

Works Contract

concluded in accordance with § 2586 et seq. of the Act No. 89/2012 Coll., Civil Code,
as amended (hereinafter referred to as the “Act”)

Contracting Authority's Contract No.:

1. Contracting Parties

1.1. Contracting Authority

Address:

Represented by:

Entitled to the Contract signature:

Authorized representative in terms of:

a) Technical specifications:

BÍLOVECKÁ NEMOCNICE, A.S.

17. listopadu 538, 743 01 Bílovec

Ing. Kamil Mašík and MUDr. Dagmar Palasová

Ing. Kamil Mašík and MUDr. Dagmar Palasová

Jiří Chrástek, Technical Operation Deputy

Company Identification No.:

26865858

Tax Identification No.:

CZ6865858

E-mail:

Account No., Bank connection:

Incorporated in the Companies Register:

(hereinafter referred to as the “Contracting Authority” as the Contracting Party)

and

1.2. Contractor

With the registered office at:

Represented by: *(in case of legal entity: fill in statutory body, name, surname, position)*

Entitled to execute the Contract on the basis of from (date). : *(fill in in case of legal entity, if statutory body does not execute the Contract or in case of natural person if represented e.g. on the basis of power of attorney) (fill in name, surname and position)*

Authorized representative in terms of technical specifications:

Company Identification No.:

Tax Identification No.:

Bank connection:

Account No.:

E-mail:

Incorporated in the Companies Register:

(hereinafter referred to as the “Contractor” as the other Contracting Party)

2. Fundamental Provisions

The Contracting Parties declare that the data stated herein and their business licenses are in accordance with the reality at the time of concluding this Contract. The Contracting Parties undertake to notify changes of

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the given data immediately to the other Contracting Party. The Contracting Parties declare that the persons signing the Contract are authorized to do so.

2.2. The Contractor declares that it is professionally qualified to provide the subject of fulfilment in accordance herewith.

2.3. The representatives of the Contracting Authority:

- Building Developer Supervisor:
- Inspection:
- Occupational Health and Safety Coordinator:

2.4. The representatives of the Contractor:

- Authorized to manage construction works, coordinate subcontractors and solve all issues related to works implementation (hereinafter as the Construction Manager): *to be completed by the Contractor in accordance with the Qualification Documentation*

The Construction Manager may be possibly replaced only after a written consent of the Contracting Authority and only under the condition that the newly nominated Construction Manager meets the original qualification criteria for this position, i.e. Authorized engineer or technician in the field of building construction with minimum 5 years of practical experience in building construction.

2.5. The representatives of the Contracting Authority and the Contractor shall represent the Contracting Authority and the Contractor in particular within the following:

- technical solutions
- confirmation of the list of implemented works and approval of tax document
- confirmation of the works handover and takeover protocol
- inspection of covered parts and performance of prescribed tests, etc.

2.6. The Contracting Parties have agreed that construction inspection may not be performed by the Contractor nor any other person related to it. Violation of this obligation is considered a material breach hereof and the Contracting Authority may withdraw here from.

2.7. The Contractor declares that within procurement procedure conducted in accordance with the Act No. 137/2006 Coll., on Public Contracts, as amended (hereinafter referred to as the “Act on Public Contracts”), it stated all and any information in offer and documents which reflect reality and affected or may have affected the result of the procurement procedure. Violation of this obligation is considered a serious breach hereof and the Contracting Authority may withdraw here from.

3. Contract subject

3.1. The subject hereof is implementation of works – construction
“MODERNIZATION OF PREMISES TO IMPROVE CARE FOR LONG



STAY PATIENTS IN BÍLOVECKÁ NEMOCNICE, A.S.” (hereinafter as the “Construction” or “Works”),

- in accordance with the Project Documentation elaborated by on under the No. (hereinafter as the “Project Documentation”),
- in accordance with the Annex No. 1 Itemized Budget hereto
- elaboration of documentation of actual construction and
- geodetic survey of works.

3.2. The Contracting Parties declare that the subject hereof is not impossible to fulfil and they execute the Contract after careful consideration of all possible consequences.

3.3. The Contractor hereby undertakes to perform in its name, on its own expenses and in its risk the Works specified in the Article 3.1. and 3.4. hereof.

3.4. Implementing the Construction is understood as a full, functional and faultless implementation of all construction and assembly works, structures, material supplies, technical and technological equipment, including all activities related to fulfilling the subject hereof and necessary for putting the Works subject into use. In particular, this includes:

- a) provision of essential measures that are necessary to prevent damage to all utility lines during the construction
- b) provision of all essential research studies necessary to duly implement and finish the Works in relation to results of the research studies presented by the Contracting Authority
- c) provision of all organization and construction technological measures to duly perform the Works
- d) all and any works, supplies and services related to the safety measures for protection of people and property (in particular pedestrians and vehicles in the construction location)
- e) implementation of measures to temporarily protect trees that are to be preserved, structures and constructions, measures to protect and secure tools and material on the site
- f) elaboration of workshop and production documentation necessary for construction implementation
- g) security service for construction and site, provision of occupational health and safety at works and protecting the environment
- h) discussion and provision of possible special use of roads and public areas including payment of assessed charges and rent
- i) provision of traffic signs to traffic restrictions, their maintenance and relocation and subsequent removal
- j) provision and implementation of all prescribed or agreed tests and revisions related to the Works including provision of protocols



- k) provision of attests and documents of required product features (declaration of conformity)
 - l) provision and removal of construction equipment including connection to utility lines
 - m) collection, storage and disposal of waste in accordance with relevant legal regulations
 - n) reconstitution of all areas affected by the Construction (roads, sidewalks, greenery, ditches, culverts, et.)
 - o) notification of Construction initiation in accordance with legitimate decisions and statements e.g. to utility lines authorities, etc.
 - p) securing conditions set by utility lines authorities
 - q) provision and fulfilment of conditions arising from territorial decision, building permit or other documents
 - r) provision of winter equipment, lighting equipment if necessary
 - s) coordination and completion of the entire building construction
 - t) tidy daily the construction area, concurrent cleaning of communications and damages on communications
 - u) fencing or any other appropriate security including visible billboard sign of the construction in accordance with the methodical instructions if the grant provider and all the costs of the fencing, security and signs shall be included in the Works price.
- 3.5. Documentation of actual implementation shall be made in accordance with the following principles:
- a) all changes which have been made in the course of the construction shall be visibly marked in the Project Documentation approved by the Building Office.
 - b) components that have not been changed shall be marked by the sign “No Changes”
 - c) each (printed) design in documentation of the actual construction implementation shall be provided with name and surname of processor of Project Documentation regarding actual construction implementation, his / her signature, date and the Contractor’s stamp
 - d) designs including changes against Project Documentation which have been approved by the Building Office shall be provided with references to documents from which negotiation of a change with the Contractor’s responsible person and his / her approval shall arise or to a document by which a change has been approved by the relevant Building Office or any other authority acting on its behalf.
- 3.6. The documentation of the actual works implementation shall be handed over to the Contracting Authority at the latest on the day of takeover in three printed counterparts and one digitalized counterpart on a CD/ DVD.
- 3.7. The geodetic survey of the actual construction implementation shall be performed and certified by relevant surveying engineer and shall be handed over to the Contracting Authority in 3 printed and 1 digitalized (CD/DVD) counterparts.



- 3.8. The Contractor is obliged to provide the geodetic survey of the actual construction implementation in the given extent including survey of greenery and other objects located on the affected properties. The Contractor is further obliged to elaborate geometric plan in cases when the implemented construction requires necessary records in the Land Register in accordance with legal regulations.
- 3.9. In case of doubts, the Works subject is all and any works and supplies included in the Project Documentation without regard to the fact whether they are given in text or design part.
- 3.10. In case that the Contracting Authority shall order extra works to the Contractor in the rules of procedure without publication in accordance with § 23(7) of the Act No. 137/2006 Coll., on Public Contracts as amended, the Contractor is entitled to perform these only in case that the extra works is in accordance with the Act.
- 3.11. The Contracting Authority reserves a right to limit or reduce the Contract subject by works and supplies included in the documentation. Works and supplies that are included in the documentation and the Contracting Authority does not require their implementation are called cancelled works.
- 3.12. If any changes, supplements or extensions of the Contract subject, arising from the conditions within Construction implementation, are made in the course of the construction pursuant to the Contractor's expertise or on the basis of Contracting Authority's request, the Contracting Authority is obliged to provide a list of these changes, supplements or extensions including explanatory memorandum. The Contractor is obliged to evaluate the list in accordance with the procedure agreed herein and present the list with the explanatory memorandum (change sheet) in print and 1 digitalized form on a CD/DVD to the Contracting Authority for approval. After the Contracting Authority's approval, a written Addendum hereto shall be concluded between the Contracting Parties. Only after it is executed is the Contractor entitled to changes implementation and payment.
- 3.13. The Contracting Authority is entitled to complete, change or extend the Contract subject with other works or supplies necessary for the Construction implementation, if it is not a significant change hereof pursuant to the provisions of the § 82(7) of the Act on Public Contracts. In that case the Contractor undertakes to provide and perform these works and supplies for a payment, if the Contractor is entitled to perform these works on the basis of results of selection procedure in accordance with relevant legal regulations on public contracts.
- 3.14. The Contracting Authority is entitled, even in the course of works implementation, to require material alterations against previously designed and agreed materials in such a way that the quality and price remain the same in order not to increase the total sum of the contractual fulfilment arising here from. The Contractor undertakes to accept the Contracting Authority's requirements.
- 3.15. The Contractor confirms that it has fully familiarized itself with the extent, content and character of the Works, properly inspected the Project Documentation which it has taken over, i.e. textual part, works description, design part, statement and



standpoints of authorities, organizations, owners and utility lines authorities and the bill of quantities as of the execution day hereof. All unclear implementation conditions have been clarified with the author of Project Documentation, Contracting Authority and by a visit to the location. The Contractor further confirms that it is aware of all and any technical, qualitative, delivery, local conditions at the Construction or any other conditions necessary for implementing the Works and that it possesses such expert capacities and knowledge which are essential for Works implementation. All and any requests on the Contracting Authority have been incorporated hereinto including all and any possible risks arising from the implementation of the Construction.

- 3.16. The Contractor also confirms that it is fully familiarized with other conditions of fulfilment of its obligations hereunder which arise here from here but are not explicitly stated herein.
- 3.17. The Contractor confirms it has been acquainted with all documentation, it has taken over this documentation from the Contracting Authority, it has checked the documentation and therefore shall not apply for any no costs on the the grounds of different quantities.
- 3.18. The Contractor shall ensure in the course of the Works implementation full cooperation of all its representatives with the representatives of the Project Designer, Contracting Authority, prospective operator, owners and utility lines authorities, or as the case maybe with other participants of the land and construction operation and owners of the neighbouring real estate.
- 3.19. The Contracting Authority undertakes to take over the Works or a part thereof free from defects and arrears of works by concluding this Contract and to pay the Price agreed hereby to the Contractor under the conditions hereof.
- 3.20. The Contractor is obliged to implement the Works in its own name, on its own responsibility, at its own expense and risk.
- 3.21. The Contractor is obliged to observe the subcontractor scheme presented in the offer within the framework of the selection procedure carried out in accordance with the Act on Public Contracts which is the Annex hereto and an integral part hereof (Annex No. 2). If the Contractor is willing to use other subcontractor for Construction implementation which is not included in the Annex No. 2 hereto, it is obliged to inform the Contracting Authority of this change in writing for Contracting Authority's approval at least 5 days before the subcontractor begins working on the Construction. A Contract Addendum hereto shall be concluded between the Contracting Parties to document this fact. If the Contracting Authority disagrees with the different subcontractor, the Contractor is not authorized to allow the subcontractor to initiate works.
- 3.22. The condition for a change of a subcontractor, through which the Contractor proved his qualification in the procurement procedure, is fulfilment of these qualifications which were used in the selection procedure by the Contractor to prove meeting



qualification requirements through a subcontractor specified in the Annex No. 2 hereto.

If the Contractor proved qualification in accordance with the § 56(3) c) of the Act No. 137/2006 Coll., on Public Contracts, as amended (hereinafter as the Act on Public Contracts), in its offer through a subcontractor that shall be changed, the newly proposed subcontractor shall be an authorized engineer or technician in the field of building construction with minimum 5 years of experience in this field. This fact shall be proved to the Contracting Authority by presenting a statutory declaration of the authorized person (the Construction Manager) and by presenting a simple copy of the certificate of authorization.

If the Contractor proved qualification in accordance with the § 56(3)a) of the Act on Public Contracts in its offer through a subcontractor that shall be changed, in case of the newly proposed subcontractor, the Contractor shall present a list of construction works implemented by this subcontractor in the last 5 years and certifications of Contracting Authority of due fulfilment of these construction works at least in the same extent (number of implemented construction works tasks) in which qualification through the “original” subcontractor was proved in the Contractor’s offer. The subject of the implemented construction works shall be building construction or reconstruction. Minimum financial volume of an individual referential order is CZK 17,000,000.00 without VAT.

The Contractor is further obliged to present:

- a) documents proving fulfilment of the basic qualification requirement in accordance with § 53, paragraph 1 j) of the Act on Public Contracts and professional qualification requirement in accordance with § 54 a) of the Act on Public Contracts by a subcontractor,
- b) a contract concluded with a subcontractor, out of which the subcontractor’s commitment to provide fulfilment designed to fulfil Public Contract by the Contractor or to provide things or rights which the Contractor shall be authorized to dispose of within the framework of fulfilling the Public Contract shall arise.

3.23. The Contractor is obliged to observe all and any requirements stated in the standpoints of the given authorities within implementing the Construction. Further, it is obliged to comply with the requests of the owners of the public transport and technical infrastructure for existence of their equipment listed in the standpoints and Contracts which the investor has concluded or shall conclude within the framework of the Construction.

3.24. The Contractor acknowledges that the Construction shall be co-financed from the programme of Swiss – Czech Co-operation, register subproject No. CH.10/1/007. Project name: **“MODERNIZATION OF PREMISES TO IMPROVE CARE FOR LONG STAY PATIENTS IN BÍLOVECKÁ NEMOCNICE, A.S.”** The **Contracting Parties have agreed that the Contracting Authority is entitled to**

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withdraw here from, if the grant provider decides not to provide grant to the Contracting Authority for the Works (Construction) or the grant shall be of lower amount than the Contracting Authority requested. The Contracting Parties have agreed that if the Contracting Authority withdraws here from in accordance with this Article, the Contractor shall waive the right to compensation.

The Contracting Authority shall immediately inform the Contractor about this fact and ask to stop working. The Contractor is entitled to settlement of the hitherto performed works.

4. Works ownership and risk of damage

- 4.1. The owner of the implemented Works subject is the Contracting Authority.
- 4.2. The owner of the building equipment, including the machines, mechanisms and other items necessary for implementing the Works, is the Contractor who bears the risks of damage to the equipment.
- 4.3. All and any expenses incurred from damage elimination shall be paid by the Contractor and these expenses do not influence the agreed Price.
- 4.4. Damage on the Works means loss, destruction, damage or deterioration of an item regardless of the cause.
- 4.5. The risk of damage to the Works shall be borne by the Contractor from the beginning until the day of handover and takeover of the entire Works by the Contractor and the Contracting Authority.
- 4.6. If the Contractor's activity causes damage to the Contracting Authority or a third party due to failure, neglect or failure to comply with the conditions arising from the law, technical and other standards or arising here from, the Contractor is obliged to eliminate the damage without undue delay and if this is not possible, to financially settle the damage. All and any related expenses shall be borne by the Contractor.
- 4.7. The Contractor is also responsible for damage to the Works caused by persons implementing the Works for the Contractor.
- 4.8 The Contractor is also responsible for damage caused by circumstances that originated from nature of machines, devices or other items which the Contractor used or intended to use to implement the Works.

5. Period and place of fulfilment

- 5.1. The Contracting Authority shall place the site at the disposal within 15 days from signature day hereof by delivering a written notice to the Contractor. The Contractor is obliged to accept the site disposal if the Contracting Parties have not



- agreed otherwise. A record shall be made to document the takeover of the site by the Contractor in which the takeover shall be confirmed by the Contractor.
- 5.2. The Contractor is obliged to start working on Works subject implementation at the latest within 3 working days from the day when the site was placed at the disposal procedurally and duly continue with it.
- 5.3. If the Contractor does not start working on the Works even in the period of 7 working days from the day when it should have started to implement the Works, the Contracting Authority is entitled to withdraw from the concluded Contract.
- 5.4. The Contractor is obliged to perform the Works **in the period of 480 days** from the day of procedural siteplacing at the disposal of site, while the deadline for finishing construction works is set to 470 days and the deadline for handover and takeover is set to 10 days. Implementation of the Works is understood as due completion and handover of the Works to the Contracting Authority. Due completion of the Works means that the Works is free from defects and arrears of works.
- 5.5. The deadline for implementing the Works in accordance with the Article 5.4. is bound by the obligation of the Contracting Authority to place the site at the disposal to the Contractor. If the site is not placed at disposal by the Contracting Authority, the Contractor may not demand fulfilment arising here from and the Contracting Authority may not demand the fulfilment of the deadline for Works completion.
- 5.6. The deadlines start on the day when the site is handed over, if the Contracting Parties have not agreed otherwise. **The Contractor is obliged to implement the Works in the set order. First, a complete implementation of the construction works and supplies in the building B in the building complex of Bílovecká nemocnice, a.s., shall occur in the extent in accordance with the Project Documentation and Itemized Budget in the period of maximum 120 days from the day when the site was procedurally handed over. Construction works and supplies in the building C in the building complex of Bílovecká nemocnice, a.s., in the extent of the Project Documentation and Itemized Budget shall be initiated after due procedural handover of construction works and supplies in the building B in the building complex of Bílovecká nemocnice, a.s.**
- 5.7. The Contractor may finish working on the Works even before the agreed deadline for Works implementation and the Contracting Authority is obliged to take over and pay for the prematurely finished Works.
- 5.8. The Contracting Authority reserves the right to change – postpone the date of initiation of Works subject implementation. The change – postponing of the deadline for the works initiation has no influence on the change of the period for implementing the Works in accordance herewith, i.e. the period for implementing the Works does not change and the agreed period in the Article 5.4. remains the same.



- 5.9. In the event the Contracting Authority requests, the Contractor shall stop working on the Works. The deadlines stated herein and referring to implementing Works shall be postponed for this period.
- 5.10. If this interruption exceeds the period of three months, the Contracting Authority is obliged to settle the performed works to the Contractor. Before commencing additional works, the Contracting Authority and the Contractor shall make a record in which they shall evaluate the actual technical state of the structures and works and they shall determine the extent of necessary alterations.
- 5.11. Postponement of the deadline for implementing works may occur only in case of such climatic conditions which by their nature prevent implementing works and observing the technological procedures for the time during which the adverse climatic conditions shall last. The Contractor shall make a record of the adverse climatic conditions in the Work Register where it shall indicate the character of the climatic conditions and works that were not performed due to the climatic conditions. The Contracting Authority shall state if it agrees with non-implementation of works due to adverse climatic conditions by a record in the Work Register. In case of the Contracting Authority's agreement with non-implementation of the Works, the deadline for works performance in the Article 5.4. shall be postponed for the time during which the Contractor is not able to perform works due to adverse climatic conditions.
- 5.12. The Contractor shall fulfil its obligation to complete the Works by due completion and handover of the Works to the Contracting Authority free from defects or arrears of works. The Contracting Authority and the Contractor are obliged to make a record of the handover and takeover. The Contracting Authority shall declare if it accepts or does not accept the Works at the end of the record and why.
- 5.13. The Contractor is obliged to present the works schedule of the Works (hereinafter as the "schedule") approved by the Contracting Authority, at the latest as on the date of contract signature. The schedule shall contain binding deadlines for individual works and include basic types of works minimally divided by components /in accordance with CBSW/ and their presumed time of completion and financial volume of performed works. The schedule of Works implementation is the Annex No. 3 hereto.
- 5.14. The Contractor is obliged to present to the Contracting Authority a financial schedule at the latest on the date of contract signature. The schedule shall be phased into calendar weeks. Financial demand on the construction works, supplies and services for each individual time spans shall be clear from the content of the schedule. The financial schedule is the Annex No. 6 hereto.
- 5.15. The place of fulfilment is the building B and building C in the building complex of Bílovecká nemocnice, a.s., 17. listopadu 538, 743 01 Bílovec.

6. Works price



- 6.1. The Contracting Parties have agreed that the price for the Works implemented in the extent indicated in the Article No. 3 hereof and in the deadline in accordance with the Article No. 5 hereof is set in accordance with the Act on Prices and is as follows:

Price free from VAT	CZK
VAT ...% <i>Indicate according to reality</i>	<i>Indicate according to reality</i> CZK
VAT ...% <i>Indicate according to reality</i>	<i>Indicate according to reality</i> CZK
Price incl. VAT	CZK

The Contracting Authority acquires the subject of fulfilment hereof for its own economic activity. If the implemented construction and assembly works are classified under the numeral codes 41-43 of the CZ-CPA products classification, the Contracting Authority is obliged to settle the tax pursuant to the § 92e of the Act No. 235/2004 Coll., as amended, on Value Added Tax. The Contractor shall issue tax documents without the VAT for the performed works.

- 6.2. The Price for the implemented Works is set by agreement of both Parties in accordance with the bill of quantities and the Contractor's specification of works and supplies which are stated in the Project Documentation and Itemized Budget in the Annex No. 1 hereto.
- 6.3. The Itemized Budget including the recapitulation is attached hereto. Units' prices in the Itemized Budget are fixed and constant prices for the whole period of construction. The Contractor has no right to demand increase of the contracted Works price due to errors or defects in the Itemized Budget.
- 6.4. The price is set as the maximum permissible and valid price until the deadline for completion and procedural handover of the Works to the Contracting Authority. Any price changes in connection to price development have no influence on the total contracted Works price.
- 6.5. The Contractor is liable for the fact that the value added tax tariff is set in accordance with valid legal regulations.
- 6.6. The price includes all and any expenses and profit of the Contractor necessary for due and timely completion of the Works. The price in particular includes, in addition to the construction works and supplies, costs of construction, maintenance and removal of the site equipment, costs of operational impacts, off-site transport, material transfer, performance of all and any tests and revisions necessary for Works completion, energy, water, heating costs and any other services as the case may be for the period of Works implementation, costs of sorting secondary raw materials, disassembly and sorting dismantled products in such a way to sell secondary raw materials individually by the virtue of their types, costs of securing



safety and occupational health at works, measures to protect the environment, construction and personal insurance, organization and coordination activity, charges for occupying public space and ensuring essential transport measures. The agreed price includes the presumed development of prices of input costs and presupposed price increase in dependence on fulfilment time until the deadline of Works completion agreed herein.

- 6.7. A list of works, supplies and services, evaluated by the Contractor, constitute the Itemized Budget. Itemized Budgets of constructional and operational units are used for financial volume reports of the implemented works and for evaluation of additional works (extraworks) or for reducing the extent of the Works (cancelled works) or changes.
- 6.8. The Contractor is obliged to immediately elaborate the Change Sheet to every change in volume or quality of the implemented works which is recorded and agreed in the Work Register or in the record of the Inspection Meeting. The Change Sheet is the basis for elaborating Addendum(s) hereto.
- 6.9. Price change:
- a) the Contractor shall evaluate the List of Construction Works, Supplies and Services to be performed in addition or which shall not be implemented, by unit prices of the Itemized Budgets,
 - b) it is necessary to consider a corresponding share of costs of construction object, operational unit or the Construction in the amount corresponding to their share in the Itemized Budgets in the price of Works extent reduction (cancelled works),
 - c) if works and supplies constituting additional works (extraworks) are not included in the Itemized Budget, the Contractor shall use unit prices amounting to the corresponding prices in the RTS or ÚRS price list,
 - d) the unit prices may be set by an individual calculation performed by the Contractor on the basis of an agreement between the Contracting Authority and Contractor, particularly in cases when the given items of construction works, supplies or services are not included in the RTS or ÚRS price lists, which shall be an integral part of the Change Sheet,
 - e) VAT shall be calculated to the prices of additional works (extraworks) or Works extent reduction (cancelled works) amounting in accordance with the legal regulations.



- 6.10. The Contracting Authority shall apply its demands for additional works (extraworks) Works extent reduction (cancelled works) by a record in the Work Register or by a record in the Periodical Meeting. The Contractor is entitled to require reasonably increased price for additional works (extraworks) only in case that the extent, type or implementation of the Works shall be changed by the influence of the Contracting Authority's supplementary demands (extraworks) in comparison to construction procurement documentation or the Bill of Quantities stated herein. The Contracting Parties have agreed that in case of Works extent reduction, the Contractor has no right for compensation for damages, expenses or lost profit it incurred in consequence of the cancelled works.
- 6.11. The Contracting Parties are obliged to conclude an Addendum hereto in case of a change of the Works price due to Works extent reduction (cancelled works) or additional works (extraworks). After approval and signature of this Addendum by both Parties, the Contractor has the right to settlement of additional works (extraworks) or in case of Works extent reduction, the Price shall decrease.
- 6.12. It is vital to immediately incorporate additional works – Works extent reduction (extraworks – cancelled works) when implementing the Construction into the Change Sheet.

7. Payment conditions

- 7.1. The Contractor is not entitled to require component of the Works price during Works implementation. The Contracting Authority shall not provide advance payments of the Works price.
- 7.2. Works shall be settled on the basis of monthly partial tax documents (hereinafter as the "Invoices").
- 7.3. The Contractor shall present the priced List of Implemented Works to the Contracting Authority always at the latest until the fifth working day of the following month. The Contracting Authority is obliged to give its opinion to this List of Implemented Works at the latest within 3 working days from delivery of the List of Implemented Works. After the Contracting Authority's consent, the Contractor is obliged to issue an Invoice for partial fulfilment always at the latest until the tenth working day of the corresponding calendar month in which the



Contracting Authority agreed with the List of Implemented Works. The Contractor is obliged to deliver the Invoice to the Contracting Authority within 3 days from issue thereof. The day of Invoice issue is not considered the day of partial fulfilment. The day of partial taxable fulfilment is considered the last day in a month in which the partial taxable fulfilment on the Works occurred. The List of Implemented Works and Supplies shall be the component of the Invoice, made in two counterparts, with date and signatures of the authorized representatives of the Contracting Authority and Contractor which mutually confirm the implemented partial taxable fulfilment on the Works.

- 7.4. The Contracting Parties have agreed that the price of a part of the Works invoiced by the Contractor to the Contracting Authority in last Invoice represents the so called “retention money” (hereinafter as the “Retention”) which shall ensure due fulfilment of the Contractor’s obligations arising here from. The Retention shall not exceed 10% of the total contracted Works price. The Retention shall be settled by the Contracting Authority to the Contractor within 14 days after removal of defects and arrears of works claimed at handover and takeover of the entire Works or if any defects on the Works occur during the period until takeover of the Works free from defects and arrears of works by the Contracting Authority, the Contracting Authority shall settle the Retainage to the Contractor within 14 days after the last defect is removed.
- 7.5. The maturity date of each Invoice shall be 30 days from its delivery to the Contracting Authority.
- 7.6. The Invoice shall be delivered personally to the Contracting Authority’s registry or as a registered letter by a post license holder.
- 7.7. The Contracting Authority is entitled to check invoiced works by comparison with the Work Register, List of Implemented Works or directly at the site.
- 7.8. The Contractor is obliged to allow the Contracting Authority’s authorized representatives to perform its checking.
- 7.9. To ensure due fulfilment of the Contractor’s obligations, the Contracting Authority is entitled to suspend financing in case when the Contractor stops working unreasonably, works are implemented contrary to the Project Documentation,

provisions of the concluded Contract, declared conditions of the procurement procedure or the Contracting Authority's instructions.

7.10. If the Contracting Authority is in delay with Invoice settlement for more than 30 days, the Contractor is entitled to interrupt the implementation of the Works until the Invoice is settled. The deadline for completing the Works shall be postponed for the same period for which the Contracting Authority has been in delay with settlement.

7.11. The Contractor's Invoices shall contain the particulars of a tax document in accordance with the Act No. 235/2004 Coll., on VAT as amended. The Invoice shall include Contracting Authority's Contract No. An Annex shall be an integral part of the Invoice – clear and legible List of Implemented Works priced in accordance with the Itemized Budget and agreed by the Contracting Authority – and shall be made in two counterparts.

Obligatory particulars of accounting documents:

- identification of the Contractor (name, address, Company Identification No./ Tax Identification No., bank connection, stamp, signature)
- identification of the Contracting Authority (name, address, Company Identification No./ Tax Identification No.)
- financial amount – (free from VAT, VAT only, including VAT)
- date of Invoice issue, date of taxable fulfilment and maturity date)
- number of units, unit price and total price, in the structure and form in accordance with the Annex No. 1 Itemized Budget
- name of the subproject, subproject No.
- formulation in Czech: **Podpořeno z Programu švýcarsko-české spolupráce**
- formulation in English: **Supported by a grant from Switzerland through the Swiss Contribution to the enlarged European Union**
- stating the program logo in accordance with the Publicity Guidelines of the Grant Provider (freely available at www.swiss-contribution.cz)

7.12. In case when the Contractor accounts works or supplies which have not been implemented, mistakenly accounts price or the Invoice does not include any of the

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obligatory or agreed particulars, the Contracting Authority is entitled to return the defective Invoice without payment to the Contractor before the maturity day and to require issue of a new Invoice or corrective tax document. The reason for return shall be highlighted in the returned Invoice. The Contractor shall correct the mistake in accordance with the Contracting Authority's instructions by issuing a new Invoice or corrective tax document.

7.13. If the Contracting Authority returns a defective Invoice to the Contractor, the original maturity date is not valid anymore. The maturity date shall be valid from the delivery date of a newly issued Invoice or corrective tax document to the Contracting Authority.

7.14. The obligation to pay is fulfilled on the day when relevant amount is charged off the Contracting Authority's account.

7.15. The Contractor is obliged to reimburse Invoices legitimately issued by subcontractors under the conditions stipulated in contracts concluded with subcontractors. If the Contractor does not fulfil this obligation and is in delay with payment for longer than 30 days, the Contracting Authority may (at its discretion), upon request of a subcontractor approved by it, pay the amount owed directly to the subcontractor, supported by documented evidence proving due fulfilment of the given obligation part and valid claim for duly applied payment. The Contracting Authority is entitled to account the amount paid to the subcontractor in accordance with the prior sentence to the Contractor against its due or subsequently originated financial receivables or to request the Contractor to immediately reimburse this amount to the Contracting Authority's account. If the Contractor does not reimburse the amount at the latest within 2 days from the delivery of the request, it is obliged to pay to the Contracting Authority a contractual penalty amounting to **CZK 10,000** for each day of delay. This direct payment from the Contracting Authority to the subcontractor shall not influence the corresponding provisions hereof regulating the Retainage and contractual penalties.

7.16. The Contractor is obliged to specify the site equipment in the Invoice and prove it with photographs. If items in the Invoice do not explicitly determine the amount of implemented works or material, the Contractor is obliged to provide a detailed specification of these items or substantiate them by relevant documents (e.g. to the

item “Charge for Dump Storage,” individual weight notes shall be attached to the Invoice).

7.17. The Contracting Parties have agreed that the Contractor shall use the account number published in accordance with the § 98 of the Act No. 235/2004 Coll. in the Register of Tax Payers and Identified Persons in the Contract and in the documents.

8. Works quality – way of ensuring due fulfilment

- 8.1. The Contractor undertakes that the features of overall summary of the implemented Works shall give the ability to meet the set needs, i.e. usability, security, availability, reliability, maintainability, efficiency within respecting the principles of environmental protection. These shall correspond to the valid legal regulations, Czech Technical Standards, procurement documentation of construction and procurement procedure documents and the concluded Contract for Works. For this purpose the Contractor undertakes to use exclusively the materials and structures which meet the requirements on quality and which have a declaration of conformity in accordance with the corresponding act on technical requirements on products.
- 8.2. The Contractor is obliged to proceed in accordance with the Project Documentation of the Construction, valid legal regulations connected to construction, approved technological procedures set by valid and recommended Czech or European technical standards and safety regulations, in accordance with the current standard of used technologies and procedures for this type of construction while implementing the Works to maintain the agreed Works Quality. The Contractor's binding obligation is to maintain the quality of all works and supplies stipulated in the concluded Contract. The Contractor is obliged to eliminate all detected defects and arrears of works at its own expenses.
- 8.3. The Works shall show parameters set by the Project Documentation of the Construction and shall not deviate from the CSN (Czech Technical Standards) and technical requirements on construction according to which the Project Documentation is elaborated. The parameters of the Project Documentation are binding for the Contractor.
- 8.4. In case that it shall be necessary to use procedures and materials that are not stated in the Project Documentation, only those that correspond to the valid and

recommended Czech or European technical standards at the time of Works implementation may be used. Any changes against the Project Documentation shall be agreed by the Contracting Authority and inspection in advance.

- 8.5. The Quality of the supplied materials and structures shall be documented by a prescribed method at inspection visits and at handover and takeover of the Works or a part thereof.

9. Works implementation and control principles of works performed by Contractor

- 9.1. The Contractor undertakes that the Works shall be performed under its name and on its responsibility.
- 9.2. The Contractor undertakes to secure the approach and arrival to individual real estate including potential supply if the nature of the Construction requires so.
- 9.3. The Contractor shall fix the land affected by the Construction into its original state and hand it over to their owners by the Handover and Takeover Protocol if the nature of the Construction requires so.
- 9.4. The Contractor undertakes to duly mark the construction-site in accordance with generally valid legal regulations after takeover. The Contractor shall provide construction-site equipment and its removal including the connection to the utility lines, costs related to this procedure are included in the contracted Works price. The Contractor is obliged to maintain order and cleanness at the taken sitesite and to ensure dumps for every type of waste arising from the implementation of the subject of Works.
- 9.5. After accepting the sitesite disposal the Contractor shall provide fencing or other suitable security of the sitesite after and the costs related to this procedure are included in the contracted Works price.
- 9.6. The Contractor is fully reliable for safety and protection of all persons in the site area and undertakes to provide them with protective equipment. The Contractor undertakes to cooperate with the Occupational health and Safety Coordinator

authorized by the Contracting Authority for the entire time of preparation and implementation of the Construction.

- 9.7. If necessary within the framework of implementing the Works, the Contractor shall provide permission to closures, excavations, road acquisitions and greenery clearing, installation and maintenance of temporary traffic signs, etc. in accordance with procurement documentation of the Construction and restoration including handover to administrator or owner. The Contractor is obliged to secure the Construction in such manner it does not threaten, excessively or unnecessarily annoy the Construction's surroundings, pollute roads, etc.
- 9.8. The Contractor undertakes to implement works requiring special expertise or permission by persons who meet this condition in accordance with the corresponding regulations.
- 9.9. The Contracting Parties shall stipulate regular Inspection Days in order to inspect the Works implementation on the Day of Handover and Takeover. If it is necessary to convene an extraordinary Inspection Day, the Contracting Authority is responsible for convening; however, the Contractor is obliged to participate in the extraordinary Inspection Day. The Contractor is obliged make a record of the course and conclusions of the Inspection Day.
- 9.10. The Contractor is obliged to invite the Contracting Authority to inspect and check works that shall be covered or shall not be accessible in the course of the next procedure (a record in the Work Register shall be sufficient). The Contractor is obliged to invite the Contracting Authority at the latest 5 days before the deadline after which the subjected works shall be covered. If the Contractor does not do so, it is obliged to enable the Contracting Authority to perform additional inspection and to bear the related costs.
- 9.11. If the Contracting Authority does not arrive to perform inspection despite timely written invitation, the Contractor is entitled to cover the subjected works. If the Contracting Authority additionally requests to uncover the works, the Contractor is obliged to uncover the works at Contracting Authority's expenses. If it is discovered that works have not been properly performed, the Contractor shall bear all and any expenses related to uncovering, repairing the defected state and subsequent covering.

- 9.12. A record in the Work Register shall be made of the inspection of the covered parts of the Works and it shall include the Contracting Authority's consent with covering the subjected Works parts. In case that the Contracting Authority has not arrived to perform inspection despite Contractor's invitation, this fact shall be recorded in the Work Register instead of the Contracting Authority's consent.
- 9.13. The Contractor is obliged to immediately notify the Contracting Authority of possible unsuitability of implementation of demanded works.
- 9.14. The Contractor is obliged to obtain things necessary for implementing the Works, if not explicitly stipulated herein that it is the Contracting Authority's obligation.
- 9.15. The Contractor is obliged to ensure and finance all and any subcontractor works and is responsible for these works as if the works were performed by the Contractor.
- 9.16. The Contractor undertakes that all and any subcontractor works shall be performed in accordance with the subcontractor scheme which was presented in the offer placed in the framework of the selection procedure conducted in accordance with the Act on Public Contracts and which is stated in the Annex No. 2 hereto. If the Contractor does not follow the subcontractor scheme stated in the Annex No. 2 hereto, it shall be considered a serious breach hereof and the Contracting Authority may withdraw here from.
- 9.17. The Contractor undertakes to present to the Contracting Authority original or a certified copy of liability insurance contract (including all related insurance conditions and other possible relevant arrangements) for insurance for damage that may be caused by the Contractor's activity or inactivity in relation to the fulfilment of the subject hereof to the Contracting Authority or any third party and liability insurance for business activity (hereinafter as the "Insurance Contract") amounting to the indemnity corresponding to capital sum of CZK 10 million, within the territory of the Czech Republic and the Contractor's contribution of 10% at the latest on the execution day hereof. In case that the Contracting Authority finds the Insurance Contract insufficient in terms of ensuring the Contractor's liability, it shall notify the Contractor in writing of this fact without undue delay and invite it to remedy the situation including stating the deficiencies which the Contracting Authority discovered in the insurance and the period for eliminating these

deficiencies which shall not be shorter than 15 days. The Contractor undertakes to eliminate the deficiencies highlighted by the Contracting Authority within the set period.

9.18. The Contractor undertakes that the Insurance Contract, insurance as the case may be, shall be maintained valid and effective for the entire term hereof. The Contractor is obliged to provide evidence of the term of the Insurance Contract to the Contracting Authority on request.

9.19. The Contracting Authority is entitled to withdraw here from if the Contractor does not comply with any obligation stipulated in the Article 9.17. or 9.18. hereof.

10. Work Register

10.1. The Contractor is obliged to keep the Work Register in the form of daily records in accordance with the legal regulations. This obligation applies also to constructions which are the subject of consent with registered Construction implementation.

10.2. The records in the Work Register may not be rewritten, crossed and the first pages with the original text may not be plucked. Each record shall be signed by the Construction Manager of the Contractor or its authorized representative.

10.3. The Work Register shall be kept and documented by the Contractor from the day of taking over the site until handing over the Construction by the Contracting Authority.

10.4. The Contractor shall submit the first copy of daily records from the Work Register to the Contracting Authority or its authorized representative during inspections or on the day of takeover by the Contracting Authority.

10.5. The Contractor shall keep, in addition to the Work Register, the register of additional works (extraworks) and Works extent reduction (cancelled works) which shall separately serve as the basis for elaborating a prospective Addendum hereto, unless the Contracting Parties have agreed otherwise. The Contractor, Contracting Authority and Chief Designer shall confirm their consent with the proposal and implementation of additional works (extraworks) and Works extent reduction (cancelled works) in this journal. The Contractor's record shall include a reference to the record in the Work Register and specification of time, location and reason for additional works (extraworks).

11. Handover and takeover of Works

11.1. The Works shall be handed over by record of Works handover and takeover after Construction completion (in accordance with the Project Documentation, Bill of Quantities and provisions hereof specifying completion of the Construction). The Contractor undertakes to inform the Contracting Authority about Works handover by a record in the Work Register within 5 days before initiation of the takeover procedure or by a record from the Inspection Day.

11.2. The Contractor shall write a record of Works handover or a part thereof and it shall include in particular:

- identification of the Works
- identification of the Contracting Authority and Contractor,
- number and date Contract for Works execution, including numbers and dates of executing the Supplements hereto,
- date of issue and numbers of building permissions,
- initiation and completion of works on the implemented Works,
- declaration of the Contracting Authority that it takes over the Works,
- date and location Protocol formation ,
- names and signatures of Contracting Authority's and Contractor's representatives,
- list of accepted documentation,
- list of costs from the beginning until the completion of the Works or a part thereof,
- deadline for clearing the site,
- date of Works warranty termination,

11.3. During the Works handover, the Contractor shall hand over the documents of due implementation of the Works in accordance with technical standards and regulations, performed tests, attests and documentation in accordance herewith, including the declaration of conformity.

11.4. The Contractor and Contracting Authority are entitled to include anything they consider necessary in the Protocol.

- 11.5. The Contractor undertakes to remove equipment and clear the site at the latest within 5 days after handover and takeover of the Works.
- 11.6. The Contractor is not entitled to suitably sell the Works on behalf of the Contracting Authority if the Contracting Authority does not take over the completed Works without undue delay.

12. Warranty conditions and Works defects

- 12.1. The Works is defective in particular if its implementation does not meet the requirements stated herein, corresponding legal regulations, standards or other documentation related to the Works implementation, or if it is not possible to use it in the way for which it has been designed and implemented as the case may be.
- 12.2. The Contractor is responsible for defects which occur in the course of implementation, also for defects that occur at the time of handover and takeover and defects that occur during the warranty period. The Contractor is responsible for defects occurring after the warranty only in case that these have been provably caused by breaching its obligations.
- 12.3. The warranty period for the Construction is contracted **for 60 months**. All and any supplies of machines, technological equipment, objects of gradual consumption shall have warranty identical with the warranty provided by manufacturers, however, the Contractor shall guarantee at least 24 months. The warranties stated above are valid under the assumption that all operation and maintenance rules are adhered to.
- 12.4. The warranty begins on the day of handover of the Works without defects or unfinished works to the Contracting Authority by the Contractor.
- 12.5. The warranty does not run for the time during which the Contracting Authority is not able to use the Works. For the parts of the Works that were repaired by the Contractor in a consequence of Contracting Authority's complaint, the warranty runs again from the beginning from the day when a repair was provided pursuant to complaint.
- 12.6. The Contracting Authority is obliged to complain about the defects of construction works in writing at the Contractor without undue delay after the defect is discovered. The Contracting Authority shall notify the Contractor in writing of the

defect, describe the defect, and indicate how it is manifested. As soon as the Contracting Authority sends the written notification, it is considered that defect removal for free is required unless it is stated otherwise.

12.7. The Contractor is obliged to immediately proceed to remove the complained defect at the latest within 2 days after receiving the complaint, even in case it does not accept the complaint. The Contractor shall bear the costs of defect removal, even in controversial cases until a court issues its decision.

12.8. The Contractor is obliged to start removing the defect within 5 days from the day of delivery of the written notification of defect if the Contracting Parties do not agree otherwise. In case of an accident, it is obliged to start removing the defect within 24 hours from the Contracting Authority's notification if the Contracting Parties do not agree otherwise. The Contractor is obliged to remove the defect at the latest within 2 working days from initiation of works if the Contracting Parties do not agree otherwise. Technological deadlines and climatic conditions for performing works shall be respected for deadlines for removing defects in accordance with this provision.

12.9. If the Contractor does not proceed to remove a complained defect in the agreed period, the Contracting Authority is entitled to authorize any other expert legal entity or natural person to remove the defect. All and any costs incurred by such procedure shall be borne by the Contractor.

12.10. The Contractor shall hand over implemented defect repair in writing to the Contracting Authority.

12.11. The Contractor shall ensure traffic signs including traffic organization for the period of removing the defect at its own expenses.

12.12. The complaint may be applied at the latest until the last day of warranty period while a complaint send on the last day of warranty period is considered as applied in time.

13. Contract conditions and interest on late payment

13.1. If the Contractor is **in delay** with implementing the Works in the agreed deadline in accordance with the Article 5, paragraph 5.4. hereof, the Contracting Authority is



- entitled to require settlement of a **contractual penalty amounting to CZK 50,000.00 for each day of delay**, if the Contracting Parties do not agree otherwise.
- 13.2. In case that the Construction shall be implemented by subcontractors contrary to the subcontractor scheme stated in the Annex No. 2 hereto, the Contracting Authority is entitled to charge contractual penalty amounting to **CZK 300,000.00** to the Contractor.
- 13.3. In case the Contracting Authority shall **not comply** with **maturity date** of the Contractor's individual Invoices, the Contractor is entitled to charge interest on late payment amounting to **0.05%** from invoiced price **for each day of delay**.
- 13.4. In case that the Contractor shall **not comply** with the date of **issue** of individual Invoices and their **delivery**, the Contracting Authority is entitled to charge interest on late payment in the amount set in accordance with § 252, paragraph 2 of the Act No. 280/2009 Coll., Tax Code, from the amount of transferred VAT in accordance with § 92e of the Act No. 235/2004 Coll., on VAT **for each day of delay**.
- 13.5. The Contractor is obliged to settle contractual penalty amounting to **CZK 10,000.00** to the Contracting Authority for each evidenced case of noncompliance with keeping the works place clean or breaching the occupational health and safety regulations, if the Contracting Parties do not agree otherwise. The penalty shall be charged after the Contractor did not remove insufficiencies recorded in the Work Register by the Contracting Authority or its authorized representative in a set and additional period.
- 13.6. In case the deadline for removing the defect which has occurred during the warranty period is not met, the Contracting Authority is entitled to charge contractual penalty amounting to **CZK 10,000.00** to the Contractor for each commenced day of delay of with defect removal and for each defect or arrear of works, if the Contracting Parties do not agree otherwise.
- 13.7. In case the Contractor does not comply with the set deadline for proceeding to remove the defect in warranty period, the Contracting Authority is entitled to charge contractual penalty amounting to **CZK 10,000.00** for each defect or arrear of works and each commenced day of delay with proceeding to remove defects, if the Contracting Parties do not agree otherwise.



- 13.8. In case the Contractor does not comply with the deadline for removing equipment and clearing the site after handover and takeover of the Works, the Contracting Authority is entitled to charge contractual penalty amounting to **CZK 10,000.00** for each commenced day of delay with removing equipment and clearing the site, if the Contracting Parties do not agree otherwise.
- 13.9. In case the commitment to implement the Works expires before due completion of the Works, the claim for contractual penalty shall not expire if it originated by an earlier violation of obligations.
- 13.10. Expiry of the commitment by late fulfilment shall not mean expiration of the claim for contractual penalty for delay with fulfilment.
- 13.11. The contractual penalties stipulated hereby shall be settled by the obliged Party regardless of the misconduct and on the fact if and in what amount the damage has arisen to the other Party, which may be enforced separately.
- 13.12. The contractual penalties shall not be accounted to compensation for potentially arisen damage.

14. Final provisions

- 14.1. The Contract shall come into force and effect on the day of execution hereof by both Contracting Parties.
- 14.2. The Contracting Parties may change or supplement the Contract only in case the conditions for assigning a Public Contract and the Act No. 137/2006 Coll., on Public Contracts, as amended, are not violated, in the form of written addenda which shall be numbered in ascending order, explicitly declared as addenda hereto and executed by authorized representatives of the Contracting Parties.
- 14.3. The contractual relationship may be terminated only by a written agreement.
- 14.4. The Contracting Authority and the Contractor are entitled to withdraw here from under the conditions stipulated in the Commercial Code and the Contracting Authority may also withdraw here from in accordance with the Article 2., paragraph 2.6., paragraph 2.7., Article 3., paragraph 3.23, Article 5., paragraph 5.3. and Article 9., paragraph 9.16, paragraph 9.19. hereof.
- 14.5. The Contracting Parties have agreed that if a completely unexpected circumstance occurs and makes the Works completion significantly difficult, the Contractor shall

bear the risk of changes in circumstances and shall not require increase in Works price or cancellation hereof.

- 14.6. In case the commitment expires before due fulfilment of the Works, the Contractor is obliged to immediately hand over the unfinished Works to the Contracting Authority including things it has purchased and which are components of the Works and settle the potential damage. The Contracting Authority is obliged to settle the price of the purchased things which are components of the Works. The Contracting Parties shall conclude an agreement in which mutual rights and obligations shall be regulated modified.
- 14.7. The Contractor or the Contracting Authority may not transfer their rights and obligations arising here from to a third Party without mutual consents.
- 14.8. Persons executing this Contract shall confirm the validity of their authorized representations by affixing their signatures hereto.
- 14.9. The Contracting Parties both declare that they have read this Contract before its signature and that it has been concluded after mutual negotiation in accordance with their right and free will, definitely, seriously and comprehensibly and not in distress or under noticeably unfavourable conditions and that they have agreed on the entire content hereof which is confirmed by their signatures.
- 14.10. The Contract is made in 4 counterparts with validity of the original, signed by authorized representatives of the Contracting Parties while the Contracting Authority shall obtain 3 copies and the Contractor shall obtain 1 copy.
- 14.11. The Contractor undertakes to allow the employees or agents of authorized bodies to enter the object and the lands affected by the project and its implementation and to inspect the documents related to the project. The right of inspection is attributed to the following institutions: Ministry of Health – EF, Control Department, Supreme Audit Office, Ministry of Finance – Control Department and National Co-ordination Unit, Swiss Agency for Development and Cooperation, Office for Protection of Competition, Tax Office. The candidate is obliged to create conditions for control and provide cooperation, enable access to original accounting documents, records and information on media.
- 14.12. The Contractor is obliged to keep all and any documents related to the project for the period of ten years after financial conclusion of the project in a proper way in

accordance with the Act No. 499/2004 Coll., on Archiving and Records Management and on Amendment of Selected Acts, as amended, and the Act No. 563/1991 Coll., on Accounting, while the course of the period begins from the 1 January of the subsequent calendar year after the last payment for the project is settled.

14.13. The Public Contract does not follow the regime of secret information protection. The Contractor is aware that the concluded Contract for Works shall be published with all its Annexes.

14.14. No words are corrected, rewritten or in-written in the Contract. Both Contracting Parties confirm the correctness and authenticity hereof by executing this Contract.

14.15. The following Annexes are an integral part hereof:

1. Itemized Budget including recapitulation,
2. Subcontractor scheme presented in the offer applied in the framework of the selection procedure.
3. Time schedule of Works implementation – Time Schedule
4. Ethic clauses
5. Declaration of integrity
6. Financial schedule

In Bílovec, dated
for the Contracting Authority

In dated
for the Contractor

.....
for Bílovecká nemocnice, a.s.
*Name, surname of the person
authorized to sign + position*

*Legal entities: For.... (e.g. ČEZ Distribuce, a.s.)
Fill in name, surname, position
of the person authorized to sign and if it is not
statutory body, the basis on which it is authorized*