**Frame Contract for Work No.: 00/2022**

in terms of § 536 et seq. of the Act No. 513/1991 Coll. Commercial Code as amended concluded between the following contract parties:

|  |  |
| --- | --- |
| **Buyer:** | |
| Business name: | **Odvoz a likvidácia odpadu a.s. in shortened form: OLO a.s.** |
| Registered seat: | Ivanská cesta 22, 821 04 Bratislava, Slovak Republic |
| INO: | 00 681 300 |
| TIN: |  |
| IN VAT: |  |
| IBAN: |  |
| SWIFT / BIC: |  |
| Entered into: | Business Register of the District Court Bratislava I, Section: Sa, Insert No. 482/B |
| Contact person: |  |
| Tel.: |  |
| E-mail: |  |

and

|  |  |
| --- | --- |
| **Supplier:** | |
| Business name: |  |
| Registered seat: |  |
| INO: |  |
| TIN: |  |
| IN VAT: |  |
| IBAN: |  |
| SWIFT / BIC: |  |
| Entered into: |  |
| Contact person: |  |
| Tel.: |  |
| E-mail: |  |

Buyer and Supplier, together as “**Contract Parties**” and each of them separately as “**Contract Party”.**

(hereinafter “**Contract**” only)

**I. Subject of the Contract**

* 1. Subject of this Contract is the performance of Work according to the specification:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Specification of the Work:** | | | | |
| Contract Parties have agreed on conclusion of this Contract within the scope and under conditions stated hereinafter. The Supplier was selected as the successful Tenderer in the Tender ***„Reconstruction of the Heat Exchanging Surfaces of K1 boiler and K2 boiler Boilers at ZEVO Plant“*** implemented by means of JOSEPHINE Information System <<https://josephine.proebiz.com/sk/tender/16942/summary>>.  Subject of the Contract is the commitment of the Supplier to perform for the Buyer a reconstruction of the heat exchanging surfaces of K2 boiler (hereinafter „**Work 1**“ only) and a reconstruction of the heat exchanging surfaces of K1 boiler (hereinafter „**Work 2**“ only) (hereinafter Work 1 and Work 2 together as “**Work**” only), whereby the detailed specification of the Work is presented in the Annex No.1 Project Documentation (hereinafter only „**Annex No. 1**“) and in the Annex No.3 Bill of Quantities and the Annex No.4 Time Schedule of Works, which form an integrated part of this Contract, whereby the performance of the work includes especially, but not exclusively:   1. Preparation of implementation and construction documentation for the execution of the Work; 2. Preparation and provision of supporting documents for the preparation, approval and coordination of execution of the Work; 3. Installation of the technological part of the Work; 4. Proof of quality of materials supplied and works performed; 5. Testing, commissioning/start-up, handover and takeover of the Work; 6. Delivery of the technological part of the work. | | | | |
| **Handover of the construction site:**  Buyer shall hand the construction site over to the Supplier and the Supplier shall take the construction site over from the Buyer not later than on the first (1st) day of the beginning of outage of the Plantfor Energy Recovery from Municipal Waste (hereinafter only „**ZEVO**“), whereby the Buyer shall send an Order to the Supplier at least ninety (90) days prior to the day of the beginning of the planned ZEVO outage. Upon takeover of the construction site Contract Parties will sign a Protocol on Handover/Takeover of the construction site and make a record in the construction daily log. | | | | |
| **Delivery period:** | The Work can be implemented only during the outage of ZEVO. Presumed period of the outage for the execution of works on K2 boiler (Work 1) is September/October 2022. Presumed period of the outage for the execution of works on K1 boiler (Work 2) is March/April 2023. The Buyer is entitled to change this outage period.  The Supplier shall supply to the Buyer the material for the execution of works on K1 and K2 boilers (Work 2 and Work 1) within one hundred and twenty (120) days from the Contract coming into effect.  Contract Parties have agreed that if a need of works and/or material arises during the implementation of the Work according to the Contract the Supplier shall perform/deliver these works and/or material to the Buyer in conformity with terms/dates stated in the Order.  Unless stipulated otherwise in the Order, the Supplier shall execute the Work as follows:   * Work 1 – within [●] days from the day of handover of the construction site, whereby the first (1st) day of this period begins on the day of the handover of the construction site to the Supplier. * Work 2 – within [●] days from the day of handover of the construction site, whereby the first (1st) day of this period begins on the day of handover of the construction site to the Supplier. | | | |
| **Location of implementation:** | ZEVO, Vlčie hrdlo 72, 821 07 Bratislava | | | |
| **Contract price:** | Stated in the Annex No. 2 |  | **Price is:** | fixed  ; maximum according to budget/balance |

* 1. **General Business Conditions** of the Buyer (hereinafter also „VOP“) published on the web site of the Buyer https://www.olo.sk/vseobecne-obchodne-podmienky/ form an integral part of this Contract. Contract Parties are familiar with these conditions and accept them in full. Provisions of this Contract including its Annexes prevail over the VOP.

|  |  |
| --- | --- |
| **Special Contract conditions are:** | Not applied  ; Applied |
| **Text of special Contract conditions (if applied):** | |
| 1. Contract Parties have agreed that this Contract is a Frame Contract and the total price includes all costs of the Supplier for the implementation of the subject of the Contract whereby the Buyer is not obliged to spend the whole financial limit presented in this Contract. Only actually provided works and actually supplied material will be subject to invoicing. 2. The Supplier shall perform the Work twenty-four (24) hours a day and seven (7) days a week, i.e. on workdays as well as on Saturdays, Sundays and work-free days. 3. The Supplier shall have a valid insurance policy in compliance with clause 6.4 of the VOP. The Supplier declares that as of the day of signature of this Contract he has concluded a third-party liability insurance contract with [●] Insurance Company to the sum insured of EUR 3 000 000 *(three million Euro)*. 4. Warranty period starts to run from the day of takeover and handover of the Work, i.e. from the moment of signature of the protocol of takeover and handover of the whole Work. Warranty period on the Work is:  * 32 000 operation hours on surface layer, but at least four (4) years from the day of takeover of these works (part of the Work) by the Buyer, * 15 000 operation hours on works and fulfilments, but at least two (2) years from the day of takeover of these works by the Buyer.   Contract Parties have agreed that the warranty period on remaining parts of the Work applies in terms of clause 16.2 of the VOP.   1. In case the Supplier is late with the implementation of individual works when performing the Work in terms of this Contract the Buyer is entitled to request from the Supplier a payment of contractual penalty amounting to ER 20 000 *(twenty thousand Euro)* for each, even started, day of delay. 2. In case the Supplier is late with the delivery of material necessary to perform the Work in terms of this Contract the Buyer is entitled to request from the Supplier a payment of contractual penalty amounting to ER 20 000 *(twenty thousand Euro)* for each, even started, day of delay. 3. Contract Parties have agreed that sanctions stated in art. XVII of the VOP apply to the full extent. 4. The Supplier shall perform tests in terms of Art. VI of the Contract of materials or parts of the Work resulting from constructions works, as follows (i) Visual, capillary and X-ray tests according to the project documentation, (ii) Tests proving internal cleanliness of pipeline surface (up to installation cleaning operations of the equipment with evaluation of cleanliness of the flushed medium), (iii) Pressure tests with participation of certification authority whose presence will be arranged by the Buyer, (iv) Steam blasting of steam superheaters with evaluation of cleanliness of testing pads. 5. The Supplier shall notify the Buyer at least twenty-four (24) hours in advance on the need to modify the scaffolding during the Work implementation, whereby the Buyer shall adapt the scaffolding to the requirements of the Supplier. | |

* 1. This Contract is deemed to be an outage contract in terms of Art. 6.7. of the VOP: **yes**  ; **no**
  2. The Supplier by signing this Contract explicitly **agrees**  / **disagrees**  with special provisions on sending invoices in electronic form in terms of Art. 5.13 OF THE VOP.
  3. Abbreviations and terms not indicated in this Contract have a meaning as indicated in the VOP.

**II. Special Provisions for Project Works**

* 1. In the case the preparation of project documentation forms the part of fulfilment of this Contract, the Supplier shall design and prepare project documentation, implementation documentation and other documentation to the extent necessary for erection of the construction according to the specification of the Work (hereinafter together as „documentation“), if it is required by the nature of the construction and applicable generally binding legal regulations or if it is not agreed by Contract Parties otherwise.
  2. All project, drawing, text and other materially recorded (hardcopy) outputs and all documentation relating to approval process of erection of the construction are considered as documentation, too. The Supplier shall prepare the documentation in Slovak language.
  3. If a map forms a part of the documentation, such map shall be produced with scale 1:500 and/or with scale required by legal regulations if it should be submitted to respective authorities. If a layout, architectonic design etc. form a part of the documentation, these should be produced with scale 1:200, and/or with scale required by legal regulations if it should be submitted to respective authorities. Documentation shall be produced in so many (hard)copies as required for the respective approval processes for respective authorities plus two (2) hardcopies and two (2) copies in electronic form (formats .doc/.docx or .xls/.xlsx or .pdf - text part), (.dwg and .pdf – drawings part) on CD and/or DVD or USB drive for the Buyer. Other documentation must be produced in two (2) hardcopies and in one copy in electronic form (on a CD, DVD or USB drive) in editable form.
  4. The Supplier shall respect and integrate comments/suggestions of the Buyer and respective authorities by preparation of the documentation. The Supplier is responsible for the correctness and completeness of all documentation prepared by his sub-suppliers. The Supplier must respect conditions for ensuring safety and health protection at work in the process of preparation of the documentation.
  5. The Supplier shall always submit the documentation to the Buyer for an approval prior to its submission to the respective authority.

**III. Special Provisions for Engineering Activities**

* 1. In the case engineering activities or their part are the subject of the Contract the Supplier shall, depending on nature of the Work and with regard to existing decision of the Building Office issued for the Work:

1. Prepare all applications and documents necessary according to applicable legal regulations for territorial, building or other proceedings before the Building Office including obtaining of decisions, opinions, positions, approvals or other measures of respective bodies in terms of § 140a of the Act No.50/1976 Coll. on Territorial Planning and Building Order (Building Act) as amended (hereinafter only „Building Act“);
2. Represent the Buyer before respective Building Office, relevant bodies in terms of § 140a of the Building Act, other participants of the proceedings and before the bodies of the State Building Supervision;
3. Ensure the issue of legitimate Land Use Decision on the location of the construction, or other Land Use Decision in terms of § 32 et seq. of the Building Act;
4. Ensure announcement of the construction, change of the construction or maintenance works at the construction site, or ensure the issue of legitimate Land Use Decision for these activities, if required, in compliance with § 54 et seq. of the Building Act;
5. Ensure the issue of legitimate decision on change of the construction before its completion in terms of § 68 et seq. of the Building Act;
6. Ensure permit to perform ground shaping and works in compliance with § 71 et seq. of the Building Act;
7. Ensure land surveying of the construction site by a person authorized to perform geodetic and cartographic activities and authorization verification of selected geodetic and cartographic activities by authorized geodesist and cartographer in terms of § 75 et seq. of the Building Act;
8. Ensure obtaining of legitimate Certificate of Completion or a decision on early utilization in terms of § 76 et seq. of the Building Act, or a decision on change of use of the building in terms of § 85 of the Building Act.
   1. In addition to activities defined in Clause 3.1 of this Article of the Contract the Supplier shall perform other factual and legal acts steps relating to the approval process at the Building Office, if the need to perform them results from legal regulations or they are necessary to fulfil the purpose of the Contract.
   2. The Supplier shall check the completion of the documentation submitted, as well as all other documents and notify the Buyer on discrepancies detected or their incompletion.
   3. The Supplier shall perform engineering activities with professional care, according to instructions of the Buyer, in compliance with his interests which the Supplier knows or must know, and in compliance with the documentation submitted to the Supplier, as well as in compliance with the decisions, positions, expressions, approvals or other measures of relevant bodies in terms of § 140a of the Building Act.
   4. The Supplier shall notify the Buyer on all circumstances he identified during fulfilment of the Contract which may have an impact on change of instructions of the Buyer.
   5. The Supplier shall handover to the Buyer originals of all decisions of the respective authorities and other documents he receives in relation to performance of engineering activities.
   6. The Buyer shall issue for the Supplier all necessary powers of attorney.
   7. Subject of engineering activities is considered delivered after handover of legitimate decisions specified in the Contract. If these are not specified, then by fulfilment of the purpose of the Contract.

**IV. Special Provisions for Construction Works**

* 1. The Buyer can appoint his representative who will perform the rights and obligations of the Buyer in terms of this Contract.
  2. The Supplier shall appoint a construction supervisor according to the Building Act.
  3. The Supplier shall run, in compliance with the Building Act, a Construction Daily Log in Slovak and Czech language anytime this is required by legal regulations. The Supplier, the Buyer and employees of respective bodies authorized to do so according to respective legal regulations may look and write in the Construction Daily Log. Construction Daily Log will be available for the Buyer and respective bodies to look in anytime. Construction Daily Log must be permanently available at the construction site during working hours. The obligation to run Construction Daily Log ends upon takeover of the Works. Any records, notes, notifications, calls written by authorized persons in the Construction Daily Log shall not prevail over the provisions of the Contract or acts presumed by the Contract.
  4. If requested by the Buyer, the Supplier shall continuously run and submit upon request to the Buyer detailed data on number of employees of the Supplier in individual professions, their activity and number of each of the types of used equipment of the Supplier at the construction site. In such case the Supplier shall, prior to beginning of works at the construction site, prepare organizational structure of the employees of the Supplier focused on specification of individual professions.
  5. In the case preparation of project documentation forms a part of fulfilment of the Contract, the Supplier shall ensure author supervision.
  6. The Supplier shall prepare documentation of real implementation of the construction and the documentation for the process of obtaining the Certificate of Completion.
  7. The Supplier shall design and use for the implementation of the Work only such building product which is, according to special regulations (for example Act No. 133/2013 Coll. on Construction Products and on amendment and supplement of certain laws, as amended, suitable and safe for use in the construction for the intended purpose. The Supplier shall ensure and submit to the Buyer all certificates and material attestations on delivered and built-in materials established by the Act No. 56/2018 Coll. on product conformity assessment, on making product available on the market and on amendment and supplement of certain laws. The Supplier shall submit to the Buyer not later than on the day of handover and takeover proceeding the certificates, material attestations and certificates of conformity of construction products.
  8. In the case performance of engineering activities forms a part of fulfilment of the Contract the Supplier shall perform engineering activities which include provision of supporting services and activities related to the implementation of the Work, especially, but not exclusively, activities related to obtaining Building Permit including the support of the Buyer at negotiations with respective bodies in administrative action, network administrators and/or other participants of the building proceeding and activities related to obtaining the Certificate of Completion. The Supplier shall perform engineering activities so that no delays, lags, collisions, unclear or unimplementable solutions occur that would prevent performance of the Work.
  9. In the case delivery of technological equipment forms the part of fulfilment of the Contract the Supplier shall perform all activities related to transport and delivery of the technological equipment, its installation, commissioning, testing and performance of electric revision (if required according to applicable technical standards or instruction of the manufacturer). The Supplier shall produce installation documentation. The Supplier shall deliver to the Buyer technological equipment in quantity, quality and manufacturing as indicated in the Contract. The Supplier undertakes that on the day of its delivery the technological equipment will be in his exclusive ownership and it will not be burdened by rights of third persons and at the same time they will meet all conditions established by generally binding legal regulations and technical standards, established requirement regarding functionality and operability, as well as all safety, fire, hygienic and health standards, otherwise this technological equipment is defective. In addition to the technological equipment the Supplier shall also hand over to the Buyer all documents, certificates and manuals of the technological equipment. In the case documents, certificates and manuals of the technological equipment are in foreign language these must be professionally translated into Slovak language. Foreign language originals must form an attachment of the Slovak translation according to the previous sentence. The Supplier shall train professionally the employees of the Buyer on operation of the technological equipment. A protocol shall be produced on training, stating the number of trained persons, their names and surnames, work positions and the name and surname of a person responsible for training, including signatures of participating persons.
  10. If required by nature of the construction works the Buyer shall provide for the Supplier the access to construction site to the necessary extent without unreasonable delay after the Buyer is requested by the Supplier to provide access to the construction site, but not earlier than on the day presumed by the Contract or the time schedule. A protocol shall be prepared of the handover/takeover of the construction site. Protocol shall include description of the construction site including the identification of possible media connection points, state of media consumption measuring devices and remarks to the construction site. In the case excavation works form a part of construction works the Supplier in cooperation with respective network administrators and the Buyer shall ensure land survey of all utility lines located at the construction site. The Supplier is responsible for possible on utility lines. The Buyer shall ensure access to utility connections at the construction site and/or 0 of the construction site. Costs related to the connection to these points are borne by the Supplier. Unless agreed otherwise, the Buyer bears costs related to the energy consumption.
  11. If required by legal regulations the Supplier prior to start of the works will place a board of reasonable size at visible spot indicating data on Permit of implementation of respective works with all essentials required by the legal regulations. Any signboards, signs, billboards etc. the Supplier plans to place at the construction site, must be submitted in advance to the Buyer for his written approval.
  12. The Supplier shall call the Buyer to check/inspect deliveries, parts of building constructions and works which will be covered or they will become inaccessible in the further work procedure. The Supplier shall call the Buyer to check/inspect of the aforesaid in writing by a record in the Construction Daily Log and at the same time by Email addressed to the representative of the Buyer. If the Buyer does not come to check/inspect deliveries, parts of building constructions and/or works within three (3) days from the call of the Supplier, deliveries, parts of building constructions and/or works are deemed approved by the Buyer. The Buyer shall cover the costs of making additional access if such access is required. In the case the Supplier covers deliveries, constructions and/or prevents access to implemented works without a call to the Buyer to check them or the Supplier does not keep the aforesaid term the Buyer reserves the right to uncover these deliveries, constructions and/or works at the costs of the Supplier.
  13. The Supplier shall continuously produce photo-documentation of works and submit it upon request to the Buyer.
  14. The Supplier is responsible during performance of his works for keeping order at the construction site, adjacent ground areas and access roads and for removal of all temporary objects and equipment no longer necessary for the implementation of the Work.
  15. The Supplier shall undertake all reasonable measures to protect environment at the construction site as well as off-site and to prevent damage and risk to people and property caused by contamination, noise and other consequences of his activity. The Supplier shall ensure that emissions and surface contamination caused by his activity exceed neither values established for the project in the decisions, permits and positions of respective bodies nor values determined by applicable legal regulations. The Supplier shall eliminate negative impacts on existing constructions near the construction site. Costs of taking and maintaining these measures are borne by the Supplier. The Supplier will ensure that no harm is caused to the Buyer or third persons in case of consequences of such negative impacts and he is responsible for all damage thus arising to the Buyer or third persons.
  16. If the Contract price was agreed as a maximum price according to the budget or if the Buyer requests it the Supplier shall ensure that each part of the Work or works is measured. Net (net value) of the actual amount of each item of the Work will be measured within the works measurement and the measurement method will comply with the standards applied in the respective technical field. The Supplier shall keep records of measurement and submit them to the Buyer with the invoice or continuously as agreed.
  17. The Supplier shall without delay inform the Buyer about each accident at construction site. The Supplier will run records related to protection of health and safety at work and to potential damage of property.
  18. Not later than to date of issue of the takeover protocol related to takeover of the Work the Supplier will remove from the construction site all equipment, waste, unnecessary building material, temporary objects, constructions and devices of the Supplier. The Supplier will bring the construction site to a state required by the Contract or by decisions made by respective bodies in relation to the construction site and will leave the construction site in safe state.
  19. The Buyer reserves the right not to take over the Work if the Work has defects and backlogs preventing safe and trouble-free use or operation of the Work (so called underlying defects and backlogs), or the Work does not achieve parameters/specifications required in the Contract in terms of this Contract, project documentation or other obligations of the Supplier in terms of this Contract were not met. Contract Parties will write a punch list of these defects and backlogs in which they will agree a deadline for the remedy. The Supplier shall at his own cost repair the Work (even repeatedly), until all defects and backlogs are removed, until parameters/specifications of the Work guaranteed by the Contract are achieved and other obligations of the Supplier are fulfilled or until the Buyer withdraws from the Contract.

**V. Special Provisions for Service Works**

* 1. If the Supplier has provided a warranty on quality of the technological equipment or if performance of service works forms the subject of the Contract the Supplier shall perform service in compliance with the provisions of the Contract according to technical manual, instruction or recommendation of the manufacturer of the technological equipment and shall perform this during the warranty period on quality or for the period of performance of service works according to the Contract.
  2. Description, number and scope of service checks follows from the Contract or from the technical manual, instruction or recommendation of the manufacturer of the technological equipment.
  3. The Supplier shall make a written record of each service including description of the subject of the service check, acts performed, results of the service check, description of defects detected, name list of the employees of the Supplier participating on the service of the technological equipment and the signature of the senior employee of the Supplier appointed to perform the service. In case a defect is detected the Supplier shall state in his written record whether the warranty applies to the defect or a defect is involved where the warranty does not apply.
  4. In the case of repairs of technological equipment the Supplier shall use new original spare parts from the manufacturer of the technological equipment.
  5. The Supplier may exceptionally with the approval of the Buyer use also spare parts from other manufacturers if these meet same or higher technical and qualitative parameters of the technological equipment being replaced or its components. In such case the Supplier bears full responsibility that these parts are fully compatible and functional and the technological equipment is in working order.In the case the Supplier during fulfilment of the Contract plans to use a spare part from other manufacturer the Supplier shall notify the Buyer sufficiently in advance and inform him about the price of the spare part.

**VI. Tests**

* 1. If stipulated by the provisions of the Contract, if it results from the nature of works or if requested by the Buyer the Supplier shall perform, even repeatedly, the tests of:
     1. Technological equipment after the Supplier executes installation and assembly works in relation to each individual technological equipment, or
     2. Materials or parts of the Work resulting from the construction works.
  2. Costs of tests are borne by the Supplier.
  3. If the scope of tests is not determined than such tests which correspond to the nature of the technological equipment, material or the part of the Work or which represent the standard in the respective technical field will be performed.
  4. By the assessment of the tests the Buyer will respect the requirements relating to the properties of the technological equipment, quality of material or functionality of the Work as well as the impact of their use on operation and other properties of the Work as a whole.
  5. A Record of Performance of Test will be written on proper performance of the test. Tests will be deemed performed after declaration of the Buyer about their proper execution.
  6. All record and protocols on execution of tests shall be written in Slovak language and signed by the Supplier and the Buyer.
  7. If the technological equipment, material, the Work or a part of the Work does not conform the tests performed, each of the Contract Parties can request to repeat unsuccessful tests at the same conditions. If the tests and/or repeated tests prove the tested technological equipment, materials, the Work or its part show defects, backlogs or otherwise collides with the requirements the Contract the Supplier shall remove these defects or backlogs at his own costs or otherwise bring the Work at his own costs to conformity with the Contract.

**VII. Handling Waste**

* 1. The Supplier shall observe the Act No. 72/2015 Coll. on Waste and on Change and Amendment of certain laws, as amended (hereinafter only „**Act on Waste**“) and all applicable law regulations governing waste handling. The Supplier shall especially, but not exclusively, fulfil in the name of the Buyer all obligations of the waste holder in terms of § 14 of the Act on Waste.
  2. The Buyer shall process waste generated by the Supplier during implementation of the Work according to this Contract, at his own costs, in terms of applicable generally binding legal regulations, especially the Act on Waste.

**VII. Duration of the Contract**

* 1. This Contract is concluded for a definite period of time, i.e. twenty-four (24) months from the day this Contract came into effect.

**IX. Final Provisions**

* 1. The Buyer as the operator of personal data hereby informs the Supplier that his personal data and/or personal data of his management body and his contact persons according to this Contract as involved persons, is processed within the scope: title, name, surname, position, signature, email, telephone number, for the purpose of conclusion and fulfilment of this Contract. The Buyer processes personal data on the basis of justified interest in terms of Art. 6 cl. 1 letter f) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and § 13 cl. 1 letter f) of the Act No. 18/2018 Coll. on Personal Data Protection and on change and amendment of certain acts, and proper and on-time fulfilment of this Contract. Personal data may be provided to public power authorities on the basis of special regulations; personal data is not provided in other cases unless a special act rules otherwise or unless having voluntary consent of the person in question. Personal data will be processed and maintained for the period of duration of the contractual relation and until expiration of the period for maintenance of documents in terms of the Act No. 343/2015 Coll. on Public Procurement. Received personal data is subject to neither profiling nor automatized decision making. The Buyer does not intend to transfer personal data to a third country nor to an international organization. Person in question has the right on the basis of written application or personally by the Buyer to:
     1. Request access to own personal data and correction, deletion or limitation of processing of own personal data;
     2. Object processing of own personal data;
     3. Transferability of personal data;
     4. File a motion to start proceeding at the Personal Data Protection Office of the Slovak Republic. For further information please see the website of the Buyer (hereinafter only „**Information on Personal Data Protection** “).
  2. Signing the Contract the Supplier confirms:
     1. Correctness and truthfulness of personal data relating to him and stated in this Contract;
     2. Information on Personal Data Protection was provided to him;
     3. Having informed within the scope established by generally binding legal regulations other persons, whose personal data he has provided to the Buyer in relation to conclusion of this Contract, on conditions of processing their personal data (e.g. contact persons, employees, representatives, sub-suppliers).
  3. The Supplier during performance of works according to this Contract shall not violate prohibition of illegal employment in terms of the Act No. 82/2005 Coll. on Illegal Work and Illegal Employment and on the change and amendment of certain laws, as amended (hereinafter only „Act on Illegal Work and Illegal Employment“) and declares that the Work will not be performed by any employee who would be illegally employed either directly by the Supplier or by his sub-suppliers. In case a penalty or any other sanction is imposed or a claim is raised upon the Buyer as a result of violation of aforesaid commitment or untruthfulness of aforesaid declaration or failure of the Supplier to fulfil obligations arising from the Act on Illegal Work and Illegal Employment the Supplier shall reimburse the Buyer in full. Such conduct of the Supplier will be deemed essential violation of this Contract with the Buyer having right to withdraw from the Contract.
  4. The Supplier shall ensure observance of the Principles of Work and Behaviour of the Employees of the Supplier.
  5. Following annexes form an integral part of the Contract:

|  |  |
| --- | --- |
| **List of Annexes:** | |
| 1. | Project Documentation |
| 2. | Price |
| 3. | Bill of Quantities |
| 4. | Time Schedule of Works |
| 5. | List of Sub-Suppliers |
| 6. | Principles of Work and Behaviour of the employees of the Supplier |

* 1. This Contract was made in three (3) copies, two (2) for the Buyer and one (1) for the Supplier.

|  |  |
| --- | --- |
| In ........................... date ............................ | In ........................... date ............................ |
| **Buyer:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Odvoz a likvidácia odpadu, a.s. in shortened form: OLO a.s.**  [name, surname, position] | **Supplier:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **[business name]**  [name, surname, position] |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Odvoz a likvidácia odpadu, a.s**. **in shortened form: OLO a.s.**  [name, surname, position] | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **[business name]**  [name, surname, position] |