investor is required. Similarly, in order for the subcontractor to conclude an agreement with another subcontractor, the investor's and contractor's consent is required [25].

In turn, the Public Procurement Law understands the subcontractor as an entity that will carry out part of the contractor's obligations [22]. Furthermore, it should also be noted that the subcontractor shall be subject to the contractor's management. So he becomes an assistant for whose acts or omissions the contractor is responsible to the investor [18].

In practice, the construction projects are often carried out by the general contractors (e.g. due to size of construction contracts) i.e. large construction companies with a considerable capital, that conclude the agreements with the subcontractor which are small or medium-sized enterprises [1]. It happens that in order to get a deal, subcontractors take a loan or employing additional staff. It seems that these measures are quite risky because of the payment gridlocks which are frequent for the construction industry. The recovery of the money from the contractor in court is, on the other hand, time consuming. Therefore, in order to protect small firms, the party contracting with the subcontractor as well as the investor and contractor are jointly and severally liable for the payment of remuneration for construction works performed by the subcontractor [17].

One of the types of businesses federations is a consortium. The attractiveness of this form is a result of high autonomy of the parties when it comes to the construction of the agreement [7]. In its standard form a consortium agreement is in fact an “unnamed civil law”. This means that it does not have a comprehensive definition or regulations in the Civil Code or other laws. What is more, the Public Procurement Act does not use the term “consortium”. It talks about contractors jointly seeking to award the contract [9,26].

The internal form of the consortium is a matter the consortium agreement parties decide upon as part of the freedom to contract [7]. Main characteristics of the consortium [9]:

- No need for registration of the consortium in the records or registers,
- Lack of possibility to give the consortium a separate NIP [Tax Identification Number] and REGON [National Business Registry Number],
- Lack of a specific provisions catalogue, which should be included in the Consortium Agreement.

Consortia are of particular importance to the construction companies participating in tender procedures. Through cooperation within consortium entrepreneurs conjoin their financial and technical potentials and benefit from mutual experience in the implementation of a particular type of investment, which strengthens their competitiveness in the proceedings [7]. What is more, the construction companies that intend to enter the public procurement market, form consortia with experienced companies in order to obtain the appropriate references. This will help them compete independently for the acquisition of the contract in the future [9].

2.2. The cooperation of contractors- subcontractors and consortia in German law

A harsh price war is taking place in the German building sector. The reason for it is the prevailing contract award process. As the price war is usually inevitable, the building company has to become competitive by cost-cutting. A smart use of subcontractor services may add to this cause [16].

The contractor's work and labour is generally defined according to § 4 (8) of Part B of the German Construction Tendering and Contract Regulations (abbr. VOB/B). The use of subcontractors is possible, but demands written permission from the customer, except for work "for which the contractor's company is not suited" (§ 4 (8) no. 1 VOB/B). If the customer demands disclosure of the subcontractors, their names, addresses, planned and performed services have to be stated [17]. If a building company has employed a subcontractor without written permission from the customer, despite being able to perform the tasks itself, the client may demand fulfilment of the services by the contractor within a reasonable time. If the contractor does not follow the customer's request until the deadline, the customer may revoke the order (§ 4 (8) no. 1 VOB/B).

As the subcontractor is a contractor from the contractor, a customer-contractor relationship exists. Therefore the legislation of VOB/B applies. The work and labour taken over by the subcontractor from the actual contractor is defined by an independent subcontractor agreement between the two parties. In this respect there is no direct contractual relationship to the builder. However, the builder is included in the subcontractor agreement to ensure his rights ("contract with protective effect for third parties" [18]). Thus he gains a direct contractual claim for damages against the subcontractor, if the duty of care is violated or secondary obligations emerge [3]. The subcontractor is thus obliged to perform services in sole responsibility (see § 4 (8) no. 1 VOB/B). The subcontractor's remuneration follows the negotiated contract for work and labour [19].

The main contractor is liable for the misconduct of the subcontractor in Germany. If, for example, the subcontractor does not pay social security contributions, premiums for the statutory accident insurance or minimum wage, the main contractor is liable for outstanding payments [20]. Furthermore, awareness needs to be raised for tax-sensitive issues. Considering the turnover tax, the tax liability is reversed (Reverse-Charge-Procedure) according to § 13b of the Turnover Tax Act (abbr. UStG). This is supposed to avoid tax losses and needs to be considered specifically in the building industry. Thereby the beneficiary himself owes the turnover tax. In this way the turnover tax liability coincides with the right for an input tax deduction [21]. If the subcontractor is unable to present an exemption certificate from the tax office, the main contractor has to withhold the so-called construction withholding tax (15% of the gross amount of performed work and labour) and pay it over to the tax office (§ 48 (1) of the Income Tax Act (abbr. EStG)). If he fails to do so, he is liable for it [22].

Forming a consortium is the most common type of cooperation in Germany. Hereby two or more building companies join forces. They agree upon mutual fulfilment of a building order on the basis of a contract. For this reason, the consortium is a company constituted under civil law (abbr. GbR) according to § 705 and following of the German Civil Code (abbr. BGB). It is composed of natural and/or legal persons (building companies) possessing rights and duties. The consortium exists only for a limited period of time – starting with the

contract award and ending with the expiration of the warranty period. It acts as a contractor for the customer and has gained legal capacity through a ruling of the German Federal Court of Justice (abbr. BGH) in 2001. Therefore it may be sued but is also entitled to take legal action itself. A major characteristic is the joint and several liability of involved building companies for the compliance to the building contract. The builder has thus the right to demand full or partial fulfilment from each partner. Furthermore, a company constituted under civil law does not need an entry in the commercial register [23].

There are different kinds of consortia: the standard consortium, the umbrella consortium, the continuous consortium and the support consortium. Model contracts, which define the cooperation for each type, have been set up by the Central Federation of the German Construction Industry and the Central Association of the German Construction Industry.

The standard consortium is a cooperation of companies from the same trade to perform building services. The construction work is done jointly by all partners. It is the duty of each partner to provide money, guarantees, equipment, construction material or personnel to the consortium [24].

The cooperation of construction companies from different building sections occurs within an umbrella consortium. Hereby the building contract is subdivided in precisely defined service packages (lots). They are forwarded to the partners by means of subcontractor agreements. The partners fulfil the work of each service package either on their own or through creation of a new consortium in direct responsibility. Consequently, the partners of a consortium have two functions: they are part of the umbrella consortium and appear as a subcontractor. A special embodiment of the umbrella consortium is the umbrella consortium planning and building in which building companies collaborate with planners [25].

If a consortium realises more than one project in the same constellation, it is called permanent consortium. In this case, the legal form shifts from a company constituted under civil law to a general partnership (abbr. OHG). This leads to a change of legal regulations.

A support cooperation is also referred to as an artificial consortium. Hereby a new partner is introduced internally who does not indulge in any external affairs. This legal form has neither legal capacity nor partnership assets.

3. Research methodology

Polish research which is presented in this paper is a part of examination of the relationship between cooperation and performance of small and medium enterprises in construction sector. Authors use survey questionnaire. Pollsters examined forty-eight companies from Silesian Voivodeship. Research was carried out in December 2014/January 2015. The questionnaire was developed based on existing tools for research of cooperation between enterprises.

Questionnaire items include for example: motivation, criteria of partner selection and barriers of cooperation. Research tool includes the division of national and foreign organizations, so it allows to measure differences between national and international cooperation.

The **German** answers of a conducted survey shall help to evaluate motivations, hindering factors and criteria for partner selection associated with consortium formation. This study seeks to investigate the cooperation within Germany as well as with foreign partners. The qualities of a consortium, which are well described in literature, were presented to companies. They assessed listed characteristics by means of an online survey. The survey took place in the summer of 2014. Altogether 748 German building companies were contacted and asked to participate in the survey. Answers were received from 52 of them. As this study seeks to investigate only such building companies with 10 to 249 employees, the replies from 29 companies build the basis of this analysis.

4. Research result

4.1. Sample Structure

Authors divides the companies according number of employees (Fig. 1), core activity (Fig. 2), and international cooperation (Fig. 3). In **Poland** there have been thirty-four (89%) examined companies are small enterprises and only four (11%) are medium size. Thirty-two percent of companies cooperate internationally. The main group is firms connected with building works related to erection of residential and non-residential buildings (63%). Twenty-one percent is specialized in construction activities like: building completion and finishing; electrical installation, plumbing and other construction installation. Sixteen percent is works related to the civil engineering construction (roads, motorways, railways and other).

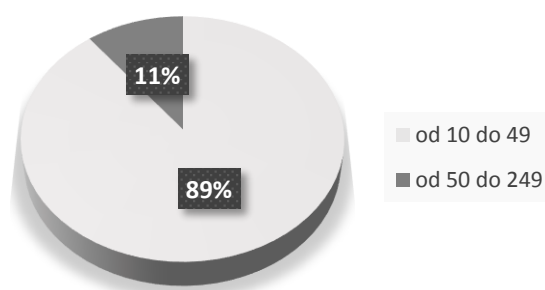


Fig. 1. Polish companies by number of employ
Rys. 1. Polskie przedsiębiorstwa według liczby
zatrudnionych
Source: Own research.

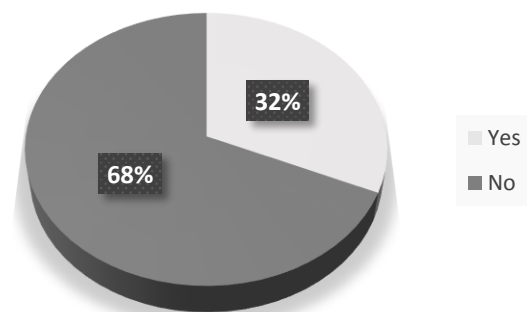


Fig. 2. International cooperation of Polish
companies
Rys. 2. Współpraca międzynarodowa polskich
przedsiębiorstw
Source: Own research.

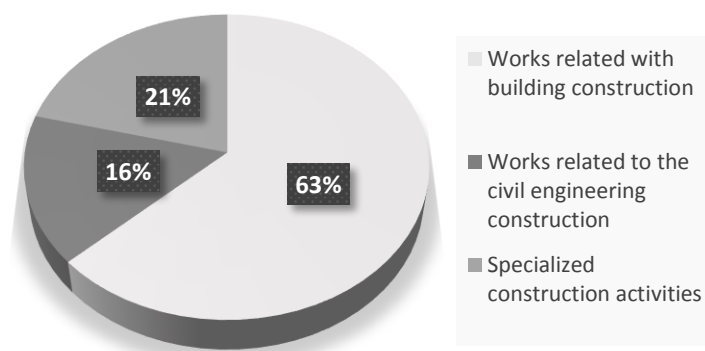


Fig. 3. Core business of Polish companies

Rys. 3. Główny obszar działalności polskich przedsiębiorstw

Source: Own research.

The companies, which participated in the **German** survey and met the criterion on the number of employees, are grouped in different categories in figures 4 to 6. Figure 4 shows that 20.7% of the participating building companies have 10 to 49 employees. The majority (79.3%) of the companies employs 50 to 249 people. Only 6.9% of the analysed companies are conducting business abroad. The remaining 93.1% run their businesses exclusively in Germany. Works related to civil engineering construction are performed by 51.7% of the building companies, followed by companies focussing on building construction with a total share of 41.4%. Only 6.9% hold a highly-specialised business, in this case related to track construction.

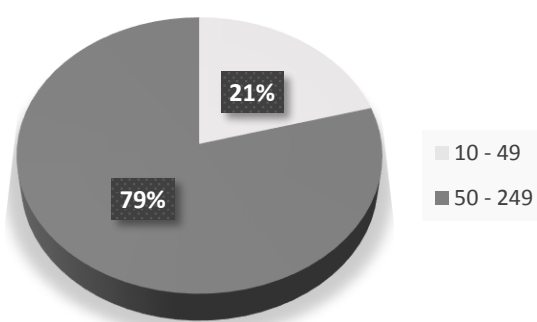


Fig. 4. German companies by number

Rys. 4. Niemieckie przedsiębiorstwa według liczby zatrudnionych

Source: Own research.

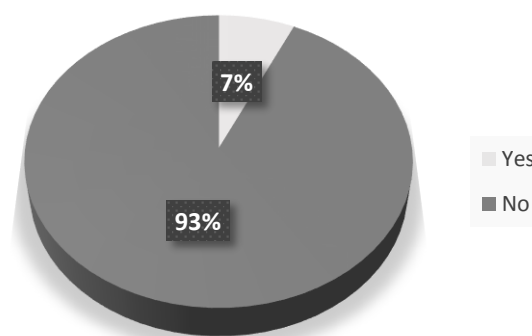


Fig. 5. Internationally cooperating of employees of German companies

Rys. 5. Współpraca międzynarodowa niemieckich przedsiębiorstw

Source: Own research.

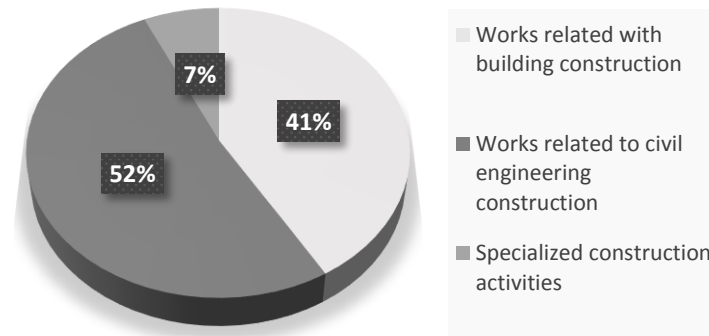


Fig. 6. Core business of German companies

Rys. 6. Główny obszar działalności niemieckich przedsiębiorstw

Source: Own research.

4.2. Motivation to cooperation

Question about the motivation for cooperation is built on the basis of three publications: Beuve, Saussier [4], Fernández-Ardevol, Masllorens [8], Danik, Lewandowska [6]. The question is: how often is cooperation motivated by...? Authors use 5-point Likert scale: 1 means never, 2 – rarely, 3 – sometimes, 4 – often, and 5 means very often. Respondents (owners or managers) chose answers for national and foreign organizations. The table [Table 1] shows the median result for motivation for Polish and German companies. The major motivations have been marked.

Polish small and medium size enterprises form business partnerships because of needing resource like: technology, information, know-how, equipment. This is also connected with improvement of purchase processes. Participation in tenders requires access to information, current technology and know-how. Informal contacts between managers make participation in tenders and projects easier. What is more, access to equipment is important for building companies because of specialization - firms should combine their resources for realizing common project. Timely payment of financial commitment is connecting with delays in payment between partners- for example main contractors and subcontractors. It cause bankruptcy of smaller firms in Poland [23, 5]. Companies also emphasize access to new markets in national and in international cooperation. What is more, median result for national cooperation is higher than for international cooperation.

Table 1

Motivation in the field of cooperation

Criterion	Median for Polish companies		Median for German companies	
	national cooperation	international cooperation	national cooperation	international cooperation
Access to new market	3	2	3	3.5
Stronger competitive position	2	1	4	4
Improvement of financial situation	2	1	3	3
Timely payment of financial commitment	3	1	2	2
Obtain more flexibility	2	1	3	3
Improvement of product quality	2	1	2	3
Improvement of purchase processes	3	1	2	3
Access to technology	3	1	2	3
Risk sharing	2	1	3	3.5
Access to information and know-how	3	1	3	3
Informal contacts between managers	3	1	2	4
Equipment lacking	3	1	3	3
Competences lacking	2	1	2	2.5

Source: Own research.

For **German** companies cooperating only domestically, the increased competitiveness is the prime motivation. The same is found for internationally cooperating businesses, though they value informal contacts to other managers equally high with a median value of four. In conclusion, it can be stated that interviewed companies rate their motivation for an international cooperation higher than for forming a domestic consortium.

The rising pressure from competition has made the criterion of increased competitiveness a very significant one for both domestic and international cooperation. Furthermore, building projects become larger and more complex [25], making a sole realisation impossible. This is specifically true for small and medium-sized companies. In particular highly-specialised companies can raise the intrinsic value of their expertise by joining a consortium. Internationally cooperating companies are also significantly motivated by the perspective of enlarging their informal network to other managers. The reason is found in the propagation of information on new tenders and possible partners through such networks. Informal meetings address opinions on previous partners and the advantages of a cooperation in the form of a consortium.

4.3. Barriers of cooperation

Question about the barriers connected with cooperation is built on the basis of Danik, Lewandowska [6] publication. The item is: we face the following barriers... Authors use

5-point Likert scale: 1 – means strongly disagree, 2 – Tend to disagree, 3 no opinion, 4 – Tend to agree and 5 means strongly agree with the statement. Respondents chose answers for national and foreign organizations. [Table 2] shows the median result for barriers for Polish and German companies. Major barriers are marked there.

Polish enterprises worry about items connected directly with partners (negative cooperation experience, risk of creating new competitors, joint liability, know-how loss) and with cooperation environment (legal barriers, administrative barriers, economic risks). Companies which cooperate internationally worry about loss of their independence, as well as know-how. Building enterprises pay attention to know-how. On the one hand, enterprises form business partnerships because of need of resources like know-how. On the other hand, they are worried about know-how loss. What is more, it appears that joint liability is crucial for cooperation of building firms. It can be important both to the firm making the claim, as well as to the firm which is sued, that it can be demanded that anyone with joint liability for the alleged debt or claim for damages is joined in (brought into) the lawsuit with them. Perhaps the median result for language barrier in national cooperation is surprising.

Median result for Polish barriers is higher than for motivation in international cooperation. It could be concluded that Polish companies are afraid of foreign markets. In their opinion, risks exceed potential profits. Only 32% of examined building companies participate in international relations. It could be determined by firms' size (89% is small firm).

Table 2

Barriers in the field of cooperation

Criterion	Median for Polish companies		Median for German companies	
	national cooperation	international cooperation	national cooperation	international cooperation
Negative cooperation experience	3	1,5	2	2.5
Lack of full trust	2	1,5	3	2.5
Legal barriers	3	2,5	2	3
Risk of creating new competitors	3	2	1	2
Necessity to share profits	2	1,5	1	1.5
Language barriers	2	1,5	1	3
Risk of a misconduct of the partners	2	2,5	3	3
Dependency on the partner	2	3	2	2.5
Joint liability	3	2,5	2	2
Political risks	2	2	1	1.5
Administrative barriers	3	1	2	3
Economic risks	3	2,5	2	2.5
Know-how loss	3	3	2	2

Source: Own research.

At first sight it becomes obvious that – according to the median values – the hindering factors for **German** companies are disregarded when compared to the opportunities. The highest median value is three, suggesting only a „partial hindering factor“. Furthermore, it becomes apparent that for both nationally and internationally cooperating companies multiple criteria are most important. A lack of full trust and the risk of misconduct pose the largest risks to building companies operating only in Germany. Possible misconduct of the partner is considered one of the major hindering factors for internationally cooperating companies as well. Additionally legal barriers, language barriers and administrative barriers are considered equally risky.

The barrier of lacking trust has its roots in past collaborations with other companies, some of which were larger and had more experience in working in consortia. Another reason for the lacking trust is the attitude towards the partner, who is considered a competitor and is attributed with according characteristics.

The fear of partner's misconduct is another significant hindering factor, which is firstly based on the joint and several liability and secondly on the general lack of trust. The high ranking of legal barriers for international collaborations can be explained by potentially increased liabilities. Language barriers on site are possible during the realisation of the building project. This may cause misunderstandings related to the execution of the building order. Such flawed communication can lead to a postponement of deadlines and cases of liability. The last hindering factor for international consortia includes administrative barriers. They are partially due to differences in the trade law in the countries of the partners and thus result in additional work. If competences and responsibilities regarding the realisation of the building project and its administration are not clearly defined, the effect of the aforementioned barrier is intensified.

The Median values for the motivation to cooperate, seeing from the German side, is higher than the median values of hindering factors (barriers). In comparison the medians for international cooperation are higher than for national cooperation for both motivations and barriers. This may results from higher opportunities to generate profits, connected with higher risks.

4.4. Criteria for partner selection

Based on the Beuve, Saussier [4] publications, responders assign criteria that are taken into account while establishing cooperation with domestic and foreign organizations. Authors use a scale from 1-10: 1 is not important and 10 means definitely important criterion. [Table 3] shows the median result for criteria for partner selection for Polish and German companies, with the major criteria marked.

For **Polish** national cooperation the major criterion is: price. For international cooperation, the major criteria are: guarantee of delivery time, technical competence as well as price. Polish building companies also emphasize the importance of criteria such as guarantee of delivery time and a guarantee of long-term contract.

It could be concluded that firms look for durable and stable relations in national market. On the other hand, international market is a source of technical competence for Polish companies. But if we compare this result with motivation results, they are inconclusive.

Table 3

Criteria for partner selection

Criterion	Median for Polish companies		Median for German companies	
	national cooperation	international cooperation	national cooperation	international cooperation
Reputation	9	8	8	8
Liability in case of delay	9,5	10	7	8
Price	10	10	8	8
Geographical proximity	8	5	6	4
Label	7	7	5	6.5
Technical competence	8,5	10	9	8
Guarantee to sign a long-term contract	9,5	8	7	8
Belonging to the same group	5	4	-	-

Source: Own research.

It is evident that technical competence is the most important criterion for choosing a partner when the cooperation is based on a national level in **Germany**. It is followed by the reputation and the price of the work performed by the partner. Participants in international consortia consider the reputation, liability in case of delay and the prospective to sign a long-term contract with the partner equally important. The only criterion considered less important by international cooperation is the geographical proximity.

The choice of a partner based on technical competences is motivated by an increased competitiveness of the consortium. This is also true for the reputation of the partner. At the same time the price of the offered work and labour increases or decreases the competitiveness of the consortium during the tendering phase. The guarantee to sign a long-term contract allows the partners to trust each other in two ways. On the one hand, each participant of the consortium can be sure that work and labour will be delivered as agreed upon. On the other hand, the partners can rely on each other in the case of liability. As the geographical proximity does not affect the trustworthiness or ability to cooperate, it is considered a less important criterion for the partner choice. Other characteristics are more meaningful in this regard.

5. Conclusions

German provisions of cooperation of the construction companies and consortia seem to be more precise and complex than the Polish ones. In Poland there are no regulatory rules, particularly for construction consortia, whereas in Germany there are definite principles. The table (Table 4) shows the major differences between Polish and German Law in the context of cooperation and consortia. Authors stress issues like: definitions and regulations in Polish and German Law, need for registration, possibility of giving a consortium an identification number, contracting parties and joint liability.

Table 4

Differences in national law in the context of cooperation

Issue	Polish Law	German Law
Definition and regulations	There aren't a comprehensive definition or regulations in the Polish laws.	There is a definition and regulation in the German law for Consortia
Registration	No need for registration of the consortium in the records and registers.	No need for registration of the consortium in the records and registers, if it is formed as a company constituted under civil law (abbr. <i>GbR</i>)
Identification number	Lack of possibility to give the consortium a separate NIP [Tax Identification Number] and REGON [National Business Registry Number],	Due to the fact that the consortium has to pay the value added tax it has a Tax Identification Number
Contracting party	Agreement is between companies (no between consortium and investor).	There are two agreements: - between consortium and investor - between construction companies of the consortium
Joint liability	<ul style="list-style-type: none"> Investor and contractor are jointly and severally liable for the payment of remuneration for construction works performed by the subcontractor (the Civil Code: the construction works contract) Contractors which are jointly seeking to award the contract (consortium) are jointly and severally liable to the contracting authority (the Public Procurement Law) 	<ul style="list-style-type: none"> The contractor is jointly and severally liable for the payment of remuneration for construction works performed by the subcontractor The subcontractors are liable for their works to the investor, if written in an independent subcontractor agreement between the contractor and subcontractor Contractors are jointly and severally liable

Source: Own research.

The motivations for national cooperation in Poland and Germany are similarly high, whereas the motivations for international cooperation are visibly higher in Germany than in Poland. The outcomes may be resulting from the sample structure. There are 89% small firms in Polish sample and only 21% in German. On the other hand, there is 7% of international cooperation in German sample and 32% in Polish.

The barriers for national cooperation are in Poland higher valued in contrast to international cooperation. In Germany the opposite it is seen the opposite way. Median result for Polish barriers is visibly higher than for motivation in international cooperation. It could be concluded that Polish companies are afraid of foreign markets. In their opinion, the risks exceed potential profits

The criteria to select a partner are similarly valued by the interviewed parties. In Poland, however, the price was the most important criteria

Like any research, our study has limitations. First of all, size of sample: forty- eight companies in Polish research and twenty-nine in German. The survey should be carried out again with the help of several construction associations to increase the response rate. Next differences at the time of the research: German research was conducted in the summer of 2014, while Polish was carried out in December 2014/ January 2015. All of these limitations are important for future research.

The collected data should serve as a basis for further research. Authors plan to compare the results from other countries. The subsequent research should be more complex to contrast the cooperation in different countries.

Bibliography

1. Behnke M., Gostkowski M.: Inwestor musi wyrazić zgodę na umowę z podwykonawcą, www.budownictwo.abc.com.pl/czytaj/-/artykul/inwestor-musi-wyrazic-zgode-na-umowe-z-podwykonawca.
2. Bergen M., Peteraf M.A.: Competitor identification and competitor analysis: a broad-based managerial approach. *Manage. Decis. Econ.*, 2002, 23: 157-169.
3. Berner F., Kochendörfer B., Schach R.: *Grundlagen der Baubetriebslehre 3 – Baubetriebsführung*, Vieweg + Teubner, Wiesbaden 2009.
4. Beuve J., Saussier S.: Interfirm cooperation in strategic relationships: the role of formal contract. "Industrial and Corporate Change", No. 4, 2011.
5. Coface: Upadłość firm w Polsce w 3 kwartałach 2012 roku, http://www.coface.pl/CofacePortal/ShowBinary/BEA%20Repository/PL/pl_PL/documents/Raport_Coface_upadlosci_3_kw_2012.
6. Danik L., Lewandowska M.: Motives and barriers in the field of cooperation between companies. Research outcomes based on the polish engineering industry. „Journal of Economics and Management”, No. 1, 2013.

7. Dyś M.: Konsorcjum budowlane w sporze cywilnym, <http://prawo.rp.pl/artukul/947112.html?p=1>.
8. Fernández-Ardevol M., Masllorens J.L.: Determinants of science-based cooperation: evidence in a sample of small and micro firms. "Managing Global Transitions", No. 4, 2011.
9. Gawrońska-Baran A., Saja-Żwirkowska K., Koralewski M.: Konsorcjum. Praktyczne wskazówki dla podmiotów wspólnie ubiegających się o zamówienie. Wydawnictwo Wiedza i Praktyka, Warszawa 2014, s. 7-8.
10. Hauptverband der deutschen Bauindustrie e.V.: ARGE-Vertrag, § 4.1., 2007.
11. Hemberger M.: Martin Hemberger, Geschäftsführer Nord- und Osteuropa Harsco Infrastructure, [in:] bpz baupraxiszeitung, heft 8, 2013, s. 27, und Oltmanns H.-G.: Mehrdimensional vernetzt. Building Information Modeling ist mehr als das gemeinsame Arbeiten am digitalen Datenmodell, [in:] Deutsches Ingenieurblatt, Bd. 19, Nr. 9, 2012, s. 28-31.
12. Jacob D., Erfurt R., Winter C., Stuhr C.: Dach-ARGE „Planung und Bau“ als zukunftsweisendes Modell?, [in:] UBB Fachzeitschrift für Führungskräfte der Bauwirtschaft, 5/2012, 2012, s. 3-8.
13. Jacob D., Stuhr C.: Kalkulieren im Ingenieurbau, Springer Vieweg, Wiesbaden, 2. edition, 2011.
14. Junghenn W.: VOB/B § 4 Abs. 8 [Pflicht des Auftragnehmers zur Selbstaussführung], [in:] Ganten H., Jansen G., Voit W. (Hrsg.): Beck'scher VOB-Kommentar Vergabe- und Vertragsordnung für Bauleistungen Teil B, 3. edition, Verlag C.H. Beck, München 2013.
15. Kniffka R.: 5. Teil Der Werklohnanspruch des Auftragnehmers, [in:] Kiffka R., Koeble W. (Hrsg.): Kompendium des Baurechts, 4. edition, Verlag C.H. Beck, München 2014.
16. Leonard A.: UStG § 13b Leistungsempfänger als Steuerschuldner, [in:] Bunjes J. (Hrsg.): Umsatzsteuergesetz, 13. edition, Verlag C.H. Beck, München 2014.
17. Mikos G.: Jakie są prawa podwykonawcy przy umowie o roboty budowlane, <http://mojafirma.infor.pl/umowy-w-firmie/abc-umow/277133,Jakie-sa-prawa-podwykonawcy-przy-umowie-o-roboty-budowlane.html>.
18. Mitreğa E.: Współpraca wykonawców i podwykonawców na budowach, <http://www.budownictwo.abc.com.pl/czytaj/-/artykul/wspolpraca-wykonawcow-i-podwykonawcow-na-budowach>.
19. Nicklisch F.: VOB – Verdingungsordnung für Bauleistungen Teil B, Verlag C.H. Beck, München 2011.
20. Richtarsky J.B. Hinterziehung von Sozialversicherungsbeiträgen, [in:] Wabnitz, H.-B.; Janovsky T. (Hrsg.): Handbuch des Wirtschafts- und Steuerrechts, 4. edition, C.H. Beck, München 2014.
21. Silska A.: Przykład włoskich konsorcjów eksportowych szansą małych i średnich przedsiębiorstw w Polsce. PARP, Radom 2004, s. 7-8.
22. Stańczuk A.: Dostawca usługi to nie zawsze podwykonawca, <http://www.lex.pl/czytaj/-/artykul/dostawca-uslugi-to-nie-zawsze-podwykonawca?refererPlid=2285053>.
23. Steinerowska-Streb I.: The determinants of enterprise profitability during reduced economic activity. „Journal of Business Economics and Management”, No. 13, 2012.

24. Thierau T., Messerschmidt B., [in:] Kapelmann D., Messerschmidt B., Frister A.-C. (Hrsg.): VOB Teile A und B, 4. edition, München 2013.
25. Ustawa z dnia 23 kwietnia 1964 r. – Kodeks cywilny (DzU z 2014 r., poz. 121, 827, z 2015 r., poz. 4).
26. Ustawa z dnia 29 stycznia 2004 r. – Prawo zamówień publicznych (DzU z 2013 r., poz. 907, 984, 1047, 1473, z 2014 r., poz. 423, 768, 811, 915, 1146, 1232).
27. Ustawa z dnia 7 lipca 1994 r. – Prawo budowlane (DzU z 2013 r., nr 0, poz. 1409, z późn. zm.).

Omówienie

Przedsiębiorstwa współpracujące ze sobą mają większe niż te działające w pojedynkę możliwości wzrostu oraz rozwoju. Współpraca wykonawców i podwykonawców oraz grupowe formy działania, takie jak np. konsorcja, mają szczególne znaczenie dla małych i średnich przedsiębiorstw, ponieważ zapewniają usługi, których ze względu na m.in. utrudniony dostęp do kapitału obcego, specjalistów, zasobów firmy te nie są w stanie samodzielnie zagwarantować. Wobec tego wydaje się, że specyfika funkcjonowania małych i średnich przedsiębiorstw, a tym bardziej firm budowlanych (przetargi, realizacja projektów), wymaga współpracy.

W artykule przedstawiono wyniki badań polskich oraz niemieckich przedsiębiorstw budowlanych (małych i średnich) w kontekście wybranych aspektów współpracy międzyorganizacyjnej: kryteriów branych pod uwagę przy nawiązywaniu współpracy, motywacji z nią związanej oraz napotykaných barier. Omówiono uregulowania prawne determinujące współpracę zarówno w Niemczech, jak i w Polsce. Wskazano kierunki dalszych badań.