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| A blue flag with yellow stars  Description automatically generated | A logo with a flag  Description automatically generated with medium confidence | A close-up of a sign  Description automatically generated | A blue circle with text  Description automatically generated |

---------------------------------------- **MODEL CONTRACT** -----------------------------------------

**CONTRACT**

**for**

**development and implementation of an electronic platform for identification of systemic anomalies in public procurement** **and oversight of public expenditures**

(here and after referred as "the Contract")

Concluded by

**REGIONALNI DIALOG, Zavod za organizacijo prireditev in raziskovanje, Kalce 5J, 1370 Logatec**, Identification number: 3456765000, Tax number: SI 32476728, represented by Katja Geršak, director (hereinafter referred to as the "**Contracting Authority**")

and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** Identification number: \_\_\_\_\_\_\_\_\_, Tax number: \_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the " **Contractor**")

**PRELIMINARY OBSERVATIONS**

**Article 1**

**(Introductory provision)**

The Parties acknowledge that:

* the Contracting Authority has carried out a public procurement procedure for ...No \_\_\_\_\_\_\_\_\_\_, published on \_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_;
* the contractor with whom this contract is concluded has been selected as the economically most advantageous tenderer on the basis of the award decision no. \_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_;
* the technical specification, as Annex 1, forms an integral part of this contract;
* the tender submitted by the contractor no. \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_ as Annex 2 shall form an integral part of this contract;
* prior to the conclusion of this contract, the Contractor has submitted to the Contracting authority, in accordance with the Act on Integrity and Prevention of Corruption (ZIntPK - Official Gazette of the Republic of Slovenia, no. 69/11 – UPB, as amended), a declaration on the participation of natural and legal persons in the ownership of the Contractor, including the participation of silent partners, as well as on the economic entities which, in accordance with the provisions of the Act governing commercial companies, are deemed to be affiliated companies with the Contractor.

**Article 2**

**(Subject of the contract)**

The subject of the contract is the development and implementation of an electronic platform for the identification of systemic anomalies in public procurement and monitoring of public expenditures (hereafter: the Information System), all in accordance with the technical specifications of the contracting authority and the contractor's tender referred to in Article 1 of this contract.

**Article 3**

**(Phases and deadlines)**

The Contractor undertakes to start carrying out the works no later than eight (8) days after the Contract has been signed by both Parties, unless otherwise agreed in writing between the Parties.

The Contract will be carried out in phases, as set out in Annex 3, which shall form an integral part of this Contract. Annex 3 also sets out the deadlines for completion of each phase, more detailed descriptions and requirements of the subject matter of the contract.

**Article 4**

**(Changes to the scope of the service)**

The Contracting Authority reserves the right to modify the scope of services of a particular phase.

Changes may include services related to the development of the Information System (e.g. a change in legislation that would affect the development of the Information System differently than originally planned, the development of additional functionalities of the Information System, services related to ensuring information security, unforeseen developments in the technological environment (development of artificial intelligence, etc.).

The total value of the services which may be requested under this Article may not exceed 10 % of the contract value, including VAT.

If the Contracting Authority requires a modification, it shall inform the Contractor thereof and shall provide the Contractor with a written amendment to the contract specifying the nature and extent of the modification, the impact on the contract price and the timetable for performance, and any other relevant conditions of performance. If the Contractor refuses to sign the amendment without good reason, this may lead to termination of the contract.

**Article 5**

**(Value and payment method)**

The total estimated contract value is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR including VAT.

The estimated value of the first phase amounts to 5 % of the total estimated contract value.

The estimated value of the second phase amounts to 9 % of the total estimated contract value.

The estimated value of the third phase amounts to 9 % of the total estimated contract value.

The estimated value of the fourth phase amounts to 18 % of the total estimated contract value.

The estimated value of the fifth phase amounts to 5 % of the total estimated contract value.

The estimated value of the sixth phase amounts to 25 % of the total estimated contract value.

The estimated value of the seventh phase amounts to 6 % of the total estimated contract value.

The estimated value of the eight phase amounts to 6 % of the total estimated contract value.

The estimated value of the ninth phase amounts to 5 % of the total estimated contract value.

The estimated value of the tenth phase amounts to 4 % of the total estimated contract value.

The estimated value of the eleventh phase amounts to 4 % of the total estimated contract value.

The estimated value of the twelfth phase amounts to 4 % of the total estimated contract value.

VAT is charged in accordance with the Contracting Authority’s applicable legislation.

The prices in EUR, including VAT, include all costs related to the performance of the subject-matter of the contract (including tolls, mileage, parking, meetings, etc.) and are fixed for the entire duration of the contract. No other costs will be recognised or paid by the Contracting Authority.

**Article 6**

**(The method of payment for the services provided)**

Upon completion of each phase, the Contractor shall invoice the Contracting Authority on the basis of a signed handover report. The amount invoiced for the execution of a particular phase shall not exceed the estimated value of that phase as set out in Article 5 of this Contract.

Payment of the invoice shall be conditional upon the enclosure of a specification of the services provided.

Invoices shall indicate the contract number which is the legal basis for the invoice.

The Contracting Authority shall pay the invoice into the Contractor's transaction account.

The payment is due within 30 days of the official receipt of the invoice. In the event of late payment, the Contracting Authority shall pay the Contractor default interest at the legal default rate.

The Contractor may not, without the written agreement of the Contracting Authority, arbitrarily charge for work which has not been ordered.

**Article 7**

**(Supervision of the contractor's work)**

The Contracting Authority shall have the right to supervise the Contractor's work under this Contract.

The Contracting Authority may carry out a supervisory inspection to verify any of the Contractor's obligations under this Contract if the Contractor:

* is performing the services under this Contract in accordance with the requirements of this Contract;
* implements or complies with technical and other security measures relating to the protection of data or the quality of the services provided;
* complies with financial regulations in the sense of audit control;
* complies with the regulations applicable to the services which are the subject of this Contract.

The Contractor agrees to cooperate actively and to provide all required documentation and reports in any supervisory or audit procedures of the competent authorities.

**Article 7**

**(The obligations of the contractor)**

The Contractor undertakes to:

* perform its tasks in a professional and workmanlike manner and with the care and diligence of a good professional;
* engage the experts identified by name in the tender for the project, provided that the experts may not be replaced on the project except with the agreement of the Contracting Authority;
* perform its obligations within the contractually agreed deadlines and response times;
* use the most advanced and appropriate information technologies and methods in the performance of its obligations, in agreement with the Contracting Authority;
* The information system fully complies with all the technical descriptions, characteristics and specifications given in the tender and tender documentation and agreed upon between the Contracting Authority and the Contractor at the time of implementation;
* the Contracting Authority shall acquire all rights relating to the use of the Information System and the Contractor shall perform all obligations relating to the handover of the Information System to the Contractor for use;
* when upgrading to new versions of the Information System or when upgrading and updating the Information System, the Contracting Authority 's administrators will be provided with updated technical and user documentation of the Information System (a clean copy of the technical and user documentation that was provided to the Client at the end of the project);
* comply with the Code of Ethics for Informatics Professionals as prescribed by the Slovenian Informatics Society;
* remedy, free of charge, any vulnerabilities identified by a penetration test, which may be carried out by the Contracting Authority at any time during the term of the contract. The time limit for rectification shall not exceed 60 days;
* provide training to the users of the Information System;
* on termination of the contractual relationship, hand over to the Contracting Authority user manual and technical manual in ENG,
* on termination of the contractual relationship, hand over to the Contracting Authority all applications and data contained in the Information System in a form suitable for further use and electronic processing.

**Article 8**

**(The contractor's right and obligation)**

The Contractor shall have the right and the obligation to propose, on the basis of the results of the system analysis, changes to the models, objects and other elements of the information system which form part of the technical specifications of the Contracting Authority, should it be considered that such changes are necessary for technical reasons. The implementation of these changes shall be subject to a professional agreement between the Contracting Authority and the Contractor.

**Article 9**

**(The obligations of the contracting authority)**

In performing its obligations under this Contract, the Contracting Authority shall ensure to the Contractor:

* the participation of the Contracting Authority's experts in the definition of the content and technical conditions;
* providing answers to additional substantive and technical questions from the Contractor;
* the cooperation and full assistance of the providers of other information systems at the Contracting Authority, if integrations with other information systems are required;
* participation in the verification of the mid-term results of the project;
* verification of the operation of the Information System in accordance with the technical requirements for the operation of the Information System and other business rules of the Contracting Authority or third parties;
* use of the Information System in accordance with the instructions;
* informing the Contractor in a timely manner of its organisational business intentions that will result in major enhancements to the Information System;
* adhering to the Contractor's agreed response times and addressing time-critical tasks in a timely manner;
* provide in a timely manner all data and information required by the Contractor in the course of its work.

**Article 10**

**(Subcontracors)**

*(shall be taken into account in the case where the contractor is subcontracting)*

The Contractor shall carry out the work under this Contract jointly with the following subcontractor(s):

|  |  |
| --- | --- |
| Name of subcontractor: |  |
| Registration number: |  |
| Tax number: |  |
| The type, quantity and estimated value of the work that the contractor intends to subcontract: |  |
| The subcontractor requests direct payment: |  |

*(Note: If there are several subcontractors, the above information shall be given for each subcontractor separately and the remainder of this Article shall be amended accordingly, depending on the number of subcontractors.)*

During the performance of this Contract, the Contractor shall notify the Contracting Authority of any changes to the information referred to in this Article and shall send the Contracting Authority information on new subcontractors no later than five (5) days after the change. In the event of the inclusion of new subcontractors, the Contractor shall, inter alia, submit information and documents to the Contracting Authority together with the notification:

* contact details and legal representatives of the new subcontractors;
* completed forms and declarations in accordance with the tender documentation; and
* the new subcontractor's written request for direct payment, if the new subcontractor so requests.

The contractor shall be fully responsible to the contracting authority for the performance of the services covered by this contract.

The subcontractor may not subcontract the services accepted.

The Contracting Authority reserves the right at any time to inspect, at the place where the services are to be performed, the workers of any of the subcontractors carrying out the work. All workers shall be obliged to give the Contracting Authority truthful information.

/Direct payments to subcontractors under this contract are mandatory. The Contractor authorises the Contracting Authority to pay directly to the subcontractors, on the basis of certified invoices, the work to be carried out by them under this Contract. The Contractor shall be obliged to attach to the invoice the previously certified invoices of the subcontractor(s) who have provided services under the Contract.

/If the subcontractor does not request direct payment, the Contractor shall, upon request, send to the Contracting Authority, no later than the 60th (sixtieth) day after payment of the final invoice, a written declaration by the Contractor and a written declaration by the subcontractor that the subcontractor has received payment for the services performed directly related to the subject-matter of the contract.

OR

*(to be taken into account if the contractor does not subcontract)*

During the performance of this Contract, the Contractor shall notify the Contracting Authority of any changes to the information referred to in this Article and shall send the Contracting Authority information on new subcontractors no later than five (5) days after the change. In the event of the inclusion of new subcontractors, the Contractor shall, inter alia, submit information and documents to the Contracting Authority together with the notification:

* contact details and legal representatives of the new subcontractors;
* completed forms and declarations in accordance with the tender documentation; and
* the new subcontractor's written request for direct payment, if the new subcontractor so requests.

The contractor shall be fully responsible to the contracting authority for the performance of the services covered by this contract.

The subcontractor may not subcontract the services accepted.

The Contracting Authority reserves the right at any time to inspect, at the place where the services are to be performed, the workers of any of the subcontractors carrying out the work. All workers shall be obliged to give the Contracting Authority truthful information.

/Direct payments to subcontractors under this contract are mandatory. The Contractor authorises the Contracting Authority to pay directly to the subcontractors, on the basis of certified invoices, the work to be carried out by them under this Contract. The Contractor shall be obliged to attach to the invoice the previously certified invoices of the subcontractor(s) who have provided services under the Contract.

/If the subcontractor does not request direct payment, the Contractor shall, upon request, send to the Contracting Authority, no later than the 60th (sixtieth) day after payment of the final invoice, a written declaration by the Contractor and a written declaration by the subcontractor that the subcontractor has received payment for the services performed directly related to the subject-matter of the contract.

**Article 11**

**(The manner in which the works will be performed)**

The Parties shall coordinate the tasks at regular coordination meetings at the Contracting Authority's premises or by videoconference. The frequency of the meetings will be agreed between the Contracting Authority and the Contractor at the kick-off meeting.

Each Party shall ensure that its Project Manager is available to the other Party's Project Manager from 8:30 a.m. to 3:00 p.m. CET on each working day; in the event of his absence, the Party shall provide an equivalent substitute and inform the other Party's Project Manager of the substitute.

The Contractor shall respond to questions or suggestions from the Contracting Authority within 24 hours.

The Contracting Authority envisages the following way of working on the project:

* Contractor's status reports on the project or progress reports during the course of the project, the format and frequency of which will be proposed by the Contracting Authority and agreed with the Contractor at the kick-off meeting;
* the use of an agreed method for monitoring developments and exchanging information, to be agreed in detail between the Contracting Authority and the Contractor at a meeting prior to the start of the works.

**Article 12**

**(Financial collateral for remedying faults/defects within the warranty period)**

The Contractor shall provide the Contracting Authority with a financial collateral for the remedying of faults/defects within the warranty period equal to 5 % of the total contract value in EUR, including VAT, in the form of a bank guarantee or a deposit insurance, no later than at the day of the final hand-over of the works under this Contract (the date of signature of the acceptance report after the final version has been approved). The period of validity of the financial collateral shall be 30 days longer than the warranty period.

The financial collateral must be unconditional, payable on first demand, redeemable in the Republic of Slovenia, in accordance with the Uniform Rules for Demand Guarantees (URDG, 2010 audit) and form set out in the tender documentation.

The Contractor shall guarantee the rectification of faults/defects in the Information System. The Contractor undertakes to remedy all faults and defects within the warranty period (minimal 1 year after successful handover of the Information System*/ shall be adjusted accordingly according to the warranty period offered*) as soon as possible after the Contracting Authority's notification of a fault/defect, at the Contractor's expense, or, if this is not possible, to produce another functionally equivalent solution.

During the warranty period, the Contractor undertakes to repair/correct, free of charge, any malfunctions of the system and its upgrades and adaptations and any deviations in the operation thereof from the Contracting Authority's subject specifications, or, if this is not possible, to produce a functional replacement solution, without the Contracting Authority being able to request additional modifications free of charge under the warranty.

The Contracting Authority shall immediately report to the Contractor any defects which it discovers itself or which it becomes aware of from its end-users of the system.

The Contractor shall remedy the defect within 30 days of the defect being reported, unless otherwise agreed in writing between the parties.

If, after acceptance by the Contracting Authority, the Contractor discovers material deviations from the requirements specification, the Contractor shall remedy any such deviations within 5 working days of receipt of the Contracting Authority's notification or as agreed with the Contracting Authority.

If the Contractor has already invoiced and the non-conformity has not yet been rectified, the Contracting Authority shall withhold payment until the non-conformity has been rectified or/and redeem the financial collateral provided.

The redemption of the financial collateral shall not relieve the Contractor of its obligation to refund to the Contracting Authority the amount of the difference between the amount of the actual damage suffered as a result of the Contractor's failure to comply with its obligations under this Contract and the amount of the financial collateral which has been redeemed.

**Article 13**

**(Contractual penalty)**

Where the Contractor, through no fault of his own, fails to meet the deadlines agreed in this Contract or the deadlines for performance as extended by agreement, the Contracting Authority may claim a contractual penalty of 1 % of the value of the amount referred to in Article 5(1), inclusive of VAT, for each day of delay, up to a maximum of 10 % of the value of the amount referred to in Article 5(1), inclusive of VAT.

If the Contractor fails to implement the Contracting Authority's request within the time limit agreed in the request, unless objective circumstances make this impossible, the Contractor shall also be liable to pay the Contracting Authority any damages incurred.

Objective circumstances shall be considered to be circumstances arising after the conclusion of the contract which were not known to the Contractor at the time of conclusion of the contract and which the Contractor could not have avoided or averted their consequences.

If the Contractor is so delayed in the performance of the contractual services that the Client is likely to suffer damage or loss of performance, the Contracting Authority may terminate the contract and claim compensation for the actual damage.

The Contractor shall not be liable for the timely performance of the services in question if the Contracting Authority fails to fulfil all its obligations. If the Contracting Authority defaults in the performance of its obligations, the time limits for the performance of the services by the Contractor shall be extended by the period of such default.

The contractual penalty or the cover for the replacement service shall be accounted for in subsequent payments to the Contractor or, if this is not possible, a separate invoice shall be drawn up in respect thereof, which shall be payable by the Contractor within eight days of receipt.

The Parties agree that, in the event of delay in performance, the Contractor need not be notified separately of the retention of the right to charge a contractual penalty at the time of acceptance of performance, but that the contractual penalty shall be charged in accordance with the provisions of this Contract in the event of any delay without notice.

**Article 14**

**(Intellectual rights)**

All data processed in all versions of the Information System are the property of the Customer.

For products resulting from the performance of this Contract and having the character of a work of authorship, the acceptance and payment of the Contract shall transfer to the Contracting Authority, without limitation as to space and time, the material copyright. The copyright transferred shall enable the Customer to commission anyone to process, modify, upgrade and maintain the product.

The Contractor warrants that there is no third party, natural or legal, who owns any moral or material copyright in the copyright works which are the subject of this Contract, which may result in restrictions on the processing, reworking, upgrading and maintenance of the product which is the subject of this Contract, and that the Contracting Authority may lawfully dispose of the copyrights transferred by this Contract, allowing the Contracting Authority to process, rework, upgrade and maintain the product which is the subject of this Contract without restriction.

The computer source code of the Information System which is the subject of this Contract shall become the property of the Contracting Authority upon completion of the handover.

**Article 15**

**(protection of business secrets and personal data)**

Any information acquired or made known by the Contractor in the course of the performance of its obligations under this Contract shall be considered a business secret.

The Parties shall separately conclude an agreement or contract on the protection of personal data and business secrets.

The Contractor shall, during the performance and after termination of this Contract, also protect all other confidential information and data acquired by it in the performance of this Contract and shall not disclose it to any third party, whether an individual, firm, association, corporation or any other entity, for any reason or purpose whatsoever.

In the event that the Contractor discloses to third parties, without written authorisation, information acquired in the performance of this Contract, the Contractor shall be liable to compensate the Contracting Authority for any damage resulting therefrom.

The Contractor shall inform all persons involved on its side in the implementation of this Contract (i.e. participating in any way in the implementation of the project which is the subject of this Contract) that, in the course of their work, they may come into contact with confidential and personal information and information which constitutes a business secret and that they must exercise the utmost care when dealing with such information and data.

The Contractor shall ensure that it has a permissible legal basis for the processing of any personal data.

**Article 16**

**(force majeure)**

# Neither party to this Contract shall be liable for any breach of this Contract to the extent that the impossibility of performance of the Contract or of particular provisions thereof is due to unforeseen or unexpected events commonly known as force majeure or to actions of the State or of other competent administrative authorities which are beyond the control of the parties and which could not have been anticipated, prevented or waived by the parties.

# The Party affected by any of the events referred to in the preceding paragraph shall promptly notify the other Party in writing of the same, as well as of the estimated extent and duration of the inability to perform its obligations under this Contract.

# The Party which has notified the other Party of the occurrence of a force majeure event shall immediately notify the other Party in writing of its termination.

# The party affected by any event or action referred to in this Article shall remain liable for the performance of all its other obligations not affected by such event or action.

**Article 17**

**(Contract administrators)**

The Contract Administrator on the Contracting Authority's side is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, tel. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The contract administrator on the Contractor's side is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, tel. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Article 18**

**(The anti-corruption clause)**

The Contract shall be void if any person, in the name or on behalf of the Contractor/Subcontractor, promises, offers or gives any unauthorised advantage to the Contracting Authority or the Contracting Authority's representative in order to

* to obtain business al
* to obtain a contract on more favourable terms al
* to omit to exercise due control over the performance of the contractual obligations al
* for any other act or omission which has the effect of causing damage to the contracting authority or of conferring an undue advantage on a representative of the contracting authority, the contractor/subcontractor or his representative, agent or intermediary.

**Article 19**

**(The transparency)**

The Contractor shall, at the request of the Contracting Authority, provide the Contracting Authority, within eight days of receipt of the request, with information on:

* its founders, partners, shareholders, limited partners or other owners and the ownership interests of those persons,
* the economic entities which, in accordance with the provisions of the law governing companies, are deemed to be related companies.

**Article 20**

**(Withdrawal from a contract)**

The Contracting Authority has the right to withdraw from the Contract at any time by giving 3 months' notice. The cancellation must be in writing.

In the event of material or repeated breaches of the provisions of the contract, either party may withdraw from the contract. In this case, the withdrawal period shall be 30 days. The period shall begin on the day following receipt of the other party's written withdrawal. In the event of the notice period being invoked, the parties shall give prior written notice of the material or repeated breaches, with a reasonable period of time for remedying the deficiencies.

Termination of the Contract shall be without prejudice to claims for damages and contractual penalties, and shall not affect the Contracting Authority's payment obligations under this Contract which have accrued during the term of the Contract.

**Article 21**

**(interpretation of contractual clauses)**

The Parties shall apply the Code of Obligations (Official Gazette of the Republic of Slovenia, No. 97/07 - Official Consolidated Text, No. [64/16](http://www.uradni-list.si/1/objava.jsp?sop=2016-01-2761) - Decree of the US and No [. 20/18](http://www.uradni-list.si/1/objava.jsp?sop=2018-01-0865) - OROZ631) to the interpretation of the individual provisions of the Contract and to other relations and issues that are not regulated between the Parties under this Contract.

**Article 22**

**(Amendments and additions to the contract)**

Amendments and additions to the Contract shall be valid only if in writing and signed by all the parties to the Contract.

**Article 23**

**(Dispute settlement)**

The Parties agree to resolve any disagreements or disputes primarily by mutual agreement, failing which the competent court in Ljubljana shall have jurisdiction.

**Article 24**

**(Validity and duration of the contract)**

The Contract shall enter into force on the date on which it is signed by both parties.

The Contract shall remain in force until all contractual obligations have been fulfilled.

**Article 25**

**(Final provisions)**

*The contract is signed electronically.*

or

*This Contract is drawn up in two identical copies, one of which shall be given to each party.*

|  |  |
| --- | --- |
| Date: \_\_\_  No.: \_\_\_  Contractor: | Date: \_\_\_  No.: \_\_\_  Contracting Authority:  REGIONALNI DIALOG - |