TENDER DOCUMENTATION MODEL

OPEN PROCEDURE

Public procurement of computer programme development services -

**DEVELOPMENT OF SOFTWARE FOR ESTABLISHING A DOCUMENTATION MANAGEMENT SYSTEM**

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1. **GENERAL INFORMATION ON THE SUBJECT MATTER OF PROCUREMENT**

**Name:** Development of software for establishing a documentation management system

**Reference number**: \_\_\_\_\_\_\_\_\_ (The procurement reference number is withdrawn by the Portal based on the data

which was entered by the customer in the section Basic settings of the procedure).

# Type of procurement subject matter: Services

**Other notes**: *(enter any other remarks relevant to the subject of public procurement, for example: information on possible options and possible contract extensions (Article 30, paragraph 1 in conjunction with Article 156 of the* *PPL); the possibility of introduction of new services in the upcoming procedure, if adequate for the subject-matter of procurement, with all necessary data requiring the application of Article 61, paragraph 5, item 2) of the PPL).*

***Note:***

* *This part of the tender documentation is created by the Portal based on the data that the customer enters into the system.* *In that case, this part contains only the mandatory data prescribed by the Rulebook on the Content of the Tender Documentation in the Public Procurement Procedures.*
* *If the contracting authority wants this part of the tender documentation to contain some other data, the client prepares this document on its computer and uploads it to the Portal at the appropriate step.*
* *It is not necessary to repeat the data already contained in other parts of the tender documentation within* ***Other Notes****, the risk of errors that occur when repeating the same data in several places in the tender documentation is also reduced.*

**2.** **TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATIONS),**

**QUALITY, QUANTITY AND DESCRIPTION OF THE SERVICE, METHOD OF IMPLEMENTATION**

**CONDUCTING THE CONTROL AND SECURING THE QUALITY ASSURANCE, DEADLINE**

**OF EXECUTION, POSSIBLE ADDITIONAL SERVICES ETC.**

The subject-matter of public procurement involves the procurement of software development services for the establishment of a document management system (ORN: 72212311 - Software development services for document management).[[1]](#footnote-1) The software is developed according to the technical requirements of the Contracting Authority, delivered with the source code and the necessary licences, its implementation and integration with the contracting authority’s existing information system, user training and maintenance of that system are carried out within a period of three years from the establishment of the system.[[2]](#footnote-2)

The goal of the procurement in question is the improvement and automation of the contracting authority's business processes, efficient management of documentation, monitoring and sharing of documents, facilitation of cooperation between different users, secure storage. The method of work is improved compared to the previous way of managing paper documents, the risk of loss or damage to paper documents is reduced, easier and faster retrieval of documents is ensured, storage space for documentation is reduced, costs are reduced. The flow of information is carried out to the greatest extent electronically, which ensures the reduction of material printing to a significant extent, which also achieves ecological aspects due to the reduced need for printing, copying, consumption of paper and toner.

The subject of procurement includes the following elements:

* Development and implementation of software solutions
* Training of employees in the segment of software use and administration
* Software commissioning (production)
* Maintenance of the software for a period of three years from the establishment of the system, i.e., from the signing of the minutes on the qualitative handover of the system
* Delivery of the executable version of the system and the source code.

The price of the offer must include all costs for delivery (creation and development) of software with source code, system implementation and training, all licence costs for the implemented software, as well as maintenance within 3 years.

If the operation of the offered information solution, which enables simultaneous work for at least 50 users, requires additional ICT equipment and licences, which the contracting authority does not have, they must be included in the price of the offer without additional costs for the duration of the contract. This includes API (Application Programming Interface) costs for enabling a two-way communication protocol - the exchange of data records and/or documents with other software solutions, systems and environments.

**2.1** **Organisational scope and legal framework of the future solution**

The software must comply with the organisational structure of the contracting authority, legal and by-law regulations, as well as internal procedures of the contracting authority.

In the event of a change in the organisational structure and legal framework during the development and maintenance of the software, it is necessary that the software corresponds to the new structure and the changed legal framework.

***Note:*** *In this part, you can provide basic information about the contracting authority, about tasks and responsibilities, organisational structure, basic data about organisational units.* *It is possible to indicate the legal framework and regulations applied by the contracting authority, with which the software must be compliant.*

**2.2.** **Technical requirements**

* + 1. **Platform and integration**

The offered software solution must enable integration with the contracting authority's existing information systems (specify all relevant information about ICT equipment at the contracting authority's disposal, etc. - hardware, software, networks, platforms, licences, etc.).

Integration should enable efficient and synchronised exchange of relevant information between systems, ensure data up-to-datedness, reduce the need to enter data in multiple systems (information important for performing business processes will be recorded only in one place, and used in all places where necessary), thus reducing the possibility of errors and duplication of information. By connecting with other systems, processes and workflows should be automated, leading to increased efficiency and a reduction in the time required to perform certain tasks.

The system should include a licence for the server operating system and a licence for the platform for managing databases and workflows, at no additional cost, if \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*specify the operating system and platform available at the contracting authority*) are not suitable for the bidder, and are required for smooth operation offered system with all required functionalities.

The software must support the latest versions of operating systems, including Windows, Linux, macOS, as well as mobile platforms Android, iOS (*The contracting authority can specify which versions of operating systems they have, in order to ensure support for older versions as well, if users use them - e.g.,* *"Windows 10 and latter”).* The offered solution must support various databases, such as MySQL, PostgreSQL, Oracle, MS SQL Server (*the Contracting authority can specify the databases it owns or plans to use in accordance with objective needs*).

***Note:*** *If interoperability (compliance) with other institutions is required, follow the list of interoperability standards defined by the Office for Information Technologies and Electronic Administration.*

**2.2.2.** **Architecture**

The architecture of the system must be modular, to enable the system to be upgraded and flexible for implementation in different combinations of information and communication infrastructure.

**2.2.3.** **Scalability**

The offered solution must be scalable, in order to support future growth (new performances, new business units, number of users, business processes, document types, etc.).

**2.2.4.** **Database**

Ensure that the software can efficiently manage large amounts of data and provide document and metadata storage.

**2.2.5.** **Security**

Implementing high security standards, including access control and data protection, to ensure documents are secure and accessible only to authorised users.

Regular automatic backup of data. Possibility of additional backup at a remote location for particularly sensitive data.

**2.2.6.** **Performance**

The software should maintain optimal performance over time, be expandable, provide simultaneous access for at least 50 users, enable the entry of an unlimited number of categories and types of documents, business processes, and ensure handling of different formats of electronic content, without additional development or with minimal additional development.

The software solution should enable simple changes to the organisational model, with minimal downtime. The solution must have the possibility of additional definitions (ad-hoc) of the required attributes (documents, objects) and their application without the need for additional programming.

**2.3.** **Functional requirements**

**2.3.1 User interface**

The software should provide a user interface that is easy to use, with an intuitive design so that users can easily access and use the system's functionalities. The user interface should be compatible with different web browsers (Mozilla Firefox, Google Chrome and MS Edge). Software should provide a consistent user experience across devices, including computers, tablets and mobile phones. The implementation of the user interface (menus and all messages in the system) for parts of the software solution intended for end users must be in the Serbian language (Cyrillic and Latin). The functionality of translation into other languages ​​must be automated through the administrative options of the user interface for certain categories of users.

* + 1. **Document management**

The software should enable users to effectively manage documents, including viewing, creating, editing, deleting by roles, and searching for documents. It is necessary to enable remote access, as well as the exchange of documents between organisational units.

It is necessary to implement the concept of roles and powers. The software should allow multiple users to edit documents simultaneously, as well as automatic document version tracking and document access control based on user rights. The user must have clear information about its tasks and deadlines. The parent user should be able to see all the tasks of the child users.

The software should enable the system to generate a work task for a specific employee, whereby the user who creates the task should be able to determine the executor and enter the instruction. It is necessary to provide a mechanism that will enable the implementation and monitoring of the flow (movement) of the case in the system (processor in charge, possible deadlines for resolution, status of the case, method of resolution, etc.) from the moment of recording the case in the system until resolution and preparation for archiving.

**2.3.3 Search Functionality**

The software should provide easy retrieval and search of documents in the system based on any metadata that describes them. The user must be able to select the attribute they want to search. It is necessary to implement advanced search tools, including filtering by date, author, category, type, etc. It is necessary to have the possibility to export the results (reports) obtained from the search, with all relevant metadata, in different formats.

* + 1. **Process automation and approval**

The software should enable an increase in performance, efficiency and automation of business processes, as well as a reduction in case processing time (templates for generating standard documents - solutions, minutes, notices, invitations, etc., as well as a mechanism for transferring data from cases or documents to fields in a word template). It is necessary to ensure optimisation of data entry into the system - data is entered only once (data entered once is used in further processes).

The system should enable document status monitoring and automatic notification of process participants, including sending documents for approval, the functionality of electronic signing of documents, as well as archiving of approved documents. The system should enable work support and acceptance of all types of files such as: PDF, DOCX, MPEG4, MP3, AVI, JPEG, TIFF (*The contracting authority can specify the types of files that it processes in its business processes*). The ability to convert standard formats to PDF format is necessary, as well as support for signing PDF documents.

**2.4.** **Development and implementation of software solutions**

The documentation created by the Service Provider in these stages includes review, possible additions and requests for correction, if requested from the contracting authority, as well as confirmation of documentation (e.g., consent to documentation, record of receipt of documentation/reports) from the contracting authority if the activities have been carried out.

*The contracting authority can consider whether it is necessary to determine individual deadlines for each phase within the required execution period of 6 months.*

**2.4.1 Business analysis**

Business analysis includes an analysis of the existing state and process, a proposal for configuration and optimisation of the state, with a special focus on the possibilities and ways of integration with the existing system and application environment, while fulfilling all the requirements of the contracting authority from the technical specification.

The documents that the Service Provider prepares in this phase are:

- Analysis of the existing situation

- Proposal for state optimisation

- Proposal of final system specifications

- Integration proposal

**2.4.2 Project for implementation**

The project for implementation includes the preparation of a document with final specifications for the establishment of an information solution. It also contains a list of business/work processes with descriptions; described final functional and technical specifications; list of used technologies and/or possible additional equipment; defined performance criteria/requirements when installing the software; integration plan with the contracting authority's systems; plan for possible integrations with external systems.

The document prepared by the Service Provider at this stage is the Project for Implementation.

**2.4.3 Creation of an information solution and integration with the contracting authority's systems**

The service provider manufactures all components in accordance with the requirements of the specification and performs the installation and integration of the software with the contracting authority's systems in accordance with the Implementation Project.

For the use of the information solution, the Service Provider also creates the necessary system documentation in accordance with the final specification:

* User documentation: instructions for using the system, which describe the operation of the system from the point of view of end users and describe the procedures supported by the system
* System-technical documentation: instructions for administrators who will provide support in system maintenance
* Instructions for system administration, which include: maintenance of parameters that affect system operation; assigning new user names and access; data archiving; creation of backup copies (backup); installing system upgrades; installing the system for new users.
* Final report on the implemented integration of the information solution

**2.4.4 Testing**

In this phase, the Service Provider will install the system in the contracting authority's test environment, after which the technical characteristics will be tested in cooperation with the end users. The service provider provides the initial and all other necessary installations to the test environment as required by the dynamics of testing and debugging.

Testing the functionality of the system represents the final test of correct operation in the test environment and covers all functionalities of the information solution.

In case the test results are not satisfactory, the Service Provider will make the necessary corrections and the test will be repeated. This procedure will be repeated until the test results are approved by the contracting authority.

The service provider prepares a report on the performed testing.

**2.4.5 Release of software into production**

This phase involves putting the software into operation on the contracting authority's production environment, after confirming the previous two phases (report on the implemented integration of the information solution and the report on the performed testing), which show the adequacy of the system according to the final specification.

The service provider provides the initial and all other necessary installations in the contracting authority's production environment, as necessary according to the dynamics of testing the system's procedural processes. It ensures that users can use the system smoothly (user roles are defined for end users, passwords are assigned to them), as well as system operation support.

Within this phase, it is necessary to prepare the following documents:

* Installation plan in the contracting authority's production environment
* User rights allocation plan according to the installation plan
* Final report on the completed production installation

**2.4.6 User training**

The main goal of this phase is the training of all end users to use those parts of the system that they need in their work.

The training also includes system administrators (system content administrator and IT administrator). In addition to the content related to the application system, it is necessary to conduct administrator training both for the general system area and for the area of ​​database administration. An integral part of the training is the setting of parameters, archiving and restoration of old data, etc.

The service provider will prepare the training program and content, the necessary materials in the form of written and video instructions for the work of system users, as well as test data for training. It will provide space with the necessary equipment for training at the place of the Contracting authority and everything else that is necessary for the smooth flow of training.

Completion of this phase implies the following documents:

* Training program and content (for end users and system administrators)
* Training materials - written and video instructions (for end users and system administrators)
* Final report on the conducted trainings
  1. **Service Provider project team and documentation**

The service provider is obliged to ensure the participation of the project team (engagement of persons) that it presented in its offer during the implementation of the contract. The person can be replaced only with the consent of the contracting authority and with a prior check whether the replacement for the staff is of the same quality (fulfils everything as the person being replaced).

The service provider is obliged to provide the contracting authority with complete documentation, indicated for each phase, which documents the completion of certain activities. It is necessary for the contracting authority to confirm the documentation. In case of ambiguities and deficiencies in the documentation, objections of the contracting authority, it is the obligation of the Service Provider to eliminate them.

The information solution is considered to be established when, after the completion of the activities of all previous phases, the Record on the qualitative handover of the system is signed.

When handing over the information solution and major development interventions on the system, the Service Provider must prepare or supplement the following general documentation and hand it over to the contracting authority each time:

* Technical documentation of the information solution (installed infrastructure)
* Data model documentation
* List of software tools that were used in the development of the solution
* General instructions that include instructions for users and instructions for administrators

The service provider prepares all documentation on electronic media.

During the establishment and maintenance of the system, all communication with the contracting authority (written and oral) must take place in the Serbian language and may be in the form of e-mail, in the form of physical or virtual meetings. All coordination and working meetings between the contracting authority and the Service Provider must be documented, whereby the minutes are prepared by the Service Provider and confirmed by the contracting authority.

* 1. **Warranty period**

The service provider is responsible to the contracting authority for any errors and defects in the established system, for the operation of the software and the services provided, within a warranty period of 3 years from the signing of the Minutes of Quality Handover of the System. The service provider guarantees that the established system works in accordance with the Technical Specifications on the basis of which the Offer was submitted, as well as with all the requirements agreed with the contracting authority during the development and implementation phases of the software solution.

During the warranty period, the Service Provider is obliged to eliminate all defects in the provided services and installed software free of charge.

* 1. **Maintenance of the established information system**

After the establishment of the information system, that is, from the signing of the Minutes on the qualitative handover of the system, there follows a maintenance period of 3 years (36 months), which includes basic maintenance.

**2.7.1 Basic maintenance**

Basic maintenance is the preservation of system functionality, elimination of downtime or malfunctions and includes standby service (contracting authority support and response time), technical assistance and advice to users, application maintenance, updates as needed. As part of basic maintenance, an annual licence maintenance service is provided if licences are required for the solution. For basic maintenance services, the Service Provider is paid a flat monthly amount in accordance with the data from the Price Structure Form.

**2.7.2 Response time**

The obligation of the Service Provider is to eliminate all disturbances in the operation of the system and return the system to operational status, within certain deadlines depending on the level of severity of the disturbance (criticality of the error), in accordance with the following:

* Critical error: response time 3 hours, error correction time 6 hours from the receipt of the error correction request, regardless of the working hours of the Service Provider or the contracting authority

A critical error exists when the impossibility of using the established system (non-functionality of the system or some of the system components) significantly impedes the business of the contracting authority. The service provider undertakes that in the event of a critical error, it will immediately proceed to its elimination. If the Service Provider determines that the elimination of the error will take longer than 6 hours, it is obliged to immediately inform the contracting authority and establish a temporary operation of the information system, in order to enable the implementation of business processes at the contracting authority with as few disturbances as possible.

* Serious error: response time 6 hours, error correction time 16 hours from receipt of error correction request

A serious error is when the contracting authority can use the established system but the work process is disrupted.

* Minor error: response time 8 hours, error correction time 24 hours from receipt of error correction request

A minor error is when the contracting authority can use the established system, the work process is not yet disrupted, but it may become.

Response time may be shorter than stated, in accordance with the given offer.

If there is a delay in the response time and the time to eliminate errors from the given procedures for eliminating disturbances, and in accordance with the given offer, the contracting authority will charge a contractual penalty in accordance with the provisions of the Model Contract.

**2.7.3 Other on maintenance**

As part of system maintenance, the Service Provider must provide further assistance and, if necessary, training of users and administrators of the information solution.

The service provider is obliged to maintain a high level of security during information system maintenance interventions.

The contracting authority reserves the right to perform security tests at any time during the maintenance period, either alone or with a selected external entity, and in case of irregularities, ask the Service Provider to eliminate them.

If there are problems in the operation of the software due to defects that are noticed during the maintenance period, as well as after the end of the maintenance if they originate from hidden defects, the Service Provider is obliged to solve such problems without compensation.

The scope of basic system maintenance is additionally defined by contractual provisions.

* 1. **Deadline and method of payment**

For the established information system, the payment deadline is 30 days from the day of receipt of the orderly invoice and the Minutes of qualitative handover of the system.

For basic maintenance of the system, payment is made in equal monthly amounts during 3 years (36 months) after the establishment of the information system, within 30 days from the date of receipt of the orderly invoice and the Report on the performed monthly basic maintenance service.

The report on the service performed is drawn up by the Service Provider, and must contain a detailed specification, i.e., the type and description of the services provided, which is confirmed by a person designated by the contracting authority. The report on the service performed must be signed by authorised representatives of the contracting authority and the Service Provider.

* 1. **Deadline for service execution**

The deadline for performing the service is:

* For development, delivery of software with source code, necessary licences, system implementation, user training and release of software into production, maximum 6 months from the date of conclusion of the contract
* For system maintenance 3 years (36 months) from the establishment of the system, i.e. from the date of signing the Minutes on the qualitative handover of the system
  1. **Place of performance of the service**

The place of performance of the service is the location of the contracting authority \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

***Note:*** *The technical specification in this model is given as an example only.* *The contracting authority defines the technical specification in accordance with its needs and in everything in accordance with the provisions of the PPL.*

**3.** **CRITERIA FOR QUALITATIVE SELECTION OF THE ECONOMIC OPERATOR**

**(EXCLUSION GROUNDS AND CRITERIA FOR SELECTION OF THE BUSINESS ENTITY), WITH INSTRUCTIONS ON HOW TO PROVE THE FULFILMENT OF THESE CRITERIA**

* 1. ***EXCLUSION GROUNDS***

# 3.1.1. Final verdict for one or more criminal offences Legal basis:

Article 111, paragraph 1, item 1) of the PPL - the Contracting Authority is obliged to exclude an economic operator from the public procurement procedure if the economic operator does not prove that it and its legal representative in the previous five years from the deadline for submission of bids, i.e., applications is not convicted, unless no other period of ban on participation in the public procurement procedure has been determined, for:

(1) a criminal offence committed as a member of an organised criminal group and a criminal offense of association for the purpose of committing criminal offences;

(2) criminal offence of abuse of office of a responsible person, criminal offence of abuse in connection with public procurement, criminal offence of accepting bribes in performing economic activities, criminal offence of giving bribes in performing economic activities, criminal offence of abuse of official position, criminal offence of trading in influence, criminal offence bribing and the criminal offence of receiving bribe, the criminal offence of fraud, the criminal offence of unjustified obtaining and using credit and other benefits, the criminal offence of fraud in economic activities and the criminal offence of tax evasion, the criminal offence of terrorism, the criminal offence of public incitement to commit terrorist acts, the crime the act of recruiting and training for committing terrorist acts and the crime of terrorist association, the crime of money laundering, the crime of financing terrorism, the crime of trafficking in human beings and the crime of establishing slavery and transporting persons in slavery.

# Method of proving the fulfilment of the criteria:

The economic operator is obliged to compile and submit an application through the Portal on the fulfilment of the criteria for qualitative selection of the economic operators, which confirms that there is no ground for exclusion.

Prior to making a decision in the public procurement procedure, the contracting authority is obliged to request from the bidder who submitted the most economically favourable bid to submit evidence of fulfilment of the criteria for qualitative selection of the economic operator.

It is considered that the economic operator that is entered in the register of bidders has no grounds for exclusion from Article 111, paragraph 1, item 1) of the Law on Public Procurements.

The absence of this ground for exclusion is proved by the following evidence: Legal entities and entrepreneurs:

1) Certificate of the competent Basic Court in whose territory the seat of the domestic legal entity or entrepreneur is located, i.e., the seat of the representative office or branch of the foreign legal entity confirming that the bidder has not been convicted in the previous five years from the deadline for submission of bids, i.e., applications, that it has not been convicted by an enforceable decision, except if the final period of prohibition of participation in the public procurement procedure has not been determined by a final judgment, for the following criminal offences: criminal offence of tax evasion; the criminal act of fraud; the criminal act of unjustified obtaining and using credit and other benefits; criminal offence of abuse of official position; the criminal act of influence peddling; the crime of bribery; the criminal offense of trafficking in human beings (for forms referred to in Article 388, paragraphs 2, 3, 4, 6, 8 and 9 of the Criminal Code) and the criminal offence of establishing slavery and transporting persons in slavery (for forms referred to in Article 390, paragraph 1 and 2 of the Criminal Code).

2) Certificate of the competent High Court in whose territory the seat of the domestic legal entity or entrepreneur is located, i.e., the seat of the representative office or branch of the foreign legal entity confirming that the bidder has not been convicted in the previous five years from the deadline for submission of bids, i.e., applications, that it has not been convicted by an enforceable decision, except if the final period of prohibition of participation in the public procurement procedure has not been determined by a final judgment, for the following criminal offences: criminal offence of tax evasion; the criminal act of fraud; the criminal act of unjustified obtaining and using credit and other benefits; criminal offence of abuse of official position; if the value of the obtained property gain exceeds 1,500,000.00 dinars; criminal offence of trafficking in human beings (for forms referred to in Article 388, paragraphs 1, 5 and 7 of the Criminal Code); the criminal offence of establishing a slave relationship and transporting a person in a slave relationship if it was committed against a minor and the criminal offence of accepting bribes.

3) Certificate of the Special Department of the High Court in Belgrade for Organised Crime confirming that the legal entity or entrepreneur has not been convicted of any of the following criminal offences: criminal offences of organised crime; the criminal offence of association for the purpose of committing criminal offences; criminal offense of abuse of official position, trading in influence, accepting bribes and giving bribes if the defendant or the person to whom the bribe is given is an official or responsible person performing a function based on election, appointment or appointment by the National Assembly, President, General Session of the Supreme Court of Cassation, the High Judicial Council or the State Prosecutors’ Council; criminal offenses against the economy, if the value of property exceeds 200,000,000 dinars, or if the value of public procurement exceeds 800,000,000 dinars for: criminal offence of abuse in connection with public procurement, criminal offence of accepting bribes in performing economic activities, criminal offence of giving bribery in performing economic activity, criminal offense of fraud in performing economic activity, criminal offence of abuse of position of a responsible person, criminal offense of money laundering - if the property subject to money laundering originates from all the above criminal offences; the criminal offence of public incitement to commit terrorist acts; the criminal act of terrorist financing; the criminal act of terrorism; the criminal act of recruitment and training for terrorist acts and the crime of terrorist association.

4) Certificate of the Special Department of High Courts in Belgrade, Novi Sad, Niš and Kraljevo for the Suppression of Corruption, confirming that the legal entity or entrepreneur has not been convicted of any of the following criminal offences: bribery in the course of economic activity; the criminal offence of bribery in the performance of economic activity; the criminal offence of abuse in connection with public procurement; the criminal offence of fraud in the performance of economic activity; the criminal offence of abuse of the position of a responsible person and the criminal offence of money laundering.

Legal representatives and natural persons:

Excerpt from the criminal records, i.e., the certificate of the competent police administration of the Ministry of the Interior, which confirms that the legal representative or natural person has not been convicted of the following criminal offences:

* 1. a criminal offence committed as a member of an organised criminal group and a criminal offense of association for the purpose of committing criminal offences;
  2. criminal offence of abuse of position of a responsible person, criminal offence of abuse in connection with public procurement, criminal offence of accepting bribes in performing economic activities, criminal offence of giving bribes in performing economic activities, criminal offence of abuse of official position, criminal offence of trading in influence, criminal offence of bribery and the crime of bribery; the criminal offence of fraud, the criminal offence of unjustified acquisition and use of credit and other benefits, the criminal offence of fraud in the performance of economic activity and the criminal offence of tax evasion; the criminal offence of terrorism, the criminal offence of public incitement to commit terrorist acts, the criminal offence of recruitment and training for the commission of terrorist acts and the criminal offence of terrorist association; the criminal act of money laundering, the criminal offence of terrorist financing; the criminal offence of trafficking in human beings and the criminal offence of establishing a slave relationship and transporting persons in a slave relationship.

The request can be submitted according to the place of birth or the place of residence of the legal representative or natural person. If the bidder has several legal representatives, the bidder is obliged to submit evidence for each of them.

The economic operator established in another state:

If the economic operator has its registered office in another state, the Contracting Authority shall accept the excerpt from the criminal record or other appropriate register or, if this is not possible, the relevant document of the competent judicial or administrative body in the state of the economic operator, i.e., in the state whose citizen he/she is. If the said evidence is not issued in the country in which the business operator is established, or in the country of which the person is a citizen, or if the evidence does not include all data regarding the lack of grounds for exclusion, the business entity may submit its written statement criminal and material liability, certified before a judicial or administrative body, notary public or other competent body of that state, in which it is stated that there are no stated grounds for exclusion of the economic operator.

# 3.1.2. Taxes and contributions Legal basis:

Article 111, paragraph 1, item 2) of the PPL - the Contracting Authority is obliged to exclude an economic operator from the public procurement procedure if the economic operator does not prove that it has paid due taxes and contributions for compulsory social insurance or that it has been granted a deferral of debt payment by a binding agreement or resolution, in accordance with special regulation, including all accrued interest and fines.

# Method of proving the fulfilment of the criteria:

The economic operator is obliged to compile and submit an application through the Portal on the fulfilment of the criteria for qualitative selection of the economic operators, which confirms that there is no ground for exclusion.

Prior to making a decision in the public procurement procedure, the contracting authority is obliged to request from the bidder who submitted the most economically favourable bid to submit evidence of fulfilment of the criteria for qualitative selection of the economic operator.

It is considered that the economic operator that is entered in the register of bidders has no grounds for exclusion from Article 111, paragraph 1, item 2) of the Law on Public Procurement.

The absence of this ground for exclusion is proved by the following evidence:

1) confirmation by the competent tax authority that the bidder has paid due taxes and contributions for compulsory social insurance or that it has been granted a deferral of debt payment, including all accrued interest and fines, by a binding agreement or decision, in accordance with a special regulation.

2) confirmation by the competent tax authority of the local self-government body that the bidder has settled the due obligations of public revenues or that it has been granted a deferral of debt payment, including all accrued interest and fines, by a binding agreement or decision, in accordance with a special regulation.

A legal entity that is in the process of privatisation, instead of the evidence referred to in items 1) and 2), shall enclose a certificate from the competent authority that it is in the process of privatisation.

The economic operator established in another state:

If the economic operator has its registered office in another state as proof that there are no grounds for exclusion from Article 111, paragraph 1, item 2) of this Law, the Contracting Authority shall accept the certificate of the competent authority in the state of the economic operator’s registered office.

If the said evidence is not issued in the country in which the business operator is established, or in the country of which the person is a citizen, or if the evidence does not include all data regarding the lack of grounds for exclusion, the business entity may submit its written statement criminal and material liability, certified before a judicial or administrative body, notary public or other competent body of that state, in which it is stated that there are no stated grounds for exclusion of the economic operator.

# 3.1.3. Obligations in the field of environmental protection, social and labour law Legal basis:

Article 111, paragraph 1, item 3) of the PPL - the Contracting Authority shall exclude an economic operator from the public procurement procedure in the period of the previous two

years up to the date of expiry of the time limit for submission of tenders, i.e., requests, violated applicable obligations in the area of the environmental protection, social and labour law, including collective agreements, and in particular the obligation to disburse the contracted wages, or other compulsory payments, including obligations in accordance with the provisions of the international conventions listed in Annex 8 of the Law on Public Procurement.

# Method of proving the fulfilment of the criteria:

The economic operator is obliged to compile and submit an application through the Portal on the fulfilment of the criteria for qualitative selection of the economic operators, which confirms that there is no ground for exclusion.

In the event of reasonable doubt as to the veracity of the data stated in the statement of the business entity, the contracting authority will require the submission of appropriate evidence.

# 3.1.4. Conflict of interest Legal basis:

Article 111, paragraph 1, item 4) of the PPL - the Contracting Authority shall exclude an economic operator from public procurement procedure if item 3 there is a conflict of interest, in terms of the Law on Public Procurement, which cannot be eliminated by other measures.

# Method of proving the fulfilment of the criteria:

The economic operator is obliged to compile and submit an application through the Portal on the fulfilment of the criteria for qualitative selection of the economic operators, which confirms that there is no ground for exclusion.

In the event of reasonable doubt as to the veracity of the data stated in the statement of the business entity, the contracting authority will require the submission of appropriate evidence.

# 3.1.5. Undue influence on the procedure Legal basis:

Article 111, paragraph 1, item 5) of the PPL - the Contracting Authority shall exclude an economic operator from public procurement procedure if it determines that the economic operator has undertaken to unduly influence the decision-making process of the Contracting Authority or obtain confidential information that may confer upon it undue advantage in the public procurement procedure or to has provided misleading information that may have effect on decisions concerning the exclusion of economic operator, the selection of an economic operator or the award of a contract.

# Method of proving the fulfilment of the criteria:

The economic operator is obliged to compile and submit an application through the Portal on the fulfilment of the criteria for qualitative selection of the economic operators, which confirms that there is no ground for exclusion. The absence of this ground for exclusion is established by the contracting authority.

**Note:** *The contracting authority is not obliged to use the grounds for exclusion prescribed by Article 112 of the* Law *on Public Procurements, but if it uses them it is obliged to state them in the documentation and to exclude the economic operator from the public procurement procedure if in any way at any time of the procedure it determines that there are grounds for exclusion.*

# 3.1.6. Violations of previously concluded contracts

**Legal basis:**

Article 112, paragraph 1, item 5) of the PPL - the contracting authority may stipulate in the procurement documentation that it will exclude a business entity from the public procurement procedure at any time if it determines that the business entity has not fulfilled its obligations from previously concluded contracts in the period of the previous three years from the date of the deadline for submission of bids. on public procurement or a previously concluded concession agreement, the consequence of which was the termination of that agreement, collection of security funds, compensation for damages or others.

# Method of proving the fulfilment of the criteria:

The economic operator is obliged to compile and submit an application through the Portal on the fulfilment of the criteria for qualitative selection of the economic operators, which confirms that there is no ground for exclusion.

In the event of reasonable doubt as to the veracity of the data stated in the statement of the business entity, the contracting authority will require the submission of appropriate evidence.

# False information and failure to provide evidence

# Legal basis:

Article 112, paragraph 1, item The PPL - the contracting authority may stipulate in the procurement documentation that it will exclude the business entity from the public procurement procedure at any time if it determines that the business entity in the public procurement procedures in the period of the previous three years from the date of the deadline for submission of bids has submitted untrue the data needed to check the grounds for exclusion or the criteria for the selection of a business entity, or that it was unable to provide evidence of the fulfilment of the criteria for the qualitative selection of a business entity, if it used the statement from Article 118 of the Law on Public Procurement as a means of proof.

# Method of proving the fulfilment of the criteria:

The economic operator is obliged to compile and submit an application through the Portal on the fulfilment of the criteria for qualitative selection of the economic operators, which confirms that there is no ground for exclusion.

In the event of reasonable doubt as to the veracity of the data stated in the statement of the business entity, the contracting authority will require the submission of appropriate evidence.

* 1. ***ECONOMIC OPERATOR SELECTION CRITERIA***

# 3.2.1. Financial and economic capacity - other economic or financial conditions

# Legal basis:

Article 116, paragraph 1 of the PPL - the contracting authority may determine in the procurement documentation the financial and

economic capacity which ensures that economic operators have the financial and economic capacity necessary for the execution of the public procurement contract.

# Additional description of criteria:

That the business entity has not had recorded days of insolvency (blockage of current accounts) continuously in the last 6 months before the deadline for submission of bids.

# Method of proving the fulfilment of the criteria:

The business operator is obliged to compile and submit with the offer a statement on the fulfilment of the criteria for the qualitative selection of the business entity, which confirms that it meets this criterion for the selection of the business operator. In the statement, it is necessary to state whether in the last 6 months before the deadline for submission of bids, it had recorded days of insolvency (blockage of current accounts).

Prior to making a decision in the public procurement procedure, the contracting authority is obliged to request from the bidder who submitted the most economically favourable bid to submit evidence of fulfilment of the criteria for qualitative selection of the economic operator.

**This criterion is proven** by submitting a confirmation from the National Bank of Serbia on the number of days of insolvency for the last 6 months before the deadline for submitting bids.

If the above data is publicly available on the website of the National Bank of Serbia, the most favourable bidder will not be obliged to provide the above proof.

# Technical and professional capacity

* + - 1. **List of services provided**

**Legal basis:**

Article 117, paragraph 1 of the PPL - the contracting authority may set requirements ensuring that economic operators possess the necessary human and technical resources and experience necessary to perform the public procurement contract to an appropriate quality level, and may require, in particular, that economic operator has sufficient experience in terms of contracts performed in the past.

# Additional description of criteria:

That the business entity has successfully developed and implemented software for the establishment of a documentation management system for at least two contracting authorities in the previous three years before the deadline for submitting bids.

The information solution for both required references must fulfil at least the following functionalities:

* Enables the functioning of the documentation management system
* It is implemented in the IT environment of the contracting authority
* It is in active use
* Allows at least 50 users to work simultaneously

# Method of proving the fulfilment of the criteria:

The business operator is obliged to compile and submit with the offer a statement on the fulfilment of the criteria for the qualitative selection of the business entity, which confirms that it meets this criterion for the selection of the business operator.

The data that, for both references, must be stated in the statement are: the name of the contracting authority; name of the reference service; the date of completion of the service, i.e., the implementation of the software solution (release of the information system into production). If the business entity did not provide the reference service independently, but with other participants, it is obliged to state this in the statement, as well as a description of the part of the reference service that applies to it.

Prior to making a decision in the public procurement procedure, the contracting authority is obliged to request from the bidder who submitted the most economically favourable bid to submit evidence of fulfilment of the criteria for qualitative selection of the economic operator. This criterion is proved by the first-ranked bidder by submitting signed confirmations from both contracting authorities, which must contain:

* Information about the contracting authority – name of the contracting authority, address; contact person at the contracting authority (name and surname, function/position, e-mail address and phone number);
* Reference data – service name; number of contract, purchase order, agreement or other basis; when the service was performed (the date of implementation of the software solution, i.e. the release of the information system into production); an indication that the service was performed successfully, in accordance with the agreed quality, scope and deadline;
* Information on whether the business entity to which the certificate is issued provided the service independently or with other participants, as well as a description of the part of the reference service that applies to it if it implemented the reference service with other participants;
* Data that the implemented information solution fulfils all the required functionalities: that it enables the functioning of the documentation management system; that it is implemented in the IT environment of the contracting authority; that it is in active use; to allow at least 50 users to work simultaneously.

Citations from the Statement for which the confirmation of the contracting authority is not attached will not be recognised as a reference. The contracting authority reserves the right to check the submitted data.

If the bid is submitted by a group of bidders or a bid with a subcontractor, the references are added together. If the subcontractor's references are used to prove the required criteria, the subcontractor must participate in the provision of the service in question and in its statement specify the personnel with whom it will participate in the implementation.

References issued between participants in the offer, i.e., references confirmed by the bidder to himself, group members or subcontractors with whom it participates, will not be accepted.

# 3.2.2.2. Educational and professional qualifications

# Legal basis:

Article 117, paragraph 1 of the PPL - the contracting authority may set requirements ensuring that economic operators possess the necessary human and technical resources and experience necessary to perform the public procurement contract to an appropriate quality level, and may require, in particular, that economic operator has sufficient experience in terms of contracts performed in the past.

# Additional description of criteria:

That the business entity has the necessary personnel capacity, based on an employment contract or engaged under another contractual relationship in accordance with the valid Labour Law, which will be engaged in the implementation of the public procurement in question, namely:

1. Project manager (one (1) person), who:

* has a higher education in the field of information and communication technologies
* has at least 5 years of work experience in IT project management
* In the last three years before the deadline for submitting bids, managed at least one successfully implemented project in the IT field, in which at least 5 team members participated and which lasted at least 6 months
* has a valid international certificate in the field of project management - PMP (Project Management Professional), Prince2, or equivalent

1. System analyst (one (1) person), who:

* has a higher education in the field of information and communication technologies
* has at least 5 years of work experience in the field of system analysis within IT projects
* In the last three years before the deadline for submitting bids, participated in the position of system analyst in at least one successfully implemented project that included the optimisation of business processes and the integration of various information systems, and which lasted at least 6 months
* has one of the following certificates in the field of business analysis or equivalent:
* CCBA (Certification of Competence in Business Analysis)
* CBAP (Certified Business Analysis Professional)

1. Architect of software solutions (one (1) person), who:

* has a higher education in the field of information and communication technologies
* has at least 5 years of work experience in designing software solutions

1. Developer (one (1) person), who:

* has a higher education in the field of information and communication technologies
* has at least 5 years of work experience in the field of development and maintenance of information systems

1. Database administrator (one (1) person), who:

* has a higher education in the field of information and communication technologies
* has at least 5 years of work experience in the administration, maintenance and optimisation of databases

The contracting authority requires at least 5 (five) specified persons (positions), with the required conditions, so that two or more specified positions cannot be proved through the same person.

# Method of proving the fulfilment of the criteria:

The business operator is obliged to compile and submit with the offer a statement on the fulfilment of the criteria for the qualitative selection of the business entity, which confirms that it meets this criterion for the selection of the business operator. In the statement, it is necessary to state the names and surnames of all 5 (five) required persons and indicate through which person which position is filled (which person is in the position of project manager, which is in the position of system analyst...).

If the offer is submitted by a group of bidders or with the participation of subcontractors, the required personnel capacity can be proved together, with the fact that each participant must state in its statement which of the required capacities it fulfils and proves (name and surname of the person, position).

Prior to making a decision in the public procurement procedure, the contracting authority is obliged to request from the bidder who submitted the most economically favourable bid to submit evidence of fulfilment of the criteria for qualitative selection of the economic operator. The first-ranked bidder proves this criterion by submitting the following documentation:

* Copies of employment contracts and mandatory social insurance application forms (M form) for persons employed by the bidder or copies of employment contracts for persons employed on other grounds;
* Copies of diplomas;
* Signed work biographies (CV) of the mentioned persons, which clearly prove the required experience;
* Confirmation of the requested reference, for the persons for whom they are requested, signed by the person ordering the work, with all the necessary information: name and description of the reference; participation of the person to whom the certificate refers in the implementation of the project (role/position in the project, job description); data on the contracting authority with whom the reference was made (name of the contracting authority, address, contact person at the contracting authority - first and last name, function/position, e-mail address and phone number); date of implementation of the project, i.e., implementation of the software; as well as additional data for references where required (number of team members; project duration from-to; indication that the service was performed successfully, in accordance with the agreed quality, scope and deadline);
* Copies of valid certificates, for the requested persons.

The contracting authority reserves the right to check the submitted data.

If the bidder in the offer, in order to score criteria **C1 - References of the engaged staff responsible for the implementation of the public procurement**, submitted certain evidence (such as a copy of the employment contract, work curriculum vitae), it will not be obliged to submit it again as the first-ranked bidder, only lead takes into account that in that case the work resume contains all the necessary data regarding the mentioned criteria for scoring and this criterion for the qualitative selection of the business entity).

The reference, which is for the mentioned persons, issued by the business entities participating in the offer, will not be accepted.

The replacement of one of the mentioned persons during the implementation of the contract is possible only with the consent of the contracting authority and can only be done by an appropriate replacement with a person who meets all the required conditions.

# Quality assurance standards

**Legal basis:**

Article 126 Of the PPL - If the Contracting Authority requests, for the purpose of proving criteria for qualitative selection submission of certificates from independent bodies confirming the compliance of the business entity with certain quality assurance standards, including accessibility for persons with disabilities, is obliged to refer to quality assurance systems based on the appropriate standards confirmed by accredited bodies.

# Additional description of criteria:

A business entity that participates in the public procurement procedure in question must prove compliance with certain quality assurance standards, and must have the following integrated system:

* SRPS ISO/IEC 27001 - information security management system or equivalent
* SRPS ISO/IEC 20000-1 - service management system in the field of information technologies or equivalent

# Method of proving the fulfilment of the criteria:

The business entity is obliged to compile through the Portal and submit with the offer a statement on the fulfilment of the criteria for the qualitative selection of the business entity, by which it confirms that it meets this criterion for the selection of the business entity, and in which it should state that it has the valid required certificates.

Prior to making a decision in the public procurement procedure, the contracting authority is obliged to request from the bidder who submitted the most economically favourable bid to submit evidence of fulfilment of the criteria for qualitative selection of the economic operator. The first-ranked bidder proves this criterion by submitting a copy of valid certificates.

1. **DATA REGARDING THE CRITERIA FOR AWARDING THE CONTRACT**

The contracting authority awards the contract to the most economically advantageous offer based on the **price and quality ratio**:

|  |  |
| --- | --- |
| **Criterion** | **Weight** |
| Price | 70 |
| Quality | 30 |
| Total | 100 |

When calculating the weights, the Contracting Authority will take into account only those bids that after examination and expert evaluation were not rejected as unacceptable.

Ranking of acceptable bids will be done according to the number of weights assigned to each bid.

The total number of weights is equal to the sum of the weights for each criterion.

𝐵𝑢 - total number of weights

𝐵𝑢 = 𝐵𝑐 + ∑ 𝐵𝑘 𝐵𝑐 - the achieved number of weights for the price criterion

𝑘 𝑘 - quality criterion

𝐵𝑘 - achieved number of weights for the quality criterion

**4.1 Method of scoring price criteria**

**Price – maximum 70 weightings**

The maximum number of weights for the best offered value, that is, with 70 weightings, the offer with the lowest offered price is evaluated.

Other offers are evaluated in relation to the lowest offered price, using the following formula:

𝐵c - achieved number of weights for the quality criterion

𝐵c = 𝑚𝑖𝑛𝐶 × 𝑃 𝑚𝑖𝑛𝐶 - the lowest offered price

𝐶 𝐶 - offered price

𝑃 - price weighting value (70)

***Note:*** **Price** - total value expressed in dinars without VAT through item 7 of the offered price structure form.

**4.2 Method of scoring quality criteria**

**Quality criterion - maximum 30 weights**

|  |  |
| --- | --- |
| **Elements of quality criteria** | **Weighting** |
| (C1) References of engaged personnel responsible for the implementation of public procurement | 20 |
| (C2) Additional staff | 6 |
| (C3) response time | 4 |
| Total | 30 |

The total number of weights for the quality criterion is equal to the sum of the weights for each element of the quality criterion.

Bk - achieved number of weights for the quality criterion

Achieved number of weightings for the criterion element:

Bk = C1 + C2 + C3 C1 - references of engaged personnel responsible for

implementation of public procurement

C2 - additional staff

C3 - response time

**4.2.1 Criterion C1 – References of engaged personnel responsible for the implementation of public procurement**

**A maximum of 20 weights**

Within this element of the criteria, the references of individuals nominated in connection with the positions from point 3.2.2.2 of the Criteria for the qualitative selection of a business entity, as personnel responsible for the implementation of public procurement, are scored. Only their references that they have successfully implemented in the position they are engaged in in the offer, in connection with the development of software for the establishment of a documentation management system, are scored.

**Weighting methodology:**

1. **Project manager** - the reference refers to successfully implemented software development projects for the establishment of a documentation management system, which it managed as a project manager

* 3 references ........................................... 1 weighting
* 4 references ........................................... 3 weightings
* 5 references and more .............................. 4 weightings

1. **System analyst** - the reference refers to successfully realised software development projects for the establishment of a documentation management system, in which it participated in the position of system analyst

* 3 references ........................................... 1 weighting
* 4 references ........................................... 3 weightings
* 5 references and more .............................. 4 weightings

1. **Software solution architect** - the reference refers to successfully implemented software development projects for the establishment of a documentation management system, in which it participated in the position of software solution architect

* 3 references ........................................... 1 weighting
* 4 references ........................................... 3 weightings
* 5 references and more .............................. 4 weightings

1. **Developer** - the reference refers to successfully implemented software development projects for the establishment of a documentation management system, in which it participated in the position of a developer

* 3 references ........................................... 1 weighting
* 4 references ........................................... 3 weightings
* 5 references and more .............................. 4 weightings

1. **Database administrator** - the reference refers to successfully implemented software development projects for the establishment of a documentation management system, in which they participated in the position of database administrator, database maintenance and optimisation

* 3 references ........................................... 1 weighting
* 4 references ........................................... 3 weightings
* 5 references and more .............................. 4 weightings

The maximum number of weightings per position is 4 weightings. The maximum number of weightings for all 5 persons (positions) is 20. The bidder does not receive weights if it submitted one or two references for a specific person (position).

***Example of weighting methodology:***

If the bidder has provided adequate evidence for 3 references for the project manager, 4 references for the developer and 6 references for the database administrator, that is a total of 8 weights.

The reference, which is for the mentioned persons, issued by the business entities participating in the offer, will not be accepted.

**The evidence required for the assessment of criterion C1 is submitted in the offer, namely:**

* Copies of employment contracts and mandatory social insurance application forms (M form) for persons employed by the bidder or copies of employment contracts for persons employed on other grounds;
* Copies of diplomas;
* Signed work biographies (CVs) of the mentioned persons, which clearly prove the required experience and from which all the presented references that are scored can be determined;
* Certificates of references, signed by the person ordering the work, with all the necessary information: name and description of the reference; participation of the person to whom the certificate refers in the implementation of the project (role/position in the project, job description); data on the contracting authority with whom the reference was made (name of the contracting authority, address, contact person at the contracting authority - first and last name, function/position, e-mail address and phone number); date of realisation of the project, i.e. implementation of the software; an indication that the service was performed successfully, in accordance with the agreed quality, scope and deadline.

**The contracting authority reserves the right to check the submitted evidence.**

**4.2.2 Criterion C2 – Additional staff**

**Maximum of 6 weightings**

Bidders for additionally engaged programmers and database administrators, who meet the conditions for the specified positions from point 3.2.2.2 of the Criteria for the qualitative selection of a business entity and who have at least 3 required references each, receive a maximum of 6 weightings.

**Weighting methodology:**

1. **For an additional engaged developer:**

* who has acquired a higher education in the field of information and communication technologies and at least 5 years of work experience in the field of development and maintenance of information systems, which are the conditions for the specified position from point 3.2.2.2 of the Criteria for the qualitative selection of a business entity - **2 weightings** (the bidder does not receive weights if the additionally engaged developer does not meet the specified conditions)
* who has at least 3 references, which means successfully implemented software development projects for the establishment of a documentation management system, in which it participated as a developer - **1 weighting** (the bidder does not receive a weight for references if the conditions from the previous item are not met)

1. **For an additional database administrator:**

* who has acquired a higher education in the field of information and communication technologies and at least 5 years of work experience in the administration, maintenance and optimisation of databases, which are the conditions for the specified position from point 3.2.2.2 of the Criteria for the qualitative selection of a business entity - **2 weightings** (bidder does not receive weights if the additionally engaged database administrator does not meet the specified conditions)
* who has at least 3 references, which means successfully implemented software development projects for the establishment of a documentation management system, in which it participated as a developer - **1 weighting** (the bidder does not receive a weight for references if the conditions from the previous item are not met)

**The evidence required for the assessment of criterion C2 is submitted in the offer, namely:**

* Copies of employment contracts and mandatory social insurance application forms (M form) for persons employed by the bidder or copies of employment contracts for persons employed on other grounds;
* Copies of diplomas;
* Signed work biographies (CV) of the mentioned persons, which clearly prove the required experience and from which all the presented references that are scored can be determined;
* Certificates of references, signed by the person ordering the work, with all the necessary information: name and description of the reference; participation of the person to whom the certificate refers in the implementation of the project (role/position in the project, job description); data on the contracting authority with whom the reference was made (name of the contracting authority, address, contact person at the contracting authority - first and last name, function/position, e-mail address and phone number); date of realisation of the project, i.e. implementation of the software; an indication that the service was performed successfully, in accordance with the agreed quality, scope and deadline.

**The contracting authority reserves the right to check the submitted evidence.**

Hiring the same person for both positions will not be accepted (one person applies for both developer and database administrator), nor is it allowed to hire two people for the same position (e.g., two people, both for the position of developer). It is not allowed to hire individuals nominated for point 3.2.2.2 through additional staff (e.g., it is not allowed to register the project manager from point 3.2.2.2 here as a developer). In these cases, the contracting authority will not assign weightings.

The reference, which is for the mentioned persons, issued by the business entities participating in the offer, will not be accepted.

***Example of weighting methodology:***

If the bidder hires another developer, who fulfils all the required conditions under point 3.2.2.2 that refer to this position and has at least 3 references that are scored, they get 3 weightings (2+1). If the bidder also hires another database administrator, who fulfils all the required conditions under point 3.2.2.2 that refer to this position, but has one reference, they get 2 weightings (2+0). In the end, the bidder, according to the description given in the example, receives a total of 5 weightings for this criterion element (3+2).

**4.2.3 Criterion C3 – Response time**

**Maximum of 4 weightings**

The business entity receives additional weightings, a maximum of 4 weightings, as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Critical error | Major error | Minor error | Number of weightings |
| 3 hours | 6 hours | 8 hours | 0 |
| 2 hours and 30 minutes | 5 hours | 6 hours | 2 |
| 2 hours | 4 hours | 4 hours | 4 |

**The evidence required for the evaluation of criteria C3 is submitted in the offer, through the data filled in in Article 20 of the Model Contract.**  If the bidder does not fill in the given data or does not submit the Contract Model in the offer, it will be considered that it has fulfilled only the mandatory requirements regarding the response time from point 2.7.2 of the Technical Specifications and will not receive weights for this element of the criteria.

The description and other important data are given in point 2.7.2 of the Technical Specifications and the Contract Model.

**Reserve criteria on the basis of which the contract will be awarded in a situation where there are two or more bids that are equal after the application of the criteria:**

In a situation where there are two or more offers with the same maximum number of weights, the Purchaser will choose the most favourable offer by choosing the offer of the bidder who offered a term of less than 6 months, from the date of conclusion of the contract, for development, delivery of software with source code, necessary licences, system implementation, user training and release of software into production (deadline from point 2.9 of the Technical specification).

Application of the draw

If, even after the application of the above-mentioned reserve criteria, it is not possible to make a decision on the award, the contracting authority will award the contract to the bidder who will be drawn by lot. The contracting authority shall notify in writing all bidders who have submitted bids of the date when the draw will take place. The draw will cover only those bids that are most favourable after the ranking based on the award criteria and the reserve criterion. The contracting authority will draw by draw in public, in the presence of the bidder, by writing the names of the bidders on separate papers of the same size and colour, and will fold all these papers and put them in a transparent box from where they will draw one paper and one in accordance with the order of the drawn names of the bidders, the ranking of bids will be performed, i.e., the bidder whose name will be on the first drawn paper will be the first ranked bidder. The contracting authority will submit to the bidders who do not attend this procedure the minutes from the draw by lot.

***Note:*** *The contracting authority may define the draw procedure in another way.*

1. **DATA ON THE BASIS OF WHICH THE BIDDERS PREPARE THE BID FORM**

The tender documentation contains data on the basis of which the bidders prepare the bid form, which contains the following data:

1. general data on the bidder, i.e., each bidder from the group of bidders, as well as subcontractors (business name or abbreviated name from the appropriate register, registered office address, identification number and tax identification number, contact, etc.);
2. the validity period of the bid expressed in the number of days from the day of bid opening, which may not be shorter than 30 days;
3. subject matter of public procurement:
4. price and other criteria for awarding the contract, which can be expressed numerically;
5. other procurement requirements, which the contracting authority considers relevant for the conclusion of the contract and which can be expressed numerically;
6. data on the part of the contract that the bidder will entrust to the subcontractor (by subject or in quantity, value or percentage), data on the subcontractor, as well as data that the Contracting Authority will make payments directly to the subcontractor, in case the subcontractor requests direct payment of due receivables;
7. a statement of integrity by which the bidder confirms under full material and criminal responsibility that it submitted its bid independently, without agreement with other bidders or interested persons and to guarantee the accuracy of the data in the bid.

**Note:** The bid form is automatically formed on the Portal based on the data entered by the contracting authority in step: *Criteria for contract award and other procurement requirements.*

1. **DATA ON THE BASIS OF WHICH THE BIDDERS PREPARE THE FORM OF THE STATEMENT ON FULFILLMENT OF THE CRITERIA FOR QUALITATIVE**

**SELECTION OF THE ECONOMIC OPERATOR**

The form of the statement on the fulfilment of the criteria for the qualitative selection of the economic operator is automatically formed on the Portal on the basis of the data entered by the contracting authority in the step: Criteria for qualitative selection of the economic operator. The portal automatically forms part of the tender documentation: Criteria for qualitative selection of an economic operator and instructions on how to prove the fulfilment of these criteria, and

If the bid is submitted by a group of economic entities, a separate statement of each member of the group of economic entities shall be submitted in the bid, which shall contain data for the relevant capacities of the group member.

If an economic operator intends to entrust a part of the contract to a subcontractor or use the capacities of other entities, it is obliged to submit a separate statement for the subcontractor, i.e., the entity whose capacities it uses, containing data on the relevant capacities of the subcontractor or other entity it intends to use.

The economic operators shall state in the statement on the fulfilment of the criteria the issuers of evidence on the fulfilment of the criteria for qualitative selection of the economic operator and state that they will be able to submit that evidence to the contracting authority upon request and without delay.

In the statement on fulfilment of the criteria, the economic operator may state data on the internet address of the database, all necessary identification data and statement of consent, through which evidence can be obtained, i.e., inspect the evidence on fulfilment of the criteria for qualitative selection of the economic operator.

1. **OFFERED PRICE STRUCTURE FORM**

For public service procurement - Development of software for establishing a documentation management system

reference number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Service name** | **Unit**  **of measurement** | **Estimated quantity** | **Unit price without VAT** | **Unit price with VAT** | **Total price without VAT** | **Total price with VAT** |
| *1* | *2* | *3* | *4* | *5* | *6* | *7* | *8* |
| **1.** | Establishment of the system | complete | 1 |  |  |  |  |
| **2.** | Basic maintenance | 1 month | 36 |  |  |  |  |
| **Total price** | | | | | |  |  |

## INSTRUCTION FOR COMPLETING THE FORM OF THE STRUCTURE OF THE OFFERED PRICE

* *It is mandatory to fill in all required data*

**Instructions for filling out:**

The data contained in the Offered Price Structure Form are entered in accordance with the description given in the Technical Characteristics (Specifications) and the following instructions:

* In column 5 - enter the unit price (without VAT)

**The price for setting up the system** includes all costs for the delivery of software with source code, system implementation and training, all licence costs for the implemented software

**The price for basic maintenance** is determined by the bidder in accordance with the description defined in detail in part 2.7. Technical specifications and contractual provisions

* In column 6 - enter the unit price (with VAT)
* In column 7 - enter the total price (without VAT)
* In column 8 - enter the total price (with VAT)

1. **OFFER PREPARATION COSTS FORM**

Pursuant to Article 138 of the Law, the bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*insert name*] shall submit the total amount and structure of costs of bid preparation, as follows in the table:

|  |  |
| --- | --- |
| **COST TYPE** | **AMOUNT OF COST IN RSD** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **TOTAL AMOUNT OF BID PREPARATION COSTS** |  |

# Note:

The costs of preparation and submission of the bid shall be borne exclusively by the bidder and may not require reimbursement of costs from the Contracting Authority. If the public procurement procedure is suspended due to reasons on the part of the Contracting Authority, the Contracting Authority shall reimburse the bidder for the costs of making the sample or model, if they were made in accordance with the technical specifications of the Contracting Authority and the costs of obtaining security, provided that the bidder in its offer asked for compensation of such costs.

# Submission of this form is optional.

**9.** **CONTRACT MODEL**

# FOR PUBLIC PROCUREMENT OF SERVICES - DEVELOPMENT OF SOFTWARE FOR ESTABLISHING A DOCUMENTATION MANAGEMENT SYSTEM

Entered into by and between:

|  |
| --- |
| ***CONTRACTING AUTHORITY:*** |
|  |
| with headquarters in , street no.\_\_\_\_\_\_\_\_\_\_\_\_\_\_, |
| TAX ID: ; Identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_,  represented by  (hereinafter referred to as: Contracting Authority) |

and

,

with seat at , Street no. , tax identification number ; registration number: .

Account number: Bank name: Telephone: Telefax: .

represented by .(hereinafter referred to as: Service Provider),

*(variant: joint offer)*

* *The service provider is the job holder of the following group of bidders*
* *Bidders who submit a joint bid are liable unlimitedly jointly and severally with the contracting authority.*

*(variant: offer with subcontractor)*

* *The service provider submitted the offer with the following subcontractors*
* *The service provider is the following part of the procurement:*

*entrusted to a subcontractor*

* *The Bidder is fully responsible to the Contracting Authority for the performance of contractual obligations, regardless of the number of subcontractors.*

**THE CONTRACTING PARTIES AGREE THAT:**

* The contracting authority conducted an open procedure for the public procurement of services: Development of software for the establishment of a documentation management system, JN no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
* The supplier submitted the Offer, number \_\_\_\_\_\_\_, in all respects in accordance with the Tender documentation.
* - The contracting authority awarded the contract to the Service Provider, based on the Decision on awarding the contract, number \_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in accordance with the Law on Public Procurement (“Official Gazette of the Republic of Serba”, Nos. 91/19, 92/23).

# Subject matter of the Contract Article 1

The subject of this contract is the development of software for the establishment of a documentation management system, in accordance with the Technical Specification and the Offer of the Service Provider, which is an integral part of the Contract.

By concluding this contract, the Service Provider undertakes to establish a documentation management system according to the Technical Specifications, deliver the source code, necessary licences, implement and integrate the software with the existing information system of the contracting authority, perform user training and maintain the system for a period of three years from the establishment of the system.

The system is considered established on the day of signing the Minutes on the qualitative handover of the system.

# Term and place of performance of services Article 2

For development, delivery of software with source code, necessary licences, system implementation, user training and release of software into production, i.e., system establishment, the deadline is a maximum of 6 months from the date of conclusion of the contract (note - if the selected bidder, due to the application of the reserve criterion, offered a shorter deadline in the Offer Form, the contracting authority will specify it before signing the Contract).The contract is considered concluded after the Service Provider delivers the means of security for the fulfilment of the contractual obligations. If the Service Provider does not deliver the specified means of security within the period referred to in Article 13 of the Agreement, it is considered that the Agreement has not been concluded and the Contracting Authority will charge the means of security for the seriousness of the offer.

The deadline for system maintenance is 3 years (36 months) from the establishment of the system.

The place of performance of the service is the location of the contracting authority \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

# Contract value Article 3

The total contracted value is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ without VAT, or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with VAT.

The total contracted value consists of:

1. The agreed value for the establishment of the system, in accordance with item 1 of the Offered Price Structure Form, which amounts to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ without VAT, or \_\_\_\_\_\_\_\_\_\_\_\_\_\_ with VAT.

The price for setting up the system includes all costs for the delivery of software with source code, system implementation and training, all licence costs for the implemented software.

1. The price for the total basic maintenance for a period of 3 years, in accordance with item 2 of the Offered Price Structure Form, which amounts to \_\_\_\_\_\_\_\_\_\_\_\_\_ without VAT, or \_\_\_\_\_\_\_\_\_\_\_\_ with VAT.

The price of the basic monthly maintenance, in accordance with item 2 of the Offered Price Structure Form, is \_\_\_\_\_\_\_\_\_\_\_\_\_ without VAT, that is \_\_\_\_\_\_\_\_\_\_\_\_ with VAT.

The mentioned elements of the price, which make up the value of the contract, are fixed.

# Deadline and method of payment

# Article 4

For the established system, payment is made within 30 days from the day of receipt of the orderly invoice, and after signing the Minutes on the qualitative handover of the system.

For basic maintenance, payment is made in equal monthly amounts during 3 years after the establishment of the system, within 30 days from the date of receipt of the orderly invoice and the Report on the performed monthly basic maintenance services.

The report on the services performed is drawn up by the Service Provider and must contain a detailed specification, i.e. the type and description of the services provided, which is confirmed by a person designated by the contracting authority. The report on the services performed must be signed by the authorised representatives of the contracting authority and the Service Provider.

# Article 5

If subcontractors participate in the execution of the contract, they must be included in the Report on services provided, regarding the type of work (services) and value.

If the immediate payment of due claims to the subcontractor for the part of the contract performed by him is not foreseen, the Service Provider is obliged to, within 60 days after the payment of the invoice by the contracting authority, submit evidence and a written statement by the subcontractor that the payments of its claims in connection with this have been made contract. If the Service Provider does not act in accordance with the aforementioned provision, the contracting authority shall, within 30 days, submit to the Office for Public Procurement a proposal for the initiation of misdemeanour proceedings in accordance with Article 131, paragraph 6 of the Law on Public Procurement.

# Article 6

Claims from this contract cannot be assigned to other legal or physical persons, nor can a lien be established on them, that is, they cannot be used in any other way as a means of security against third parties.

# Article 7

# Documentation and communication

During the development and implementation phases of the software solution, the service provider is obliged to prepare and submit to the contracting authority the documentation defined by the Technical Specification.

When handing over the information solution, the Service Provider must prepare the following general documentation and submit it to the contracting authority:

* Technical documentation of the information solution (installed infrastructure)
* Data model documentation
* List of software tools that were used in the development of the solution
* General instructions that include instructions for users and instructions for administrators

The service provider prepares all documentation on electronic media.

# Article 8

Before signing the Record on qualitative handover of the system, the source code is delivered to the contracting authority in electronic form with all associated documentation.

The contracting authority acquires all property copyrights and there is no obligation to pay additional fees.

# Article 9

During the establishment and maintenance of the system, all communication with the contracting authority (written and oral) must take place in the Serbian language and may be in the form of e-mail, in the form of physical or virtual meetings. All coordination and working meetings between the contracting authority and the Service Provider must be documented, whereby the minutes are prepared by the Service Provider and confirmed by the contracting authority.

# Article 10

# Obligations of the contracting parties

The Contracting Authority undertakes to

a) Deliver to the Service Provider all necessary data and documentation for the implementation, as well as to continuously inform the Service Provider about all circumstances that could affect the implementation;

b) Appoints the Project Team, composed of the most relevant experts in the issues of interest to the realisation of the project, which will closely cooperate with the Service Provider and provide constant support to the project, with the sole responsibility for the development and implementation of the software being on the Service Provider. During the project, if necessary, temporary members will be hired for specific tasks;

c) Thoroughly and reasonably considers the proposals or requests of the Service Provider;

d) Ensure unhindered access to appropriate computer hardware and system equipment for the production environment in accordance with applicable legal and internal rules for data storage and protection and access to the system;

e) Ensure cooperation in system installation and configuration;

f) Ensure cooperation in checking intermediate results.

# Article 11

The service provider undertakes to:

a) act with the attention of a good expert, conscientiously, with quality and in accordance with valid regulations, standards, norms and other conditions from the Contract;

b) In the case of ambiguities or deficiencies, to notify the Contracting authority upon their determination, without delay, as well as to inform the Contracting authority of ongoing issues and situations that may have an impact on the performance of the assumed obligations;

c) Provide the contracting authority with all necessary licences for the use of the information solution;

g) Actively cooperate with service providers of existing applications that the contracting authority already uses, during their integration with the information system that is the subject matter of this contract;

e) Until the final report is issued, remove all observed errors and deficiencies in the system;

f) During the execution of the contract, it engages the persons (professional staff) it presented in its offer, with the fact that replacement is possible only on the basis of the obtained prior consent of the contracting authority and with a prior check whether the replacement for the staff is of the same quality (fulfils everything that the person who is replaced).

# Article 12

# Data processing and security

All data that the contracting authority will give to the Service Provider are the property of the contracting authority and the Service Provider is obliged to return them to the contracting authority as soon as the reason for which they were sent to him ceases.

When performing inspections and direct interventions in the Contracting authority's databases, the Service Provider cannot copy the data.

The service provider is obliged to keep as a business secret all information and data of the contracting authority to which it will have access and with which it will become familiar during the implementation of this contract. The above also applies to all persons engaged by the Service Provider.

In the event of a violation of the provisions on the protection of business secrets, which would result in damage to the contracting authority, the Service Provider is obliged to compensate the contracting authority for all costs incurred as a result of the actions of the Service Provider or hired persons.

# Article 13

# MEANS OF SECURITY FOR FULFILLMENT OF CONTRACTUAL OBLIGATIONS:

The service provider is obliged to provide the contracting authority with a bank guarantee in the amount of 10% of the total contracted value without VAT, as a guarantee for the fulfilment of contractual obligations, within 15 days from the signing of the Contract. The bank guarantee must be irrevocable, unconditional, payable on first call, without the right to objection and remarks, with a term of validity 30 days longer than the expiration of the contract, i.e., the term for the final performance of the contractual obligation.

The contracting authority will cash in the bank guarantee in the event of non-performance, irregular performance of the contractual obligations of the Service Provider, in the event that the Service Provider does not provide a means of security for the elimination of defects within the warranty period, as well as in the event that the Service Provider makes any change in the personnel shown in the Offer, which has not been approved and confirmed by the contracting authority.

If during the duration of the contract the deadlines for the performance of the contractual obligation change, the validity of the means of security must be extended.

# Article 14

# Warranty period

The service provider is responsible to the contracting authority for any errors and defects in the established system, for the operation of the software and the services provided, within a warranty period of 3 years from the signing of the Minutes of Quality Handover of the System.

The service provider guarantees that the established system works in accordance with the Technical Specifications on the basis of which the Offer was submitted, as well as with all the requirements agreed with the contracting authority during the development and implementation phases of the software solution.

The service provider undertakes to remedy all reported errors or defects in the established system during the warranty period, which result in the interruption of functionality, either in whole or in part of the established system.

During the warranty period, the Service Provider is obliged to eliminate all defects in the provided services and installed software free of charge.

# Article 15

# Means for rectifying defects within the warranty period

The service provider is obliged to hand over to the Contracting authority a bank guarantee for the elimination of defects within the warranty period, in the amount of 10% of the total contracted value without VAT, as a guarantee for the elimination of defects within the warranty period, when signing the Record of Quality Handover of the System.

The bank guarantee must be irrevocable, unconditional, payable at the first call, without the right to objection and remarks, with a validity period of 30 days longer than the agreed maintenance and warranty period.

Providing the bank guarantee from this article will be considered a contractual obligation, and failure to provide it is considered a failure to fulfil the obligations defined in this contract.

The service provider has the right to renew the bank guarantee once a year, with the fact that each guarantee must be delivered to the contracting authority no later than 30 days before the expiration of the previous one.

The contracting authority has the right to activate the mentioned means of financial security in the event that the Service Provider does not comply with the obligations from the warranty period.

# Article 16

# Maintenance

The maintenance period is three years from the signing of the Minutes on the qualitative handover of the system.

Maintenance includes basic maintenance.

# Article 17

For the smooth operation of the established system, in addition to the obligations within the warranty period, which are performed free of charge, the Service Provider must perform all other services that are necessary for the smooth operation of the established system.

The service provider must ensure:

* Flawless and complete operation of the established system during the duration of the contract and in accordance with the needs of the contracting authority;
* Full functionality of the established system in terms of eliminating possible errors, updating and ensuring correct operation, in case the system administrator of the contracting authority cannot do it alone and only the Service Provider has access to those contents;
* Responsiveness and IT support in accordance with the needs of the contracting authority and in accordance with the deadlines specified in the Technical Specification, Offer and Contract;
* Necessary maintenance of the established system;
* Periodic implementation of measures to increase the safety of use.

# Article 18

# Basic maintenance

Basic maintenance includes:

a) Standby

- Ensuring availability - readiness and acceptance of incidents through the Service Desk, every working day from 8 a.m. to 4 p.m.

- Management assistance - software administration

b) Application maintenance

* - Installing system updates with new versions at least once a year (licenced maintenance)
* - Support to key users of the information solution in operation, elimination of functional errors, support in re-establishment after failure (help in solving problems of users and administrators, providing advice)

v) Software maintenance

* - Ensuring legal compliance and changes affecting the contracting authority's work
* - Regular maintenance of the software installed on the server
* - Ensuring the validity of all licences for the duration of the contract
* - Improvement of the algorithm, responsiveness of the established system, adaptation to new technological bases, improvements of the user interface
* - Assistance with software changes and new versions, implementation of data processing on request
* - Supplementing and updating user instructions and technical documentation

# Article 19

# Maintenance request

A request is a document that is submitted to the Service Provider in case of reporting errors and problems.

To perform urgent basic maintenance tasks, the representatives of the contracting authority and the Service Provider can communicate directly by phone or e-mail. In these cases, it is considered that the Service Provider received the request at the time of the telephone conversation or receiving the e-mail.

The service provider is obliged to enable the contracting authority to monitor the status of the submitted request and to inform him about the implementation of the request.

# Article 20

# Response time and error recovery time

The service provider is obliged to respond to the Contracting authority's request within the time limit stipulated in the Offer and the Contract.

The request is considered received from the moment the contracting authority forwards it by e-mail or, for urgent and minor tasks, by phone during working hours.

The response time is the maximum time that elapses from the moment the Service Provider receives the request until the moment when a qualified person of the Service Provider must establish contact with the representative of the contracting authority by phone or e-mail and learn more about the problem.

The error correction time is the maximum time from the receipt of the request for error correction to the final solution or correction of the error.

The response time depends on the criticality of the error that affects the disruption of the work process at the contracting authority.

* Critical error: response time 3 hours, error correction time 6 hours from the receipt of the error correction request, regardless of the working hours of the Service Provider or the contracting authority

A critical error exists when the impossibility of using the established system (non-functionality of the system or some of the system components) significantly impedes the business of the contracting authority. The service provider undertakes that in the event of a critical error, it will immediately proceed to its elimination. If the Service Provider determines that the elimination of the error will take longer than 6 hours, it is obliged to immediately inform the contracting authority and establish a temporary operation of the information system, in order to enable the implementation of business processes at the contracting authority with as few disturbances as possible.

* Major error: response time 6 hours, error correction time 16 hours from receipt of error correction request

A major error is when the contracting authority can use the established system but the work process is disrupted

* - Minor error: response time 8 hours, error correction time 24 hours from receipt of error correction request

A minor error is when the contracting authority can use the established system, the work process is not yet disrupted, but it may become.

When the nature of the defect objectively requires a longer time for elimination, the Service Provider undertakes to inform the contracting authority immediately (explaining the content of the problem in writing and stating the measures that will be taken to eliminate the problem in the shortest possible time) and to obtain the consent of the Contracting authority to extend the deadline for the elimination of the defect.

Response time may be shorter than stated, in accordance with the given offer.

Response time (to be filled in by the bidder only if it is the subject of scoring in accordance with point 4.2.3 Criterion C3 - Response time from Chapter 4. DATA REGARDING THE CRITERIA FOR AWARDING THE CONTRACT

* - The critical error is \_\_\_\_\_\_\_\_\_\_\_;
* - A serious error is \_\_\_\_\_\_\_\_\_\_\_\_;
* - A minor error is represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Assessment of the criticality of errors and urgency is on the side of the contracting authority.

# Article 21

# Errors in the programme code

The service provider is obliged to correct all errors in the software code of the information solution free of charge.

# Article 22

# Obligations of the Service Provider

The service provider performs maintenance work under this contract during the regular working hours of the contracting authority, from 8:00 a.m. to 4:00 p.m., unless otherwise specified in the contract.

# Article 23

# Contractual penalty

If the Service Provider fails to perform contractual obligations within the time limit provided for in Article 2 of the Contract due to its own fault, it is obliged to pay the contracting authority a contractual penalty in the amount of 0.5% per day of the value of the Contract for each day of delay, with the fact that the total value of the contractual penalty cannot be greater than 10% of the total value of the Contract.

The amount for the collection of the contractual penalty is calculated by the contracting authority and sent to the Contractor. Compensation of claims is not allowed.

If, due to non-fulfilment or delay, the contracting authority has suffered damage that is greater than the amount of the contractual penalty, it may demand compensation for damages, i.e. in addition to the contractual penalty and the difference up to the full amount of the pre-paid damage.

# Article 24

If the Service Provider does not comply with the response time and/or the time for the removal of a critical error, as defined in Article 20 of the Contract, through its own fault, it is obliged to pay the Contracting Authority a contractual penalty in the amount of 5% of the monthly flat rate without VAT for each delayed started hour. In that case, the total amount of the contractual penalty cannot be higher than twice the monthly lump sum from Article 3 of the Contract.

If the Service Provider does not comply with the response time and/or the time for removing a serious or minor error, as defined in Article 20 of the Contract, due to its own fault, it is obliged to pay the Client a contractual penalty of 3% of the monthly flat rate without VAT for each delayed started hour. In that case, the total amount of the contractual penalty cannot be higher than twice the monthly lump sum from Article 3 of the Contract.

The contracting authority and the Service Provider agree that the right to collect the contractual penalty is not conditioned by the occurrence of damage to the contracting authority.

If, due to non-fulfilment or delay, the contracting authority has suffered damage that is greater than the amount of the contractual penalty, it may demand compensation for damages, i.e., in addition to the contractual penalty and the difference up to the full amount of the pre-paid damage.

# Termination of contract Article 25

The contract can be terminated unilaterally in the event that one of the contracting parties does not fulfil its contractual obligations, whereby the conscientious contracting party has the right to compensation for the damage caused.

The contractual parties are obliged to notify the other contractor in writing about the termination of the Agreement, and if the latter does not respond to the notification received, the Agreement is considered terminated.

The contract will be considered terminated after the expiration of a period of 15 days, from the day of receipt of the written notice of termination of the contract.

# Article 26

The contracting authority may terminate this contract by means of a written notification of the committed omission to the Service Provider:

* due to the violation of the provisions of the Agreement, about which the contracting authority previously informed the Service Provider in writing, warned him and set a deadline for elimination;
* in case of breach of contractual obligations by the Service Provider, negligent and negligent performance of contractual obligations by the Service Provider's employees;
* in the event of a change of key personnel contrary to the provisions of the contract;
* in other cases provided by the Law and this contract.

# Force majeure Article 27

The contracting parties are released partially or completely from responsibility for non-fulfilment of obligations under this contract, if it is the result of force majeure.

Circumstances of force majeure are understood as circumstances that arose after the conclusion of this contract, as a result of extraordinary events independent of the will of the contracting parties, such as: war, earthquakes, floods, fires, epidemics, acts of state authorities affecting the performance of obligations.

The contractual party affected by force majeure is obliged to notify the other party in writing of the occurrence of unforeseen circumstances that prevent the performance of the contractual obligation. A contractual party that does not promptly notify the other party of the occurrence of the circumstances referred to in paragraph 2 of this article, which is affected by that circumstance, cannot be referred to it, unless that circumstance itself prevents the sending of such notification.

During the duration of the force majeure, obligations from the Agreement are suspended and sanctions for non-performance of contractual obligations are not applied.

With the occurrence of the circumstances referred to in this article, the deadline for the fulfilment of contractual obligations is extended for a period that corresponds to the duration of the circumstances and the reasonable deadline for eliminating the consequences of those circumstances.

If the circumstances referred to in this article last longer than 1 (one) month, each of the contracting parties reserves the right to terminate the Contract.

# Validity of the Contract

# Article 28

Pursuant to Article 2 of the Contract, the Contract is considered concluded after the Service Provider delivers the means of security for the fulfilment of the contractual obligations.

If the obligation to provide security is fulfilled, the contract is valid from the date of conclusion of the contract. The date of conclusion of the contract is considered the date when the contracting parties sign the contract, and if the contracting parties do not sign on the same day, the contract is considered concluded on the day when the contract is signed by both contracting parties and the signed copies are delivered to the contracting authority.

In case of force majeure or other objective circumstances, the Agreement may be extended for the duration of the force majeure or other objective circumstances, which will be determined by the conclusion of the annex to this contract.

# Dispute resolution

**Article 29**

The contracting parties agree that they will settle all possible disputes arising from this contract amicably.

In the event that the resulting dispute cannot be resolved amicably, the jurisdiction of the Commercial Court in .

# Other regulations

**Article 30**

For everything that is not stipulated in this contract, the provisions of the Law on Contracts and Torts ("Official Gazette of the Socialist Federal Republic of Yugoslavia", Nos. 29/78, 39/85, 45/89 - decision of the Constitutional Court of Yugoslavia”, and 57/89, "Official Gazette of the Federal Republic of Yugoslavia", 31/93, “Official Gazette of Serbia and Montenegro,” No. 1/03 - Constitutional Charter and “Official Gazette of the Republic of Serbia”, No. 18/20), as well as other regulations of the Republic of Serbia regulating this area.

# Article 31

The contract is made in 4 (four) identical copies, of which each contracting party retains 2 (two) copies.

|  |  |
| --- | --- |
| CONTRACTING AUTHORITY  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature of the authorised representative) | SERVICE PROVIDER  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature of the authorised representative) |
|  |  |

**10.** **INSTRUCTION TO BIDDERS ON HOW TO PREPARE AN OFFER**

# Data on the contracting authority

|  |  |
| --- | --- |
| Contracting Authority: | *(Portal withdraws the stated data)* |
| Tax identification number (TIN): | *(Portal withdraws the stated data)* |
| Address: | *(Portal withdraws the stated data)* |
| Website: | *(Portal withdraws the stated data)* |

**Basic information about the procedure**

|  |  |
| --- | --- |
| Name of the procedure: | **Development of software for establishing a documentation management system** |
| Reference number: | *(Portal withdraws the stated data)* |
| Type of procedure: | **Open procedure** |
| Type of procurement subject matter: | **Services** |
| Description: | *(Portal withdraws the stated data)* |
| Deadline for submission: | *(Portal withdraws the stated data)* |

**Characteristics of the public procurement procedure** *(instruments and techniques)* The public procurement contract is concluded.

# Description of subject matter / lot

**Development of software for establishing a documentation management system**

**Procurement description:**

*(Portal withdraws the stated data)*

The Contracting Authority defined the criteria for awarding the contract based on:

**Prices and quality criteria**

Method of ranking acceptable bids:

**Manual ranking**

# Electronic communication and data exchange on the Public Procurement Portal

Electronic communication is required in the procedure.

The bid/application is submitted through the Public Procurement Portal in the manner described in this instruction.

The user interested in the public procurement procedure communicates with the Contracting Authority exclusively through the Public Procurement Portal.

The user of the Public Procurement Portal may be interested in the published public procurement procedure by downloading the tender documentation or indicating its interest.

The documentation in this public procurement procedure on the Public Procurement Portal can be accessed on the

# on the procedure page:

## https://jnportal.ujn.gov.rs/

Actions in the public procurement procedure that you can carry out on that page of the procedure:

# sending a request for additional information or clarification regarding the procurement documentation as well as pointing out to the contracting authority any deficiencies and irregularities in the procurement documentation

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1246/Zahtev-za-dodatnim-informacijama-ili-poja%C5%A1njenjima-u-vezi-sa-dokumentacijom-o-nabavci)

* forming **a group of bidders**

see the general user manual for the Portal

* preparation and submission of **bid**

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1271/Priprema-i-podno%C5%A1enje-ponuda-i-prijava-putem-Portala)

# filling in the e-Statement on fulfilment of the criteria for qualitative selection of the economic operator

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1280/e-Izjava-o-ispunjenosti-kriterijuma-za-kvalitativni-izbor-privrednog-subjekta)

* **assignment of the right to a procedure** *(to a person in a business operator)*

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1284/Dodela-prava-na-postupak-%E2%80%93-ponu%C4%91a%C4%8Di)

# sending a request for protection of rights

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1352/e-Zahtev-za-za%C5%A1titu-prava)

* granting authorisation to the proxy for **representation in the procedure of protection of rights**

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1349/Punomo%C4%87nik-u-postupku-za%C5%A1tite-prava)

An economic operator may request additional information or clarifications from the Contracting Authority regarding the procurement documentation through the Public Procurement Portal, and may indicate to the Contracting Authority if it considers that there are deficiencies or irregularities in the procurement documentation, no later than 8 (data specified by the Contracting Authority) before the submission deadline.

# Email inbox in the procedure

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1220/Sandu%C4%8De)

The user interested in the procedure during the public procurement procedure receives the following information via the e-mail box on the Portal:

* + Changes to the tender documentation
  + Additional information or clarifications regarding procurement documentation
  + Modifications to the electronic catalogue
  + Award / suspension decision
  + Public procurement notices published

The user or economic operator that participates in the procedure through the mailbox through the Portal receives:

* + Confirmation of successfully submitted bid/application
  + Confirmation of successfully submitted amendment/supplement to the bid/application
  + Confirmation of revocation of bid/application
  + Invitation to submit bids
  + Invitation to participate in the e-auction
  + Minutes on the opening of bids

The user also receives copies of messages to the e-mail address with which he/she registered on the Portal.

# Preparation and submission of bids/applications

The economic operator makes a bid/application on the Public Procurement Portal according to the structure and content defined by the Contracting Authority during the preparation of the public procurement procedure on the Portal.

The economic operator submitting the bid/application must be registered on the Portal with at least one, and preferably more users (or user accounts).

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1291/Upravljanje-podacima-o-organizaciji-i-korisni%C4%8Dkim-nalozima-%E2%80%93-ponu%C4%91a%C4%8Di)

A bidder who has submitted a bid independently may not participate in a joint bid or as a subcontractor at the same time, nor may the same person participate in several joint bids.

The bidder may submit only one bid, except in the case when the submission of a bid with variants is allowed or required.

A detailed instruction on preparing an offer via the Portal:

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1276/Priprema-i-podno%C5%A1enje-ponude-u-otvorenom-postupku)

**Deadline for submission of bids or applications:** *(Portal withdraws the stated data)*

**Language in which offers/applications may be submitted:** **Serbian** (*information provided by the contracting authority*)

**Integrity statement**

In the bid/application form, the bidder/candidate must confirm with a statement of integrity under full material and criminal responsibility that it has submitted its bid/application independently, without agreement with other bidders/candidates or interested parties and guarantee the accuracy of the bid/application data.

# Preparation and submission of a joint bid/application

On the page of the public procurement procedure on the Portal, an economic operator may create a group of economic operators (bidders/candidates) in order to submit a joint bid/application.

A member of a group of economic operators submitting a bid/application must be authorised to submit a joint bid/application on behalf of the group. Authorisation to submit a bid/application on behalf of a group of economic operators, members of the group give through the Public Procurement Portal. All members of the group should be registered users of the Public Procurement Portal.

More about forming a group of economic operators:

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1272/Formiranje-grupe-ponu%C4%91a%C4%8Da-i-podno%C5%A1enje-ponude-u-ime-grupe-ponu%C4%91a%C4%8Da)

The bid/application is prepared and submitted by a member of the group authorised to submit a joint bid/application on behalf of the group of economic operators.

In the case of a joint bid/application, the data on the members of the group are part of the bid/application form.

When filling in the bid form of a group of bidders on the Public Procurement Portal, the value or percentage of the procurement value and the subject or quantity of the procurement subject to be performed by each member of the group according to the agreement should be stated. When filling in the application form of a group of candidates, this information is stated if it is known.

All members of the group of economic operators should fill in the Statement on fulfilment of the criteria for qualitative selection of the economic operator.

# Preparation of bid/application with subcontractor

If the bid/application includes subcontractors, they should be registered users of the Public Procurement Portal, but should not give consent to the economic operator to submit a bid/application through the Portal.

An economic operator that intends to entrust the execution of part of the contract to a subcontractor, is obliged to state for each individual subcontractor:

* 1. data on the subcontractor *(name of the subcontractor, address, identification number, tax identification number, name of the contact person).*
  2. information on the part of the contract that will be entrusted to the subcontractor *(by subject matter or in quantity, value or percentage).*
  3. data whether the subcontractor requires the Contracting Authority to pay to it directly the due claims for the part of the contract which it has executed.

The economic operator is obliged to submit a Statement of compliance with the criteria for qualitative selection of the economic operator for each subcontractor in the bid/application.

# Preparation of documents within the bid/application

The economic operator loads the bid/application documents according to the defined structure. Supported formats and sizes of documents are prescribed by the Instructions for the use of the Public Procurement Portal. In case an individual document exceeds the size provided on the Public Procurement Portal, it is recommended to use document compression or divide the document into smaller parts and upload smaller and/or compressed documents to the Public Procurement Portal.

Documents uploaded within the bid/application may not be encrypted by the economic operator. The Public Procurement Portal encrypts bids/applications and their parts and keeps the content of bids/applications secret, as well as information on the identity of the economic operator until the date and time of bid opening.

The business entity can prepare and upload to the Portal (P*rocedure Page → Offers or Applications → Preparation of documentation*) documents that it intends to attach as part of the offer / application.

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1276/Priprema-i-podno%C5%A1enje-ponude-u-otvorenom-postupku?anchor=7.-u%C4%8Ditajte-dokumente-koje-prila%C5%BEete-uz-ponudu)

The contracting authority has defined that it requires the following documents in addition to the bids/applications for the item/lot.

|  |
| --- |
| **(FOR LOT 1** **Development of software for establishing a documentation management system** |

**The contracting authority requires the bidder to enclose the following documents in its bid/application:**

**Offer / application form** - the Portal automatically forms a completed offer / application form based on the data entered by the business operator on the Portal;

Offered price structure form - The bidder is obliged to fill in and submit the offered price structure form in the electronic offer. Instructions for filling out are in the form itself.

Bid preparation cost form - If the Bidder does not declare costs, it can upload this form as unfilled (empty), in the place provided for uploading this document.

**The Statement on fulfilment of criteria for qualitative selection of economic operator** - form of the statement on the fulfilment of the criteria for the qualitative selection of the economic operator is automatically formed on the Portal on the basis of the data entered by the contracting authority in the step:

**Bid bond:** Data on the type, content, method of submission, amount and deadlines for guaranteeing the fulfilment of the bidder's obligations are listed in a separate chapter of these Instructions.

**Data related to the award criteria and evidence for verification** - Evidence related to the method of scoring quality criteria is detailed in chapter 4.2 Method of scoring quality criteria. In order to score the quality criteria in the offer, the offeror submits:

1. For scoring the criterion element (C1) References of engaged personnel responsible for the implementation of public procurement:

* copies of employment contracts and application forms for compulsory social insurance or copies of employment contracts;
* Copies of diplomas;
* signed work biographies with the required data;
* certificates of references with the required data.

1. For scoring the criterion element (C2) Additional staff:

* copies of employment contracts and application forms for compulsory social insurance or copies of employment contracts;
* Copies of diplomas;
* signed work biographies with the required data;
* certificates of references with the required data.

1. For scoring the criterion element (C3) Response time:

* Model contract filled in in the required part of Article 20.

With each requested document, the economic operator can upload more documents, if the document consists of several parts.

When uploading documents to the Public Procurement Portal, the economic operator on the Portal indicates whether a particular bid document is confidential (in accordance with Article 38 of the Law on Public Procurement), it states the legal basis on which the documents are marked confidential and explains the reason(s) for confidentiality. If a certain document has only certain parts confidential, before uploading that document to the Portal, it is necessary for the economic operator to separate the confidential parts into a separate document, mark it confidential, and thus upload it to the Public Procurement Portal. Parts that are not confidential need to be separated into a separate document or documents and thus uploaded to the Public Procurement Portal. No part of the electronic offer/application is signed, no stamp is required and no scanning of documents is required.

# Statement on fulfilment of criteria for qualitative selection of economic operator (SFC)

The statement on the fulfilment of the criteria for the qualitative selection of the economic operator is filled in electronically on the Portal.

Part of the tender documentation **Criteria for qualitative selection of an economic operator with instructions** was formed through the Portal and attached to the tender documentation.

How to fill in the e-Statement via the Portal:

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1280/e-Izjava-o-ispunjenosti-kriterijuma-za-kvalitativni-izbor-privrednog-subjekta)

Filling out the Statement through the Portal, according to the defined criteria, is carried out on the procedure page under

Applications / Offers → New Statement or Statements in preparation for statement update.

Members of the group, subcontractors or other entities whose capacities are used by the economic operator fill in each of their e-Statements, and the economic operator can download the completed e-Statement through the Portal and attach it to the bid/application.

# Parts of the bid/application that cannot be submitted electronically

In the event that part or parts of the bid/application cannot be submitted by electronic means via the Public Procurement Portal (see Article 45, paragraph 3 of the Law on Public Procurement), the economic operator is obliged to state the exact part or parts of the bid/application in the bid/application that are submitted by non-electronic means.

Part or parts of the bid/application that cannot be submitted by electronic means through the Public Procurement Portal shall be submitted by the economic operator to the Contracting Authority by the deadline for submission of bids/applications by mail, courier service or directly, in an envelope or box closed in a way that when opening it the Law can be determined with certainty that it is opening for the first time.

A part or parts of the bid/application that cannot be submitted by electronic means via the Public Procurement Portal shall be submitted by the economic operator to the address:

*(Portal withdraws the stated data)*

With a note:

Part of the bid/application for public procurement: **Development of software for establishing a documentation management system**

Reference number:*(Portal withdraws the stated data)*

Bid number

DO NOT OPEN

When preparing the bid/application on the Portal, the economic operator specifies part or parts of the bid/application that will be submitted in non-electronic ways (by mail, courier service or directly).

The name and address of the economic operator should be stated on the back of the envelope or on the box. In case part or parts of the bid/application are submitted by a group of economic entities, the envelope must indicate that it is a group of economic entities and state the names and addresses of all members of the group.

Part or parts of the bid/application are considered timely if they are received by the Contracting Authority by (*Portal withdraws the information*).

The Contracting Authority will submit an acknowledgment of receipt to the economic operator. In the acknowledgment of receipt, the contracting authority shall state the date and time of receipt.

The part or parts of the bid/application that the contracting authority did not receive within the deadline for submission of bids/applications, i.e., which was received after the expiration of the day and hour by which bids/applications may be submitted, shall be considered untimely. Untimely part or parts of the bid/application will be returned unopened to the bidder by the contracting authority upon completion of the opening procedure, with an indication that they were submitted late.

# Filling in the bid form

|  |
| --- |
| **Subject matter / lot:** **Development of software for establishing a documentation management system** |

The price is expressed in dinars, with and without VAT, including all costs incurred by the bidder in the implementation of the public procurement.

**Quality criteria:**

*The portal pulls the specified data from the document Criteria for awarding contracts*

Other procurement requirements (not listed above as criteria)

Name: Deadline from point 2.9 of the Technical Specifications

Unit of measurement: month

Description and clarification of criteria and evidence required for verification: If the bidder for the specified term, which represents the reserve criterion, gives a shorter term than the maximum allowed 6 months, it will enter the number of days after the month. For example. if the bidder gives a deadline of 5 months and 15 days, it will enter 5.15. The maximum allowed number of days, expressed in this way, is 29 (5.29 will be interpreted as 5 months and 29 days).

Maximum allowed value: 6.00

**Reserve criteria**

In a situation where there are two or more offers with the same maximum number of weights, the Purchaser will choose the most favourable offer by choosing the offer of the bidder who offered a term of less than 6 months, from the date of conclusion of the contract, for development, delivery of software with source code, necessary licences, system implementation, user training and release of software into production (the deadline referred to in item 2.9. of the technical specification).

# Application of the draw

If, even after the application of the above-mentioned reserve criteria, it is not possible to make a decision on the award, the contracting authority will award the contract to the bidder who will be drawn by lot. The contracting authority shall notify in writing all bidders who have submitted bids of the date when the draw will take place. The draw will cover only those bids that are most favourable after the ranking based on the award criteria and the reserve criterion. The contracting authority will draw by draw in public, in the presence of the bidder, by writing the names of the bidders on separate papers of the same size and colour, and will fold all these papers and put them in a transparent box from where they will draw one paper and one in accordance with the order of the drawn names of the bidders, the ranking of bids will be performed, i.e., the bidder whose name will be on the first drawn paper will be the first ranked bidder. The contracting authority will submit to the bidders who do not attend this procedure the minutes from the draw by lot.

**Method and deadline for payment:**

For the established information system, the payment deadline is 30 days from the day of receipt of the orderly invoice and the Minutes of qualitative handover of the system. For basic maintenance of the system, payment is made in equal monthly amounts during 3 years (36 months) after the establishment of the information system, within 30 days from the date of receipt of the orderly invoice and the Report on the performed monthly basic maintenance service.

# The bid must be valid for 60 days from the day of bid opening.

After entering all the data, the economic operator generates the bid/application form and can review the bid/application data before submitting the bid/application.

# Manner of amending the bid/application

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1273/Ponuda-izmena-dopuna-ili-odustanak)

# Method of revoking the bid/application

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1273/Ponuda-izmena-dopuna-ili-odustanak)

# Information on the type, content, manner of submission, amount and deadlines for ensuring the fulfilment of the bidder's obligations

# Bid bond:

The bidder undertakes to submit a blank promissory note as a means of securing the seriousness of the bid.

The blank promissory note must be registered in the Register of Bills of Exchange and Authorisations of the National Bank of Serbia and should be signed by a person authorised to represent with the original signature (not a facsimile). The bill of exchange must be accompanied by a duly completed and signed bill of exchange authorisation - letter, with “no protest” clauses, for seriousness of the bid and with the indicated amount of 3% of the total contract value without VAT and bill of exchange registration certificate (listing from NBS website, not a registration request). The bill of exchange must be accompanied by a copy of the certified OP form and a copy of the card of deposited signatures, issued by the commercial bank specified by the bidder in the bill of exchange authorisation - letter. In case of change of the person authorised to represent the bill of exchange authorisation - the letter remains in force. The signature of the authorised person on the bill of exchange and the bill of exchange authorisation - the letter must be identical to the signature or signatures from the card of deposited signatures.

The term of validity of the financial security is at least 60 (sixty) days from the day of opening the bids.

If the deadlines for the selection of bidders change during the contract award procedure, the validity of the financial security must be extended. The bidder with whom the contract will be concluded is obliged to extend the security for the seriousness of the bid until it is replaced by the security for the fulfilment of the contractual obligations.

The Contracting Authority shall redeem the bill of exchange given with the bid if the bidder withdraws from its bid within the validity of the bid, fails to submit evidence of fulfilment of criteria for qualitative selection of economic operator in accordance with Article 119 of the Law, unreasonably refuses to conclude a contract or does not submit security for fulfilment of contractual obligations.

If the bidder does not submit the promissory note, the bid will be rejected as unacceptable.

If the bidder does not submit a bill of exchange, the bid will be rejected as unacceptable.

Means of security for the seriousness of the offer - promissory note, promissory note authorisation, a copy of the card of deposited signatures and a copy of the OP form are submitted to the contracting authority in the manner described in the section Parts of the offer / application that cannot be submitted electronically

# Means of security for the execution of the contract

# The selected bidder will be obliged to provide the following means of security for the execution of the contract:

# MEANS OF SECURITY FOR FULFILLMENT OF CONTRACTUAL OBLIGATIONS:

The selected tenderer will be obliged to provide the contracting authority with a bank guarantee in the amount of 10% of the contracted value without VAT, as a guarantee for the fulfilment of the contractual obligations, within 15 days from the signing of the Contract. The bank guarantee must be irrevocable, unconditional, payable on first call, without the right to objection and remarks, with a term of validity 30 days longer than the expiration of the contract, i.e., the term for the final performance of the contractual obligation.

The contracting authority will cash in the bank guarantee in the event of non-performance, irregular performance of the contractual obligations of the selected bidder, in the event that the selected bidder does not provide a means of security for the elimination of defects within the guarantee period, as well as in the event that the selected bidder makes any change in the engaged personnel shown in the offer, which has not been approved and confirmed by the contracting authority.

If during the duration of the contract the deadlines for the performance of the contractual obligation change, the validity of the means of security must be extended.

# Means for rectifying defects within the warranty period

The selected bidder is obliged to, when signing the Minutes on qualitative handover of the system, hand over to the contracting authority a bank guarantee for the elimination of defects within the warranty period, in the amount of 10% of the total contracted value without VAT, as a guarantee for the elimination of defects within the warranty period.

The bank guarantee must be irrevocable, unconditional, payable at the first call, without the right to objection and remarks, with a validity period of 30 days longer than the agreed maintenance and warranty period.

Providing a bank guarantee is considered a contractual obligation, and failure to provide it is considered a failure to fulfil the obligations defined by the contract.

The selected bidder has the right to renew the bank guarantee once a year, with the fact that each guarantee must be submitted to the contracting authority no later than 30 days before the expiration of the previous one.

The contracting authority has the right to activate the mentioned means of financial security in the event that the selected bidder does not comply with the obligations from the guarantee period.

# Opening of bids/applications

**Data related to the opening of bids/applications as stated in the invitation**

Date: *(Portal withdraws the stated data)*

Place: *(Portal withdraws the stated data)*

# Information on authorised persons and opening procedure:

Authorised representatives of bidders and other persons may attend the public opening of bids.

The right to actively participate in the public opening of bids has only the members of the public commission and authorised representatives of the Bidder, who submitted the authorisation to participate in the bid opening procedure. During the opening of bids, the public procurement commission cannot perform an expert evaluation of the bid.

The Contracting Authority did not exclude the public from the bid opening procedure. On the procedure page Bids Bid Opening, the bidder can follow the countdown until the opening of bids. After the Portal opens the bids, a record on the opening of bids is formed, which can be downloaded from the page of the procedure and sent to the bidders at the same time.

# Clarifications of the bid/application, form and manner of submitting evidence

After opening the bids/applications, the contracting authority may request additional explanations that will help it in reviewing, evaluating and comparing bids/applications, and may also perform control (insight) with the bidder or its subcontractor.

Where information or documentation submitted by an economic operator is incomplete or unclear, the Contracting Authority may, while observing the principles of equality and transparency, request the tenderers or candidates to supply necessary information or additional documents within an appropriate time limit which shall not be shorter than five days.

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1308/Komunikacija-naru%C4%8Dioca-i-ponu%C4%91a%C4%8Da-nakon-otvaranja-ponuda)

**Deadline for making the decision**

The decision on the award of the contract is made by the contracting authority within 30 days from the expiration of the deadline for submission of bids.

offer);

# Protection of rights

The request for protection of rights may be submitted by an economic operator, i.e., a bidder who had or has an interest in awarding a contract in a specific public procurement procedure and who indicates that due to the contracting authority’s actions contrary to the PPL, the contract was damaged or LPP (hereinafter referred to as: the Applicant).

The request for protection of rights shall be submitted electronically via the Public Procurement Portal at the same time to the contracting authority and the Republic Commission for Protection of Rights in Public Procurement Procedures (hereinafter referred to as: Republic Commission), and the contracting authority/procuring entity, whereby the date of submission through the Public Procurement Portal is considered the date of receipt.

# Applying for protection of rights electronically

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1344/Za%C5%A1tita-prava-na-Portalu)

Steps:

* Enter the reference number of the request
* Data on the applicant, the Contracting Authority and the procedure for which the application is submitted are automatically withdrawn from the system
* If the applicant undertakes actions in the procedure through a proxy, it may authorise a proxy through the Public Procurement Portal
* If the request is submitted on behalf of a group of bidders, the applicant should upload the authorisation of other members of the group or an agreement which shows that it has the right to submit a request on behalf of the group.
* Define whether the request for protection of rights refers to the subject matter of procurement as a whole or to an individual lot of the subject matter of procurement (mark lots)
* Documents to download from your computer:
  + Document of the request for protection of rights (you can also upload additional documentation with the request)
  + Proof of payment of the fee

# Precise information on the deadline(s) for protection of rights

A request for protection of rights may be submitted during the entire public procurement procedure, unless otherwise specified by the PPL, and no later than ten days from the date of publication on the Public Procurement Portal of the Contracting Authority's decision terminating the public procurement procedure in accordance with the PPL. The request for protection of rights which disputes the actions of the Contracting Authority in connection with determining the type of procedure, content of the public invitation and tender documentation will be considered timely if received by the Contracting Authority no later than three days before the deadline for submission of bids or applications. The request for protection of rights challenging the actions of the Contracting Authority undertaken after the deadline for submission of bids shall be submitted within ten days from the date of publication of the Contracting Authority’s decision on the Public Procurement Portal, or from the date of receipt of the decision in cases where publication on the Public Procurement Portal is not provided. After the expiration of the deadline for submitting the request for protection of rights, the applicant may not supplement the request by stating the reasons related to the actions that are the subject of dispute in the submitted request or disputing other actions of the contracting authority with which it was or could be acquainted before the deadline for the protection of rights, which it did not point out in the submitted request.

The request for protection of rights may not challenge the actions of the contracting authority undertaken in the public procurement procedure if the applicant was or could have known the reasons for its submission before the deadline for submission of the request, and the applicant did not submit it before the deadline. If in the same public procurement procedure, a request for protection of rights has been submitted again by the same applicant, that request may not challenge the actions of the contracting authority that the applicant knew or could have known when submitting the previous request. The subject of dispute in the procedure of protection of rights may not be possible deficiencies or irregularities of the procurement documentation that are not indicated in accordance with Article 97 of the PPL. The Contracting Authority shall publish the notice on submitted request for protection of rights on the Public Procurement Portal no later than the day after the receipt of the request for protection of rights. Submission of the request for protection of rights delays the continuation of the public procurement procedure by the Contracting Authority until the end of the protection procedure. The request for protection of rights must contain the data from Article 217 of the PPL.

If the applicant undertakes actions in the procedure through a proxy, it shall submit the authorisation for representation in the procedure of protection of rights with the request for protection of rights. The applicant who has a permanent or temporary residence, i.e., a seat abroad, is obliged to appoint a proxy for the receipt of letters in the Republic of Serbia in the request for protection of rights, stating all data necessary for communication with the designated person.

When submitting the request for protection of rights to the contracting authority, the applicant is obliged to submit proof of payment of the fee.

Evidence is any document from which it can be determined that the transaction was performed for the appropriate amount from Article 225 of the PPL and to refer to the subject request for protection of rights.

Valid proof of payment of the fee, in accordance with the Instructions on payment of the fee for submitting a request for protection of the rights of the Republic Commission, was published on the website of the Republic Commission.

The fee is 120,000 dinars.

1. *Contracting authorities should pay attention to the fact that from January 1, 2024, in accordance with the Law on Amendments to the Law on Public Procurement (“Official Gazette of the Republic of Serba”, No. 92/23), they are obliged to apply the criterion for computer programme development services the most economically advantageous offer that is not based only on price. In fact, it is about the services of development of information solutions (e.g., development of software/applications according to the customer's requirements and pre-defined specifications). There is no term "Computer programme development services" in the General Procurement Dictionary, but there are a significant number of subject names and codes that fall under this type of service (e.g., services whose codes begin with 7221, such as: 72210000 Software package product programming services; 72211000 System and user software programming services; 72212000 Application software programming services; 72212211 Software development services for application platforms...).*  [↑](#footnote-ref-1)
2. *You can also add other ORN marks that correspond to the subject of procurement, e.g. 72267000 - Software maintenance and repair services.* [↑](#footnote-ref-2)