



**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 III**

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

Represented by: Mojmír Nejezchleb, Deputy to the Director General for railway modernization,  
based on the authorization No. 1616 of 12 July 2013

Correspondence address:

Správa železniční dopravní cesty, státní organizace

Stavební správa východ, Olomouc, Nerudova 1, 772 58

(hereinafter referred to as the “**Employer**”)

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

ISPROFIN: 5723520023

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 referred to as the **"Contractor"**)

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

have concluded today this Contract (hereinafter referred to as the **"Contract"**) in accordance with  
provisions of Section (§) 536 of the Act No. 513/1991 Coll., Commercial Code, as amended later  
(hereinafter referred to as 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 meaning given in the Commercial Terms that form the Appendix No. 1 hereto (hereinafter the "**Commercial Terms**").
- 1.6 At the time of concluding this Contract, at the Employer's place there is being implemented the system for the control and monitoring of constructions in the open data format XML.
  - 1.6.1 The client sends the contractor an updated list of works within 7 days after the conclusion of the agreement. The list shall be in the open XML data format. The list's data structure must comply with the data instruction XC4 (see [www.xc4.cz](http://www.xc4.cz)). The contractor agrees to send the client a valued list of works within 14 days of receipt of the list of works. The valued list must comply with the contractor's offer (in paper form) and be in the open XML data format. The contractor may also fill in the XML list of works in the module for bid price valuation which is accessible on the secure server <https://www.xc4.cz/oceneni/>. The contractor is responsible for the content match of physical and electronic forms of the valued list of works.
  - 1.6.2 The Contractor commits to hand over to the Employer the following configurations in the open data format XML (see data regulation XC4, ):
    - Invoice,
    - Summary of invoicing,
    - List of identification reports,
    - Identification reports.

## 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 III**" (hereinafter the "**Public Contract**") under the Act No. 137/2006 Coll., on Public Contracts, as amended later (hereinafter referred to as the "**Act on Public Contracts or APC**"). Based on the public tender the Contractor's tender was selected as the most suitable one.
- 2.2 The purpose of this Contract is the implementation of the subject matter of the Public Contract in accordance with the tender documentation of the Public Contract (hereinafter referred to as the "**Tender Documentation**") and the 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 accordance with the Tender Documentation 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 the interpretation hereof the provisions of this Contract shall be interpreted so that the purpose of the Public Contract as specified in the Tender Documentation 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 Tender Documentation or the Contractor's Tender,
- 2.3.3 The Contractor shall be bound by its Tender submitted to the Employer in the procurement 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 accordance herewith and to elaborate all applicable documents relating to the construction project implemented hereunder, (hereinafter referred to as the "**Work**").
- 3.2 The Employer undertakes to provide to the Contractor all assistance necessary for the 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 for Work, while the maximum Price of the Work rounded to two decimal numbers shall be:

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.

By entering into this agreement the contractor acknowledges and agrees that, until the client and the grant provider conclude an amendment to the agreement on the project the subject of which will be provision of funds for performance of construction works on the activity No. 5 - reconstruction of track No. 2b from the end of the switch No. 12 to the end of the reconstruction of track No. 2 at km 115.866 (after the end of the new switch No. 8) within SO 01-16-01\_3: Railway substructure and SO 01-17-01\_3: Railway superstructure, the contractor will not invoice the relevant part of the price of work for the specified construction works. If the addendum to the Project Agreement is not concluded by the end of the deadline set for the completion of construction works, the relevant part of the price of work for the specified works will be included in the final invoice for construction works.

The contractor agrees to comply with the invoice sub-division requirements set out by guidelines of the Swiss-Czech cooperation. The requirements are publicly available on the website <http://www.swiss-contribution.cz/cs/zakladni-informace/metodicke-dokumenty>.

- 3.4 The Contractual Parties have agreed that the Contractor shall assume the risk of the change in the circumstances within the meaning of Section (§) 1765 article 2 and Section (§) 2620 article 2 of the Civil Code. It means that the Contractor shall not have any right to claim on the Employer the resumption of negotiations on the Contract or the increase in the Price of the Work or the cancellation of the Contract when the circumstances change.

- 3.5 The Employer represents to be, in respect to the agreed performance within the scope of the subject matter of the Work which includes the 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.
- 3.6 The Contractual Parties have agreed that if the Contractor becomes an unreliable payer in within the meaning 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.
- 3.7 The Contractor, in accordance 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:** the day of the Construction site handover under Sec. 4.1 of Annex No. 2 b) to the Agreement.

**The total period of performing the Work** is 6 months in total from the beginning of construction works (the document demonstrating that the Contractor has completed the entire Work shall be the Handover Protocol according to article 10.4 of Commercial Terms).

**Completion of construction works:** 3 months in total from the day of the beginning of construction works (the document demonstrating that the Contractor has completed works on the Work and handed over to the Employer all performance relating to this part of the Work, shall be the Record of Handover and Takeover of the Work).

Handing over of the Safety Certificate elaborated by an independent appraiser according to the Procedural Regulation of the Commission (EU) No. 402/2013 of 30 April 2013 on Common Safety Method for Risk Assessment and Repealing Regulation (EC) No. 352/2009, handing over of the summary elaboration of the geodetic part of documentation of the actual performance of the construction and complete technical part of documentation of the actual performance of the construction shall be executed within 3 **months** at the latest after the signature of the last Record of Handover and Takeover of the Work.

The dates given in articles 6.3.5 and 8.3.3 of the General Technical Conditions for the Implementation and the dates given in articles 2.10 and 2.11 of the Commercial Terms shall not be used in case of this Contract.

- 3.8 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.
- 3.9 The provision of Section (§) 2605 paragraph 1 and the provisions of Section (§) 2628 of the Civil Code shall not be applied. The Work has been completed if finished duly and in a timely manner and taken over by the Employer by the agreed manner.
- 3.10 The place of the performance is determined by the place in which the Work shall be placed according to the Project and the relevant permissions of public-law institutions.

#### 4. GUARANTEES AND OTHER PROVISIONS

- 4.1 The guarantee for the 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 the Contractor to the Employer under the conditions stated in the Commercial Term shall amount to:

Closure of line track traction 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 accordance 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 accordance 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.

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- 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.
- 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 The 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 the 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 the project funding. The inspections may be performed within 10 years after the final payment is effected.
- 6.2 The Employer agrees to provide the adequate access to representatives of the Employer, representatives 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 the 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 By signing hereof the Contractual Parties shall exclude that during legal relations between the Contractual Parties the trade customs are taken into consideration which shall not take priority over the provisions of the Act according to the provision of Section (§) 558 paragraph 2 of the Civil Code.
- 7.5 The Contractual Parties have agreed that the possible repair of the lack of legal negotiations form is excluded and that the invalidity of legal negotiation for which the Contractual Parties agreed on the written form shall be objected at any time. It means that the provision of Section (§) 582 paragraph 1 the first sentence and paragraph 2 of the Civil Code do not apply to the Contractual Parties.
- 7.6 No acts or negotiations on the part of the Employer shall be considered the promise of concluding the Contract or the amendment to it. In accordance with the provision of Section (§) 1740 paragraph 3 of the Civil Code the Employer shall not admit the acceptance of the draft Contract with the amendment or deviation on which the other Contractual Party agrees by signing the Contract.
- 7.7 This Contract has been executed in Czech. Any correspondence between the Contractor and the Employer shall be conducted in Czech.
- 7.8 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.
- 7.9 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 the protection of information or other provisions and claims, as long as their nature implies that they shall survive the termination hereof.

- 7.10 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.
- 7.11 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.
- 7.12 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.
- 7.13 The Contractor and the Employer shall keep all documentation relating to the implementation of the concerned Public Contract and this Contract for at least 10 years after the completion of the project.
- 7.14 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“.
- 7.15 The following appendices shall form an integral part hereof:

- [Appendix No. 1:](#) Commercial Terms OP/R/11/16
- [Appendix No. 2:](#) Technical Conditions
- a) Technical Quality Conditions for Constructions of National Railway (TQC for Constructions),
- b) General Technical Conditions for the Implementation of Constructions VTP/R/06/15 and
- c) Special Technical Conditions
- [Appendix No. 3:](#) Related Documents
- [Appendix No. 4:](#) Breakdown of Price of the Work
- [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 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**  
OP/R/11/16

## **Appendix No. 2**

### **Technical Conditions:**

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

The technical qualitative conditions (TQC for Constructions) are not an integral part of the Contract and are available on <http://typdok.tudc.cz>. By signing this Contract the Contractual Parties confirm that they are fully familiar with the content of TQC for Constructions and that, in accordance with provisions of Section (§) 1751 of the Civil Code these TQC for Constructions form a part of the content of the Contract. TQC for Constructions shall be binding on the Contractor with the application of valid regulations indicated in the respective chapter of the TQC for Constructions.

**b) General technical conditions for the implementation of construction projects VTP/R/06/15**

**c) Special technical conditions**

### **Appendix No. 3**

#### **Related Documents**

- Public Contract on construction siting Ref. No. OSÚ/1405/15/Voz of 8 December 2015 (effective date on 31 December 2015);
- Construction Project prepared by MORAVIA CONSULT Olomouc a.s., ID No. 646 10 357, with it registered office at Legionářská 1085/8, 779 00 Olomouc, under custom No. 15-119-233-PS in February 2016
- Building Permit Ref. No. DUCR-21766/16/Vb of 11 April 2016 (effective date on 6 May 2016)

## **Appendix No. 4**

### **Breakdown of Price of the Work**

- **The itemization of the Price of the Work according to building objects (SO) and operating systems (PS):**

*This Appendix to the Contract shall include the Breakdown of the Price of the Work table, as submitted in the tender in accordance 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 works progress (Schedule of Works) submitted in the tender in accordance 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	"[TO BE ENTERED BY THE EMPLOYER]"

- 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]"

- Engineering 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 to 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) in 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) in 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]"

- Specialist (Manager of Works) in high current:

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]"

- 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 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]"

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

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

## Appendix No. 7

### List of Required Insurance Policies

- In accordance 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 the 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 in 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

Page 1 (of 1)