**EXAMPLE**

**Contract No MKUO ProNatura/ZO//23**

concluded on ...............................2023 in Bydgoszcz between:

# **Inter-Municipal Waste Disposal Complex ProNatura Sp. z o.o.**  with its registered office in Bydgoszcz (85-862) at 22 Ernst Peterson Street, entered into the Register of Entrepreneurs kept by the District Court in Bydgoszcz, XIII Commercial Division of the National Court Register under number 0000296965, having NIP number 9532559741, REGON: 340378577, BDO 000010322, share capital 29,997,000.00 PLN contributed in full by the City of Bydgoszcz, represented by:

# Konrad Mikołajski – the President of the Management Board

# Jarosław Bańkowski – the Vice-President of the Management Board

hereinafter referred to as the **“Ordering Party"**

# and

**……..**

hereinafter referred to as the "Contractor",

separately referred to **as the "Party” and** collectively **the "Parties".**

*The representatives of the Contracting entity declare that they are duly authorized to conclude this contract, the validity of which does not depend on its confirmation by any other entity or body, and that their powers have not expired or been limited.*

*The parties, on the basis of an inquiry submitted by the Contracting Authority (in accordance with Article 2(1)(1) of the Act of 11 September 2019, Public Procurement Law – vol. Journal of Laws of 2022, item 1710, as amended, hereinafter referred to as the Public Procurement Law; the provisions of this Act shall not apply to this contract) and the selection of the Contractor's offer, conclude an agreement with the following wording:*

**§ 1**

1. The Contractor undertakes to perform the subject of the contract consisting of the cleaning of two steam boilers No. 1 and No. 2 during their operation using the explosive method at the Municipal Waste Thermal Treatment Plant (ZTPOK) in Bydgoszcz. The works should be performed in accordance with the patent rights / licenses held by the Contractor if it is subject to industrial property protection for this type of technology.
2. A detailed description of the subject of the contract and the requirements and conditions for its implementation include request for quotation of ............... and the Contractor's offer of ........., constituting an integral part of this Agreement.
3. The Contractor, to the extent necessary to perform the subject of the contract, is obliged to provide the necessary equipment, devices, materials, and equipment for employees, including health and safety measures required by law.
4. The Contracting Authority requires that all employees of the Contractor performing the service on the premises of ZTPOK have authorizations in the scope of performed works if they are required by law.
5. If, in the performance of this Agreement, the Contractor will use other entities (including subcontractors), he shall be liable for their actions and omissions, as for his own actions and omissions.

**§ 2**

1. The services specified in § 1 will be provided at ZTPOK in Bydgoszcz at 22 E. Peterson Street in June 2023. The Ordering Party requires the service to be performed within 12 hours of commencing work for each boiler. The cleaning work must be completed by June 16, 2023.
2. Notification of readiness to commence works, including determining the exact date of their commencement, will be made via e-mail to the address indicated in this contract or by phone with confirmation sent by e-mail. Contact persons authorized to agree on individual activities and make reports are:

1) on the part of the Ordering Party:

* Sylwester Krzyżanowski, email address: [s.krzyżanowski@pronatura.bydgoszcz.pl](http://)
tel. 48 502 559 916,
* Michał Derengowski, email address: [m.derengowski@pronatura.bydgoszcz.pl](http://)
tel. 48 451 051 081,

2) on the part of the Contractor:

* ……………….….., email address: ……..………., tel. …………….…..,

**§ 3**

1. The Contractor is obliged to perform the Works in accordance with the provisions of generally applicable law, applicable standards, in compliance with the internal procedures of the Contracting Authority and with the utmost diligence resulting from the professional nature of its business.
2. The Contractor declares that it has the necessary experience and knowledge to perform the works covered by this contract and ensures that the technology used does not infringe the industrial property rights of third parties.
3. The Contractor shall ensure that all persons designated by him to perform this Agreement have appropriate qualifications, training and authorizations required by law, in particular health and safety regulations, and that this state will persist throughout the entire period of the Agreement, and he will perform all obligations related to it towards all persons directed by him to perform work or carry out work on his behalf and on his behalf (including in the scope of health and safety). The Contractor is obliged to comply with applicable regulations during the performance of the Works, including in particular the provisions concerning: occupational health and safety, fire regulations, environmental protection. The above includes the obligation to comply with the internal regulations of the Contracting Authority in force in its area in the field of health and safety and fire protection, which the Contractor has become familiar with and to which it does not raise any objections. The Contractor shall be fully liable for any breach of the obligations contained in this paragraph.
4. The Contractor declares that it has read all the conditions and circumstances that are or may be necessary for the performance of this Agreement, in particular in the scope of technical conditions for the execution of the Works and does not submit any objections in this connection and has taken them into account when calculating the offer.
5. The Contractor is responsible for the technical condition of the devices and materials necessary to perform the Work, who declares that he has his own equipment and human resources necessary to perform the contract.

**§ 4**

1. The total lump-sum remuneration of the Contractor for the performance of the subject of the contract is: .................. PLN gross (in words PLN gross: ............. including VAT, in accordance with the current regulations.
2. The remuneration referred to in paragraph 1 above shall be payable to the Contractor within 30 days from the date of conclusion of the contract on the basis of a correctly issued invoice, by transfer to the bank account indicated on the invoice, subject to the possibility of using the so-called split payment mechanism by the Contracting Authority in accordance with applicable regulations, if the Contractor uses the Polish NIP for transaction purposes. The invoice shall include, if technically possible, the reference number of this contract.
3. The Parties consider the date of payment to be the date of debiting the Ordering Party's bank account with the amount of remuneration due to the Contractor.
4. The Contractor, who is a resident within the meaning of the tax law and an active VAT taxpayer, declares that the bank account indicated on the VAT invoice will each time be an account reported to the competent tax authorities and included in the list of VAT taxpayers referred to in Article 96b paragraph 1 of the Act on tax on goods and services, kept by the Head of the National Tax Administration (the so-called white list of VAT taxpayers). In the event of a change in the above state of affairs or untruthfulness of the statement as in the preceding sentence, the Contracting Authority will be entitled to make a payment to the bank account included in the said list, which will constitute the proper performance of the Agreement, and in the event that the list does not contain the Contractor's account number - withhold payment until its disclosure and will not be considered as in delay.
5. The Contracting Authority declares that it is a large enterprise within the meaning of the provisions of Article 4 point 6 in conjunction with Article 4 point 5 a contrario of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions (vol. Journal of Laws of 2022, item 893, as amended) in conjunction with Article 2 of Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (Dz. UE L No. 187, p. 1) a contrario.
6. The remuneration specified in paragraph 1 constitutes the total remuneration for the implementation of the subject of the contract and includes, in particular, all expenses of the Contractor related to this contract, performance of works using own tools, devices and materials, labor costs, including travel and possible accommodation of employees for the duration of the task and personal protective equipment of employees in accordance with health and safety regulations, including work clothing and footwear, proper security, etc.
7. The Contractor's remuneration shall be paid after acceptance of the works by the Contracting Authority without reservations, confirmed by a handover protocol drawn up in accordance with the provisions of this Agreement, on the basis of a VAT invoice issued by the Contractor.

**§ 5**

The Contracting Authority shall provide the Contractor with the protocol the place where the Works are to be carried out no later than on the day following the date of signing this contract. The works must be carried out by June 16, 2023.

**§ 6**

The Contracting Authority shall create the necessary organizational conditions enabling access of the Contractor's employees to the premises of the Contracting Entity, to the extent necessary to perform this contract. The Contracting Authority shall provide the Contractor with the possibility of using sources of electricity and water.

**§ 7**

1. The Contracting Authority shall not be liable for the property (including machinery and equipment) of the Contractor, its employees or other persons used by the Contractor in the performance of the Agreement. The Contractor shall ensure the protection of the place of execution of the Works, located in the area of work, both during their conduct and after the end of each working day. Any insurance of property or ensuring its protection rests solely with the Contractor.
2. In the event of personal injury, destruction or damage to the equipment and property of the Ordering Party or other entities in the course of the performance of the Agreement – liability for damages (including the costs of repairing / bringing damaged or destroyed property) to the previous state shall be borne by the Contractor to the full extent on the basis of risk.

**§ 8**

1. After the Ordering Party confirms the correctness of the Works performed by the Contractor, the Parties will sign the Work Acceptance Protocol. In the event of irregularities of the Works performed by the Contractor, the Contracting Authority shall notify the Contractor of its objections in writing (the Parties allow electronic form to the e-mail address provided in this contract). In the event of raising objections, the Contractor is obliged to make appropriate amendments in accordance with the reservations of the Contracting Authority immediately, but not later than within 3 working days from the time of their notification. After making amendments, the Contractor shall notify the Contracting entity of its readiness to proceed with acceptance, and the provisions of this paragraph shall apply accordingly. The obligation to make corrections by the Contractor does not result in extending the deadline specified in § 5.

**§ 9**

1. The Contracting entity has the right to charge and demand from the Contractor contractual penalties for delay, for which the Contractor is responsible:
	1. in the performance of the subject of the contract within the period specified in § 5 of the contract in the amount of 0.1% of the gross contractual remuneration for each hour of delay, but in total not more than 10% of the gross contractual remuneration specified in § 4 clause 1,
	2. in the removal of defects found on acceptance in the amount of 0.1% of the gross contractual remuneration for each hour of delay counting from the moment (hour) in which the defect was to be removed, but in total not more than 10% of the gross contractual remuneration specified in § 4 clause 1.
2. In the event of withdrawal from the contract by the Contracting Entity, for reasons for which the Contractor is responsible, the Contracting entity shall have the right to apply for a contractual penalty in the amount of 10% of the gross contractual remuneration specified in § 4 section 1.
3. The Contractual Penalty, under the title mentioned in section 1 or 2 above, should be paid by the Contractor within 14 days from the date of the Ordering Party's request for payment. The Contracting Authority may deduct the amount of the contractual penalty from the remuneration or any other amount due to the Contractor. Payment of the contractual penalty by the Contractor or its deduction by the Contracting Authority from the Contractor's remuneration shall not release the Contractor from the obligation to properly perform its obligations specified in the contract.
4. The Ordering Party may claim damages exceeding the contractual penalties on general terms.

**§ 10**

1. The Ordering Party, regardless of the rights resulting from the provisions of generally applicable law, has the right to withdraw from this contract in the following situations:
2. when the Contractor has not commenced the Works specified in § 1 within 3 days from the date of handing over the Site of the Works to him,
3. when the Contractor is delayed with the execution of the Works to such an extent that, in the opinion of the Contracting Authority, it is unlikely that it will be able to complete them within the time limit specified in § 5 (applies to a situation where one boiler has been cleaned and the other is delayed),
4. if the Contractor has not made corrections within the time limit specified in § 8,
5. In the situation specified in paragraph 1 paragraph 1 above, the Contractor is not entitled to any remuneration.
6. In the situation specified in paragraph 1 point 2 above, the Contractor shall be entitled to remuneration in the amount proportional to the scope of Work performed in accordance with the provisions of this contract and accepted by the Contracting Authority.
7. In the situation specified in paragraph 1 point 3 above, the Contractor shall be entitled to remuneration in the amount of 80% of the gross contractual remuneration.
8. Withdrawal shall be understood as a written statement made to the other Party expressing an unequivocal intention to withdraw from the contract. The withdrawal should take place within 3 working days from the date of disclosure of the reason for withdrawal.

**§ 11**

1. Any changes to the contract require a written annex under pain of nullity.
2. The contracting parties undertake to notify immediately of any change in contact details (including address or telephone number). The change of contact details does not constitute an amendment to this contract and may take place by written or e-mail notification to the other Party.
3. In the event of failure to comply with the obligation referred to in paragraph 2, the declarations and information sent in accordance with the previous data shall be deemed to have been effectively served.
4. Whenever the contract stipulates only the written form for a given act – in the absence of a different specification, it is considered reserved under pain of nullity.
5. If the provisions of the offer are contrary to this contract or the request for proposal or contain provisions imposing on the Ordering Party obligations that go further than this contract and the request for quotation or reducing its rights in relation to those resulting from the contract or request for proposal, such provisions shall be considered non-reserved - they do not apply between the Parties, and in this respect the content of the contract is binding.
6. This agreement is governed by Polish law, to the extent not regulated, generally applicable provisions shall apply, including the Civil Code.
7. Any disputes arising from this agreement, including its conclusion, validity, performance, termination, or withdrawal from it, will be settled amicably by the parties. If it is not possible to settle the dispute amicably, the court of the Ordering Party's registered office shall be competent for its consideration.
8. The Contractor shall not have the right to transfer its rights under this Agreement to third parties without the written consent of the Ordering Party.
9. This Agreement is drawn up in two identical copies, one for each Party.

 Contracting Authority Executor

Appendix 1 – Request for quotation

Appendix 2 – Offer