

ANNEX 9. CONTRACT PROPOSAL

DENT GRUPA d.o.o., Ferensčica I. 61, 10000 Zagreb VAT no.: 75346143945, represented by the director Irena Jurković Milković (hereinafter: Contracting Authority) and

..... (name, address, VAT no.) which is represented by _____ (hereinafter: Contractor) have concluded the following:

CONTRACT no. ____/2020.
FOR THE DEVELOPMENT AND INTRODUCTION OF THE CUSTOM MADE ICT
BUSINESS SOLUTION SERVICES
(Procurement ref. no:01/2020)

SUBJECT OF THE CONTRACT

Article 1.

- (1) The subject of this Contract is development and introduction of the custom made ICT business solution services (hereinafter: services) in accordance with the Project Assignment and the Contractors' bid no. _____ dated _____, which are attached and are integral part of this Contract.
- (2) The subject of this Contract is co-financed by the EU fund, Call: "Improving the competitiveness and efficiency of SMEs through information and communication technologies (ICT) - 2" (Reference KK.03.2.1.19 - version 1).

PRICE

Article 2.

- (1) The price of services under this Contract, excluding VAT, is:
_____ HRK/EUR
(In writing: _____) or
_____ HRK/EUR with VAT
(In writing: _____).
- (2) The unit prices from the Bill of Quantity that is an integral part of the Contractors' bid are fixed for the entire term of the Contract.

PAYMENT METHOD

Article 3.

- (1) Payments will be made within 30 (thirty) days of receipt of the invoice for the service rendered, according to the following situations:
 - 25% of the contracted amount in advance based on the signed contract;
 - 50% of the contracted amount upon submission of the source code;
 - the remaining 25% of the contracted amount after the final testing and mutual signing of the Minutes on services performed.

if applicable:

- (2) *Part of this Contract is subcontracted, as follows:*

- a. *Services, quantity and value of the service will be carried out by subcontractors: according to attached Annex 1. submitted by the Contractor;*
- b. *Data on subcontractors:*
 - (1. Subcontractor, address, identification number, IBAN) [fill in]
 - (2. Subcontractor, address, identification number, IBAN) [fill in]

- (3) *The Contractor must enclose all previously verified invoices of its subcontractors.*

- (4) *The part of the contract, which is provided by the subcontractor pursuant to this Article, the Contracting Authority may pay directly to the subcontractor/s on their account.*

SPECIAL CONDITIONS

Article 4.

- (1) For new software development, the Contractor establishes and assigns to the Client the exclusive right of use without limitation with regard to the content, time or space of the software delivered, created or modified for the Client which includes source code, with all rights to programs, documents, concepts and notices available as part of the performance of the Contract. The Contractor does not transfer the know-how to the Client and it remains exclusively his property.
- (2) The Contractor, directly or indirectly (its employees and its subcontractors, partners and other legal and physical entities with which it has relations), is not allowed to use the implemented solutions, procedures and templates, scripts and developed source code for commercial purposes nor sell;
- (3) The sale of the solution / product from this contract can be offered to a third party only in case of joint performance of the contracting parties towards the third party.
- (4) Independently (without the participation of the employees of the Contracting Authority) and jointly developed and implemented solutions and modules including executable code, procedures, scripts and source code and all documents created in the framework of this Contract, are the exclusive property of the Contracting Authority, which the Contractor is obliged to deliver to the Contracting Authority when signing the Record of executed services which will state that the software has been successfully developed, installed, configured and implemented. The Contractor also hands over to the Client the source code, which does not become the exclusive property of the Client, and thus remains the exclusive property of the Contractor.
- (5) The Contracting Authority has the right, on the mechanical and system equipment that is in the Contracting Authority's property to use the software without any limitations on the number of users.
- (6) The Contracting Authority will have the right to unimpeded and unrestricted use of all deliveries arising under this Contract, and as a basis for future upgrades of the application, without further approval and additional fees of the Contractor.
- (7) The Contractor should produce the software solution and all supporting documentation in English and the Latin alphabet.

PLACE OF THE SERVICE'S IMPLEMENTATION

Article 5.

Place of service's performance at the site of the Contractor's headquarters, and if necessary Contracting Authority headquarters.

DEADLINE FOR CONTRACT'S IMPLEMENTATION

Article 6.

The Contractor agrees to provide the complete services within 5 months from the date of the signed Contract.

OBLIGATIONS OF THE CONTRACTOR

Article 7.

- 1) The Contractor is required to comply with the terms of this Contract, the usual standards and professional standards for that type of service.
- 2) If the Contracting Authority, no later than 7 working days after the receiving reports, finds deficiencies in the terms of the quality of provided service, it is obliged to immediately inform the Contractor for the purpose of correcting such deficiencies.
- 3) The Contractor agrees in the shortest possible manner, and no later than 7 working days after receiving the notice by Contracting Authority, correct noted deficiencies.
- 4) The Contractor is obliged to inform in writing without delay if during the contract's implementation an expert for whom the Contractor submitted a CV and for whom all invitation requirements have

been proven, is to be replaced by another expert who meets the required conditions, and deliver all the required data about the replaced expert.

- 5) Any costs associated with the replacement of experts shall be borne by the Contractor.
- 6) The Contractor must, on its own initiative propose a replacement in the following cases:
 - a) in case of a planned absence (e.g. the use of vacation, etc.).
 - b) in the event of death, disease or accident;
 - c) if a replacement becomes necessary for any other reason over which the Contractor has no influence (e.g., resignation, etc.).
- 7) The Contractor must propose the replacement of the expert whose name is mentioned in the Contract within seven days from the first day of their absence.
- 8) The Contracting Authority must approve or reject the proposed replacement within 7 days.
- 9) The Contractor undertakes to apply the best practices in the field of information security, as well as all laws governing the area of information security.

COMMUNICATION

Article 8.

The Contracting Parties, as their representatives for monitoring the quality of the provided service and fulfillment of all undertaken obligations in accordance with this Contract, appoint:

1. for the Contracting Authority: _____;
2. for the Contractor: _____.

SUBCONTRACTORS

Article 9.

- (1) The Contractor shall perform the services that are the subject of this Agreement independently.

alternatively:

(1) For the performance of services _____ The Contractor has hired a subcontractor: _____, who will perform the services within _____ HRK without VAT, or in the value of _____ HRK including VAT.

(2) For the performance of services _____ The Contractor has hired a subcontractor: _____, who will perform services in the amount of _____ HRK without VAT, or in the amount of _____ HRK including VAT.

(3) The participation of subcontractors does not affect the responsibility of the Contractor for the execution of this Contract.

(4) If part of the contract transferred to subcontract, then for goods or services that will subcontractor/s delivery or supply, the Contracting Authority may pay directly to subcontractor/s.

(5) The Contractor is obliged to establish an invoice / situation for the client which was on the total amount of calculated works (Contractor and subcontractor) and especially pointed out the amount related to the services performed by the Contractor and each individual subcontractor.

PERFORMANCE GUARANTEE FOR THE FULFILMENT OF THE CONTRACT

Article 10.

- 1) The Contractor shall, within fifteen (15) days of the signing of this Contract, submit a Performance guarantee for the fulfilment of the contract in case of a breach of contractual obligations as a bank guarantee or cash deposit.

- 2) In the case of delivery of a bank guarantee, it must be unconditional to the "first call" and "no objection" in the amount of 10% (ten percent) of the total value of the contract without VAT. The bank guarantee for the proper performance of the contract in case of breach of contractual obligations must have a validity period equal to the validity period of this Contract with a respiratory period of 30 days. The bank guarantee for the proper performance of the contract will be protested (charged) in case of breach of contractual obligations.
- 3) Instead of the aforementioned guarantee, the Contracting Authority may provide a guarantee in the form of a cash deposit. The deposit is paid in the appropriate amount to the Contracting Authority (IBAN: HR792340009151077953, model: HR00, reference number: 01-2020- Bidders' VAT ID, SWIFT: PBZGHR2X).

CONTRACTUAL PENALTY

Article 11.

- 1) If there is a delay in the execution of services contrary to the manner and time limits stipulated in Article 6 of this contract due to a Contractor's fault, or after submitting a written complaint and the deadline for the elimination of the deficiencies, the Contractor agrees to pay the Contracting Authority a contractual penalty for each day of delay in the amount of 5‰ (five promilles) of the total contracted value (excluding VAT) stipulated in Article 2., paragraph 1 of this contract. The contractual penalty in its entirety may not exceed 10% of the total cost (excluding VAT) of Article 2, paragraph 1 of this contract.
- 2) The contractual penalty is not calculated in the following cases:
 - a. Conditions of force majeure,
 - b. Special arrangements between the authorized representatives of the Contracting Authority and Contractor,
 - c. In the event that there has been a request to change the application of the Contracting Authority, which is not tested and verified on the pre-production environment at least 24 hours prior to release into production.

PERSONAL DATA PROTECTION

Article 12.

- 1) In the case of personal data processing, the Contractor undertakes to comply with all positive legal regulations on personal data protection in the processing of personal data of the Client and third parties and will not process personal data.
- 2) The Contractor shall take all reasonable steps to ensure the reliability of any employees or any contracted subcontractors who may have access to personal data, provided in each case that access is strictly limited to those individuals who need access to relevant personal data of the Contracting Authority, which are essential for purposes of this Contract.
- 3) Taking into account the state of technology, cost of implementation, the nature, scope, context and purpose of the processing, as well as the risk of the probability and severity of the violation of the rights and freedoms of natural persons, the Contractor in connection with the personal data of the Contracting Authority, should take appropriate technical and organizational measures to ensure a level of safety which corresponds to this risk, including, where appropriate, the measures referred to in Article 32, paragraph 1 of the GDPR. In assessing the appropriate level of security, the Contractor should take particular account of the risks that can arise from data processing.
- 4) The Contractor shall, without delay, within maximum 24 hours of becoming aware, notify the Contracting Authority of the violation of personal data that affects the personal data of the Contracting Authority, providing sufficient information to be able to fulfil all obligations of the informing of the violation of personal data.

CONTRACT TERMINATION

Article 13.

- 1) The Contracting Parties agree that this Contract may be terminated unilaterally in case of the violation of the essential provisions of this Contract by written notification.
- 2) In case of the intentional contract termination as per mentioned in the paragraph above, a party that wishes to terminate the contract shall state the reason for the termination and leave the other party reasonable time appropriate for the proper fulfilment of contractual obligations. If the other party does not fulfil its obligation within given reasonable time, the contract shall be terminated upon the expiration of that period.
- 3) The Contracting Party who has suffered damage by failing to fulfil or undue fulfilling contractual obligations of the other contracted party is entitled to compensation for actual damage incurred under the provisions of the Croatian Law on Obligations, whereby the amount of punishment can not be greater than the amount of the contract value.
- 4) In the event of the termination of the contract by the Contracting Authority due to the Contractor's fault, the Contracting Authority will charge a performance guarantee for the fulfilment according to Article 9 of this Contract and shall be entitled to damages exceeding the contractual penalty, but at the same time does not exceed the amount of the contract value.

DISPUTE RESOLUTION

Article 14.

- 1) The Contracting Authority and Contractor agree to resolve all the possible issues that would result from this Contract in the spirit of good business practice.
- 2) If the parties fail to reach an amicable settlement of the dispute, any disputes arising under this Contract, the parties will resolve at the really competent court of the party, which violates the contract.

FINAL PROVISIONS

Article 15.

- 1) This Contract shall enter into force with the signatures of the authorized representatives of both parties.
- 2) This Contract may be modified only in writing, with the consent of both parties.
- 3) This Contract is drawn up in four (4) identical copies, which each Contracting Authority and Contractor retain two (2) copies.

FOR CONTRACTOR

FOR CONTRACTING
AUTHORITY
