



**Supported from the Swiss-Czech Cooperation Programme**

**Supported by a grant from Switzerland through the Swiss Contribution to the enlarged European Union**

## **Contract for Work for “IMPLEMENTATION OF THE CONSTRUCTION PROJECT “**

**Project title: Transport Terminal Uherský Brod – Stage II – Part SŽDC**

Contractual Parties:

**Správa železniční dopravní cesty, státní organizace**

**(Railway Infrastructure Administration, state organization)**

Based at: Prague 1, Nové Město, Dlážděná 1003/7, Zip code (PSČ) 110 00

Registration Number (IČ): 70994234 Tax Registration Number (DIČ): CZ70994234

Registered in the Commercial Register kept by the Town Court in Prague,

Section A, Entry 48384

Acting through Ing. Mojmír Nejezchleb, Deputy to the Director General for railway modernization

Correspondence address:

Správa železniční dopravní cesty, státní organizace

Stavební správa východ, Olomouc, Nerudova 1, 772 58

(hereinafter the “**Employer**”)

*Contract Number:* "[TO BE ENTERED BY THE CONTRACTOR]"

ISPROFIN:

and

**"[TO BE ENTERED BY THE CONTRACTOR]"**

Based at: "[TO BE ENTERED BY THE CONTRACTOR]"

Company Registration Number (IČ: "[TO BE ENTERED BY THE CONTRACTOR]" ,

Tax Registration Number (DIČ): "[TO BE ENTERED BY THE CONTRACTOR]"

Registered in the Commercial Register kept by the "[TO BE ENTERED BY THE CONTRACTOR]" Court  
in "[TO BE ENTERED BY THE CONTRACTOR]" ,

Section "[TO BE ENTERED BY THE CONTRACTOR]" , Entry "[TO BE ENTERED BY THE CONTRACTOR]"

Bank : "[TO BE ENTERED BY THE CONTRACTOR]" , Account No. :  
"[TO BE ENTERED BY THE CONTRACTOR]"

Acting through: "[TO BE ENTERED BY THE CONTRACTOR]"  
(hereinafter the **"Contractor"**)

*Contract Number:* "[TO BE ENTERED BY THE CONTRACTOR]"

concluded today this contract (hereinafter the **"Contract"**) in agreement with provisions of Section  
(§) 536 of the Act No. 513/1991 Coll., Commercial Code, as amended later (hereinafter the  
**"Commercial Code"**).

**The Contractual Parties, in recognition of their obligations contained herein and with the  
intention to be bound by this Contract, have agreed on the following wording of this  
Contract:**

## **1. INTRODUCTORY PROVISIONS**

- 1.1 The Employer represents to be the state organization established on 1 January 2003 pursuant to the Act No. 77/2002 Coll., on the Czech Railways Joint Stock Company (akciová společnost České dráhy) and State Organization Railway Infrastructure Administration (státní organizace Správa železniční dopravní cesty), as amended later, to meet all conditions and requirements specified herein and to be authorized to conclude this Contract and to duly perform the obligations hereunder.
- 1.2 The Contractor represents to meet all conditions and requirements specified herein and to be authorized to conclude this Contract and to duly perform the obligations hereunder.
- 1.3 The Contractor further represents that no proceedings have been under way in respect to the Contractor as at the day of the conclusion hereof under the Act No. 182/2006 Coll., on bankruptcy and its settlement methods ( Insolvency Act), as amended later, and agrees to inform the Employer promptly about any facts about an imminent bankruptcy or declaration of bankruptcy of its company , as well as about changes in its qualification demonstrated as a part of its tender to perform the Public Contract in the sense described below.

- 1.4 The Contractor further represents that, as at the day of the conclusion hereof, the Contractor made itself familiar with all Employer's Internal Regulations that are applicable to the Work hereunder, as specified in the Technical qualitative conditions for construction projects of the state railway.
- 1.5 The capitalized terms not explicitly defined in this Contract shall have the same meaning as in the Commercial Terms that form the Appendix No. 1 hereto (hereinafter the "**Commercial Terms**").

## 2. PURPOSE OF THE CONTRACT

- 2.1 The Employer has notified, by publishing its intention in the Bulletin of Public Contracts on "[TO BE ENTERED BY THE CONTRACTOR]" under the Registration number "[TO BE ENTERED BY THE CONTRACTOR]" to award a public contract in an open public tender called "**Transport terminal Uherský Brod – Stage II – Part SŽDC**" (hereinafter the "**Public Contract**") under the Act No. 137/2006 Coll., on public contracts, as amended later (hereinafter the "**Act on Public Contracts or APC**"). Based on the public tender the Contractor's tender was selected as the most suitable one in agreement with provisions of Section (§) 81, paragraph 1 APC.
- 2.2 The purpose of this Contract is implementation of the subject matter of the Public Contract in agreement with the tendering documents of the Public Contract (hereinafter the "**Tendering Documents**") and specification of a method and conditions of its implementation for the Employer.
- 2.3 The Contractor hereby guarantees to the Employer to perform the subject matter of the Public Contract and to fulfill all resulting conditions and obligations in agreement with the Tendering Documents and the Contractor's Tender. This guarantee shall take precedence over any other conditions and guarantees stated in this Contract. For avoidance of any doubt this means that:
  - 2.3.1 in case of any uncertainty in respect to interpretation hereof the provisions of this Contract shall be interpreted so that the purpose of the Public Contract as specified in the Tendering Documents is taken into account to the broadest extent,
  - 2.3.2 in case of missing provisions in this Contract sufficiently specific provisions will be used from the Tendering Documents or the Contractor's Tender,
  - 2.3.3 the Contractor shall be bound by its Tender submitted to the Employer in the award procedure for the Public Contract and the Tender shall be used as a subsidiary document to regulate the mutual relations under this Contract.

## 3. SUBJECT MATTER, PRICE AND SCHEDULE OF WORKS HEREUNDER

- 3.1 The Contractor agrees to complete the work in agreement herewith and to elaborate all applicable documents relating to the construction project implemented hereunder, (hereinafter the "**Work**").
- 3.2 The Employer undertakes to provide to the Contractor all assistance necessary for implementation of the Work.
- 3.3 The Employer undertakes to take over the duly completed Work and pay the Price of the Work to the Contractor for the duly completed and handed-over Work under the terms specified in this Contract, while the maximum Price of the Work shall be:

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Price of the Work excluding VAT: "[TO BE ENTERED BY THE CONTRACTOR]"

The structure of the Price of the Work by building objects (SO) and operating systems (PS) is provided in [Appendix No. 4](#) hereto.

- 3.4 The Employer represents to be, in respect to the agreed performance within the scope of the subject matter of the Work which includes construction, repairs and reconstruction of railway infrastructure (categorized under the classification of production CZ-CPA under the codes No. 41-43) on the territory of the Czech Republic, for which the payers in the country use to reverse charge regime under provisions of Section (§) 92a of the Act No. 235/2004 Coll., on value added tax, as amended later (hereinafter the "Act on value added tax"), a taxable person under provisions of Section (§) 5, paragraph 1 of the Act on value added tax, as it uses the received performance for its economic activity and therefore it is the person liable to declare and to pay the value added tax under provisions of Section (§) 92a, paragraph 1 of the Act on value added tax.
- 3.5 The Contractual Parties have agreed that if the Contractor becomes an unreliable payer in the sense of provisions of Section (§) 106a of the Act on value added tax or if the Contractor's tax document contains a bank account number to which the performance is to be made and the account number is not in the public register of reliable accounts, as kept by the tax administrator, then the Employer shall be entitled to pay VAT from the financial performance to the Contractor's tax administrator, as locally and materially competent.
- 3.6 The Contractor, in agreement with its tender, undertakes to complete and to hand over to the Employer the Work or individual parts thereof by the dates specified in the schedule indicated in [Appendix No. 5](#) hereto (hereinafter the "**Schedule of Works**"), which is structured by individual building objects, operating systems or other parts of the Work, while the followings dates shall be considered essential in the Schedule of Works:

**Beginning of construction works:** after the signing date after the Contract.

**Completion of construction works:** 4 months in total (the document that demonstrates that the Contractor has completed works on the Work and handed over to the Employer all performance relating to the Work, shall be the last Handover Protocol). The time period will remain valid also in the case that the Contractor will be entitled to an extension of the deadline for handover of the Work or a respective Part of the Work under the article 3.6.5 of the Commercial Terms.

**Handover of a summary document on the geodetic part of as-built documents:** within 3 months after the signing date of the last Handover Protocol.

**Handover of as-built documents of the construction in a permanent documentary form (printed):** within 3 months and in a digital form within 3 months after the signing of the last Handover Protocol.

- 3.7 Rights and obligations of the Contractual Parties shall be governed by this Contract and its Appendices. In case of any discrepancy between the text hereof and the text of its Appendices the text of this Contract shall prevail.

#### 4. GUARANTEES AND OTHER PROVISIONS

- 4.1 The guarantee for performance of the Work under the article 14 of the Commercial Terms shall amount to 3 % of the Price of the Work excl. VAT , as indicated in the article 3.3 hereof, i.e. "[TO BE ENTERED BY THE CONTRACTOR]" CZK.
- 4.2 A written covenant of the bank under the article 2.17 of the Commercial Terms is not required for the purposes hereof.
- 4.3 Amounts for Additional Closures under the article 3.15 of the Commercial Terms, which shall be paid by Contractor to the Employer under the conditions stated in the Commercial Term shall amount to:

Closure of line track contact lines	5.000.- CZK/ started hour
Closure of line track	10.000.- CZK/ started hour
Closure of two and more line tracks (interrupted traffic)	20.000.- CZK/ started hour
Closure of station tracks – traffic	5.000.- CZK/ started hour
Closure of other tracks	1.000.- CZK/ started hour

#### 5. PROBITY CLAUSE

- 5.1 When submitting the tender the Contractor represented that the tender had been elaborated in agreement with the principles of free competition, fair trade and Contractor's impartiality. If the impartiality ceases to exist in the course of performance of the Contract then the Contractor shall promptly inform the Employer accordingly.
- 5.2 The Contractor shall always act impartially and in agreement with the ethical code of its profession. The Contractor shall not make any public representations about the project or services without a previous approval from the Employer. The Contractor shall in no way commit the Employer without the latter's previous written approval to do so.
- 5.3 Throughout the Contract duration the Contractor and its employees undertake to respect human rights and they also agree to respect political, cultural and religious habits in the Czech Republic.
- 5.4 The Contractor shall not accept any other payment in connection with the Contract except the payment specified herein. The Contractor and its employees shall not perform any activity or accept any benefit which is not in conformity with their commitments to the Employer.
- 5.5 The Contractor and its employees shall keep the business secret throughout the Contract duration and also after its termination. Any reports and documents elaborated by or received by the Contractor shall be considered confidential.
- 5.6 The Contractor shall refrain from any relations which might cast doubt on its independence or independence of its employees. Provided the Contractor ceases to be independent then the Employer shall be entitled, regardless of the loss, to withdraw from the Contract and the Contractor shall not be entitled to any indemnity.

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- 5.7 If it turns out that the Contractor in the process of Public Contract awarding or performance of the Contract committed any illegal acts, such as corruption, fraudulent or coercive practices, then the Employer shall be entitled to withdraw from this Contract. For the purposes of this provision the terms of corruption, fraudulent or coercive practices shall include e.g. offering a bribe, present or remuneration or commission to any person in order to motivate a person, or on the contrary, to endanger or threaten a person with any damage, so that the person performs, or on the contrary refrains from performing of, any act which might influence the process of Public Contract awarding or performance of an already concluded contract.
- 5.8 Employer shall be entitled to withdraw from this Contract also in case of unusual business expenditures. Such unusual expenses may include commissions not indicated in the main contract or expenses not specified in a duly concluded contract, commissions transferred into tax heavens or commissions paid to a recipient whose identity is not clearly determined or commissions paid to a company demonstrating all signs of a dummy company.
- 5.9 The withdrawal from the Contract by the Employer under this article shall become effective once the notice of withdrawal is delivered to the Contractor. In all other respects the withdrawal shall be regulated similarly by provisions of the article 21 of the Commercial Terms.

## **6. INSPECTIONS AND AUDITS BY THE GRANT PROVIDER**

- 6.1 The Contractor shall make it possible for the Employer, the grant provider or other applicable institutions to verify implementation of the project by means of a review of documents and by inspection at the place of performance and, if necessary, by a comprehensive audit based on underlying documents to accounts, accounting documents and all other documents relating to funding of the project. The inspections may be performed within 10 years after the final payment is effected.
- 6.2 The Employer agrees to provide adequate access to representatives of the Employer, representative of the Swiss party represented by SECO (State Office for Economic Affairs) and SDC (Swiss Agency for Development and Cooperation), representatives of the Swiss Embassy in the Czech Republic, representatives of the grant provider, representatives of NKJ-MF (National Coordination Units of the Ministry of Finance), auditing entity or other applicable inspection authorities, to sites and locations where the Contract is performed, including its information systems, as well as access to documents and databases relating to the technical and financial management of the project and to make all steps to facilitate their work. The access will be provided to those representatives who are subject to a commitment of confidentiality in respect to third parties. The Contractor shall make sure that all documents are easily retrievable and deposited in a manner to facilitate the review.
- 6.3 The Contractor guarantees that the rights of the above-mentioned inspection authorities to perform audits, inspections and reviews shall be granted in the same scope, under the same conditions and under the same rules to any subcontractor or any other party benefiting from the funds granted hereunder.

## 7. FINAL PROVISIONS

- 7.1 The rights and obligations of the Contractual Parties hereunder shall be governed by the Commercial Code and other applicable legal regulations of the Czech law.
- 7.2 This Contract shall come into force and effect on the day it is signed by both the Contractual Parties.
- 7.3 This Contract shall be modified only based on a written agreement of the Contractual Parties which shall be in form of numbered amendments hereto, signed by each of the Contractual Parties or persons authorized to act on behalf of the Contractual Parties.
- 7.4 This Contract has been executed in Czech. Any correspondence between the Contractor and the Employer shall be conducted in Czech.
- 7.5 Any and all rights and obligations under this Contract shall pass, if not excluded by the nature of such rights and obligations, to legal successors of the Contractual Parties. Neither party shall be entitled to assign any of the rights or obligations hereunder or any part thereof to a third person without a previous written approval of the other Contractual Party.
- 7.6 The termination of this Contract shall in no way affect provisions hereof, as specified in its appendices, relating to licenses, guarantees, claims from liability for defects, claims from liability for damage and claims from contractual fines, as long as the claims arose before the Contract termination, provisions about protection of information or other provisions and claims, as long as their nature implies that they shall survive the termination hereof.
- 7.7 Provided that any provision hereof is found or becomes invalid or unenforceable, after the conclusion of this Contract then validity or enforceability of the other provisions hereof shall not be affected in any way, unless coercive provisions of legal regulations require otherwise. The Contractual Parties undertake, promptly on request of either party, to replace such an invalid or unenforceable provision with a valid and enforceable one, which will be as close as possible to the purpose of the invalid or unenforceable provision.
- 7.8 This Contract has been executed in "[TO BE ENTERED BY THE CONTRACTOR]" counterparts, while the Employer shall receive **three** counterparts and the Contractor shall receive "[TO BE ENTERED BY THE CONTRACTOR]" counterparts, the intermediary body shall receive **one** counterpart, the Ministry of Finance – National Coordination Unit – Central Financial and Contracting Unit (MF-NKJ-CFKU) shall receive **one** counterpart and the Swiss party shall also receive **one** counterpart.
- 7.9 By signing hereof the Contractor explicitly confirms to agree with publishing of this Contract on the Employer's website. The Contractor also agrees with publishing of the signed Contract if this is requested by the National Coordination Unit of the Swiss-Czech Cooperation Programme.
- 7.10 The Contractor and the Employer shall retain all documents relating to implementation of the concerned Public Contract and this Contract for at least 10 years after the completion of the project, i.e. until "[TO BE ENTERED BY THE EMPLOYER]" .
- 7.11 The Contractor shall mark the resulting outputs and reports with the text "Supported from the Swiss-Czech Cooperation Programme " and „Supported by a

grant from Switzerland through the Swiss Contribution to the enlarged European Union“.

7.12 The following appendices shall form an integral part hereof:

- [Appendix No. 1:](#) Commercial Terms
- [Appendix No. 2:](#) Technical Conditions
  - a) Technical quality conditions for constructions of national railway (TQC for Constructions),
  - b) General technical conditions for implementation of constructions and
  - c) Special technical conditions
- [Appendix No. 3:](#) Related documents
- [Appendix No. 4:](#) Price of the Work by building objects (SO) and operating systems ( PS)
- [Appendix No. 5:](#) Schedule of Works
- [Appendix No. 6:](#) Authorized persons
- [Appendix No. 7:](#) List of required insurance policies
- [Appendix No. 8:](#) List of subcontractors

**The Contractual Parties hereby represent that they have read this Contract and that they agree with its content and in witness whereof they have attached their respective signatures.**

In Prague, on

in \_\_\_\_\_ on \_\_\_\_\_.\_\_\_\_\_

.....  
Ing. Mojmír Nejezchleb  
Deputy to the Director general for modernization  
of railway  
Správa železniční dopravní cesty,  
státní organizace

.....  
"[Name-TO BE ENTERED BY THE CONTRACTOR]"  
"[Title - TO BE ENTERED BY THE CONTRACTOR]"



## **Appendix No. 1**

### **Commercial Terms**

## **Appendix No. 2**

### **Technical Conditions:**

**a) Technical qualitative conditions for construction projects of the state railway (TQC for Constructions),**

The technical qualitative conditions are not an integral part of the Contract. By the signing of this Contract the Contractual Parties confirm that they are fully familiar with the content of TQC for Constructions and that, in agreement with provisions of Section (§) 273, paragraph 1 of the Act No. 513/1991 Coll., Commercial Code, these **TQC for Constructions** form a part of the content of the Contract. TQC for Constructions shall be binding on the Contractor subject to application of valid regulations indicated in the respective chapter of the TQC for Constructions.

**b) General technical conditions for implementation of construction projects**

**c) Special technical conditions**

### **Appendix No. 3**

#### **Related documents**

- Approval protocol of preparatory documents for the project , Ref. No. 36035/2012-OI of 7 August 2012
- Public Contract on construction siting Ref. No. OSUUP/1683/11/So of 4 August 2011 (effective date on 12 August 2011);
- Design documents for the construction,
- Building permit Ref. No. DUCR-40729/11/Vb issued on 25 August 2011 (which came into legal force on 15 September 2011);

## **Appendix No. 4**

### **Price of the Work by building objects and operating systems**

- **Structuring the Price of the Work by building objects (SO) and operating systems (PS):**

*This Appendix to the Contract will include a Summary of the Price of the Work table, as submitted in the tender in agreement with the Employer's requirements in the article 14 of the Instructions for the Contractor.*

## **Appendix No. 5**

### **Schedule of Works**

*This Appendix to the Contract will include a graphic rendering of the works (Schedule of Works) submitted in the tender as part of Appendix No. 10 in agreement with article 10.1 of the Instructions for the Contractor.*

## Appendix No. 6

### Authorized persons

#### On behalf of the Employer:

- in contractual and commercial matters:

Name and Surname	"[TO BE ENTERED BY THE EMPLOYER]"
E-mail	"[TO BE ENTERED BY THE EMPLOYER]"
Telephone	"[TO BE ENTERED BY THE EMPLOYER]"
Fax	"[VLOŽÍ OBJEDNATEL]"

- in technical matters:

Name and Surname	"[TO BE ENTERED BY THE EMPLOYER]"
E-mail	"[TO BE ENTERED BY THE EMPLOYER]"
Telephone	"[TO BE ENTERED BY THE EMPLOYER]"
Fax	"[TO BE ENTERED BY THE EMPLOYER]"

- technical supervisor of the developer (TDS):

Name and Surname	"[TO BE ENTERED BY THE EMPLOYER]"
E-mail	"[TO BE ENTERED BY THE EMPLOYER]"
Telephone	"[TO BE ENTERED BY THE EMPLOYER]"
Fax	"[TO BE ENTERED BY THE EMPLOYER]"

- in geodetic matters:

Name and Surname	"[TO BE ENTERED BY THE EMPLOYER]"
E-mail	"[TO BE ENTERED BY THE EMPLOYER]"
Telephone	"[TO BE ENTERED BY THE EMPLOYER]"
Fax	"[TO BE ENTERED BY THE EMPLOYER]"

- OHS coordinator on the site:

Name and Surname	"[TO BE ENTERED BY THE EMPLOYER]"
Address	"[TO BE ENTERED BY THE EMPLOYER]"
E-mail	"[TO BE ENTERED BY THE EMPLOYER]"
Telephone	"[TO BE ENTERED BY THE EMPLOYER]"
Fax	"[TO BE ENTERED BY THE EMPLOYER]"

**On behalf of the Contractor:**

- in contractual and commercial matters:

Name and Surname	"[TO BE ENTERED BY THE CONTRACTOR]"
Address	"[TO BE ENTERED BY THE CONTRACTOR]"
E-mail	"[TO BE ENTERED BY THE CONTRACTOR]"
Telephone	"[TO BE ENTERED BY THE CONTRACTOR]"
Fax	"[TO BE ENTERED BY THE CONTRACTOR]"

- in technical matters:

Name and Surname	"[TO BE ENTERED BY THE CONTRACTOR]"
Address	"[TO BE ENTERED BY THE CONTRACTOR]"
E-mail	"[TO BE ENTERED BY THE CONTRACTOR]"
Telephone	"[TO BE ENTERED BY THE CONTRACTOR]"
Fax	"[TO BE ENTERED BY THE CONTRACTOR]"

- site manager:

Name and Surname	"[TO BE ENTERED BY THE CONTRACTOR]"
Address	"[TO BE ENTERED BY THE CONTRACTOR]"
E-mail	"[TO BE ENTERED BY THE CONTRACTOR]"
Telephone	"[TO BE ENTERED BY THE CONTRACTOR]"
Fax	"[TO BE ENTERED BY THE CONTRACTOR]"

- deputy site manager:

Name and Surname	"[TO BE ENTERED BY THE CONTRACTOR]"
Address	"[TO BE ENTERED BY THE CONTRACTOR]"
E-mail	"[TO BE ENTERED BY THE CONTRACTOR]"
Telephone	"[TO BE ENTERED BY THE CONTRACTOR]"
Fax	"[TO BE ENTERED BY THE CONTRACTOR]"

- specialist (manager of works) on the superstructure and substructure:

Name and Surname	"[TO BE ENTERED BY THE CONTRACTOR]"
Address	"[TO BE ENTERED BY THE CONTRACTOR]"
E-mail	"[TO BE ENTERED BY THE CONTRACTOR]"
Telephone	"[TO BE ENTERED BY THE CONTRACTOR]"
Fax	"[TO BE ENTERED BY THE CONTRACTOR]"

- specialist (manager of works) for civil engineering:

Name and Surname	"[TO BE ENTERED BY THE CONTRACTOR]"
Address	"[TO BE ENTERED BY THE CONTRACTOR]"
E-mail	"[TO BE ENTERED BY THE CONTRACTOR]"
Telephone	"[TO BE ENTERED BY THE CONTRACTOR]"
Fax	"[TO BE ENTERED BY THE CONTRACTOR]"

- specialist (manager of works) for communication and safety devices:

Name and Surname	"[TO BE ENTERED BY THE CONTRACTOR]"
Address	"[TO BE ENTERED BY THE CONTRACTOR]"
E-mail	"[TO BE ENTERED BY THE CONTRACTOR]"
Telephone	"[TO BE ENTERED BY THE CONTRACTOR]"
Fax	"[TO BE ENTERED BY THE CONTRACTOR]"

- person responsible for quality inspection:

Name and Surname	"[TO BE ENTERED BY THE CONTRACTOR]"
Address	"[TO BE ENTERED BY THE CONTRACTOR]"
E-mail	"[TO BE ENTERED BY THE CONTRACTOR]"
Telephone	"[TO BE ENTERED BY THE CONTRACTOR]"
Fax	"[TO BE ENTERED BY THE CONTRACTOR]"

- person responsible for OHS:

Name and Surname	"[TO BE ENTERED BY THE CONTRACTOR]"
Address	"[TO BE ENTERED BY THE CONTRACTOR]"
E-mail	"[TO BE ENTERED BY THE CONTRACTOR]"
Telephone	"[TO BE ENTERED BY THE CONTRACTOR]"
Fax	"[TO BE ENTERED BY THE CONTRACTOR]"

- person responsible for environmental protection:

Name and Surname	"[TO BE ENTERED BY THE CONTRACTOR]"
Address	"[TO BE ENTERED BY THE CONTRACTOR]"
E-mail	"[TO BE ENTERED BY THE CONTRACTOR]"
Telephone	"[TO BE ENTERED BY THE CONTRACTOR]"
Fax	"[TO BE ENTERED BY THE CONTRACTOR]"

- person responsible for waste management:



Name and Surname	"[TO BE ENTERED BY THE CONTRACTOR]"
Address	"[TO BE ENTERED BY THE CONTRACTOR]"
E-mail	"[TO BE ENTERED BY THE CONTRACTOR]"
Telephone	"[TO BE ENTERED BY THE CONTRACTOR]"
Fax	"[TO BE ENTERED BY THE CONTRACTOR]"

- officially authorized surveyor engineer

Name and Surname	"[TO BE ENTERED BY THE CONTRACTOR]"
Address	"[TO BE ENTERED BY THE CONTRACTOR]"
E-mail	"[TO BE ENTERED BY THE CONTRACTOR]"
Telephone	"[TO BE ENTERED BY THE CONTRACTOR]"
Fax	"[TO BE ENTERED BY THE CONTRACTOR]"

Persons authorized to act in contractual and commercial matters shall be within this Contract authorized to conduct negotiations of business and contractual nature with the other party.

Persons authorized to act in technical and implementation matters shall be within this Contract authorized to conduct negotiations of technical nature. Further, they shall be authorized to perform activities and transaction specified herein.

## Appendix No. 7

### List of required insurance policies

- In agreement with the Contract, the Employer requires the Contractor to prove that the latter has obtained the following insurance policies:

TYPE OF INSURANCE	MINIMUM INDEMNITY
Insurance of the Work at least against damage or destruction by fire, explosion, lightning and airplane crash or fall, floods, inundation, wind storm, hail, landslide, rock or earth collapse, avalanche, fall of trees, poles or other items, earthquake, weight of snow and ice formation, water flowing from a water supply system and also theft or willful damage of the building parts, including insurance of construction and installation activities.	<i>The amount to be entered here as the minimum indemnity shall be the price for the Work excluding VAT which shall be indicated by the tenderer into the binding draft of the Contract submitted in the tender.</i>
Liability insurance for damage caused to third persons by the Contractor while performing its business activities	10 000 000.- CZK

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**Appendix No. 8**

**List of subcontractors**

IDENTIFICATION OF THE SUBCONTRACTOR (Trade name, address and Company Registration Number)	MATERIAL SCOPE OF THE SUBCONTRACT	SUBCONTRACT VALUE IN % OF THE TOTAL PRICE OF THE WORK
TOTAL %		