



**BRNĚNSKÉ VODÁRNY  
A KANALIZACE, a.s.**

## Contract

This Contract was entered into on the day, month and year stated below between the Parties:

**Brněnské vodárny a kanalizace, a.s.**

with registered office at Pisárecká 555/1a, Pisárky, 603 00 Brno

Company ID: 463 47 275

represented by: Ing. Petr Hýbler, Chairman of the Board of Directors

(hereinafter referred to as the Employer ") of the one part and

[to be completed by the Contractor]

with registered office at: [to be completed by the Contractor]

Id. No.: [to be completed by the Contractor]

represented by: [to be completed by the Contractor]

(hereinafter referred to as the "Contractor") of the other part.

**WHEREAS:**

*Based on the results of the tendering procedure, Reg. No in the Public Procurement Bulletin [\*] the Employer took a decision on the most eligible tender with the most eligible tender being the Contractor's Tender;*

*The Contractor is interested in the due execution of the Works for the Employer at the expense and risk of the Contractor with the Works consisting in the design and execution of the project of Brno-Modřice WWTP Sludge Management as specified further in the Contract (the "Works"):*

The Client and the Contractor agree on the following wording of the Contract:

1. In this Agreement, the words and expressions have the same meaning as those assigned to them in the Terms and Conditions that the Contract refers to.
2. The following documents form part of this Contract and parts hereof shall be read and interpreted as such:
  - (a) Letter of Tender Acceptance dated [\*] ;
  - (b) Letter of Tender dated [\*] ;
  - (c) Attachment to Tender;
  - (d) Terms and Conditions;
  - (e) Employer's Requirements;

- (f) Lump-sum Contract Amount Breakdown Form
- (g) Successive Mandatory Milestones Form;
- (h) Insurance Terms and Conditions Form;
- (i) Bank Guarantee Forms - Performance Security and Advance Payment Guarantee Forms;
- (j) Dispute Adjudication Agreement including annexes (General Terms of Dispute Adjudication Agreement including the Rules of Procedure)
- (k) Contractor's proposal.

(The Contract and documents listed above under (a) to (k) are collectively also referred to as the "Contract").

3. The Contractor hereby undertakes to the Employer to duly execute and complete the Works for the Employer at its expense and risk and to make good any defects in accordance with the provisions of the Contract.
4. The Client hereby undertakes to pay the Contractor for the execution and proper completion of the Work and for the removal of any defects a Contract Price on dates and in the manner specified in the Contract.
5. The Employer encourages equal approach, fairness, legality, integrity and ethical conduct in all business relationships in accordance with the Ethical Charter and Ethics in Supplier Relations issued by its shareholder, SUEZ Groupe, which is available on the Employer's website at [www.bvk.cz](http://www.bvk.cz). Any illegal and unethical behaviour may be reported to the email address: [ethics@suez-env.com](mailto:ethics@suez-env.com).
6. This Contract made in two (2) copies, of which one (1) is received by the Employer and one (1) is received by the Contractor.
7. The Agreement is subject to disclosure pursuant to Act No. 340/2015 Sb., on the Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of such Contracts and the Register of Contracts (Act on the Register of Contracts), as amended. This Agreement shall be provided for disclosure by the Employer.
8. This Agreement comes into effect on the date of its disclosure in the Register of Contracts pursuant to Act No. 340/2015 Sb., on the Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of such Contracts and the Register of Contracts (Act on the Register of Contracts), as amended.

In Brno, on [ \* ]  
for the Employer:

In [ \* ] on: [ \* ]  
for the Contractor:

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Ing. Petr Hýbler  
Chairman of the Board of Directors

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[to be completed by the  
Contractor]

