

DARS, MOTORWAY COMPANY IN THE REPUBLIC OF SLOVENIA
DARS, d.d.

CHAPTER 4

DRAFT CONTRACT

for

Quality Supervision During the ETS Operation Phase

July 2017

Project No.: 2017/000084 ETS Quality Control in the Operating Phase

the Contracting Entity DARS No.

the Contractor: No.

the CONTRACTING ENTITY: DARS, d.d. Družba za avtoceste v Republiki Sloveniji d.d., Celje,
Ulica XIV. divizije št. 4, represented by the Management Board

VAT identification No.: SI92473717

Registration number: 5814251

Transaction account number: SI56 0510 0800 0069 735 at ABANKA d.d.

and

the CONTRACTOR:
represented by

Registration number:

VAT identification No.: SI.....

Transaction account number opened at bank

conclude the following:

AGREEMENT

Quality Supervision During the ETS Operation Phase

I. PRELIMINARY PROVISIONS

Article 1

The Contracting Parties initially note that:

- the Contracting Entity announced on the public procurement portal on an awarding procedure to select a contractor according to the open contract procedure under No. for the **Quality Supervision During the ETS Operation Phase**;
- the selected, most advantageous tender for the **Quality Supervision During the ETS Operation Phase** was that of the contractor in this Agreement;
- The Contractor's complete tender documents in the Annex constitute an integral part of this Agreement: No. dated (hereinafter: tender documents)
- The legal representative of the partner in the joint tender authorised the

Signature: ¹

legal representative of the lead partner, with the authorisation for the lead partner for the conclusion of the contract dated, to sign and conclude the Agreement in their name and on their behalf.

II. SUBJECT OF THE CONTRACT AND THE SCOPE OF CONTRACTUAL WORK

Article 2

The Contracting Entity awards this Agreement, and the Contractor assumes the implementation of the following services: **“Quality Supervision During the ETS Operation Phase”**.

The specification of awarded and assumed works is more accurately described in the ToR, which is an integral part of this Agreement.

Article 3

The Contractor undertakes to implement service quality supervision under this Agreement to the extent that is apparent from the Contractor's tender No. of and from the confirmed ToR.

The Contractor's tender and all annexes, which constitute the tender, are an integral part of this Agreement.

Article 4

The Contractor undertakes to carry out the services of quality supervision in accordance with the applicable legislation, technical regulations, norms and standards and the latest findings of research work, analysis and scientific advances in this field.

III. CONTRACTUAL PERIOD

Article 5

The agreement is entered into for the period of 40 months.

The Contractor shall begin preparing the service Level Assessment Methodology Model after being introduced to works.

The Contractor shall implement a virtual project organisation and present its supervising and internal revision capabilities within 30 days after the beginning of validity of this Agreement.

After concluding the Agreement, the Contracting Entity and the Contractor shall coordinate the schedule and define the deadlines for the following phases:

- phase A – service Level Assessment Methodology Model preparation

- phase B – development, initiation, and testing of the service Level Assessment Methodology Model
- phase C – coordination of the model with the ETS Contractor and the development to the ready-to-use phase
- phase D – service quality supervision

The Contractor shall supervise the service quality for 36 months. During the service quality supervision, the Contractor shall perform their tasks within the deadlines set out in Items 2.5.2 or 2.5.3 of the ToR. The Contractor shall inform the Contracting Entity in writing about the beginning of the service quality supervision.

Article 6

The Contractor shall also perform services in intermediate periods set by the Contracting Entity, either in writing or in accordance with the agreements at meetings.

If the Contracting Entity has reasonable doubts that the Contractor will not perform works within the deadlines set out in the first paragraph of this Article, the Contracting Entity has the right to request from the Contractor to take all necessary steps to perform the work in accordance with the deadlines set out in the first paragraph of this Article.

Article 7

The final date may be extended without consequences for the Contractor and the Contracting Entity only in the following cases:

- a) If the deadline modification is agreed upon by the Contracting Parties.
- b) If the Contractor fails to receive from the Contracting Entity all information that is necessary in order to carry out the subject of the Agreement.
- c) In the event of force majeure recognised as such by jurisprudence.

The Contracting Party responsible for the circumstances giving rise to the need to adjust the deadline shall immediately inform the other party of the occurrence of circumstances in writing no later than 3 (three) days after the occurrence of circumstances indicated in the previous paragraph.

VI. CONTRACTUAL VALUE

Article 8

The value of the Agreement works:

The Contract value of works excluding VAT:	EUR
The corresponding VAT amount:	EUR
The Contract price with VAT:	EUR

The Contract price with VAT in words: 00/100

The value of the pro-forma invoice price per unit shall not be changed until the conclusion of works.

The tender price shall include all costs for the tenderer's equipment, workers, management staff, assignment of copyright, knowledge transfer, training of the Contracting Entity's staff for an independent quality supervision, guarantees, taxes and duties and any other costs that may be required for the implementation of work, including all general risks, liabilities and obligations indicated in the Terms of Reference.

The hour value (hourly rate) is for one expert (person – hour) and includes all costs including transport costs to and from the location of works (mileage reimbursement, road toll etc.) including the time on the road, interpreter for the Slovenian language and note taking.

On this pro-forma invoice, the tenderer must also include the costs of its own premises that will be used to execute this contract in agreement with the Contracting Entity. The tenderer's premises will be used solely for coordination meetings, organisation and similar. The Contracting Entity shall not charge the tenderer for the performance of these activities on its premises.

The contract value of the works is fixed.

The tender quantities in the items 2.7, 3.8, 4.5 and from 5.1 to 5.6 of the tender pro-forma invoice are per unit and indicative. The Agreement follows the actually ordered, performed quantities confirmed by the Contracting Entity. The Contracting Entity is not required to order the implementation of the entire quantity scope. The Contracting Entity reserves the right not to order certain items and / or change the quantity of items listed in the pro-forma invoice depending on their needs.

The quantities in the pro-forma invoice items 1.1 and from including 2.1 to including 2.6 and from including 2.8 to including 2.10 are in the form of a package. The items from including 3.1 to including 3.5, the item 3.7 and the items from including 4.1 to including 4.4 are per unit and are paid in a monthly instalment; the items 1.2, 3.6, and 4.1 are per unit and are paid in a yearly instalment.

The Contracting Parties agree that in the event of amendments to legislation which affect taxes, fees and any other charges, they shall not change the Contract value or the extent of works under this Contract.

V. METHOD OF CALCULATION AND PAYMENT OF WORK PERFORMED

Article 9

The Contractor shall deliver the statement to the Contracting Entity by the third day of the month for the previous month.

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The Contracting Entity will pay to the Contractor for the performed services according to individual items from the pro-forma invoice as follows:

- 1.1, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.8, and 2.10 – after the successfully concluded model handover, handover of the equipment and licenses, transfer of title to the Contracting Entity; whereas the payment condition is a handover note and the first final monthly report confirmed by the Contracting Entity.
The Contractor must enclose to the Invoice which will include the item 2.6 from the pro-forma invoice an exact specification of the item 2.6 so that it will clearly show the separate costs of the purchase and implementation of the hardware and the cost of the purchase and implementation of the application software in line with accounting standards;
- Items 1.2, 3.6 in 4.1 – after each year, the condition for payment is a confirmed yearly report by the Contracting Entity.
- 2.7, 5.1, 5.2, 5.3, 5.4, 5.5, and 5.6 – in the monthly statement based on ordered, actually carried out hours, approved by the Contracting Entity, per value of hourly rate. The monthly statements must be enclosed in the monthly report. Type and description of works carried out and the list of names of persons with the number of working hours for each activity and work location shall be the mandatory annex of each monthly statement. In the statement, only the hours for the persons defined in this Agreement are included, all other persons nominated by the Contractor, in accordance with item 5.6, suffices the previous confirmation by the Contracting Entity. The condition for payment is a monthly report confirmed by the Contracting Entity. The condition for payment of services provided under the phases A, B, an/or C is a monthly report confirmed by the Contracting Entity.
- Item 2.9 – after the last final yearly report confirmed by the Contracting Entity.
- 3.1, 3.2, 3.3, 3.4, 3.5, 3.7, 4.2, 4.3, 4.4 – monthly, the condition for payment is a confirmed monthly report by the Contracting Entity.
- 3.8 – the monthly statement based on ordered, actually carried out measurements, approved by the Contracting Entity, per value of monthly rate. The monthly statements must be enclosed in the monthly report. Type and description of carried out measurements shall be the mandatory annex of each monthly statement. The condition for payment is a monthly report confirmed by the Contracting Entity.
- 4.5 – the monthly statement based on ordered, actually carried out presentation meetings approved by the Contracting Entity, per value of the tender rate for an individual meeting. The monthly statements must be enclosed in the monthly report. Type and description of works carried out and the list of names of persons with the number of working hours and meeting location shall be the mandatory annex of each monthly statement. The condition for payment is a monthly report confirmed by the Contracting Entity. The condition for payment of services provided under the phases A, B, an/or C is a monthly report confirmed by the Contracting Entity.

Article 10

The Contracting Entity is obliged to confirm the undisputed part of the statement within 15 days of receipt and to pay it within 30 days of receipt, under the condition of submitted relevant declaration for subcontractors and confirmed subcontractors' invoices, as referred to in Article 12 of the Agreement.

The Contracting Entity shall reject the parts of statement at issue.

Article 11

When a joint tender of a group of two or more partners is selected as the most advantageous tender, payments shall be made on the transaction account of each partner in accordance with the individual partner's share, as indicated in the statement.

Article 12

In the event that the Contractor (or a group of contractors in the case of joint implementation) carries out work through subcontractors who require direct payment, the Contractor shall authorise the Contracting Entity to pay directly to subcontractors based on the approved invoice or statement.

The Contracting Entity shall pay the subcontractor's claim against the Contractor instead of the Contractor for which the Contractor shall submit a declaration, which is an integral part of this Agreement. In this case, the Contractor (or in the case of joint implementation, individual partner in a group of contractors) is obliged to enclose to its invoice or statement confirmed subcontractors' invoices or statements, and a declaration that the enclosed invoices or statements involve all active subcontractors in the relevant month and that no subcontractor is left out. The declaration must be signed by the Contractor and all active subcontractors in the relevant month. The declaration must also be signed by subcontractors who did not carry out work in the current month and are involved in the Agreement implementation. The Contractor (i.e. in the case of joint implementation, individual partner in a group of contractors) shall sign a declaration even in the case when it has no nominated subcontractors.

It is considered that direct payment to subcontractors who require direct payments is obligatory. The Contracting Entity is obliged to pay the subcontractor's claim towards the main contractor instead of the main contractor, for which the Contractor shall submit a subcontractor's written consent, which is an integral part of this Agreement.

Direct payments to subcontractors shall not exceed the value of expected payments to the Contractor within a specified period (interim period). The Contracting Entity shall refuse to pay the invoice to the Contractor and subcontractor if the value of the issued invoice exceeds the value, which the Contractor may charge in a certain (interim) period in accordance with the provisions of this Agreement. The Contracting Entity shall make payment only after the Contractor issues the invoice and confirms the subcontractor's invoice in accordance with the provisions of this Agreement. In the case when the Contractor issues an invoice and / or confirms the subcontractor's invoice in contravention to the provisions of this Agreement, due to which payments will not be made in a timely manner, it shall not be entitled to receive default interest.

Article 13

If the Contracting Entity is in arrears in the payment of a confirmed invoice, the Contractor is entitled to calculate and receive payment of statutory default interest for all of the Contractor's claims towards the Contracting Entity from the date by which they should be paid in accordance with this Agreement.

VI. SUBCONTRACTORS

Article 14

Besides the Contractor, the following subcontractors are involved in the implementation of works:

(This indicated data will be entered into the Agreement based on annexes "Subcontractor information", which are enclosed to the tender – Chapter 6)

Name, full address, registration number, tax identification number, current account, to which the Contracting Entity shall pay the subcontractor for the work carried out (if the subcontractor requires direct payments).

DESCRIPTION OF WORKS, WHICH SHALL BE CARRIED OUT BY THE SUBCONTRACTOR: (the Company)

Type of work / subject:

The value of works in EUR at the date of submission of the tender (including / excluding VAT):

The Contractor is obliged to inform the Contracting Entity of any changes regarding subcontractors, and submit to it information on new subcontractors which it intends to subsequently engage for the purpose of the implementation of the procurement, no later than five days after the change. In the case of inclusion of a new subcontractor, the Contractor shall submit to the Contracting Entity a notice together with all documents required in connection with subcontractors in the tender documents.

Prior to engaging subcontractors, which the Contractor failed to indicate in the tender, for a particular work, the Contractor shall obtain the prior written consent of the Contracting Entity.

The Contracting Entity shall reject any subcontractor for which there are grounds for exclusion, as specified in the contract documents.

The Contracting Entity may reject a proposal for the replacement of a subcontractor or the inclusion of a new one, if this could affect the smooth implementation or completion of the works, and if the new subcontractor does not meet the conditions set out in the contract documents.

The Contracting Entity shall inform the Contractor about a possible rejection of the subcontractor no later than ten days from receipt of the proposal.

Any issue of consent to the Contractor's proposal shall not absolve the Contractor from its responsibilities adopted by the Agreement, and it shall continue to be fully responsible for the quality and timely performance of contract work.

VII. RIGHTS AND OBLIGATIONS OF CONTRACTING PARTIES

Article 15

The Contracting Authority undertakes to:

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Signature:

- a) regularly and timely make payments according to the statements issued on a monthly basis.
- b) hand over or allow the Contractor access to all relevant documentation, which the Contractor requires to carry out the accepted work.
- c) give the Contractor a full access to the Quality Server;
- d) enable the Contractor to install the server and the access for the maintenance purposes of the installed hardware and application software.
- e) promptly inform the Contractor of any changes and changes in circumstances that could impact on the implementation of commitments entered into.
- f) issue a certificate on the completion of the Agreement after the fulfilment of all Contractor's obligations arising from this Contract.

Article 16

The Contractor undertakes to:

- a. perform tasks in accordance with the ToR;
- b. monitor professional solutions and practices in other countries, and transmit positive results in the Contracting Entity's activities or acquaint it with them;
- c. perform the services under this Contract with due professional care, taking into account the Contracting Entity's economic conditions;
- d. perform the services under this Contract using the staff indicated in Article 30 of this Contract;
- e. hand over to the Contracting Entity the Service Level Assessment Methodology Model;
- f. harmonise the Service Level Assessment Methodology Model with the Contracting Entity under the Contract on the establishment and operation of a multi-lane electronic toll collection system in free-flow traffic on motorways and expressways, DARS No. 717/2016 dated 06 September 2016;
- g. have installed updates and security updates on the delivered hardware and application software in agreement with the Contracting Entity in the entire duration of the Agreement;
- h. continuously train the Contracting Entity or its employees for the entire duration of the Agreement and to transfer knowledge and thus enable the Contracting Entity to manage, maintain and develop the Service Level Assessment Methodology Model on its own after the termination of the Agreement;
- i. communicate with the Contracting Entity in a oral in written form in Slovenian language and to submit all final written documents in Slovenian (primarily, but not exclusively, the specifications of the Service Level Assessment Methodology Model as well as monthly and yearly Service Level Achievement Reports). The working language may be English. In the case of any deviations, the Slovenian version shall prevail.
- j. keep all documentation (in written and electronic form) and allow the Contracting Entity to access it at any time; the documentation must be currently arranged so that an immediate revision of the whole matter, actual situation and the preparation of a summary and statistics is possible.
- k. submit to the Contracting Entity its written statement and a written statement of the subcontractor that the Contractor's subcontractor has received payment for performed services that are directly related to the subject matter of this Contract, no later than 60 days from the payment of the final invoice.

- l. promptly forward to the Contracting Entity all documentation upon its request; documentation in electronic form shall be sent by e-mail or in another manner specified by the Contracting Entity.
- m. provide the Contracting Entity expert opinions and reports in accordance with its orders.
- n. Follow the Contracting Entity's instructions on specific issues.
- o. interpret any ambiguity to the Contracting Entity.
- p. regularly and timely inform the Contracting Entity of everything that could affect the provision of the services under this Contract.
- q. protect all information of which it becomes aware during the performance of the services under this Contract as a business secret for the entire duration of this Contract, and 2 (two) years after its termination.
- r. keep and maintain all documentation on the implementation of the Contract in an appropriate manner and submit it to the Contracting Entity's archive on record immediately after the services are performed, but no later than upon the issue of the final statement. The Contractor shall submit individual parts of the documentation to the Contracting Entity on its first demand.

The Contractor shall have the right to change staff stated in the tender upon meeting tender conditions and is obliged to obtain the Contracting Entity's prior written consent. The Contractor must obtain prior consent by the Contracting Entity for each additionally nominated staff. Additionally nominated staff shall not be a part of this Agreement.

The Contractor shall immediately replace inadequate staff upon the Contracting Entity's request.

VIII. COPYRIGHT

Article 17

The Contracting Entity shall obtain the title on the Service Level Assessment Methodology Model (hereinafter computer software) whose implementation is the subject of this Agreement, and on the documentation which is the subject of this Agreement, as well as on the drives upon which this equipment or documentation is mounted. The Contracting Entity shall also obtain the ownership right to other movable property (such as e.g. Equipment defined in item 2.6 of ToR, models) made by the Contractor in order to fulfil this Contract.

The title shall pass to the Contracting Entity in the agreement with the Contracting Entity but at the latest until the issuing of the certificate on the execution of the Agreement.

Article 18

The Contracting Entity shall obtain the substantive copyright and other rights of the author, as set out in this Article, to the implemented computer hardware that the Contractor produces itself or has produced for the Contracting Entity under this Contract.

All material copyrights necessary for the use, improvement, upgrade, change, troubleshooting, and for further system development, including the rights to use, improve, transform, reproduce, distribute, supplement, and change the entire computer software, for which the Contractor holds the copyrights, as well as for its components, shall thus be substantively, unlimited to time and territory, and exclusively transferred to the Contracting Entity for the exclusive needs of the Contracting Entity, so that the Contracting Entity acquires a full rights access to maintaining, amending, or changing the software.

Considering that the Contractor is a legal person, the Contractor expressly guarantees to the Contracting Entity that it shall acquire all substantive copyrights and other rights of authors from all authors and co-authors, which shall implement or participate in the implementation of the Service Level Assessment Methodology Model, which is the subject of this Agreement, and transfer them to the Contracting Entity in accordance with the provisions of this Agreement. It is deemed that all substantive copyrights and other authors' rights to the computer hardware are transferred to the Contracting Entity in accordance with the terms of this Contract when they are acquired by the Contractor.

The Contractor shall hand over the source code for the implemented software under this Agreement on data media which can be read on the Contracting Entity's system. The Contractor shall also enclose the pertaining documentation which explains the application solutions in detail as well as the IT solution data structure.

The Contractor and the Contracting Entity agree disregarding certain transfer exclusivity that the Contracting Entity may transfer substantive copyrights or other author's rights obtained under this Contract to a third party.

Moral rights shall remain with the author in accordance with the Copyright and Related Rights Act.

For the standard software, whose rights are held by the third party, no source code must be handed over.

The Contractor ensures to the Contracting Entity to acquire all licenses for the software which is not the Contractor's copyright work before the transfer in the extent and the quantity needed for the full system operation.

The Contractor is obliged to hand over the licenses to the Contracting Entity for the software which is not the Contractor's copyright work and was used by the Contractor in the contractual works e.g. OS programs, database programs etc. These licences shall be transferred by the Contractor to the Contracting Entity to the extent as originally acquired. If this is not possible due to the limitations of the licensed software holder, the Contractor commits to hand over to the Contracting Entity all the information on the licenced equipment in the subject which is necessary for the operation of the system with an intention for the Contracting Entity to acquire this licensed software on its own.

19. Article

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For the avoidance of doubt, the Contracting Parties stipulate that the total contract price for the implementation of works (works being the subject of this Contract) which is indicated in Article 8 of this Contract, already contains the amount of the royalty payment.

In line with the indicated, the Contracting Entity owes no additional payment to the Contractor for the transfer of substantive copyrights and other rights of the author under this Contract.

IX. PERFORMANCE GUARANTEE

20. Article

Within 10 business days after the receipt of the signed Agreement, the Contractor is obliged to provide to the Contracting Entity a performance guarantee in the amount of 10 % of the contractual price (incl. VAT) which must be valid 1 year from the date of entering into the Agreement. At least 30 days before the expiration date of this guarantee, the Contractor shall provide a new guarantee in the amount of 5 % of the contractual price incl. VAT which must be valid for additional 30 days after the end of the contractual deadline. Instead of a new guarantee, the Contractor can provide a corresponding annex to the then-current guarantee.

If the Contractor does not provide the extended guarantee in time, this gives sufficient grounds to put into force the valid performance guarantee. The Client shall depose the called amount until the receipt of the adequate guarantee. The deposited amount shall be free of interest.

X. CONTRACTUAL PENALTIES, DAMAGES AND OTHER CONTRACTING ENTITY CLAIMS

21. Article

If the Contractor, through fault of its own, fails to implement a virtual organisation within the deadline set in the Article 5 hereunder or fails to represent its supervising and internal revision capabilities, or if it fails to realise phase A and/or B within the set deadline or in the mutually extended time frame, thus delaying the conclusion of the phase A and/or B, the Contracting Entity shall charge a contractual penalty in the amount of EUR 500.00 for each delayed calendar day.

If the Contractor, through fault of its own, fails to complete the phase D within the set deadline or in the mutually extended time frame, thus delaying the conclusion of the phase D, the Contracting Entity shall charge a contractual penalty in the amount of EUR 1,000.00 for each delayed calendar day.

If the Contractor, through fault of its own, fails to perform the works in the phase D within the deadlines set in Items 2.5.2 or 2.5.3 of the ToR, or in the mutually extended time frames, thus delaying the conclusion of works, the Contracting Entity shall charge a contractual penalty in the amount of EUR 200.00 for each delayed calendar day.

If the Contractor, through fault of its own, fails to implement contract works in the intermediate periods laid down in accordance with Article 6 or intermediate periods extended by common accord, which shall

result in a delay in the completion of works, the Contracting Entity shall charge a contractual penalty in the amount of EUR 200.00 for each calendar day of delay.

The total amount of contractual penalties for delay cannot exceed 10% (ten percent) of the Contract work value.

For any change to the Contractor's professional staff from Article 30 of this Contract, or subcontractor, during the implementation of this Contract, which will not be approved and confirmed by the Contracting Entity, the Contractor will be required to pay to the Contracting Entity a penalty in the amount of EUR 5,000 (thousand). The total amount of contractual penalties due to changes in staff or subcontractor cannot exceed 5% of the Contract work value.

The Contracting Entity shall charge the contractual penalty due to changes in professional staff or subcontractor without the Contracting Entity's consent with an issued invoice.

22. Article

The Contracting Entity and the Contractor agree that the right to charge a contractual penalty is not contingent on damage incurred by the Contracting Entity. The Contracting Entity shall claim the repayment for such damage according to general principles of damage liability, independently from the enforcement of a contractual penalty.

In the event of damage suffered by the Contracting Entity as a result of failure to comply or late compliance with contractual obligations by the Contractor, where the damage occurred exceeds the amount of contractual penalties, the Contracting Entity may claim, in addition to the contractual penalty, the repayment of the difference to full compensation for all damages suffered due to the Contractor's delay or failure to comply with its contractual obligations.

23. Article

The Contracting Parties agree that the Contractor shall not transfer its claims to a third party, except to subcontractors under this Contract.

XI. CONTRACT WITHDRAWAL

24. Article

The Contracting Entity may withdraw from the Contract with a 3-month notice:

- for reasons and according to the procedure as laid down by the general rules of obligations.
- for reasons arising from the insolvency proceedings according to the applicable legislation on the insolvency proceedings.
- for failure to comply with the deadlines set in Articles 5 or 6 hereof.
- in the case of occurrence of circumstances laid down by Article 96 of the ZJN-3.

- for other cases in which the actions or omissions of the Contractor influence the timely, comprehensive and quality fulfilment of the accepted obligations.

The Contracting Entity may withdraw from the Agreement without notice if the Contractor does not represent its supervising and internal revision capabilities by an additional deadline of 30 days.

25. Article

The Contracting Entity may withdraw from the Agreement with a (three) 3-month notice for the reasons and according to the procedure as laid down by the general rules of obligations and in the case if the actions or omissions of the opposite party influence the timely, comprehensive and quality fulfilment of the accepted obligations.

26. Article

The withdrawal from the Agreement shall be made by the withdrawing party in writing to the opposite party immediately, but no later than in 10 (ten) days after the arising of the reasons for withdrawing from the Agreement. A written statement of withdrawal must be delivered to the opposite party by mail with acknowledgement of receipt.

27. Article

In addition to the reasons set out in Article 24 of this Contract, the Contracting Entity may withdraw from the Contract if the need to carry out work ceases, whereby the Contracting Entity shall not be obliged to pay to the Contractor any costs for early withdrawal.

The Contract cannot be terminated because of failure to fulfil a small part of contractual obligations.

The Contracting Entity may withdraw from the Contract due to delays in the implementation of the contract works only if the Contracting Entity previously provided to the Contractor an appropriate extended deadline for the fulfilment of obligations, whereas the Contractor also failed to carry out works laid down in the Contract in the extended period. The extended deadline for the fulfilment of obligations shall not be set as a condition upon Contract termination only if the Contractor itself declares that it does not wish to or is unable to timely carry out contract works.

28. Article

In addition to the reasons set out in Article 24 of this Contract, the Contractor may withdraw from the Contract if it is unable to carry out work laid down in the Contract (e.g. in the event of insolvency proceedings).

The Contractor may withdraw from the Contract due to the Contracting Entity not fulfilling obligations only after the Contractor provided to the Contracting Entity an appropriate subsequent interim period for the fulfilment of obligations, which may not be less than 15 days, whereas the Contracting Entity also failed to fulfil its obligation in this period.

29. Article

The Contract is terminated if the Contracting Entity becomes aware that a competent national authority or a court determined, with a final decision, an infringement of labour, environmental or social legislation by the Contractor under this Contract or its subcontractor (Indent 3, Paragraph 4 of Article 67 of the ZJN-3).

XII. AUTHORISED REPRESENTATIVE, MANAGEMENT AND PERSONNEL STRUCTURE

30. Article

The Contracting Entity's custodian of contract is

In accordance with the Tender, persons appointed by the Contractor are *(the data will be entered into the Contract based on annexes referred to in Chapter 6 – Qualification in the preparatory phase of the Contract for signature)*:

The Contractor may not change the staff indicated in this Article of the Agreement with which the Contractor achieved additional points under the criteria, thus having its tender being awarded as the most advantageous while executing the Agreement unless justified (death, illness, termination of employment). The staff that shall substitute or change the staff under this Article must meet the same conditions (including all additional conditions based on the criteria) as did the staff that was substituted or changed.

XIII. ANTI-CORRUPTION CLAUSE

31. Article

The Contracting Parties agree that:

- They shall not violate the conduct by duty of official or responsible persons in the public or private sector laid down by regulations and codes adopted by the state and written codes of conduct of professional or business associations.
- They shall not give or promise any gift or payment in cash, or in any other valuable object, directly or indirectly, to any official, employee or another worker employed by the Contracting Entity or other public body (service, department, agency) or any political party or political party candidate for bribery in order to persuade said official, employee or another worker, party or candidate to abuse their position or to influence a law or the decision of the Contracting Entity or other competent authority in order to obtain, maintain or concentrate operations to the Contracting Entity's co-contractor or its implementation assistant, agent, distributor or other associated natural or legal person.
- They shall not limit or affect the Contractor's or the Contracting Entity's operations that are in accordance with the regulations on public procurement.
- They shall not conclude a contract in which someone in the name or on behalf of the other Contracting Party promises, offers or gives to a representative or intermediary of the body or

public sector organisation any undue advantage to obtain business or conclude business under more favourable terms or for any other act or omission, by which the body or public sector organisation suffers damage, or gives the representative or intermediary of the body or public sector organisation, other Contracting Party or its representative, agent, intermediary the opportunity to obtain undue advantage.

In the event of a breach or attempted infringement of this clause, the Contract that has already been validly concluded shall be considered void. The Contract that is validly concluded under the suspensive or resolutive condition, which in the case of the observed infringement or attempted infringement of anti-corruption clauses has not yet appeared, shall be deemed not to have been concluded.

Any interested person may allege nullity of the contract, which shall be determined before the court of relevant and territorial jurisdiction in the Republic of Slovenia.

XIV. CONTENT OF CONTRACT DOCUMENTATION

32. Article

The Contracting Parties agree that in addition to the Contractor's tender referred to in Article 3 of this Contract, the following documents, which are to be interpreted according to the listed order, also form an integral part of this Contract:

- 1) Contract
- 2) Tender
- 3) ToR inc. annexes
- 4) Instructions to tenderers on the elaboration of the tender
- 5) Subcontractors' consents
- 6) Other documents, which are part of the Contract

XV. SETTLEMENT OF DISPUTES

33. Article

The Contracting Parties shall make every effort to settle possible disputes in connection with the implementation of this Contract in an amicable manner.

However, if this is not possible, disputes shall be settled by the court of relevant jurisdiction in Ljubljana.

XVI. OTHER PROVISIONS

34. Article

The Contracting Parties shall conclude an annex to the Contract for any amendments to the Contract.

35. Article

This Agreement is concluded under the suspensive condition, namely, for the fulfilment of this condition, the Contractor must provide a performance guarantee within 10 (ten) business days from the receipt of the signed Agreement. If the Contractor does not fulfil this condition within the set deadline and does not provide the performance guarantee, the contract is considered not concluded and the Contracting Entity can put into force the tender guarantee.

When the condition from the first indent hereof is met, the contract is considered to have an effect from the date of its conclusion. The date of conclusion of the Agreement shall be the date of the last Contracting Party's signature.

36. Article

This Agreement is made and signed in three (3) identical copies, of which the Contracting Entity shall receive two (2) copies and the Contractor one (1) copy.

Signed on:

Signed on:

the CONTRACTOR:

the CONTRACTING ENTITY:

Board of Directors of DARS d.d.

(Draft authorisation for the lead partner to conclude the contract)

Partner in the joint tender:

.....
.....
.....

AUTHORISATION FOR THE LEAD PARTNER TO CONCLUDE THE CONTRACT

Partner's legal representative in the joint tender
(partner company name and registered office)
(name and surname of legal representative) hereby authorises the lead partner's legal representative
..... (company name and registered office of the lead partner) appointed as lead partner in the JV joint tender
..... under the Agreement on the submission of a joint tender for the performance of the contract dated to sign and conclude in our name and for our account the Agreement for

Quality Supervision During the ETS Operation Phase

In _____, on _____

PARTNER (signature) _____

Note: authorisation should be submitted with the tender in the case of a group of contractors' joint tender, for each partner separately)