

## ATTACHMENT TO THE TENDER

[Note to the Contractors: the blue marked data in the tender dossier shall be completed by the Contractor before submitting the Tender. The text in this bracket will be deleted.]

Title of the public contract: Brno - Modřice WWTP Sludge Management

The following table refers to the **Terms and Conditions** in the second column

Name of sub-clause	Number of sub-clause	Data
<b>Name and address of the Employer</b>	1. 1. 2. 2, 1. 3	<b>Brněnské vodárny a kanalizace, a.s.</b> Registered office at Pisárecká 555/1a, Pisárky, 603 00 Brno
<b>Name and address of the Contractor</b>	1. 1. 2. 2, 1. 3	[to be completed by the Contractor]
<b>Engineer</b>	1.1.2.4. 1.3.	The Engineer will be selected in the framework of a tendering procedure pursuant to Act No. 134/2016 Sb. on Public Procurement, as amended. Tentative date of entering into the Contract with the selected Contractor: October 2018.  The Engineer will be known prior to the conclusion of the Contract.
<b>Time for completion</b>	1.1.3.3 8.2	42 months from the conclusion of the Contract
<b>Warranty period</b>	1.1.3.7	<b>Warranty period for the technological part of the Works:</b> 24 months  <b>Warranty period for the structural part of the Works:</b> 60 months
<b>Electronic transmission systems</b>	1.3.	Data-boxes Employer data-box ID: c7re8yf Contractor data-box ID: [to be completed by the Contractor]
<b>Applicable law</b>	1.4.	the law of the Czech Republic
<b>Governing language</b>	1.4.	Czech

Name of sub-clause	Number of sub-clause	Data
Communication language	1.4.	Czech
Section	1.1.5.6	Section 1 - Sludge line Section 2 - Demolition of defined structures
Works	1.1.5.8	Brno – Modřice WWTP Sludge Management
Time for Access to the Site	2.1	The Employer shall provide the Contractor with the Site within 21 days of the Commencement Date of the Works upon the prior request of the Contractor. If the Contractor fails to request the Site from the Employer within a period of 14 days from the Commencement Date of the Works, the Employer shall be entitled to request the Contractor to do so.
Advance payment	142	10% of the agreed amount (excluding VAT)
Amount of Performance Security	4.2	From entering into the Contract until the expiry of the warranty period for the technological part of the Works, the amount of <b>the Performance Security</b> shall be <b>10% of the agreed contract amount (excluding VAT)</b> . Following the expiry of the warranty period for the technological part of the Works, the amount of the Performance Security shall be reduced to <b>5% of the agreed contract amount (excluding VAT)</b> and shall be kept at this amount until the expiry of the warranty period for the structural part of the Works.
Amount of the Advance Payment Guarantee	14.2	Amount of the advance payment received
Errors, deficiency or other defects notification period with respect to the Employer's Requirements or reference elements	1.9	60 days from Commencement Date of the Works
Obligation of the Contractor to pay the Employer a contractual	4.25 (a)	<i>For breaching the obligation to perform a part of the Works by the Contractor where the Employer stipulated in</i>

Name of sub-clause	Number of sub-clause	Data
penalty		<p><i>the Tender Dossier that it may not be performed by a subcontractor</i></p> <p>CZK 2,000,000 (in words: two million Czech Crowns) for each individual breach</p> <p><i>For breaching the obligation to notify the Employer of a subcontractor pursuant to sub-clause 4.4</i></p> <p>CZK 100,000 (in words: one hundred Czech Crowns) for each individual breach</p>
	4.25 (b)	<p><i>For non-compliance with the M1, M2, M3 and M4 successive mandatory milestones</i></p> <p>CZK 20,000 (in words: twenty thousand Czech crowns) for each commenced day of the Contractor's delay</p> <p><i>For a failure to complete the Works in accordance with the Contract within the Time for Completion</i></p> <p>CZK 100,000 (in words: one hundred Czech crowns) for each commenced day of Contractor's delay</p>
	4.25 (c)	<p><i>For breaching the obligation under the last paragraph of sub-clause 6.9 Contractor's Personnel (obligation to ensure the performance of the Works and selected activities during the construction by natural persons who hold the necessary authorisations)</i></p> <p>CZK 100,000 (in words: one hundred Czech Crowns) for each individual breach</p>
	4.25 (d)	<p><i>For a failure to remedy a defect or damage within a reasonable time determined by the Employer pursuant to sub-clause 11.4</i></p> <p>CZK 10,000 (in words: ten thousand Czech crowns) for each commenced day of delay</p>
	4.25 (e)	<p><i>For a delay with extension in the Performance Security under sub-clause 4.2 or a failure to maintain the bank guarantees under sub-clause 4.2 valid at the required amount</i></p> <p>CZK 50,000 (in words: fifty thousand Czech crowns) for each commenced day of delay</p>

Name of sub-clause	Number of sub-clause	Data
	4.25 h)	<p><i>For a failure to comply with the obligation under sub-clause 6.7 (Health and safety) despite instructions of the Engineer to remedy the situation</i></p> <p>CZK 10,000 (in words: ten thousand Czech crowns) for each individual breach</p>
	4.25 g)	<p><i>For a failure to submit the initial or updated time schedule under sub-clause 8.3 within the defined deadline even after an additional request of the Engineer</i></p> <p>CZK 50,000 (in words: fifty thousand Czech crowns) for each commenced day of delay</p>
	4.25 f)	<p><i>A failure to submit or a failure to maintain insurance policies under clause 18</i></p> <p>CZK 50,000 (in words: fifty thousand Czech crowns) for each commenced day of delay</p>
<b>Maximum total amount of contractual penalties</b>	4.25	20 % of the agreed contract amount (excluding VAT)
<b>Maximum discount for non-complying with the guaranteed parameters</b>	9.4	<p>Maximum discount for failing to meet the guaranteed steam demand for THP parameter: CZK 10,000,000 (in words: ten million Czech crowns)</p> <p>Maximum discount for failing to meet the guaranteed el. power demand for THP: CZK 2,000,000 (in words: two million Czech crowns)</p> <p>Maximum discount for failing to meet the guaranteed el. power parameter of the mixing system: CZK 8,000,000 (in words: eight million Czech crowns)</p> <p>Maximum discount for failing to meet the guaranteed biogas production parameter: CZK 30,000,000 (in words: thirty million Czech crowns)</p> <p>Maximum discount for failing to meet the guaranteed parameter of thermal energy demand of the sludge dryer: CZK 20,000,000 (in words: twenty million Czech crowns)</p> <p>Maximum discount for failing to meet the guaranteed el. power demand of the sludge dryer: CZK 20,000,000 (in words: twenty million Czech crowns)</p> <p>Maximum discount for failing to meet the guaranteed polymer consumption parameter for surplus sludge thickening: CZK 10,000,000 (in words: ten million Czech</p>

Name of sub-clause	Number of sub-clause	Data
		crowns) Maximum discount for failing to meet the guaranteed polymer consumption parameter for sludge dewatering CZK 25,000,000 (in words: twenty five million Czech crowns)
<b>Successive mandatory milestones</b>	4.26	M1. Obtaining a final building permit M2. Ordering the technological equipment of both sludge dryers at the dryer manufacturer M3. Completion of concreting work - walling of digesters and sludge storage tanks M4. Completion of demolition work Details are provided in the Form – Successive mandatory milestones
<b>Right to vary</b>	13.1	Article 13 shall apply.
<b>Adjustments due to cost changes</b>	13.8	<i>Not applicable</i>
<b>Payment currencies</b>	14.15	Czech crown
<b>Date by which DAB shall be nominated</b>	20.2	Upon entering into the Contract
<b>Number of DAB members</b>	20.2	1
<b>DAB composition</b>	20.2	JUDr. Lukáš Klee, LL.M., Ph.D., MBA Company ID: 027 41 156 With registered office at Soběslav - Soběslav I, Jirsíkova 29/7

Date: [to be completed by the Contractor]

[redacted]

[Contractor business name:  
signature of authorised person (s) with title]