Draft

MODEL OF COMPETITION DOCUMENTATION

PARTNERSHIP FOR INNOVATION

Public procurement of services

Development of an integrated smart system for traffic and car park management

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# INTRODUCTION

Partnership for Innovation, as a special public procurement procedure, is regulated by Article 59 and 60 of the Law on Public Procurement (“Official Gazette of RS”, no. 91/19 and 92/23, hereinafter: the PPL). This procedure is conducted when the objective of the Contracting Authority is to develop innovative goods, services or works in co-operation with one or more Partners and then to purchase them if the developed solution meets the predetermined needs and conditions.

The procedure is carried out in situations where it is determined that the desired solution is not available on the market and when it is necessary to carry out innovation development activities to satisfy the Contracting Authority's needs.

The PPL[[1]](#footnote-2) defines innovation as the introduction of a new or significantly improved product, service or process, including but not limited to production and construction processes, a new market method or a new organisational method in business practise, workplace organisation or external relations, inter alia, to contribute to solving societal challenges or to support smart, sustainable and inclusive growth.

The Partnership for Innovation is implemented in several successive phases that follow the process of research, development and finally the production or implementation of the solution. For each phase, time-limited goals and the payment of appropriate compensation are defined. On the basis of these objectives, the Contracting Authority has the option after each phase to terminate the Partnership for Innovation, in the case of a Partnership for Innovation with several Partners, to reduce the number of Partners by cancelling individual Contracts if this is provided for in the tender documents, including the conditions for using this option. The Contracting Authority is obliged to ensure that the value of the individual phases and the estimated value of the developed solution match the investment required to develop the solution.

Due to its specific nature, the Partnership for Innovation requires careful preparation, including comprehensive market research and a clear definition of objectives at all stages of the process.

In the Partnership for Innovation, the sole criterion for awarding the Contract is the best price/quality ratio, which ensures a balance between the quality of the innovative solution and the cost of its purchase.

In view of the fact that this procurement procedure involves the procurement of innovation, the Contracting Authority should specify in the tender documents, among other things, the manner in which the intellectual property rights are to be regulated in order to regulate in advance the ownership of the developed solution, the manner of its utilisation and possible further dissemination.

The selection of Partners takes place in two procedural phases, namely the phase of qualification of candidates and the phase of submission of initial tenders and negotiation with qualified candidates, which ends after the negotiations with the submission of final tenders.

In the candidate qualification phase, the Contracting Authority publishes a public invitation to tender and competition documents for the qualification phase, in which any interested economic operator can submit an application. Applications submitted on time are evaluated on the basis of the criteria specified in the procurement documents for qualitative selection of economic operator. When selecting candidates, the Contracting Authority may apply criteria relating to the ability of economic operators in the field of research and development and the development and implementation of innovative solutions[[2]](#footnote-3).

After the Contracting Authority has selected, in the first phase of the procedure, the candidates who fulfil criteria for qualitative selection of economic operator, in the second phase of the procedure it simultaneously invites all candidates whose qualifications it has recognised, i.e., the candidates it has not excluded from the procedure[[3]](#footnote-4), to submit an initial tender. After receiving the initial tenders, the Contracting Authority begins to negotiate with the tenderers on the initial tender and all subsequent tenders in order to improve their content, except in the case of the last tender.

The Contracting Authority is obliged to ensure compliance with the principles of public procurement throughout the procedure and, in particular, to ensure that all tenderers are treated equally in the negotiations and that no discriminatory information is provided that could be used by some tenderers to the detriment of others.

The content of tender documents in Partnerships for Innovation is regulated by Article 6 of the Rulebook on the Content of Tender Documents in Public Procurement Procedures (“Official Gazette of the RS”, no. *21/21).* Recognising the importance of innovation for the development of the EU, the European Commission has published numerous materials to help Member States to create a policy framework for the implementation of innovation, to attract economic operators as innovators and to attract innovation themselves, including tools for Partnership for Innovation[[4]](#footnote-5).

This tender documentation model was developed within the framework of the “EU Support for Public Finance Management in Serbia” Project, funded by the European Union and implemented by the United Nations Development Program (UNDP), in partnership with the Center for Excellence in Finance (CEF) and the Ministry of Finance of Slovakia, with the aim of presenting the basic elements of the Partnership for Innovation procedure, as an aid to Contracting Authorities in creating customized documents for their needs, while respecting the legal framework.

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| ***Note:*** *This tender documentation model was created solely for the purpose of illustrating the basic elements of the procedure for Partnership for Innovation in accordance with the provisions of the Law on Public Procurement and the Rulebook on the Content of Tender Documentation in Public Procurement Procedures (“Official Gazette of the RS”, no. 21/21) and as such cannot be considered in its full content as a valid document for the implementation of the public procurement procedure. The proposed innovative solution in the model represents only the assumption of innovation and is of an illustrative character, as are the criteria for the qualitative selection of a business entity, the criteria for awarding contracts, other procurement conditions and the contract model, and this document cannot be used as a universal template and cannot be copied verbatim.*  *In order to implement the appropriate procedure for Partnership for Innovation, the Contracting Authority should in particular:*   * *determine clear objectives that it wants to achieve with the procurement;* * before carrying out the procedure, conduct market research[[5]](#footnote-6) to determine whether a solution for your specific needs already exists on the market; * *determine the justification of the innovative solution and the estimated value of the public procurement*[[6]](#footnote-7)*;* * *defines the description of the needs, the characteristics of the procurement subject and the procedure rules in accordance with its own needs, goals and market opportunities;* * *ensure that the procedure is carried out in accordance with the principles of public procurement and the rules prescribed by the PPL.*   *It is the Contracting Authority's responsibility to prepare tender documentation according to the nature, scope of the procurement, the specifics of the specific innovative project and the objectives it wants to achieve, and this model can only be used as a guide.* |

# Model of competition documentation for the qualification phase

## 1. GENERAL INFORMATION ABOUT THE SUBJECT OF THE PROCUREMENT

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| --- | --- |
| Title: | Development of an integrated smart system for traffic and car park management |
| Reference number: | \_\_/\_\_ |
| Type of procurement subject: | Services |

**Description:**

The Contracting Authority has identified key problems in the existing traffic and car park management system, resulting in frequent traffic congestion, inefficient use of public resources and insufficient availability of information to end users. The existing systems are outdated, fragmented and unable to adapt to changing conditions in real time. In order to improve the traffic management process, increase end-user satisfaction and optimise the use of resources, the Contracting Authority has considered it necessary to develop an integrated smart system that offers a more efficient and sustainable solution that contributes to a better quality of life in urban areas.

The public procurement procedure is being conducted to establish a Partnership for Innovation with a Partner[[7]](#footnote-8) for the purpose of research and development and subsequent procurement of an innovative IT solution that integrates artificial intelligence (AI) technologies, IoT devices and cloud infrastructures to optimise traffic flow and manage public car park in urban areas. The objectives to be achieved through this procurement are:

* Reducing congestion and increasing the efficiency of vehicle flow;
* Optimising the use of car park spaces in real time;
* Improving environmental protection by reducing exhaust emissions;
* Providing tools for analysing and planning urban traffic based on the data collected.

As the development of the system involves the application of artificial intelligence (AI), its development must comply with the ethical guidelines for the development, application and use of reliable and responsible artificial intelligence[[8]](#footnote-9) as well as the highest safety standards.[[9]](#footnote-10).

In this procedure, the Contracting Authority concludes an Agreement for Partnership for Innovation[[10]](#footnote-11), which is implemented in phases that accompany the process of research, development and final implementation of the innovative solution in accordance with the procurement documents.

**Other notes:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(The Contracting Authority may make any other comments it deems relevant to the subject and the procurement procedure, such as the type of funding, relevant regulations, etc.).*

## CRITERIA FOR QUALITATIVE SELECTION OF ECONOMIC OPERATOR (GROUNDS FOR EXCLUSION AND CRITERIA FOR SELECTION OF ECONOMIC OPERATOR) WITH GUIDELINES FOR DEMONSTRATING COMPLIANCE WITH THESE CRITERIA

* 1. **GROUNDS FOR EXCLUSION**

**2.1. 1 A final judgement for one or more criminal offences**

**Legal grounds:**

Article 111, paragraph 1, item 1) of the PPL prescribes the following - the Contracting authority/entity shall exclude an economic operator from public procurement procedure if the economic operator fails to prove that it or its legal representative in the period of the previous five years up to the date of expiry of the time limit for submission of tenders, i.e., requests, has not been convicted by the final judgement, unless where different period of exclusion from the participation in the public procurement procedures has been set by the final judgement for:

1. the criminal offence he/she committed as a member of an organised criminal group and criminal offence of organising for the purpose of committing criminal offences;
2. the criminal offence of abuse of the position of the responsible person, the criminal offence of misconduct in connection with public, the criminal offence of taking bribe in performing an economic activity, the criminal offence of giving bribe in performing an economic activity, the criminal offence of abuse of official position, the criminal offence of trafficking in influence, the criminal offence of accepting bribe and the criminal offence of bribery; the criminal offence of fraud, the criminal offence of obtaining and using the loan and other benefits, the criminal offence of fraud in performing an economic activity and the criminal offence of tax evasion; the criminal offence of terrorism, 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 offence of money laundering and the criminal offence of financing terrorism; the criminal offence of trafficking in human beings and the criminal offence of establishing a slavery relation and transportation of persons in slavery relation.

**Method of proof of fulfilment of the criteria:**

The economic operator is obliged to prepare and submit via the Portal a declaration of fulfilment of criteria for qualitative selection of economic operator, confirming that there are no grounds for exclusion.

The Contracting Authority is obliged to request proof of fulfilment of criteria for qualitative selection of economic operator from all applicants before recognising the qualification.

It is assumed that an economic operator entered in the list of tenderers does not have any grounds for exclusion pursuant to Article 111, paragraph 1, item 1) the Law on Public Procurement.

The absence of grounds for exclusion is proven by the following evidence:

**Legal entities and entrepreneurs:**

1. 1) Confirmation from the competent Basic Court in whose jurisdiction the registered office of the domestic legal entity or entrepreneur or the registered office of the representative office or branch of a foreign legal entity is located is required. This confirmation must verify that the tenderer has not been convicted by final judgement within the five years prior to the deadline for submission of applications, unless a different prohibition period has been specified by a final judgement. The confirmation applies for the following offences: tax evasion; fraud; unjustified obtaining and claiming of credit and other benefits; abuse of an official position; influence peddling; bribery; trafficking in human beings (for the forms under Article 388, paragraphs 2, 3, 4, 6, 8 and 9 of the Criminal Code) and creating a state of slavery and transporting persons in a state of slavery (for the forms under Article 390, paragraphs 1 and 2 of the Criminal Code).
2. Confirmation from the competent Basic Court in whose jurisdiction the registered office of the domestic legal entity or entrepreneur or the registered office of the representative office or branch of a foreign legal entity is located is required. This confirmation must verify that the tenderer has not been convicted by final judgement within the five years prior to the deadline for submission of applications, unless a different prohibition period has been specified by a final judgement. The confirmation applies for the following offences: abuse of an official position if the value of the pecuniary advantage obtained exceeds 1,500,000.00 dinars; trafficking in human beings (for forms under Article 388, paragraphs 1, 5 and 7 of the Criminal Code); inducing a state of slavery and transporting persons in a state of slavery if committed against a minor, and accepting bribes.
3. Confirmation of the Special Department of the High Court in Belgrade for Organised Crime that the legal entity or entrepreneur has not been convicted of any of the following criminal offences: criminal offences of organised crime; criminal offence of association for the purpose of committing criminal offences; offences of abuse of official position, influence peddling, accepting bribes and giving bribes, when the accused or the person to whom the bribe is paid is a public official or a person in authority exercising a function based on an election, appointment or delegation by the National Assembly, the President of the Republic, the General Assembly of the Supreme Court of Cassation, the Supreme Judicial Council or the Public Prosecutor's Council; offences against the economy if the value of the material gain exceeds 200.000.000 dinars, or if the value of the public procurement exceeds 800,000.000 dinars, and in particular for: criminal offence of abuse in connection with public procurement, criminal offence of accepting bribes in the performance of economic activities, criminal offence of giving bribes in the performance of economic activities, criminal offence of fraud in the performance of economic activities, criminal offence of abuse of the position of a responsible person, criminal offence of money laundering – if the property subject to money laundering originates from all of the above criminal offences; the offence of public incitement to commit terrorist acts; the offence of financing terrorism; the offence of terrorism; the offence of recruitment and training for the commission of terrorist acts and the offence of terrorist organisation.
4. Confirmation of the Special Anti-Corruption Department of the High Courts in Belgrade, Novi Sad, Niš and Kraljevo that the legal entity or entrepreneur has not been convicted of any of the following criminal offences: criminal offence of accepting bribes in the exercise of economic activities; criminal offence of giving bribes in the exercise of economic activities; criminal offence of abuse in connection with the award of public contracts; criminal offence of fraud in the exercise of economic activities; criminal offence of abuse of the position of a responsible person and criminal offence of money laundering.

**Legal representatives and natural persons:**

1. Extract from the criminal record, or certificate from the competent police administration of the Ministry of the Interior, confirming that the legal representative or natural person has not been convicted of the following criminal offences:
2. the criminal offence he/she committed as a member of an organised criminal group and criminal offence of organising for the purpose of committing criminal offences;
3. the criminal offence of abuse of the position of the responsible person, the criminal offence of misconduct in connection with public, the criminal offence of taking bribe in performing an economic activity, the criminal offence of giving bribe in performing an economic activity, the criminal offence of abuse of official position, the criminal offence of trafficking in influence, the criminal offence of accepting bribe and the criminal offence of bribery; the criminal offence of fraud, the criminal offence of obtaining and using the loan and other benefits, the criminal offence of fraud in performing an economic activity and the criminal offence of tax evasion; the criminal offence of terrorism, 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 offence of money laundering and the criminal offence of financing terrorism; the criminal offence of trafficking in human beings and the criminal offence of establishing a slavery relation and transportation of persons in slavery relation.

The request may be made on the basis of the place of birth or place of residence of the legal representative or natural person. If the tenderer has several legal representatives, s/he is obliged to provide proof for each of them.

**An economic operator registered in another state:**

If an economic operator is registered in another state, the contracting authority shall accept as proof that there is no reason for exclusion an extract from the criminal record or other appropriate register or, if this is not possible, an appropriate document from the competent judicial or administrative authority of the state in which the economic operator is registered or of the state of which the person is a national. If the state in which the economic operator is registered or the state of which the person is a national does not issue the aforementioned proofs or if the proofs do not contain all the information on the absence of grounds for exclusion, the economic operator may submit, instead of Proof, a written statement made under criminal and material liability and authenticated before a judicial or administrative authority, a public notary or another competent authority of that state, stating that none of the aforementioned grounds for exclusion apply to the economic operator.

**2.1. 2 Taxes and contributions**

**Legal grounds:**

Article 111, paragraph 1, item prescribes the following - Contracting authority/entity shall exclude an economic operator from public procurement procedure if the economic operator fails to prove it has settled due taxes and contributions for compulsory social insurance or that the payment of debt has been postponed, in accordance with a special regulation, under a container ding agreement or decision, including any interests accrued and fines.

**Method of proof of fulfilment of the criteria:**

The economic operator is obliged to prepare and submit via the Portal a declaration of fulfilment of criteria for qualitative selection of economic operator, confirming that there are no grounds for exclusion.

The contracting authority is obliged to request proof of fulfilment of criteria for qualitative selection of economic operator from all applicants before recognising the qualification.

It is assumed that an economic operator entered in the list of tenderers does not have any grounds for exclusion pursuant to Article 111, paragraph 1, item 2) the Law on Public Procurement.

The absence of grounds for exclusion is proven by the following evidence: 1) Confirmation of competent tax authority that the tenderer has settled due taxes and contributions for compulsory social insurance or that the payment of debt has been postponed, in accordance with a special regulation, under a bidding agreement or decision, including any interests accrued and fines. 2) Confirmation of competent local tax authority that the tenderer has settled due taxes and contributions for compulsory social insurance or that the payment of debt has been postponed, in accordance with a special regulation, under a bidding agreement or decision, including any interests accrued and fines. A legal entity undergoing privatisation must submit a confirmation from the competent authority that it is undergoing privatisation instead of the Proof referred to in points 1) and 2).

**An economic operator registered in another state:**

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

If the state in which the economic operator is registered or the state of which the person is a national does not issue the aforementioned proofs or if the proofs do not contain all the information on the absence of grounds for exclusion, the economic operator may submit, instead of Proof, a written statement made under criminal and material liability and authenticated before a judicial or administrative authority, a public notary or another competent authority of that state, stating that none of the aforementioned grounds for exclusion apply to the economic operator.

**2.1.3 Obligations in the field of environmental protection, social rights and labour rights**

**Legal grounds:**

Article 111, paragraph 1, item 3) of the PPL prescribes - The contracting authority/entity shall exclude an economic operator from public procurement procedure if it determines that the economic operator has 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 proof of fulfilment of the criteria:**

The economic operator is obliged to prepare and submit via the Portal a declaration of fulfilment of criteria for qualitative selection of economic operator, confirming that there are no grounds for exclusion.

The absence of grounds for exclusion shall be determined by the contracting authority.

**2.1.4 Conflict of interests**

**Legal grounds:**

Article 111, paragraph 1, item 4) of the PPL prescribes the following -The Contracting authority/entity shall exclude an economic operator from public procurement procedure if there is a conflict of interest, within the meaning of this Law, which cannot be remedied by other measures.

**Method of proof of fulfilment of the criteria:**

The economic operator is obliged to prepare and submit via the Portal a declaration of fulfilment of criteria for qualitative selection of economic operator, confirming that there are no grounds for exclusion.

The absence of grounds for exclusion shall be determined by the contracting authority.

**2.1.5 Undue influence on the procedure**

**Legal grounds:**

Article 111, paragraph 1, item 5) of the PPL prescribes the following - 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/entity 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 proof of fulfilment of the criteria:**

The economic operator is obliged to prepare and submit via the Portal a declaration of fulfilment of criteria for qualitative selection of economic operator, confirming that there are no grounds for exclusion.

The absence of grounds for exclusion shall be determined by the contracting authority.

* + 1. **Bankruptcy, payment capability, liquidation, etc.**

**Legal grounds:**

Article 112, paragraph 1, item 1) of the PPL prescribes the following - The Contracting authority shall exclude exclude an economic operator from public procurement procedure if it determines that the economic operator is bankrupt, insolvent, or is the subject of the windingup proceedings, that its assets are being administered by a bankruptcy trustee (liquidator) or by the court, that it is in an arrangement with creditors, that its business activities are suspended, or that it is in any analogous situation arising from a similar procedure under national laws and regulations.

**Method of proof of fulfilment of the criteria:**

The economic operator is obliged to prepare and submit via the Portal a declaration of fulfilment of criteria for qualitative selection of economic operator, confirming that there are no grounds for exclusion.

The Contracting Authority is obliged to request proof of fulfilment of criteria for qualitative selection of economic operator from all applicants before recognising the qualification.

The absence of grounds for exclusion shall be determined by the Contracting Authority.

**An economic operator registered in another state:**

If an economic operator has its registered office in another state, as proof that there are no grounds for exclusion, the contracting authority shall accept the certificate from the competent authority in the state of the economic operator's registered office. If the state in which the economic operator is registered or the state of which the person is a national does not issue the aforementioned proofs or if the proofs do not contain all the information on the absence of grounds for exclusion, the economic operator may submit, instead of Proof, a written statement made under criminal and material liability and authenticated before a judicial or administrative authority, a public notary or another competent authority of that state, stating that none of the aforementioned grounds for exclusion apply to the economic operator.

* + 1. **Grave professional misconduct**

**Legal grounds:**

Article 112, paragraph 1, item 2) of the PPL prescribes the following - The Contracting authority/entity may in the procurement documents provide that it will exclude an economic operator from the public procurement procedure where at any moment during the public procurement procedure it determines that under the final judgement or decision of another competent authority, responsibility of the economic operator has been determined of grave professional misconduct which brings into question its integrity, in the period of the previous three years up to the date of expiry of the time limit for submission of tenders, i.e., requests, unless where different period of exclusion from the participation in the public procurement procedures has been set by the final judgement or decision.

**Method of proof of fulfilment of the criteria:**

The economic operator is obliged to prepare and submit via the Portal a declaration of fulfilment of criteria for qualitative selection of economic operator, confirming that there are no grounds for exclusion.

The absence of grounds for exclusion shall be determined by the Contracting Authority.

* + 1. **Collusions with the aim of distorting competition**

**Legal grounds:**

Article 112, paragraph 1, item 3) of the PPL prescribes the following: The contracting authority/entity may in the procurement documents provide that it will exclude an economic operator from the public procurement procedure where it determines that under the decision of the competent authority for the protection of competition it has been determined that the economic operator has entered into agreements with other economic operators aimed at distorting competition, in the period of the previous three years until the date of expiry of the time limit for submission of tenders.

**Method of proof of fulfilment of the criteria:**

The economic operator is obliged to prepare and submit via the Portal a declaration of fulfilment of criteria for qualitative selection of economic operator, confirming that there are no grounds for exclusion.

The absence of grounds for exclusion shall be determined by the Contracting Authority.

* + 1. **Previous participation in the preparation of public procurement**

**Legal grounds:**

Article 112, paragraph 1, item 4) of the PPL prescribes the following: The Contracting authority/entity may in the procurement documents provide that it will exclude an economic operator from the public procurement procedure where it determines that a distortion of competition, due to the prior involvement of the economic operator in the preparation of the procurement procedure, as referred to in Article 90 of the Law on Public Procurement, cannot be remedied by other measures.

**Method of proof of fulfilment of the criteria**:

The economic operator is obliged to prepare and submit via the Portal a declaration of fulfilment of criteria for qualitative selection of economic operator, confirming that there are no grounds for exclusion.

The absence of grounds for exclusion shall be determined by the Contracting Authority.

* + 1. **Violations of previously concluded contracts**

**Legal grounds:**

Article 112, paragraph 1, item 5) of the PPL prescribes the following - The Contracting Authority may provide for in the procurement documents to exclude an economic operator from public procurement procedure when if it determines that the economic in the period of previous three years until the date of expiry of the time limit for the submission of tender did not meet obligations under the previously concluded public procurement contract, or of a previously concluded concession contract, which resulted in termination of that prior contract, collection of security instruments, damages or other.

**Method of proof of fulfilment of the criteria**:

The economic operator is obliged to prepare and submit via the Portal a declaration of fulfilment of criteria for qualitative selection of economic operator, confirming that there are no grounds for exclusion.

The absence of grounds for exclusion shall be determined by the Contracting Authority.

* + 1. **False data and failure to provide Proof**

**Legal grounds:**

Article 112, paragraph 1, item 6) of the PPL prescribes the following - The Contracting Authority may provide for in the procurement documents to exclude exclude an economic operator from public procurement procedure if it determines that the economic operator has in the public procurement procedures in the period of the previous three years until the date of expiry of the time limit for submission of tenders supplied false information required for the verification of grounds for exclusion or the criteria for the selection of economic operator, or has not been able to submit Proof on fulfilment of criteria for qualitative selection of economic operator, if it had used as Proof a declaration referred to in Article 118 of the Law on Public Procurement.

**Method of proof of fulfilment of the criteria:**

The economic operator is obliged to prepare and submit via the Portal a declaration of fulfilment of criteria for qualitative selection of economic operator, confirming that there are no grounds for exclusion.

The absence of grounds for exclusion shall be determined by the Contracting Authority.

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| ***Note:*** *In this model tender documentation, items 2.1.6 – 2.1.11. list some of the grounds for exclusion from Article 112 of the PPL as examples. The Contracting Authority is not obliged to specify the grounds for exclusion provided for in Article 112 of the PPL, but if it decides to apply them, it is obliged to indicate them in the documentation and to exclude an economic operator from the procurement procedure if it establishes at any stage of the procurement procedure that the said grounds for exclusion exist.* |

* 1. **CRITERIA FOR SELECTION OF ECONOMIC OPERATOR**
     1. **Financial and economic capacity**

**Legal grounds:**

Article 116, paragraph 1 of the PPL prescribes the following - The Contracting authority/entity may determine economic and financial capacity ensuring that economic operators possess economic and financial capacity necessary to perform the public procurement contract.

**Other economic and financial conditions**

**Additional description of the criteria:**

The economic operator has not maintained any blocked current accounts with commercial banks for payment transactions in the six months preceding the deadline for the submission of applications.

**Method of proof of fulfilment of the criteria:**

The economic operator must prepare and submit via the Portal of fulfilment of criteria for qualitative selection of economic operator, in which it confirms that it fulfils these criteria for selection of economic operator.

The Contracting Authority is obliged to request proof of fulfilment of criteria for qualitative selection of economic operator from all applicants before recognising the qualification.

This criterion is proven by submitting a certificate from the National Bank of Serbia that the candidate has not maintained blocked any current account blocks with commercial banks for payment transactions in the last twelve months preceding the deadline for the submission of applications.

* + 1. **Technical and professional capacity**

**Legal grounds:**

Article 117, paragraph 1 of the PPL prescribes the following - The Contracting Authority may set requirements ensuring that economic operator possesses 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.

**2.2.2.1. List of services provided**

**Additional description of the criteria:**

In the last three years before the deadline for filing applications, the economic operator has concluded at least two contracts, namely:

1) 1 (one) Contract, the subject of which was the research, development and implementation of an innovative solution in the field of information technologies that is already in use.

2) 1 (one) Contract, the subject of which was the development and implementation of an innovative solution in the field of information technology based on a web platform that enables online user registration and use of the solution via a computer and an application on a mobile phone (Android, iOS).

**Method of proof of fulfilment of the criteria:**

The economic operator must prepare and submit a declaration of fulfilment of qualitative selection criteria for economic operator via the Portal together with the application, in which it confirms that it fulfils this selection criterion for economic operators and in which it should provide the data on the contract that proves the fulfilment of the criterion (subject of the contract and who the contracting authority is).

The Contracting Authority is obliged to request proof of fulfilment of criteria for qualitative selection of economic operator from all applicants before recognising the qualification.

This criterion shall be demonstrated by the submission of the following documents:

1) A confirmation from the Contracting Authority verifying that the economic operator has carried out, during the required period, a contract for the research, development and implementation of an innovative solution in the field of information technology that is already in use. The confirmation must include a brief description of the innovative solution, the date of project implementation, a declaration that the contract was carried out in accordance with the Contracting Authority’s requirements and within the agreed deadlines, and the Contracting Authority's contact details (full name of contact person, telephone number and email address).

2) A confirmation from the Contracting Authority verifying that the economic operator has carried out a contract for the development and implementation of an innovative solution in the field of information technology during the required period. The confirmation must include a statement that the solution is based on a web platform that enables online user registration and use of the solution via both computer and mobile phone applications (Android, iOS), the date of project implementation, a statement that the contract was executed in accordance with the Contracting Authority’s requirements and within the agreed deadlines, and the contracting authority's contact details (full name of contact person, telephone number and email address).

***Note: The Contracting Authority reserves the right to verify the accuracy of the information provided in the declaration and the proof submitted.***

**2.2.2.2 Educational and professional qualifications**

**Additional description of the criteria:**

The economic operator participating in the procedure of this public tender must have, at the time of submission of the application, at least 10 employees who will be entrusted with the execution of the Contract in accordance with the provisions of the law on the rights, duties and responsibilities arising from employment, namely:

1. **Project Manager:**
   * **Education:** University education (at least 240 ECTS credits) in the fields of electrical and computer engineering, computer science, organisational sciences, transport engineering, management and economics or mathematical sciences.
   * **Professional experience:** At least 5 years of experience in project management.
2. **Six (6) experts in research, development and implementation of solutions:**
   * **Education:** University education (minimum 240 ECTS credits) in electrical and computer engineering, computer science, mathematical sciences or organisational sciences – information systems engineer (four people) and transport engineer (two people).
   * **Professional experience:**
     + At least 5 years of professional experience in the required field for each person, together with experience in research and development of innovative solutions in at least one project in the field of information technology.
     + At least one of the individuals listed must have experience working on a project involving the application of artificial intelligence (AI).
     + At least one of the individuals listed must have experience working on projects involving the installation, integration and testing of software solutions.
3. **Architect for Software Solutions:**
   * **Education:** University degree (at least 240 ECTS credits) in the fields of electrical engineering and computer science, computer science, organisational sciences – information systems engineer, or mathematical sciences – graduate mathematician.
   * **Professional experience:**
     + At least 5 years of experience in the development of software solutions.
     + Experience in the development of at least one software solution based on the application of artificial intelligence (AI), Internet of Things (IoT), data analytics and system integration.
4. **Two (2) programmers:**
   * **Education:** University degree (minimum 240 ECTS credits) in electrical and computer engineering, computer science, organisational sciences – information systems engineer, or mathematical sciences – graduate mathematician.
   * **Professional experience:**
     + At least 5 years of experience in programming.
     + Experience in programming at least one software solution based on the application of artificial intelligence (AI), Internet of Things (IoT), data analytics and system integration.

**Method of proof of fulfilment of the criteria:**

The economic operator must prepare and submit via the Portal a declaration of fulfilment of criteria for qualitative selection of economic operator, in which it confirms that it fulfils these criteria for the selection of the economic operator and declares the names of persons engaged.

The Contracting Authority is obliged to request proof of fulfilment of criteria for qualitative selection of economic operator from all applicants before recognising the qualification.

This criterion must demonstrated by the submission of the following documents:

* For persons employed by the applicant - a copy of the employment contract and the social security registration form (Form M);
* For persons employed on another basis, a copy of the employment contract;
* CVs for each person, clearly stating the experience to be verified. The CV must have handwritten signatures and include contact information to verify the experience information with the employers listed on the resume (name of employer, name of contact person, phone number and email address of contact person);
* A copy of the diploma for each person;

***Note:***

* ***The Contracting Authority reserves the right to verify the authenticity of the information provided in the CVs.***
* ***The tenderer who is awarded the Ccontract is obliged to employ the persons listed in the declaration or persons with equivalent or better qualifications, provided that the Contracting Authority gives prior written consent and the necessary proof of educational and professional qualifications is submitted.***
  + 1. **Quality assurance standards**

**Legal grounds:**

Article 126 of the PPL prescribes the following - Where contracting authority/entity requires the submission of certificates drawn up by independent bodies attesting that the economic operator complies with certain quality assurance standards, including on accessibility for disabled persons, it shall refer to quality assurance systems based on the relevant standards certified by accredited bodies.

**Additional description of the criteria:**

The economic operator participating in a public procurement procedure must demonstrate compliance with specific quality assurance standards and must have them in place:

* SRPS ISO/IEC 27001 - Information Security Management System or equivalent.
* SRPS ISO/IEC 20000-1 - Service Management System in the field of information technology or equivalent.

**Method of proof of fulfilment of the criteria:**

The economic operator must prepare and submit via the Portal a declaration of fulfilment of criteria for qualitative selection of economic operator, in which it confirms that it fulfils these criteria for the selection of the economic operator and declares that it has valid required certificates.

The Contracting Authority is obliged to request proof of fulfilment of criteria for qualitative selection of economic operator from all applicants before recognising the qualification. This criterion shall be demonstrated by submitting a photocopy of the valid required certificates.

|  |
| --- |
| ***Note:*** *Article 60, paragraph 8 of the PPL provides for the possibility that the Contracting Authority applies criteria concerning the economic operators’ capacity in the field of research and development and in developing and implementing innovative solutions. The Contracting Authority determines the criteria for selection of economic operator, whenever necessary, taking into account the subject of the procurement, in such a way that they are logically related to the subject of the respective procurement and proportionate to the subject of the contract (Articles 114–117 of the PPL). The selection criteria presented here are merely examples of how they can be defined.* |

## THE WAY IN WHICH THE CONTRACTING AUTHORITY IMPLEMENTS THE PARTNERSHIP FOR INOVATION IN PHASES, THE TIME-LIMITED OBJECTIVES THAT THE PARTNERS SHOULD ACHIEVE IN EACH PHASE, THE CONDITIONS FOR TERMINATING THE PARTNERSHIP, THE TERMS AND CONDITIONS, THE METHOD OF PAYMENT AND THE AMOUNT OF COMPENSATION PAID TO THE PARTNER

1. **THE METHOD BY WHICH THE CONTRACTING AUTHORITY IMPLEMENTS THE PARTNERSHIP FOR INNOVATION BY PHASE AND THE PRELIMINARY OBJECTIVES TO BE ACHIEVED BY THE PARTNERS**

Partnership for Innovation is implemented in six main phases:

PHASE 1: DEVELOPMENT OF A FEASIBILITY STUDY WITH PROPOSED SOLUTION

Estimated duration of the phase: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(The Contracting Authority specifies the estimated duration of this phase, e.g., 4 months from the date of conclusion of the contract).*

Key activities:

* Research and identification of key functional and technical requirements and existing services.
* Development of a feasibility study and solution proposal for the integration of tools based on AI, IoT and cloud infrastructure.

Interim objective:Submission of the feasibility study, which includes the following:

* Detailed definition of the functional and technical requirements for the planned solution.
* Technical analysis of the proposed technologies (AI, IoT, cloud) and their integration into existing systems.
* Recommended framework for the system architecture and description of possible challenges with the proposed solutions.

PHASE 2: PROTOTYPE DEVELOPMENT

Estimated duration of the phase: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(The Contracting Authority specifies the estimated duration of this phase, e.g., 6 months after completion of the phase I).*

Key activities:

* Development of the first prototype and demonstration of the core functionalities (AI algorithms, IoT sensors).
* Validation of the prototype under controlled conditions.

Interim objective: Delivery of a functional prototype that fulfils at least 80% of the defined technical specifications.

PHASE 3: PILOT IMPLEMENTATION AND TESTING UNDER REAL CONDITIONS

Estimated duration of the phase: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(The Contracting Authority specifies the estimated duration of this phase, e.g., 8 months after completion of the phase 2).*

Activities:

Installation of the system at selected locations (pilot areas).

* Testing the functionalities under real conditions (traffic junctions, car parks).
* Collecting feedback and adapting the system based on the test results.

Interim objective: Deployment of the pilot system under real conditions with a detection and prediction accuracy of ≥ 90%.

PHASE 4: FINAL IMPLEMENTATION AND USER TRAINING

Estimated duration of the phase: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(The Contracting Authority specifies the estimated duration of this phase, e.g., 7 months from the date of receiving the Contracting Authority's request to initiate this phase and after completion of Phase 3).*

Activities:

* Full implementation of the system in the entire planned area.
* Training in the use of the system.
* Commissioning of the system and continuous performance monitoring.

Objective: Fully functional system in use, with completed user training and assured technical support.

Phase 4 represents a subsequent purchase of the developed system, which the Contracting Authority is not obliged to realise, so that the Partnership can be terminated after completion of the phase 3. All obligations in the procurement documents relating to phase 4 must be fulfilled by the Partner unless the Contracting Authority withdraws from phase five, of which it will be informed no later than 30 days after completion of phase 3.

**Note:** The deadlines for each phase are subject to negotiation.

1. **CONDITIONS FOR THE TERMINATION OF THE PARTNERSHIP**

Under the following circumstances, the Partnership can be terminated and the Contract cancelled:

1. Failure to reach the next phase due to unfavourable results of the feasibility study:
   * The Partnership shall not continue with Phase 2 (prototype development) if the feasibility study from Phase 1:
     + Does not provide sufficient evidence of the technical and operational feasibility of developing the innovative solution.
     + Reveals insurmountable technical challenges.

In this case, the Contract is terminated after completion of Phase 1 and the Partner shall only be compensated for the successfully completed Phase 1.

1. Failure to deliver a prototype that meets the technical specifications in Phase 2:
   * The Partner must deliver a functional prototype that meets at least 80% of the defined technical specifications by the end of Phase 2. If the Partner does not fulfil these requirements, the Contracting Authority has the right to terminate the partnership.
2. Failure to achieve the required performance during the pilot implementation (Phase 3):
   * The Partner must achieve an accuracy of system functionality of at least 90 under real test conditions (pilot implementation). If the test results do not meet the specified criteria, the Partnership shall be terminated.
3. Failure to start the project or meet agreed deadlines:
   * If the Partner fails to commence or complete activities at any phase without good cause, the Contracting Authority has the right to terminate the Contract. Delays can only be justified by force majeure events or other objective reasons that could not have been foreseen.
4. Breach of contractual obligations:
   * If the Partner breaches the terms of the Contract, including but not limited to:
     + Breach of confidentiality of data or disruption of technical standards.
     + Inadequate co-operation with the contracting authority during the partnership phases.
5. Additional termination conditions – Phase 4:
   * If the Contracting Authority decides not to proceed with the implementation of Phase 4 (Final Implementation), it has the right to terminate the Partnership after the completion of Phase 3, by notifying the Partner no later than 30 days after the end of Phase 3.

**3. METHOD OF PAYMENT AND AMOUNT OF COMPENSATION**

Payment is made in phases, depending on the achievement of the defined objectives, after confirmation of the achievement of the objectives by the Contracting Authority and signing of the phase completion report, within 45 days of receipt of a correct invoice:

1. PHASE 1:
   * Compensation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(e.g., 15% of the total contract value).*
   * Payment method: After submission of the study and confirmation from the contracting authority that the objective has been achieved and after signing the phase completion report.
2. PHASE 2:
   * Compensation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(e.g., up to 35% of the total contract value).*
   * Payment method: After submission of the study and confirmation from the contracting authority that the objective has been achieved and after signing the phase completion report.
3. PHASE 3:
   * Compensation: *(e.g.: 30% of the total contract value).*
   * Payment method: After successful completion of the pilot implementation and submission of the test report, confirmation from the contracting authority that the objective has been achieved and signing of the phase completion report.
4. PHASE 4:
   * Compensation: *(e.g.: 20% of the total contract value).*
   * Payment method: After completion of the final implementation, user training, confirmation of the operational functionality of the system and signing of the phase completion report - handover of the system and commissioning of the system.

**Note:** The total contract value represents the value of all six phases.The percentage share of the compensation value for each individual phase in the total contract value is a matter for negotiation.

**4. Other terms**

**Warranty period and technical support:** The Partner is obliged to provide technical support during the warranty period of at least \_\_\_\_\_\_\_\_ *(e.g., 24 months)* from the release of the system for production.

## METHOD OF REGULATING INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights arising from the implementation of the project are regulated as follows:

**RIGHTS TO THE DEVELOPED SOLUTION**

1. Rights of the Partner:
   * The Partner shall retain all tangible and intangible rights to the software and all other results developed or produced within the framework of this partnership.
2. The Contracting Authority's s rights of use:
   * The Contracting Authority shall be granted the unrestricted, royalty-free and non-exclusive right to use, copy, modify and further develop the software and the solutions, either independently or with the help of a third party.
   * The source code as well as the corresponding technical specifications, instructions, licences for the free use and modification of the system and all other documents required for the use of the system must be handed over to the Contracting Authority within 10 working days after the testing of the solution, i.e., after completion of Phase 3.
   * The Contracting Authority may use the solution within the scope of its needs, including installation, implementation, training and integration with other systems, as well as the right to reproduce the number of copies of the Software Solution required for normal operation and security procedures.
   * The Contracting Authority shall not have the right to sell or distribute the developed solution to third parties without the Partner's prior written consent.

**INTELLECTUAL PROPERTY PROTECTION**

* + The Partner guarantees that the solution does not infringe the intellectual property rights of third parties established by law or international agreements. In the event of an infringement, the Partner is obliged to assume responsibility and bear the costs of protecting the Contracting Authority from any legal consequences.

|  |
| --- |
| ***Note:*** *The main relevant regulations governing issues related to intellectual property rights include: the Law on Copyright and Related Rights (“Official Gazette of the RS”, no. 104/09, 99/11, 119/12, 29/16 Decision of the Constitutional Court and 66/19); the Law on Patents ("Official Gazette of the RS", no. 99/11, 113-17- as amended, 95/18, 66/19 and 123/21); the Law on Trademarks (“Official Gazette of the RS”, no. 6/20); the Law on Protection of Industrial Designs (“Official Gazette of the RS”, no. 104/09, 45/15 and 44/18 as amended); the Law on Geographical Indications (“Official Gazette of the RS”, no. 18/10); the Law on the Protection of Topographies of Semiconductor Products (“Official Gazette of the RS”, no. 55/13 and 66/19); the Law on Special Powers for the Protection of Intellectual Property Rights (“Official Gazette of the RS”, no. 46/06, 104/09 – as amended and 129/21).* |

## METHOD AND DEADLINE FOR THE SUBMISSION OF APPLICATIONS

In accordance with Article 45 of the PPL, applications for the public procurement procedure are submitted electronically via the Public Procurement Portal.

The deadline for submitting applications is \_\_\_\_\_\_\_\_\_\_ by \_\_\_\_ hours. *(The Contracting Authority sets the minimum deadline for the submission of applications in accordance with Article 60, paragraph 7 of the PPL).*

*If a certain part of the application is not submitted via the Public Procurement Portal, the Contracting Authority shall determine the method of submitting this part of the application in accordance with Article 45, paragraph 3 of the PPL.*

## INFORMATION ON THE CRITERIA FOR AWARDING THE CONTRACT

**Subject:**

The Contracting Authority shall award the Contract under the public procurement procedure to the most economically advantageous tender on the basis of the relationship between price and quality, applying the following criteria:

|  |  |  |
| --- | --- | --- |
| **Criterion** | | **Points** |
| 1. | Price | 35 |
| 2. | Quality | 65 |
| **Total** | | **100** |

Once the negotiated procedure has been completed, the Contracting Authority shall rank the acceptable final tenders according to the established criteria and award the contract to the tender with the highest overall score.

|  |  |
| --- | --- |
| The total score is equal to the sum of the points for each criterion. | |
| Bu = Bc + ∑ Bk  k | Bu - total number of points  Bc - number of points for the price  k - criterion  Bk - number of points for the quality criterion |
|  |  |

**1. PRICE CRITERION**

|  |  |
| --- | --- |
| The tender under this criterion can be awarded a maximum of 35 points.  Formula for calculating the points for the price criterion: **The maximum number of points for the best value offered; other values offered are ranked in relation to the best value.** | |
| B = minC/C x P | B - number of points for the price  minC - the price of the lowest offer  C - price offered  P - weight value of the price |

1. **QUALITY CRITERION**

**Subject:**

The Contracting Authority shall award the Contract under the public procurement procedure to the most economically advantageous tender on the basis of the relationship between price and quality, applying the following criteria:

|  |  |  |
| --- | --- | --- |
| **Criterion** | | **Points** |
| 1. | Price | 35 |
| 2. | Quality | 65 |
| **Total** | | **100** |

Once the negotiated procedure has been completed, the Contracting Authority shall rank the acceptable final tenders according to the established criteria and award the Contract to the tender with the highest overall score.

|  |  |
| --- | --- |
| The total score is equal to the sum of the points for each criterion. | |
| Bu = Bc + ∑ Bk  k | Bu - total number of points  Bc - number of points for the price  k - criterion  Bk - number of points for the quality criterion |
|  |  |

**1. PRICE CRITERION**

|  |  |
| --- | --- |
| The tender under this criterion can be awarded a maximum of 35 points.  Formula for calculating the points for the price criterion: **The maximum number of points for the best value offered; other values offered are ranked in relation to the best value.** | |
| B = minC/C x P | B - number of points for the price  minC - the price of the lowest offer  C - price offered  P - weight value of the price |

1. **QUALITY CRITERION**

The tender based on the quality criterion can be awarded a maximum of 65 points (weights).

The quality criterion consists of the criteria elements listed in the following table, each of which is given the corresponding number of points.

|  |  |  |
| --- | --- | --- |
|  | **Elements of the quality criterion.** | **Points** |
| 2.1. | Quality of the personnel deployed | 20 |
| 2.2. | Quality assurance standards | 15 |
| 2.3. | Additional innovative functionalities | 20 |
| 2.4. | Length of warranty period with technical support. | 10 |
|  | **Total** | 65 |

**2.1. QUALITY OF THE STAFF EMPLOYED - MAXIMUM 20 POINTS**

Under this criterion element, the qualitative characteristics of the persons who will be involved in the implementation of the contract (team members) shall be evaluated, as indicated by the economic operator in the declaration of compliance with the criteria for qualitative selection of economic operators, according to the following criteria and scoring methodology:

|  |  |  |
| --- | --- | --- |
| **No.** | **Quality of the personnel deployed.** | **Maximum number of points** |
| 2.1.1 | The team members' experience in research and development of innovative solutions for information technology projects **in the field of transport** in the last five years prior to the deadline for submission of tenders | **5 points** |
| 2.1.2 | PhD degree in natural sciences of the team members | **5 points** |
| 2.1.3 | Possession of a Digital Transformation Certificate issued by a body accredited to issue such certificates in accordance with the ISO/IEC 17024 standard – by team members | **5 points** |
| 2.1.4 | Possession of a project management certificate (PMP, PRINCE2 or IPMA) – by the Project Manager | **2 points** |
| 2.1.5 | Experience of the Software Solution Architect | **1 point** |
| 2.1.6 | Experience of the Developer | **2 points** |
|  | **Total** | **20 points** |

***Description of the sub-criterion, the weighting methodology and the evidence***

2.1.1. Experience of the team members in researching and developing innovative solutions in information technology projects **in the field of transport** in the last five years before the deadline for submission of proposals – **maximum 5 points**, according to the following scoring methodology:

For each team member who has gained experience in the research and development of innovative solutions for information technology projects i**n the field of transport** in the five years prior to the deadline, the tender shall be awarded 0.5 points, i.e., a maximum of 5 points for 10 team members. The project for which the experience is proven must have been successfully completed.

If no team member has the experience described in item 2.1.1, the tender shall be awarded 0 points.

***Table of the scoring methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
| 1. | No team member | 0 | If no team member has the experience specified under item 2.1.1, the tender is awarded 0 points |
| 2. | 1 team member | 0.5 | If one team member has the experience specified under item 2.1.1, the tender is awarded 0.5 points |
| 3. | 2 team members | 1 | If two members of the team have the experience specified under item 2.1.1, the tender is awarded 1 point |
| 4. | 3 team members | 1.5 | If three members of the team have the experience specified under item 2.1.1, the bid is awarded 1.5 points |
| 5. | 4 team members | 2 | If four team members have the experience specified under item 2.1.1, the tender is awarded 2 points |
| 6. | 5 team members | 2.5 | If five team members have the experience listed under 2.1.1, the tender is awarded 2.5 points |
| 7. | 6 team members | 3 | If six team members have the experience specified under 2.1.1, the tender is awarded 3 points |
| 8. | 7 team members | 3.5 | If seven team members have the experience specified in 2.1.1, the offer is worth 3.5 points |
| 9. | 8 team members | 4 | If eight team members have the experience specified under item 2.1.1, the tender is awarded 4 points |
| 10. | 9 team members | 4.5 | If nine team members have the experience specified under item 2.1.1, the tender is awarded 4.5 points |
| 11. | 10 team members | 5 | If ten team members have the experience specified under item 2.1.1, the tender is awarded 5 points |

**Proof:** The Tenderer must submit with the tender **signed CVs** of the named persons, clearly indicating the required experience being assessed, **and confirmations signed by the Contracting Authority**, containing all the required information: name and description of the activity; involvement of the person to whom the confirmation refers in the implementation of the project (role/position in the project, job description); details of the Contracting Authority where the experience was gained (name of the Contracting Authority, address, contact person at the Contracting Authority – first and last name, position, email address and telephone number); date of project implementation; indication that the project was successfully completed in accordance with the contractually agreed quality.

2.1.2. **PhD degree of team members – maximum 5 points**, according to the following scoring method:

For each team member who holds a PhD degree, the tender shall be awarded 0.5 points, up to a maximum of 5 points for a total of 10 team members.

If none of the team members have a PhD degree, the tender is awarded 0 points.

***Table of the scoring methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
| 1. | No team member | 0 | If none of the team members have a PhD degree, the tender is awarded 0 points |
| 2. | 1 team member | 0.5 | If one team member has a PhD degree, the tender is awarded 0.5 points |
| 3. | 2 team members | 1 | If two team members have a PhD degree, the tender is awarded 1 points. |
| 4. | 3 team members | 1.5 | If three team members have a PhD degree, the tender is awarded 1.5 points. |
| 5. | 4 team members | 2 | If four team members have a PhD degree, the tender is awarded 2 points. |
| 6. | 5 team members | 2.5 | If five team members have a PhD degree, the tender is awarded 2.5 points. |
| 7. | 6 team members | 3 | If six team members have a PhD degree, the tender is awarded 3 points. |
| 8. | 7 team members | 3.5 | If seven team members have a PhD degree, the tender is awarded 3.5 points. |
| 9. | 8 team members | 4 | If eight team members have a PhD degree, the tender is awarded 4 points. |
| 10. | 9 team members | 4.5 | If nine team members have a PhD degree, the tender is awarded 4.5 points. |
| 11. | 10 team members | 5 | If ten team members have a PhD degree, the tender is awarded 5 points. |

**Proof:** Together with the tender, the tenderer submits proof of the acquired title of Doctor of Science for the named persons.

2.1.3 **Possession of a DIGITAL TRANSFORMATION CERTIFICATE issued by a body accredited to issue this certificate in accordance with the standard (ISO/IEC 17024) - team members - maximum 5 points**, according to the following scoring method:

For each team member holding the required certificate, the tender shall be awarded 0.5 points, for a total of 5 points for a maximum of 10 team members.

If no member of the team has the certificate from point 2.1.3, the tender shall be awarded 0 points.

***Table of the scoring methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
| 1. | No team member | 0 | If no team member has a certificate specified under item 2.1.3, the tender is awarded 0 points |
| 2. | 1 team member | 0.5 | If one team member has a certificate specified under item 2.1.3, the tender is awarded 0.5 points |
| 3. | 2 team members | 1 | If two team members have a certificate specified under item 2.1.3, the tender is awarded 1 points |
| 4. | 3 team members | 1.5 | If three team members have a certificate specified under item 2.1.3, the tender is awarded 1.5 points |
| 5. | 4 team members | 2 | If four team members have a certificate specified under item 2.1.3, the tender is awarded 2 points |
| 6. | 5 team members | 2.5 | If four team members have a certificate specified under item 2.1.3, the tender is awarded 2.5 points |
| 7. | 6 team members | 3 | If six team members have a certificate specified under item 2.1.3, the tender is awarded 3 points |
| 8. | 7 team members | 3.5 | If seven team members have a certificate specified under item 2.1.3, the tender is awarded 3.5 points |
| 9. | 8 team members | 4 | If eight team members have a certificate specified under item 2.1.3, the tender is awarded 4 points |
| 10. | 9 team members | 4.5 | If nine team members have a certificate specified under item 2.1.3, the tender is awarded 4.5 points |
| 11. | 10 team members | 5 | If ten team members have a certificate specified under item 2.1.3, the tender is awarded 5 points |

**Proof:** The tenderer submits a valid, required certificate for the named persons with the tender.

2.1.4 **Possession of a project management certificate (PMP or PRINCE2 or IPMA) - Project Manager - maximum 2 points**, according to the following scoring method:

If the team member assigned to the project manager's work holds a PMP or PRINCE2 or IPMA project management certificate, the tender shall be awarded 2 points.

If the Project Manager does not have any of the certificates specified under item 2.1.4, the tender is awarded 0 points.

***Table of the scoring methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
| 1. | The project manager does not have a certificate | 0 | If the Project Manager does not have any of the certificates specified under item 2.1.4, the tender is awarded 0 points. |
| 2. | The project manager has a certificate | 2 | If the project manager has a PMP or PRINCE2 or IPMA certificate, the tender is awarded 2 points |

**Proof:** The tenderer submits with the tender a PMP or PRINCE2 or IPMA project management certificate of the team member who is to be entrusted with the work of the Project Manager.

2.1.5 **Professional experience of the Software Solution Architect** - 1 point, according to the following scoring method:

The team member assigned to the work of the Software Solution Architect **has experience in developing a software solution within a project that works on different devices (computers, tablets and mobile phones - iOS and/or Android)**, including customising the user interface and functionality for each type of device - 1 point.

If the Software Solution Architect does not have the experience specified under item 2.1.5, the tender is awarded 0 points.

***Table of the scoring methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
| 1. | Architect without experience | 0 | If the Software Solution Architect does not have the experience specified under item 2.1.5, the tender is awarded 0 points. |
| 2. | Architect with experience | 1 | If the Software Solution Architect has the experience specified under item 2.1.5, the tender is awarded 1 points. |

**Proof:** The Tenderer must submit with the tender **signed CVs** of the named persons, clearly indicating the required experience being assessed, **and confirmations signed by the Contracting Authority**, containing all the required information: name and description of the activity; involvement of the person to whom the confirmation refers in the implementation of the project (role/position in the project, job description); details of the Contracting Authority where the experience was gained (name of the Contracting Authority, address, contact person at the Contracting Authority – first and last name, position, email address and telephone number); date of project indication that the project was successfully completed in accordance with the contractually agreed quality.

2.1.6. **Experience as a Developer - maximum 2 points**, according to the following scoring methodology:

The team member assigned as a Developer has programmed a **software solution that works on different devices (computers, tablets and mobile phones - iOS and/or Android)** as part of a project, including customising the user interface and functionality for each type of device. Each team member is awarded 1 points, i.e., a total of 2 points for two team members.

If none of the team members involved in the work of the programme have the experience specified under item 2.1.6, the tender is awarded 0 points.

***Table of the scoring methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
| 1. | No Developer | 0 | If none of the team members who will be involved in the work of the Developer have the experience specified under item 2.1.6, the tender is awarded 0 points. |
| 2. | 1 Developer | 1 | If one of the team members involved in the work of the programme has the experience specified under item 2.1.6, the tender is awarded 1 points. |
| 3. | 2 Developers | 2 | If two of the team members who will be involved in the work of the developer have the experience specified under item 2.1.6, the tender is awarded 2 points. |

**Proof:** The tenderer must submit with the tender **signed CVs** of the named persons, clearly indicating the required experience being assessed, **and confirmations signed by the Contracting Authority**, containing all the required information: name and description of the activity; involvement of the person to whom the confirmation refers in the implementation of the project (role/position in the project, job description); details of the Contracting Authority where the experience was gained (name of the Contracting Authority, address, contact person at the Contracting Authority – first and last name, position, email address and telephone number); date of project indication that the project was successfully completed in accordance with the contractually agreed quality.

* 1. **QUALITY ASSURANCE STANDARDS – MAXIMUM 15 POINTS**

Under this criterion, the Contracting Authority shall award points to the tender of the tenderer that has aligned its organisation with the following quality assurance standards, according to the following scoring methodology:

2.2.1. [ISO/IEC 42001:2023](https://www.iso.org/standard/81230.html) (Artificial intelligence Management system), or equivalent - 5 points

2.2.2. [ISO/IEC 23894:2023](https://www.iso.org/standard/77304.html) (Artificial intelligence Guidance on risk management) or the equivalent standard - 5 points

2.2.3. [ISO/IEC 23053:2022](https://www.iso.org/standard/74438.html) (Framework for Artificial Intelligence (AI) Systems Using Machine Learning (ML) or the equivalent standrard - 5 points

The tenderer is awarded 5 points for each of the above standards, totalling a maximum of 15 points.

If the tenderer has not harmonised its business operations with one of the standards mentioned, the tenderer is awarded 0 points.

***Table of the scoring methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
| 2.2.1 | The tenderer does not have [ISO/IEC 42001:2023](https://www.iso.org/standard/81230.html) (Artificial intelligence Management system), or the equivalent standard | 0 points | If the tenderer does not have [ISO/IEC 42001:2023](https://www.iso.org/standard/81230.html) (Artificial intelligence Management system) or the equivalent standard, the tenderer is awarded 0 |
| The tenderer has [ISO/IEC 42001:2023](https://www.iso.org/standard/81230.html) (Artificial intelligence management system), or the equivalent standard | 5 points | The tenderer has [ISO/IEC 42001:2023](https://www.iso.org/standard/81230.html) (Artificial intelligence Management system), or the equivalent standard, the tender is awarded 5 points |
| 2.2.2 | The tenderer does not have [ISO/IEC 23894:2023](https://www.iso.org/standard/77304.html) (Artificial intelligence Guidance on risk management), or the equivalent standard | 0 points | The tenderer does not have [ISO/IEC 23894:2023](https://www.iso.org/standard/77304.html) (Artificial intelligence Guidance on risk management) or equivalent, the tenderer is awarded 0 points |
| The tenderer has [ISO/IEC 23894:2023](https://www.iso.org/standard/77304.html) (Artificial intelligence Guidance on risk management) or the equivalent standard | 5 points | The tenderer has [ISO/IEC 23894:2023](https://www.iso.org/standard/77304.html) (Artificial intelligence Guidance on risk management) or the equivalent standard 5 points, the tender is awarded 5 points |
| 2.2.3 | The tenderer has an [ISO/IEC 23053:2022](https://www.iso.org/standard/74438.html) (Framework for Artificial Intelligence (AI) Systems Using Machine Learning (ML)) Certificate or the equivalent standard | 0 points | If the tenderer does not have [ISO/IEC 23053:2022](https://www.iso.org/standard/74438.html) (Framework for Artificial Intelligence (AI) Systems Using Machine Learning (ML)) or the equivalent standard, the tender is awarded 0 points |
| The tenderer has [ISO/IEC 23053:2022](https://www.iso.org/standard/74438.html) (Framework for Artificial Intelligence (AI) Systems Using Machine Learning (ML)) or the equivalent standard 5 | 5 points | If the tenderer has I[SO/IEC 23053:2022](https://www.iso.org/standard/74438.html) (Framework for Artificial Intelligence (AI) Systems Using Machine Learning (ML)) or the equivalent standard, the tender is awarded 5 points |

**Proof:** The tenderer shall submit photocopies of the valid certificates with the tender.

* 1. **ADDITIONAL TECHNICAL INNOVATIONS - MAXIMUM 20 POINTS**

Under this criterion, additional innovative functionalities offered by the tenderer shall be evaluated according to the following scoring methodology:

A tenderer who offers additional functionalities that go beyond the minimum requirements and technical specifications that all tenders must fulfil shall be awarded 20 points, with 5 points awarded for each additional functionality, up to a maximum of 20 points.

If the tenderer does not offer any additional innovative functionality, the tender is awarded 0 points.

***Table of the scoring methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
| 1. | No additional functionality | 0 | If the tenderer does not offer any additional innovative functionality, the bid is awarded 0 points |
| 2. | 1 additional functionality | 5 | If the tenderer offers one additional innovative functionality, the tender is awarded 5 points |
| 3. | 2 additional functionalities | 10 | If the tenderer offers two additional innovative functionalities, the tender is awarded 10 points |
|  | 3 additional functionalities | 15 | If the tenderer offers three additional innovative functionalities, the tender is awarded 15 points |
|  | 4 additional functionalities | 20 | If the tenderer offers four additional innovative functionalities, the tender is awarded 20 points |

**Proof:** Together with the tender, the tenderer shall submit the system implementation methodology, which shall include a plan for the research, development, testing and implementation of the solution, with particular attention to the fulfilment of the minimum requirements, in which it shall also list the additional innovative functionalities offered, namely:

* A detailed description of the additional innovative functionalities offered and how they relate to the minimum requirements.
* A demonstration of how the proposed additional innovative functionalities improve the user experience, performance and sustainability of the system
* A development plan for additional innovative functionality, including testing and integration with the core functionality.

**2.4. LENGTH OF WARRANTY PERIOD WITH TECHNICAL SUPPORT – MAXIMUM 10 POINTS**

Under this criterion element, scores are awarded based on the proposed length of the warranty period with technical support for the system according to the following scoring methodology:

***Table of the scoring methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
|  | 2 years | 0 | The minimum warranty period with technical support that the tenderer can offer is 2 years. In this case, the tenderer is not awarded any points; if a shorter warranty period is offered, the tender will be rejected as unacceptable. |
|  | 3 years | 3 | The tenderer specifies in its tender the warranty period with technical support in years and is awarded 3 points for the proposed warranty period equal to the specified value. |
|  | 4 years | 6 | The Tenderer specifies the warranty period with technical support in years in its tender and is awarded 6 points for the proposed warranty period in the specified value. |
|  | 5 years and above | 10 | The tenderer specifies the warranty period with technical support in years in its tender and receives 10 points for the proposed warranty period in the specified value. |

|  |
| --- |
| ***Note:*** *The criteria for the award of contracts listed here serve only as an example of how criteria can be defined and described, while the Contracting Authority defines the criteria in accordance with Articles 132 through 134a of the PPL, depending on the nature of the subject of the contract.* |

**Reserve criteria on the basis of which the public contract is awarded in cases where two or more tenders are equal after application of the criteria:**

If two or more tenders have the same score, the tender of the tenderer who has offered a greater number of MH (man-hours) to solve the Contracting Authority's requirements not included in the system design will be selected as the most advantageous.

If it is still not possible to make an award decision after applying the above-mentioned reservation criterion, the contracting authority shall award the contract for partnership for Innovation to the tenderer selected by drawing. The Contracting Authority shall inform all tenderers who have submitted a tender in writing of the date of the draw. Only those tenders with the same number of points and the same number of MH (man-hours) for the fulfilment of the Contracting Authority’s requirements not covered by the system design will participate in the draw. The draw is carried out publicly and in the presence of the tenderers by writing the names of the tenderers on separate pieces of paper of the same size and colour, folding all these pieces of paper and placing them in a transparent box from which one piece of paper is drawn at a time. The order in which the tenderers' names are drawn determines the ranking of the bids, i.e. the tenderer whose name appears on the paper drawn first is the highest-ranking tenderer.

Tenderers who do not take part in this procedure shall receive a record of the draw from the contracting authority.

|  |
| --- |
| ***Note:*** *The Contracting Authority may define the drawing procedure in a different manner.* |

## DATA USED BY APPLICANTS TO PREPARE THE APPLICATION FORМ

|  |
| --- |
| ***Note:*** *Based on the data entered into the Public Procurement Portal by the Contracting Authority in the “Criteria for the award of contracts and other procurement requirements" section when preparing the procurement documents, the application form is automatically generated by the Portal.*  *The procurement documents contain the data used by candidates to create the application form, which contains the following general information about:*   1. *the candidate or each candidate in a group and about the subcontractors (company name or abbreviated name from the relevant register, address of the registered office, registration number and tax identification number, contact details, etc.);* 2. *the period of validity of the application, expressed in the number of days from the date of opening of applications, which may not be less than 30 days;* 3. *the subject of the public procurement;* 4. *information on the part of the contract to be subcontracted (by subject or quantity, value or percentage), details of the subcontractor and information that the Contracting Authority will make payments directly to the subcontractor if the subcontractor requests direct payment of claims due;* 5. *a declaration of integrity in which the candidate confirms, under full material and criminal liability, that it has submitted its application independently and without collusion with other tenderers or interested parties and guarantees the accuracy of the information in the application.* |

## DATA ON THE BASIS OF WHICH THE APPLICANTS DRAW UP THE DECLARATION OF FULFILMENT OF CRITERIA FOR QUALITATIVE SELECTION OF ECONOMIC OPERATOR

|  |
| --- |
| ***Note:*** *On the basis of the data entered by the Contracting Authority in the “Criteria for qualitative selection of economic operator” section of the Public Procurement Portal when preparing the procurement documents, the declaration of fulfilment of criteria for qualitative selection of economic operator is automatically generated by the Portal. In addition, based on this data, the Portal creates a part of the procurement documents “Criteria for qualitative selection of economic operator and guidelines for demonstrating compliance with these criteria”.*  *If the application is submitted by a group of economic operators, a separate declaration must be submitted for each member of the group, containing information on the relevant capacities of the respective group member.*  *If the economic operator intends to delegate part of the contract to a subcontractor or to use the capacities of other operators, it must submit a separate declaration for the subcontractor or the operator whose capacities it intends to use, containing information on the relevant capacities of the subcontractor or the other operator.*  *In the declaration of fulfilment of criteria, economic operators indicate the issuers of the evidence of fulfilment of criteria for qualitative selection of economic operator and declare that they will be able to provide such evidence to the contracting authority without delay upon request.*  *In the declaration of fulfilment of criteria, the economic operator may provide information on the internet address of the database, any necessary identification data and a declaration of consent to obtain or consult the evidence of compliance with the criteria for the qualitative selection of the economic operator.* |

# Model of procurement documentation for the negotiation phase

## 1. GENERAL INFORMATION ABOUT THE SUBJECT OF THE PROCUREMENT

|  |  |
| --- | --- |
| Title: | Development of an integrated smart system for traffic and car park management |
| Reference number: | \_\_/24 |
| Type of procurement subject: | Services |

**Type of public procurement procedure:** Partnership for Innovation

**Subject of public procurement:** Development of an integrated smart system for traffic and car park management.

**Description of the need with descriptive elements that represent the minimum requirements that the tenders must fulfil:**

**Description of the need**

The procedure is being conducted to establish a Partnership for Innovation with a Partnerfor the purpose of development and subsequent procurement of an innovative IT solution that integrates artificial intelligence (**AI**) technologies, IoT devices and cloud infrastructures to optimise traffic flow and manage public car park in urban areas.

The objectives to be achieved through this procurement are:

* Reducing congestion and increasing the efficiency of vehicle flow;
* Optimising the use of car park spaces in real time;
* Improving environmental protection by reducing exhaust emissions;
* Providing tools for analysing and planning urban traffic based on the data collected.

**Elements of the description of the need that represent the minimum requirements that all tenders must fulfil**

#### Functionalities of the application

**Minimum requirement:** The application must enable real-time optimisation of traffic flow and management of public car park spaces based on data collected by sensors, cameras and other devices. The system must utilise artificial intelligence (AI) for the following functions:

* Traffic congestion detection;
* Suggestion of alternative routes;
* Prediction of traffic patterns based on the analysis of historical and real-time data;
* Recognising the occupancy of car park spaces in real time;
* Suggestions for the nearest available car parks based on the user's current location and predicted traffic flows;
* Predicting car park occupancy based on usage patterns, weather conditions and events (e.g., weekend congestions or large gatherings);
* Reservation of car park spaces via the application, with the possibility to set a time limit for the reservation;
* Automatic calculation and payment of car park fees with integration of electronic payment systems (credit cards, mobile payments).

1. **Interoperability and adaptability**

**Minimum requirement:** The system must be compatible with existing devices (sensors, cameras) and enable integration with at least two existing traffic management systems. In addition, the AI algorithms must support the processing of data from different formats and sources to ensure interoperability.

1. **User interface**

**Minimum requirement:** The application must have an intuitive and visually appealing user interface suitable for desktops, mobile devices (iOS and Android) and tablets, with multilingual support (at least Serbian and English). The AI must allow the user interface to be adapted to the behaviour and preferences of the user.

1. **Scalability and performance**

**Minimum requirement:** The system must support real-time data processing for cities with up to 1,000,000 inhabitants and be scalable for larger cities. The AI must enable dynamic scaling of the system based on utilisation and real-time resource optimisation.

1. **Security and data protection**

**Minimum requirement:** The system must comply with relevant data protection laws (such as the Law on Personal Data Protection and others) and include built-in data protection measures such as encryption and access control. The AI algorithms must include anomaly detection and identification of potential security threats within the system.

1. **Monitoring and reporting**

**Minimum requirement:** The application must support the generation of customised reports on traffic flow and system performance, with options to customise timeframes and report formats. The AI must provide advanced data analysis, including trends and predictions for future traffic conditions.

1. **Development and test plan**

**Minimum requirement:** The tenderer must provide a detailed plan for the development of the application that includes the research, development, testing and implementation phases, with a defined time line for each phase. The AI algorithms must be tested for accuracy and efficiency through simulations and real-world scenarios.

1. **Documentation and user training**

**Minimum requirement:** The tenderer must provide technical documentation and conduct at least three user training sessions for system users. The documentation must contain explanations of the AI components and their functionalities, as well as instructions on how to interpret the analyses and reports generated by the AI.

**Note:** The tenderer must submit with the tender a methodology for system implementation that includes a research, development, testing and implementation plan, with a specific focus on meeting the minimum requirements.

The methodology may include a proposal for additional functionalities, which shall be subject to evaluation and may include the following:

* A detailed description of the proposed additional functionalities and how they relate to the minimum requirements.
* An explanation of how the proposed functionalities improve usability, system performance and sustainability.
* A development plan for additional functionality, including testing and integration with the core functionality.

## 2. TECHNICAL CHARACTERISTICS (SPECIFICATIONS), QUALITY, QUANTITY AND DESCRIPTION OF THE SERVICE, METHOD OF CARRYING OUT THE CONTROL, DEADLINE FOR EXECUTION, POSSIBLE ADDITIONAL SERVICES, ETC.

**NOTE:**

This technical specification is a detailed description of the minimum requirements that tenders must fulfil.

**1. EXISTING SITUATION**

The current system of traffic and park car management in urban areas is based on outdated methods of data collection, analysis and utilisation. Key aspects of the current situation include:

* **Lack of a centralised platform:** Most traffic and car park control systems operate independently without the ability to coordinate or share data with each other.
* **Limited data analysis:** Traffic and car park occupancy data is often not collected in real time and not used to make strategic decisions.
* **Lack of adaptability:** Traffic signals at intersections and car park management systems cannot dynamically adapt to current traffic conditions or car park occupancy.
* **Low use of artificial intelligence (AI) technologies:** Existing systems do not use AI to predict traffic flow, car park occupancy or optimise vehicle movements.
* **Disconnected from users:** Information on road conditions, alternative routes and available car pakr spaces is not fully or effectively accessible to citizens, resulting in wasted time and resources.

**2. PROBLEM**

The existing situation has a significant negative impact on the quality of life of citizens, economic efficiency and the sustainability of the transport system:

* **Traffic congestion:** Constantly present in the main parts of the city, with average delays of 20-30 minutes per journey during rush hours.
* **Parking problems:** Citizens waste a lot of time looking for free parking spaces, which in turn contributes to congestion and unnecessary pollution.
* **Environmental pollution:** Emissions of harmful gases have increased due to long idling times of vehicles and unnecessary circling in search of a parking space.
* **Poor safety:** Poor coordination between transport hubs and car park systems increases the risk of road accidents.
* **Unpredictability:** Citizens do not have the ability to monitor road conditions and car park availability and adjust their routes and travel plans in real time.

**3. THE NEED FOR AN INNOVATIVE SOLUTION**

In order to solve the aforementioned problems, it has been determined that it is necessary to develop an innovative solution that integrates modern technologies in the areas of information technology, traffic management and car parks.

##### **The innovation objectives include:**

* **A centralised management platform:** A platform that allows data from different sources (traffic lights, sensors, cameras, car park occupancy sensors, mobile applications) to be brought together and analysed in real time.
* **Application of Artificial Intelligence:** Prediction of traffic flows, occupancy of parking spaces, optimisation of traffic light cycles and proactive management of congestion and parking capacity.
* **Improving the user experience:** Development of applications and notifications for citizens, including information on:
  + Optimal routes, travel time and alternative directions.
  + The nearest available car parks with the possibility of reservation.
  + Automatic billing and individual notifications of changes in car park occupancy.
* **Sustainability:**
  + Reduction of harmful gas emissions by optimising traffic flow and more efficient use of parking spaces.
  + Reduction in time spent searching for a parking space and travelling through the city.

**4. FUNCTIONAL CHARACTERISTICS**

**4.1. Real-time optimisation of traffic flow**

* The system must collect real-time data from sensors, cameras, IoT devices and other sources.
* Based on the collected data, the system should generate suggestions for:
  + Alternative routes in the event of congestion.
  + Optimisation of traffic lights based on the current traffic situation.
* The system must include the prediction of traffic patterns using AI models that have been trained based on relevant historical data.

**4.2. Intelligent management of car parks**

* The system must enable the management of public car parks through occupancy detection sensors.
* The mobile application must provide real-time information on available parking spaces and enable the reservation of parking spaces.

**5. TECHNOLOGICAL CHARACTERISTICS**

**5.1. System architecture and platform**

* Use of a distributed cloud infrastructure for data processing and storage to ensure scalability and performance.
* A centralised control platform for collecting and integrating data from different sources.

**5.2. Interoperability**

* The system must be designed to integrate with existing traffic infrastructure (traffic lights, sensors) and software systems.
* Communication protocols: MQTT, REST API, WebSocket or other standards for IoT communication.

**6. PERFORMANCE AND SCALABILITY**

* The system must be optimised for cities with a population of up to 1,000,000 inhabitants, with the possibility of scaling for larger cities through horizontal expansion of the infrastructure.
* Real-time data processing: A latency of less than 1 second for key functions (e.g., crowd detection and alternative suggestions).
* The system must support the simultaneous processing of data from at least 10,000 devices (sensors, cameras).
* The system must have the ability to expand processing and storage capacity without affecting the regular operation of IT services.

**7. SECURITY AND DATA PROTECTION**

* Implementation of standard security protocols (SSL/TLS) for communication.
* Data protection through encryption during storage (AES-256) and transmission.
* Compliance with the relevant data protection regulations (GDPR).
* Access control: Role-based access control (RBAC) for access at user level, with additional use of multi-factor authentication for system administrators.
* Access control: Access to the administration portal must be configurable in terms of defining the IP addresses from which system administration can be performed.
* Access control: The system must have the ability to record administrative sessions (Privileged Access Management).
* Backup/restore: The system must be able to create daily, weekly and monthly data backups.
* Monitoring: The system must allow administrators to view the status of key platform components (CPU utilisation, RAM, storage space, data transfer speeds, etc.) in real time and automatically generate and send email alerts if parameter values are exceeded.
* Disaster Recovery: The system must have a secure process for restoring important IT services in the event of a disaster (earthquake, flood, fire, etc.).

**8. USER INTERFACE AND USER-FRIENDLINESS**

**8.1. For traffic controllers**

* The dashboard must display
  + Traffic congestions in real time.
  + Occupancy of the car park.
  + Traffic flow predictions based on current and historical data.

**8.2. For citizens (mobile application)**

* Information on road conditions in real time.
* Optimised route suggestions with travel time display.
* Search and reservation of free parking spaces.
* Multilingualism: at least support for Serbian and English.

**9. REPORTING AND ANALYTICS**

* The system must allow the creation of customisable reports in the following formats: PDF, Excel and interactive charts.
* The reports should include:
  + Traffic congestion analysis by time interval and neighbourhood.
  + Traffic signal performance analysis.
  + Car park utilisation.
  + Data on the number of internal and external users with data on the number of newly registered users
  + Data on administrator access to the system and records of configuration changes.

**10. DOCUMENTATION AND TRAINING**

* The technical documentation must include:
  + Instructions for installation, configuration and maintenance.
  + Description of the functionalities and capabilities of the system.
* User training: At least three sessions for end users of the system with a demonstration of the functionality.

**11. WARRANTY PERIOD AND TECHNICAL SUPPORT**

During the warranty period, the Partner is obliged to rectify all subsequently detected violations of the Contracting Authority's requirements set out in the technical specification and to resolve all incidents and problems with the operation of the system.

In Phase 4, the concept of technical support during the warranty period shall be agreed. Technical support during the warranty period must include at least the following:

* Receiving incident and problem reports from the Contracting Authority by email or telephone;
* Regular monthly checks of the functionality and correctness of the implemented software as well as additional checks as required, including the preparation of reports on activities carried out;
* Start resolving reported or observed incidents and problems no later than the next working day;
* Responding to Contracting Authority enquiries not covered by the system design for a total of no more than 96 MH (96 working hours)
* Updating the documentation in accordance with the changes that have occurred.

The warranty period shall be at least \_\_\_\_\_\_\_ years from the date of commissioning of the system (acceptance of the project team’s report on the successful commissioning and signing of the protocol on the completion of the phase). All costs related to technical support during the warranty period shall be borne by the Partner.

**12. PARTNER PROJECT TEAM**

The Partner is obliged to provide suitably qualified personnel to work on the project - a team with knowledge and experience, which must necessarily include persons listed in the declaration of fulfilment of criteria for qualitative selection of economic operator.

**13. CONTRACTING AUTHORITY PROJECT TEAM**

The Contracting Authority shall appoint the key experts for the business subject as permanent members of the project team and provide continuous support for the project. During the project, additional members shall be occasionally brought in for specific tasks.

The project team must be integrated as part of the team and as Partner. While the responsibility for the system implementation shall lay with the Partner, the role of the Contracting Authority team shall be to provide support and ensure all relevant information is available so that the partner can develop and implement the system in question.

## INFORMATION ON THE CRITERIA FOR AWARDING THE CONTRACT

**Subject:** Development of an integrated smart system for traffic and car park management.

The Contracting Authority shall award the contract under the public procurement procedure to the most economically advantageous tender on the basis of the relationship between price and quality, applying the following criteria:

|  |  |  |
| --- | --- | --- |
| **Criterion** | | **Points** |
| 1. | Price | 35 |
| 2. | Quality | 65 |
| **Total** | | **100** |

Once the negotiated procedure has been completed, the Contracting Authority shall rank the acceptable final tenders according to the established criteria and award the contract to the tender with the highest overall score.

|  |  |
| --- | --- |
| The total score is equal to the sum of the points for each criterion. | |
| Bu = Bc + ∑ Bk  k | Bu - total number of points  Bc - number of points for the price  k - criterion  Bk - number of points for the quality criterion |
|  |  |

**1. PRICE CRITERION**

|  |  |
| --- | --- |
| The tender under this criterion can be awarded a maximum of 35 points.  Formula for calculating the points for the price criterion: **The maximum number of points for the best value offered; other values offered are ranked in relation to the best value.** | |
| B = minC/C x P | B - number of points for the price  minC - the price of the lowest offer  C - price offered  P - weight value of the price |

1. **QUALITY CRITERION**

The tender based on the quality criterion can be awarded a maximum of 65 points (weights).

The quality criterion consists of the criteria elements listed in the following table, each of which is given the corresponding number of points

|  |  |  |
| --- | --- | --- |
|  | **Elements of the quality criterion.** | **Points** |
| 2.1. | Quality of the personnel deployed | 20 |
| 2.2. | Quality assurance Standards | 15 |
| 2.3. | Additional innovative functionalities | 20 |
| 2.4. | Length of warranty period with technical support. | 10 |
|  | **Total** | 65 |

**2.1. QUALITY OF THE STAFF EMPLOYED - MAXIMUM 20 POINTS**

Under this criterion element, the qualitative characteristics of the persons who will be involved in the implementation of the contract (team members) shall be evaluated, as indicated by the economic operator in the declaration of compliance with the criteria for qualitative selection of economic operators, according to the following subcriteria:

|  |  |  |
| --- | --- | --- |
| **No.** | **Quality of the personnel deployed.** | **Maximum number of points** |
| 2.1.1 | Experience of the team members in research and development of innovative solutions in IT projects i**n the field of transport** within the last five years prior to the submission date of the proposal | **5 points** |
| 2.1.2 | Doctoral degree of the team members | **5 points** |
| 2.1.3 | Possession of a Digital Transformation Certificate issued by a body accredited to issue such certificates in accordance with the ISO/IEC 17024 standard – by team members | **5 points** |
| 2.1.4 | Possession of a project management certificate (PMP, PRINCE2 or IPMA) – by the Project Manager | **2 points** |
| 2.1.5 | Experience of the Software Solution Architect | **1 point** |
| 2.1.6 | Experience of the Developer | **2 points** |
|  | **Total** | **20 points** |

***Description of the sub-criterion, the scoring methodology and the evidence***

2.1.1. Experience of the team members in researching and developing innovative solutions in information technology projects **in the field of transport** in the last five years before the deadline for submission of proposals – **maximum 5 points**, according to the following weighting methodology:

For each team member who has gained experience in the research and development of innovative solutions for information technology projects i**n the field of transport** in the five years prior to the deadline, the tender shall be awarded 0.5 points, i.e., a maximum of 5 points for 10 team members. The project for which the experience is proven must have been successfully completed.

If no team member has the experience described in item 2.1.1, the tender shall be awarded 0 points.

***Table of the weighting methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
| 1. | No team member | 0 | If no team member has the experience specified under item 2.1.1, the tender is awarded 0 points |
| 2. | 1 team member | 0.5 | If one team member has the experience specified under item 2.1.1, the tender is awarded 0.5 points |
| 3. | 2 team members | 1 | If two members of the team have the experience specified under item 2.1.1, the tender is awarded 1 point |
| 4. | 3 team members | 1.5 | If three members of the team have the experience specified under item 2.1.1, the bid is awarded 1.5 points |
| 5. | 4 team members | 2 | If four team members have the experience specified under item 2.1.1, the tender is awarded 2 points |
| 6. | 5 team members | 2.5 | If five team members have the experience listed under 2.1.1, the tender is awarded 2.5 points |
| 7. | 6 team members | 3 | If six team members have the experience specified under 2.1.1, the tender is awarded 3 points |
| 8. | 7 team members | 3.5 | If seven team members have the experience specified in 2.1.1, the offer is worth 3.5 points |
| 9. | 8 team members | 4 | If eight team members have the experience specified under item 2.1.1, the tender is awarded 4 points |
| 10. | 9 team members | 4.5 | If nine team members have the experience specified under item 2.1.1, the tender is awarded 4.5 points |
| 11. | 10 team members | 5 | If ten team members have the experience specified under item 2.1.1, the tender is awarded 5 points |

**Proof:** The tenderer must submit with the tender **signed CVs** of the named persons, clearly indicating the required experience being assessed, **and confirmations signed by the Contracting Authority**, containing all the required information: name and description of the activity; involvement of the person to whom the confirmation refers in the implementation of the project (role/position in the project, job description); details of the Contracting Authority where the experience was gained (name of the Contracting Authority, address, contact person at the Contracting Authority – first and last name, position, email address and telephone number); date of project implementation; indication that the project was successfully completed in accordance with the contractually agreed quality.

2.1.2. **PhD degree of team members – maximum 5 points**, according to the following scoring method:

For each team member who holds a PhD degree, the tender shall be awarded 0.5 points, up to a maximum of 5 points for a total of 10 team members.

If none of the team members have a PhD degree, the tender is awarded 0 points.

***Table of the scoring methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
| 1. | No team member | 0 | If none of the team members have a PhD degree, the tender is awarded 0 points |
| 2. | 1 team member | 0.5 | If one team member has a PhD degree, the tender is awarded 0.5 points |
| 3. | 2 team members | 1 | If two team members have a PhD degree, the tender is awarded 1 points |
| 4. | 3 team members | 1.5 | If three team members have a PhD degree, the tender is awarded 1.5 points |
| 5. | 4 team members | 2 | If four team members have a PhD degree, the tender is awarded 2 points |
| 6. | 5 team members | 2.5 | If five team members have a PhD degree, the tender is awarded 2.5 points |
| 7. | 6 team members | 3 | If six team members have a PhD degree, the tender is awarded 3 points |
| 8. | 7 team members | 3.5 | If seven team members have a PhD degree, the tender is awarded 3.5 points |
| 9. | 8 team members | 4 | If eight team members have a PhD degree, the tender is awarded 4 points |
| 10. | 9 team members | 4.5 | If nine team members have a PhD degree, the tender is awarded 4.5 points |
| 11. | 10 team members | 5 | If ten team members have a PhD degree, the tender is awarded 5 points |

**Proof:** Together with the tender, the tenderer submits proof of the acquired title of Doctor of Science for the named persons.

2.1.3 **Possession of a DIGITAL TRANSFORMATION CERTIFICATE issued by a body accredited to issue this certificate in accordance with the standard (ISO/IEC 17024) - team members - maximum 5 points**, according to the following weighting method:

For each team member holding the required certificate, the tender shall be awarded 0.5 points, for a total of 5 points for a maximum of 10 team members.

If no member of the team has the certificate from point 2.1.3, the tender shall be awarded 0 points.

***Table of the scoring methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
| 1. | No team member | 0 | If no team member has a certificate specified under item 2.1.3, the tender is awarded 0 points |
| 2. | 1 team member | 0.5 | If one team member has a certificate specified under item 2.1.3, the tender is awarded 0.5 points |
| 3. | 2 team members | 1 | If two team members have a certificate specified under item 2.1.3, the tender is awarded 1 points |
| 4. | 3 team members | 1.5 | If three team members have a certificate specified under item 2.1.3, the tender is awarded 1.5 points |
| 5. | 4 team members | 2 | If four team members have a certificate specified under item 2.1.3, the tender is awarded 2 points |
| 6. | 5 team members | 2.5 | If four team members have a certificate specified under item 2.1.3, the tender is awarded 2.5 points |
| 7. | 6 team members | 3 | If six team members have a certificate specified under item 2.1.3, the tender is awarded 3 points |
| 8. | 7 team members | 3.5 | If seven team members have a certificate specified under item 2.1.3, the tender is awarded 3.5 points |
| 9. | 8 team members | 4 | If eight team members have a certificate specified under item 2.1.3, the tender is awarded 4 points |
| 10. | 9 team members | 4.5 | If nine team members have a certificate specified under item 2.1.3, the tender is awarded 4.5 points |
| 11. | 10 team members | 5 | If ten team members have a certificate specified under item 2.1.3, the tender is awarded 5 points |

**Proof:** The tenderer submits a valid, required certificate for the named persons with the tender.

2.1.4 **Possession of a project management certificate (PMP or PRINCE2 or IPMA) - Project Manager - maximum 2 points**, according to the following scoring method:

If the team member assigned to the project manager's work holds a PMP or PRINCE2 or IPMA project management certificate, the tender shall be awarded 2 points.

If the Project Manager does not hold any of the certificates specified under item 2.1.4, the tender is awarded 0 points.

***Table of the scoring methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
| 1. | The project manager does not have a certificate | 0 | If the Project Manager does not have any of the certificates specified under item 2.1.4, the tender is awarded 0 points. |
| 2. | The project manager has a certificate | 2 | If the project manager has a PMP or PRINCE2 or IPMA certificate, the tender is awarded 2 points |

**Proof:** The tenderer submits with the tender a PMP or PRINCE2 or IPMA project management certificate of the team member who is to be entrusted with the work of the Project Manager.

2.1.5 **Professional experience of the Software Solution Architect** - **1 points**, according to the following scoring method:

The team member assigned to the work of the Software Solution Architect **has experience in developing a software solution within a project that works on different devices (computers, tablets and mobile phones - iOS and/or Android)**, including customising the user interface and functionality for each type of device - 1 points.

If the Software Solution Architect does not have the experience specified under item 2.1.5, the tender is awarded 0 points.

***Table of the scoring methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
| 1. | Architect without experience | 0 | If the Software Solution Architect does not have the experience specified under item 2.1.5, the tender is awarded 0 points |
| 2. | Architect with experience | 1 | If the Software Solution Architect has the experience specified under item 2.1.5, the tender is awarded 1 points |

**Proof:** The Tenderer must submit with the tender **signed CVs** of the named persons, clearly indicating the required experience being assessed, **and confirmations signed by the Contracting Authority**, containing all the required information: name and description of the activity; involvement of the person to whom the confirmation refers in the implementation of the project (role/position in the project, job description); details of the Contracting Authority where the experience was gained (name of the Contracting Authority, address, contact person at the Contracting Authority – first and last name, position, email address and telephone number); date of project indication that the project was successfully completed in accordance with the contractually agreed quality.

2.1.6. **Experience as a Developer - maximum 2 points**, according to the following scoring methodology:

The team member assigned as a Developer has programmed a **software solution that works on different devices (computers, tablets and mobile phones - iOS and/or Android)** as part of a project, including customising the user interface and functionality for each type of device. Each team member is awarded 1 points, i.e., a total of 2 points for two team members.

If none of the team members involved in the work of the programme have the experience specified under item 2.1.6, the tender is awarded 0 points.

***Table of the scoring methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
| 1. | No Developer | 0 | If none of the team members who will be involved in the work of the Developer have the experience specified under item 2.1.6, the tender is awarded 0 points |
| 2. | 1 Developer | 1 | If one of the team members involved in the work of the programme has the experience specified under item 2.1.6, the tender is awarded 1 points |
| 3. | 2 Developers | 2 | If two of the team members who will be involved in the work of the Developer have the experience specified under item 2.1.6, the tender is awarded 2 points |

**Proof:** The Tenderer must submit with the tender **signed CVs** of the named persons, clearly indicating the required experience being assessed, **and confirmations signed by the Contracting Authority**, containing all the required information: name and description of the activity; involvement of the person to whom the confirmation refers in the implementation of the project (role/position in the project, job description); details of the Contracting Authority where the experience was gained (name of the Contracting Authority, address, contact person at the Contracting Authority – first and last name, position, email address and telephone number); date of project indication that the project was successfully completed in accordance with the contractually agreed quality.

* 1. **QUALITY ASSURANCE STANDARDS – MAXIMUM 15 POINTS**

Under this criterion, the Contracting Authority shall award points to the tender of the tenderer that has aligned its organisation with the following quality assurance standards, according to the following scoring methodology:

2.2.1. [ISO/IEC 42001:2023](https://www.iso.org/standard/81230.html) (Artificial intelligence Management system), or equivalent - 5 points

2.2.2. [ISO/IEC 23894:2023](https://www.iso.org/standard/77304.html) (Artificial intelligence Guidance on risk management) or the equivalent standard - 5 points

2.2.3. [ISO/IEC 23053:2022](https://www.iso.org/standard/74438.html) (Framework for Artificial Intelligence (AI) Systems Using Machine Learning (ML) or the equivalent standrard - 5 points

The tenderer is awarded 5 points for each of the above standards, totalling a maximum of 15 points.

If the tenderer has not harmonised its business operations with one of the standards mentioned, the tenderer is awarded 0 points.

***Table of the scoring methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
| 2.2.1 | The tenderer does not have [ISO/IEC 42001:2023](https://www.iso.org/standard/81230.html) (Artificial intelligence Management system), or the equivalent standard | 0 points | If the tenderer does not have [ISO/IEC 42001:2023](https://www.iso.org/standard/81230.html) (Artificial intelligence Management system) or the equivalent standard, the tenderer is awarded 0 |
| The tenderer has [ISO/IEC 42001:2023](https://www.iso.org/standard/81230.html) (Artificial intelligence management system), or the equivalent standard | 5 points | The tenderer has [ISO/IEC 42001:2023](https://www.iso.org/standard/81230.html) (Artificial intelligence Management system), or the equivalent standard, the tender is awarded 5 points |
| 2.2.2 | The tenderer does not have [ISO/IEC 23894:2023](https://www.iso.org/standard/77304.html) (Artificial intelligence Guidance on risk management), or the equivalent standard | 0 points | The tenderer does not have [ISO/IEC 23894:2023](https://www.iso.org/standard/77304.html) (Artificial intelligence Guidance on risk management) or equivalent, the tenderer is awarded 0 points |
| The tenderer has [ISO/IEC 23894:2023](https://www.iso.org/standard/77304.html) (Artificial intelligence Guidance on risk management) or the equivalent standard | 5 points | The tenderer has [ISO/IEC 23894:2023](https://www.iso.org/standard/77304.html) (Artificial intelligence Guidance on risk management) or the equivalent standard 5 points, the tender is awarded 5 points |
| 2.2.3 | The tenderer has an [ISO/IEC 23053:2022](https://www.iso.org/standard/74438.html) (Framework for Artificial Intelligence (AI) Systems Using Machine Learning (ML)) Certificate or the equivalent standard | 0 points | If the tenderer does not have [ISO/IEC 23053:2022](https://www.iso.org/standard/74438.html) (Framework for Artificial Intelligence (AI) Systems Using Machine Learning (ML)) or the equivalent standard, the tender is awarded 0 points |
| The tenderer has [ISO/IEC 23053:2022](https://www.iso.org/standard/74438.html) (Framework for Artificial Intelligence (AI) Systems Using Machine Learning (ML)) or the equivalent standard 5 | 5 points | If the tenderer has ISO/IEC 23053:2022 (Framework for Artificial Intelligence (AI) Systems Using Machine Learning (ML)) or the equivalent standard, the tender is awarded 5 points |

**Proof:** The tenderer shall submit photocopies of the valid certificates with the tender.

* 1. **ADDITIONAL INNOVATIVE FUNCTIONALITIES - MAXIMUM 20 POINTS**

Under this criterion, additional innovative functionalities offered by the tenderer shall be evaluated according to the following scoring methodology:

A tenderer who offers additional functionalities that go beyonf the minimum requirements and technical specifications that all tenders must fulfil shall be awarded 20 points, with 5 points awarded for each additional functionality, up to a maximum of 20 points.

If the tenderer does not offer any additional innovative functionality, the tender is awarded 0 points.

***Table of the scoring methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
| 1. | No additional functionality | 0 | If the tenderer does not offer any additional innovative functionality, the bid is awarded 0 points |
| 2. | 1 additional functionality | 5 | If the tenderer offers one additional innovative functionality, the tender is awarded 5 points |
| 3. | 2 additional functionalities | 10 | If the tenderer offers two additional innovative functionalities, the tender is awarded 10 points |
|  | 3 additional functionalities | 15 | If the tenderer offers three additional innovative functionalities, the tender is awarded 15 points |
|  | 4 additional functionalities | 20 | If the tenderer offers four additional innovative functionalities, the tender is awarded 20 points |

**Proof:** The Tenderer must submit with the tender a methodology for system implementation that includes a research, development, testing and implementation plan, with a specific focus on meeting the minimum requirements, including:

* A detailed description of the offered additional functionalities and how they relate to the minimum requirements.
* An explanation of how the proposed additional innovative functionalities improve usability, system performance and sustainability.
* A development plan for additional innovative functionality, including testing and integration with the core functionality.

**2.4. LENGTH OF WARRANTY PERIOD WITH TECHNICAL SUPPORT – MAXIMUM 10 POINTS**

Under this criterion element, scores are awarded based on the proposed length of the warranty period with technical support for the system according to the following scoring methodology:

***Table of the scoring methodology***

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Value | Number of points | Explanation |
|  | 2 years | 0 | The minimum warranty period with technical support that the tenderer can offer is 2 years. In this case, the tenderer is not awarded any points; if a shorter warranty period is offered, the tender will be rejected as unacceptable. |
|  | 3 years | 3 | The tenderer specifies in its tender the warranty period with technical support in years and is awarded 3 points for the proposed warranty period equal to the specified value. |
|  | 4 years | 6 | The tenderer specifies the warranty period with technical support in years in its tender and receives 6 points for the proposed warranty period in the specified value. |
|  | 5 years and above | 10 | The tenderer specifies the warranty period with technical support in years in its tender and receives 10 points for the proposed warranty period in the specified value. |

|  |
| --- |
| ***Note:*** *The criteria for the award of contracts listed here serve only as an example of how criteria can be defined and described, while the Contracting Authority defines the criteria in accordance with Articles 132 through 134a of the PPL, depending on the nature of the subject of the contract.* |

**Reserve criteria on the basis of which the public contract is awarded in cases where two or more tenders are equal after application of the criteria:**

If two or more tenders have the same score, the tender of the tenderer who has offered a greater number of MH (man-hours) to solve the Contracting Authority's requirements not included in the system design will be selected as the most advantageous.

If it is still not possible to make an award decision after applying the above-mentioned reservation criterion, the Contracting Authority shall award the Agreement for Partnership for Innovation to the tenderer selected by drawing. The Contracting Authority shall inform all tenderers who have submitted a tender in writing of the date of the draw. Only those tenders with the same number of points and the same number of MH (man-hours) for the fulfilment of the Contracting Authority’s requirements not covered by the system design will participate in the draw. The draw is carried out publicly and in the presence of the tenderers by writing the names of the tenderers on separate pieces of paper of the same size and colour, folding all these pieces of paper and placing them in a transparent box from which one piece of paper is drawn at a time. The order in which the tenderers' names are drawn determines the ranking of the bids, i.e., the tenderer whose name appears on the paper drawn first is the highest-ranking tenderer.

Tenderers who do not take part in this procedure shall receive a record of the draw from the contracting authority.

|  |
| --- |
| ***Note:*** *The Contracting Authority may define the drawing procedure in a different manner.* |

## 4. ELEMENTS OF THE CONTRACT TO BE NEGOTIATED AND THE METHOD OF NEGOTIATION

Negotiations shall be conducted in order to achieve the most favourable conditions for the Contracting Authority for the development and subsequent acquisition of an innovative IT solution, while respecting the principles of transparency, equality of tenderers and protection of competition.

The aim of the negotiations is to clarify the elements of the contract, including the technical aspects (with the exception of the minimum **requirements set out in the statement of requirements, which are the minimum standards that all tenders must fulfil and which are detailed in the technical specifications),** the deadlines, the costs and other provisions that are essential for the successful realisation of the subject of the procurement. The criteria for awarding contracts cannot be the subject of negotiations

**ELEMENTS OF THE CONTRACT TO BE NEGOTIATED**

1. **Technical specifications and functionalities of the solution:**
   * Functionalities and their technical feasibility.
2. **Development and delivery schedule:**
   * Dynamics of delivery of functionalities and results.
   * Method for testing the functionalities in each phase.
   * Acceptance criteria for the results in each phase.
3. **Financial aspects:**
   * Maximum cost for each development phase, expressed as a percentage of the total contract value.
4. **Maintenance and technical support:**
   * Technical support after implementation.
   * Conditions for improvements and upgrades to the solution.
5. **Risk management:**
   * Mechanisms for dealing with potential delays and technical challenges.
   * Responsibilities of the Parties in the event of deviations from the planned results.

**METHOD OF NEGOTIATION**

1. **Preparation of the negotiations:** The Contracting Authority shall prepare a precise agenda for the negotiations in which the items to be negotiated shall be clearly defined.
2. **Transparency and equality:** All tenderers qualified for the negotiations shall be treated equally. Information shall be provided in a non-discriminatory manner in order to preserve competition.
3. **Phases of the negotiation:**
   * **Phase I:** Examination of the technical aspects of the tenders, clarification of technical specifications and functionalities.
   * **Phase 2:** Negotiation of financial terms and deadlines.
   * **Phase 3:** Finalising all elements of the contract, including acceptance criteria and system maintenance.

These shall be the most important issues that are negotiated in the individual phases. Other issues relevant to the implementation of the contract may also be raised.

1. **Negotiation minutes:** Minuter shall be drawn up after each negotiation phase. The minutes shall contain clearly defined elements that were discussed and agreements reached, including open items for the next phases.
2. **Submission of the final tender:** Negotiations shall be concluded when agreement has been reached on all elements of the Contract. At the end of the negotiations, depending on the outcome of the negotiations, the Contracting Authority shall issue an invitation to submit final tenders, which shall be sent to all tenderers via the Public Procurement Portal.

## 5. DATA USED BY TENDERERS TO PREPARE THE TENDER FORМ

|  |
| --- |
| ***Note:*** *Based on the data entered into the Public Procurement Portal by the Contracting Authority in the “Criteria for the award of contracts and other procurement requirements" section when preparing the procurement documents, the tender form is automatically generated by the Portal.*  *The procurement documents contain the data used by tenderers to create the tender form, which contains the following general information about:*   * *the tenderer or each tenderer in a group and about the subcontractors (company name or abbreviated name from the relevant register, address of the registered office, registration number and tax identification number, contact details, etc.);* * *the period of validity of the tender, expressed in the number of days from the date of opening of tenders, which may not be less than 30 days;* * *the subject of the public procurement;* * *the price and other criteria for the award of contracts that can be expressed numerically;* * *other procurement requirements which the Contracting Authority considers relevant for the conclusion of the contract and which can be expressed numerically;* * *information on the part of the contract to be subcontracted (by subject or quantity, value or percentage), details of the subcontractor and information that the Contracting Authority will make payments directly to the subcontractor if the subcontractor requests direct payment of claims due;* * *a declaration of integrity in which the Tenderer confirms, under full material and criminal liability, that it has submitted its tender independently and without collusion with other tenderers or interested parties and guarantees the accuracy of the information in the tender.* |

## FORM FOR THE STRUCTURE OF THE PRICE PROPOSAL

| **No.** | **Procurement subject** | **Unit of measurement\*** | **Unit**  **price excluding**  **VAT** | **Unit**  **price including VAT** | **Total price excluding VAT** | **Total price including VAT** |
| --- | --- | --- | --- | --- | --- | --- |
|  | **(1)** | **(2)** | **(3)** | **(4)** | **(5)** | **(6)** |
| **1.** | Phase 1 | Set |  |  |  |  |
| **2.** | Phase 2 | Set |  |  |  |  |
| **3.** | Phase 3 | Set |  |  |  |  |
| **4** | Phase 4 | Set |  |  |  |  |
| **TOTAL PRICE EXCLUDING VAT (1+2+3+4)** | | |  | | | |
| **TOTAL PRICE INCLUDING VAT (1+2+3+4)** | | |  | | | |

*\*The unit of measurement represents the complete realisation of the phase in accordance with the technical requirements and the description of the phase.*

**Instructions for completing the form for the structure of the proposed price:**

* In column 3, tenderers enter the unit price excluding VAT;
* In column 4, tenderers enter the unit price including VAT;
* In column 5, tenderers enter the total price excluding VAT;
* In column 6, the tenderers enter the total price including VAT;
* In the row “Total price excluding VAT (1+2+3+4)”, the tenderers enter the total value excluding VAT, which is the sum of all values from column 5;
* In the line “Total price with VAT (1+2+3+4)” the tenderers enter the total value with VAT, which is the sum of all values from column 6.

## FORM FOR THE TENEDER PREPARATION COSTS

In accordance with Article 138 of the PPL, the tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(indicate name)* shall submit the total amount and structure of the tender preparation costs of preparing the tender, as indicated in the table:

|  |  |
| --- | --- |
| **TYPE OF COSTS** | **AMOUNT OF COSTS IN RSD** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **TOTAL TENDER PREPARATION COSTS** |  |

**Note:** The costs of preparing and submitting a tender are borne solely by the tenderer and cannot be reimbursed by the Contracting Authority. If the award procedure is suspended for reasons for which the Contracting Authority is responsible, the Contracting Authority is obliged to reimburse the tenderer for the costs of preparing samples or models, provided that they have been made in accordance with the Contracting Authority's technical specifications, and for the costs of procuring safety equipment, provided that the tenderer requests reimbursement of these costs in his tender.

**The submission of this form is not obligatory.**

## CONTRACT MODEL

***NOTE:*** *The contract model serves as the basis for determining the contract clauses that are concluded with the most advantageous tenderer. It is modified depending on the negotiations conducted and the tender accepted. In this context, certain clauses are subsequently refined in order to regulate the required conditions in the documentation about documents.*

**AGREEMENT FOR PARTNERSHIP FOR INNOVATION**

**PP No. \_\_\_\_\_\_\_**

**Executed between:**

|  |
| --- |
|  |
| ................................................................................................ *(enter the name of the Contracting Authority)*  with the registered seat in ............................................, street ......................................  Tax Id number: .......................... Registration number: ........................................  represented  by...................................................................  (hereinafter: the Contracting Authority), |

and

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

with the registered seat in ............................................, street ......................................

Tax Id number: .......................... Registration number: ........................................

represented   
by...................................................................

(hereinafter: the Partner).

**The Contracting Parties mutually agree the following:**

* that in accordance with the Law on Public Procurement (“Official Gazette of the RS”, no. 91/19 and 92/23, hereinafter: PPL), the Contracting Authority has implemented Partnership for Innovation for public procurement of services - development of an integrated smart system for traffic and car park management;
* that the Partner has submitted an acceptable tender no. \_\_\_\_\_ from \_\_\_\_\_\_\_, which constitutes an integral part of this Contract (hereinafter referred to as: the Tender).
* that the Contracting Authority awarded the public Contract to the Partner on the basis of Decision no. \_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, published on the Public Procurement Portal on \_\_\_\_\_\_\_\_\_\_\_\_;
* *that the Partner is a group of tenderers consisting of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ no. \_\_\_\_\_\_, represented by a Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (to be filled in in case of a joint tenter; list all members of the group of tenderers), who are jointly obliged to perform the procurement in accordance with the tender to the Contracting Authority. In this case, the selected group of tenderers is obliged to provide the Contracting Authority with the details of the tenderer who will issue the invoice in the tender or after the decision to award the contract;*
* *that the Partner has partially subcontracted the execution of the procurement to one or more subcontractors: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ no. \_\_\_\_\_\_, represented by a Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (to be filled in only in the case of a tender with subcontractors; list all subcontractors entrusted with the partial execution of the procurement).  The partner is fully responsible to the Contracting Authority for the fulfilment of the contractual obligations, regardless of the number of subcontractors.*

SUBJECT OF THE CONTRACT

Article 1

The subject of this Contract is the development of an integrated smart system for traffic and car park management (hereinafter: the System), in all respects in accordance with the requirements of the Contracting Authority as defined in the procurement documents and the Partner's tender, which form an integral part of this Contract.

This Partnership for Innovation Agreement aims to research and develop an innovative System that meets the needs and requirements set out by the Contracting Authority in the Procurement Documents. The partnership includes the possible purchase/implementation of the system. If the Partnership is successful and the Contracting Authority decides to purchase/implement the system, this shall be done in accordance with the terms and conditions defined in the Procurement Documents and the Partner’s tender, which forms an integral part of this Contract.

PHASES AND OBJECTIVES

Article 2

The Partnership for Innovation shall take place in four key phases:

PHASE 1: DEVELOPMENT OF A FEASIBILITY STUDY WITH PROPOSED SOLUTION

Estimated duration of the phase: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Offered phase duration).*

Key activities:

* Research and identification of key functional and technical requirements and existing services.
* Development of a feasibility study and solution proposal for the integration of tools based on AI, IoT and cloud infrastructure.

Interim objective:Submission of the feasibility study, which includes the following:

* Detailed definition of the functional and technical requirements for the planned solution.
* Technical analysis of the proposed technologies (AI, IoT, cloud) and their integration into existing systems.
* Recommended framework for the system architecture and description of possible challenges with the proposed solutions.

PHASE 2: PROTOTYPE DEVELOPMENT

Phase time duration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Offered phase duration).*

Key activities:

* + Development of the first prototype and demonstration of the core functionalities (AI algorithms, IoT sensors).
  + Validation of the prototype under controlled conditions.

Interim objective: Delivery of a functional prototype that fulfils at least 80% of the defined Technical Specifications.

PHASE 3: PILOT IMPLEMENTATION AND TESTING UNDER REAL CONDITIONS

Phase time duration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Offered phase duration).*

Activities:

Installation of the system at selected locations (pilot areas).

* + - Testing the functionalities under real conditions (traffic junctions, car parks).
    - Collecting feedback and adapting the system based on the test results.

Interim objective: Deployment of the pilot system under real conditions with a detection and prediction accuracy of ≥ 90%.

PHASE 4: FINAL IMPLEMENTATION AND USER TRAINING

Phase time duration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Offered phase duration).*

Activities:

* + - Full implementation of the system in the entire planned area.
    - Train the use of the system.
    - Commissioning of the system and continuous performance monitoring.

Objective: Fully functional system in use, with completed user training and assured technical support.

Phase 4 represents a subsequent purchase of the developed system, which the Contracting Authority is not obliged to realise, so that the Partnership can be terminated after completion of the phase 3. All obligations in the procurement documents relating to phase 4 must be fulfilled by the Partner unless the Contracting Authority withdraws from phase 4, of which it shall be informed no later than 30 days after completion of phase 3.

CONTRACT VALUE

Article 3

The agreed total price for the subject of the Contract under Article 1 of this Contract is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), excluding VAT.

The price for each individual phase is included in the Partner’s Tender - Price Structure Form, which is an integral part of this Contract.

The price cannot be increased during the execution of the Contract.

The price shall include all dependent costs for the performance of the subject of the Contract, including, but not limited to, per diem expenses, travelling expenses, accommodation costs, insurance costs for the assigned personnel and the Partner, functional tests and all other costs arising from or related to the performance of the subject of the Contract.

METHOD OF PAYMENT

Article 4

The Contracting Authority shall pay the agreed price to the Partner in instalments on the basis of invoices (the invoice shall be issued after completion of a specific phase and confirmed by a phase completion report signed by both Contractual Parties) and accompanying documents as follows:

* By paying an amount equal to 100% of the contractually agreed total price for Phase 1 after delivery of the study and confirmation by the Contracting Authority that the objective has been achieved and signing of the Phase Completion Report, which corresponds to an amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (value of Phase 1).
* By paying an amount equal to 100% of the contractually agreed total price for phase 2 after delivery of the study and confirmation by the Contracting Authority that the objective has been achieved and signing of the Phase Completion Report, which corresponds to an amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (value of Phase 2).
* By paying an amount equal to 100% of the contractually agreed total price for Phase 3 after successful completion of the pilot implementation and submission of the test report, confirmation from the Contracting Authority that the target has been achieved and signing of the Phase Completion Report, which corresponds to an amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (value of Phase 3).
* By paying an amount equal to 100% of the contractually agreed total price for Phase 4 after the final implementation, user training, confirmation of the functionality of the System and signing the Phase Completion Report - handover of the System and commissioning into production, which corresponds to an amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (value of Phase 4).

The Contracting Authority is obliged to make payment to the Partner's account within 45 (forty-five) days of receipt of a correct invoice and complete payment documents.

All payments shall be made in phases, depending on the achievement of the defined objectives, after confirmation of the achievement of the objectives by the Contracting Authority and signing of the he Phase Completion Report, within 45 days of receipt of a valid invoice.

OBLIGATIONS OF THE PARTNER

Article 5

The Partner shall undertake to:

* Carry out the activities in accordance with the established phases, deadlines and Technical Specifications.
* Provide suitably qualified personnel to work on the project - a team with knowledge and experience, which must necessarily include persons listed in the declaration of fulfilment of criteria for qualitative selection of economic operator. Replace the named persons shall only be possible with the prior consent of the Contracting Authority and after verification of the equivalence of the replacement person (fulfilment of all criteria as the person to be replaced).
* Provide all materials, reports and documentation specified in the Contract.
* Provide technical support during the warranty period, which is at least \_\_\_\_\_\_\_.
* Apply the highest security and data protection standards, including compliance with the Law on Personal Data Protection.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 6

The Contracting Authority shall undertake to:

* Cooperate with the Partner and provide all necessary information for the realisation of the project.
* Make timely payments in accordance with Article 4 of this Contract.
* Appoint the most relevant business experts as permanent members of the project team and provide continuous support to the project, integrating them as part of the team and the Partner. While the responsibility for the system implementation lies with the Partner, the role of the Contracting Authority team shall be to provide support and ensure all relevant information is available so that the partner can develop and implement the system in question.

METHOD OF MONITORING

Article 7

The implementation of the Contract shall be monitored by a joint project team made up of representatives of the Contracting Authority and the Partner.

At the end of each phase, the project team shall submit a report on the achievement of the objectives of the respective phase.

The completion of the phase shall be confirmed by the signing of the phase completion report by both Contracting Parties.

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

Article 8

The Partner shall retain all tangible and intangible rights to the software and all other results developed or produced within the framework of this partnership.

The Contracting Authority shall be granted the unrestricted, royalty-free and non-exclusive right to use, copy, modify and further develop the software and the solutions, either independently or with the help of a third party.

The source code as well as the corresponding technical specifications, instructions, licences for the free use and modification of the system and all other documents required for the use of the system must be handed over to the Contracting Authority within 10 working days after the testing of the solution, i.e., after completion of Phase 3. Pilot implementation and testing under real conditions.

The Contracting Authority may use the solution within the scope of its needs, including installation, implementation, training and integration with other systems, as well as the right to reproduce the number of copies of the Software Solution required for normal operation and security procedures.

The Contracting Authority shall not have the right to sell or distribute the developed solution to third parties without the Partner's prior written consent.

The Partner guarantees that the solution does not infringe the intellectual property rights of third parties established by law or international agreements. In the event of an infringement, the Partner is obliged to assume responsibility and bear the costs of protecting the Contracting Authority from any legal consequences.

WARRANTY PERIOD

Article 9

During the warranty period, the Partner is obliged to rectify all subsequently detected violations of the Contracting Authority's requirements set out in the technical specification and to resolve all incidents and problems with the operation of the system.

In Phase 4, the concept of technical support during the warranty period shall be agreed. Technical support during the warranty period must include at least the following:

* Receiving incident and problem reports from the Contracting Authority by email or telephone;
* Regular monthly checks of the functionality and correctness of the implemented software as well as additional checks as required, including the preparation of reports on activities carried out;
* Start resolving reported or observed incidents and problems no later than the next working day;
* Responding to Contracting Authority enquiries not covered by the system design for a total of no more than 96 MH (96 working hours)
* Updating the documentation in accordance with the changes that have occurred.

The warranty period shall be at least \_\_\_\_\_\_\_ months from the date of System commissioning into production (acceptance of the project team’s report on the successful commissioning and signing of the protocol on the completion of the phase). All costs related to technical support during the warranty period shall be borne by the Partner.

The Partner is obliged to have an adequate number of qualified employees for the elimination of defects during the warranty period and to provide successful support throughout the warranty period and the provision of technical support.

CONDITIONS FOR THE TERMINATION OF THE PARTNERSHIP

Article 10

Under the following circumstances, the Partnership can be terminated and the contract cancelled:

1. Failure to reach the next Phase due to unfavourable results of the feasibility study in which case the Partnership shall not proceed to Phase 2 (prototype development) if the feasibility study from Phase 1:
   * Does not provide sufficient evidence of the technical and operational feasibility of developing the innovative solution.
   * Insurmountable technical challenges identified.
2. Failure to deliver a prototype that fulfils the technical specifications in Phase 2:
   * The partner must deliver a functional prototype that meets at least 80% of the defined technical specifications by the end of Phase 2. If the Partner fails to fulfil these requirements, the Contracting Authority reserves the right to terminate the Partnership.
3. Failure to achieve the required performance in the pilot implementation (Phase 3):
   * The Partner must achieve an accuracy of system functionality of at least 90% under real test conditions (pilot implementation). If the test results do not meet the specified criteria, the Partnership shall be terminated.
4. Failure to start the project or meet agreed deadlines:
   * If the Partner fails to commence or complete activities at any phase without good cause, the contracting authority has the right to terminate the contract.
   * Delays can only be justified by force majeure events or other objective reasons that could not have been foreseen.
5. Breach of contractual obligations: If the Partner breaches the terms of the Contract, including but not limited to:
   * Breach of confidentiality of data or disruption of technical standards.
   * Inadequate co-operation with the contracting authority during the partnership phases.
6. Additional Termination Conditions – Phase 4:
   * If the Contracting Authority decides not to proceed with the implementation of Phase 4 (final implementation), it has the right to terminate the partnership after the completion of Phase 3 by notifying the Partner no later than 30 days after the end of Phase 3.

FINANCIAL GUARANTEES

Article 11

The Partner shall undertake to provide the Contracting Authority with a bank guarantee as security for the fulfilment of the contractual obligations together with the signed Contract, but no later than 8 days after the date of signing the Contract. The bank guarantee must be unconditional, irrevocable, incontestable and payable on first demand, in the amount of 10% of the total contractual price (excluding VAT) with a validity period of at least 90 (ninety) days beyond the deadline for the execution of all the work agreed in the Contract.

If the deadlines for the fulfilment of the contractual obligations are extended during the term of the contract, the Partner is obliged to extend the validity of the bank guarantee for the fulfilment of the contractual obligations. If the Partner fails to extend the validity of the bank guarantee within the specified period, the Contracting Authority may call on the bank guarantee in full and also terminate the Contract.

The bank guarantee referred to in paragraph 1 of this Article may not contain additional payment terms, shorter deadlines or a lower amount; otherwise, the Partner shall be deemed to have refused to provide the bank guarantee for the fulfilment of the contractual obligations, in which case the Contracting Authority may call on the bank guarantee for the seriousness of the tender.

The Contracting Authority may call on the bank guarantee referred to in paragraph 1 of this Article if the Partner fails to fulfil its contractual obligations under the agreed conditions, in the agreed manner and within the agreed periods and if these breaches persist despite written reminders from the Contracting Authority.

The Partner shall undertake to provide the Contracting Authority with an unconditional, irrevocable and uncontestable bank guarantee for the elimination of defects during the warranty period in the amount of 10% of the total contractual price excluding VAT with a validity period of at least 60 (sixty) days beyond the expiry of the warranty period upon signing the protocol on the completion of Phase 4.

If the warranty periods are extended, the Partner is obliged to extend the validity of the bank guarantee for the removal of defects during the warranty period. If the Partner fails to extend the validity of the bank guarantee within the specified period, the Contracting Authority may call on the bank guarantee for the rectification of defects in full during the guarantee period.

The Contracting Authority may call on the bank guarantee for the rectification of defects during the warranty period if the Partner fails to fulfil its contractual obligations to rectify defects during the warranty period despite a written warning from the Contracting Authority.

CONTRACTUAL PENALTY

Article 12

If, for reasons for which it is responsible, the Partner fails to fulfil its contractual obligations within the time limits set out in Article 2 of this Contract for each phase, thereby neglecting the proper execution of the Contract, it shall pay the Contracting Authority a contractual penalty.

The contractual penalty shall be calculated from the first day after expiry of the agreed deadline and shall amount to 0.1% of the total contract value for each commenced week of delay. The total contractual penalty may not exceed 10% of the total contractual value.

CONFIDENTIALITY

Article 13

Information obtained by the Parties in connection with this Contract and its implementation shall be considered confidential and may not be disclosed to third parties without the consent of the other party.

The Partner may not disclose any information without the prior written consent of the Contracting Authority:

* + - make available to third parties any data, information or documents received from the Contracting Authority for the performance of the Contract,
    - use the data, information or documents received from the Contracting Authority for purposes other than the fulfilment of the contractual obligations.

The Partner shall undertake to keep the data/documents received from the Contracting Authority or obtained during the work as a business secret even after the termination of the contractual obligations, in accordance with the provisions of this contract and the regulations of the Republic of Serbia.

The obligation of confidentiality shall not prevent the use of information if there is no legitimate interest in keeping it secret (e.g., if it is publicly available).

FORCE MAJEOUR

Article 14

Force majeure shall refer to events occurring after the entry into force of this Contract, regardless of the will of the Contracting Parties, which were not foreseeable at the time of signing this Contract and which, by their effects, delay or prevent the fulfilment of all or part of the contractual obligations.

The effect of force majeure shall be reflected in the extension of the agreed deadline in proportion to the duration of its effect, including a reasonable time necessary to prepare for the continuation of the fulfilment of the contractual obligations, which the Contracting Parties shall agree on.

The Contracting Party affected by force majeure shall immediately inform the other Contracting Party in writing of the occurrence of unforeseen circumstances and provide appropriate evidence.

The Contracting Party that is in default with the fulfilment of its contractual obligations may not invoke force majeure.

During the period of force majeure, the contractual obligations of both Parties shall be suspended and no sanctions provided for in this contract shall be applied.

If the force majeure lasts longer than three months, the Party not affected by the force majeure may terminate the contract.

FINAL PROVISIONS

Article 15

The Contracting Parties agree that the provisions of the Law of Contract and Torts shall apply to matters not provided for in this Contract.

All disputes arising from the execution of this Contract shall be settled amicably by the authorised representatives of the Contracting Parties.

If the dispute cannot be settled amicably, it shall be settled by the Commercial Court in Belgrade.

The Contract shall enter into force on the day of signing by the authorised representatives of both Contracting Parties.

The Contract shall be drawn up in 6 identical copies, of which each Party shall keep 3 copies.

**CONTRACTING AUTHORITY PARTNER**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## INSTRUCTIONS FOR TENDERERS TO CREATE A TENDER

**Information about the Contracting Authority**

|  |  |
| --- | --- |
| Contracting authority: | *(The Portal retrieves the specified data)* |
| Tax Identification Number (TIN): | *(The Portal retrieves the specified data)* |
| Address: | *(The Portal retrieves the specified data)* |
| Web site: | *(The Portal retrieves the specified data)* |

**Basic information about the procedure**

|  |  |
| --- | --- |
| Name of the procedure | **Development of an integrated smart system for traffic and car park management** |
| Reference number: | *(The Portal retrieves the specified data)* |
| Type of data: | **Partnership for Innovation** |
| Type of procurement subject: | **Services** |
| Description: | *(The Portal retrieves the specified data)* |
| Submission Deadline: | *(The Portal retrieves the specified data)* |

Characteristics of the public procurement procedure

*(if applicable)*

**Description of subject / lots**

**Development of an integrated smart system for traffic and car park management**

**Procurement description:**

*(The Portal retrieves the specified data)*

The Contracting Authority has defined the criteria for the award of the contract based on:

*(The Portal retrieves the specified data)*

Method of ranking acceptable tenders:

*(The Portal retrieves the specified data)*

**Electronic communication and data exchange on the Public Procurement Portal**

The procedure requires electronic communication.

Tender/applications must be submitted via the Public Procurement Portal in the manner described in these instructions.

A user interested in the procurement procedure communicates with the Contracting Authority exclusively via the Public Procurement Portal.

A user of the Public Procurement Portal may express their interest in the published public procurement procedure by downloading the tender documents or by expressing their interest.

The documentation for this public procurement procedure on the Public Procurement Portal can be accessed on the procedure page:

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

Actions in the public procurement procedure that you can perform on this procedure page:

* sending **requests for additional information or clarification of procurement documents**, as well as **pointing out to the Contracting Authority any deficiencies and irregularities found in the procurement documents**

[Please see general instructions for users of the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1246/Zahtev-za-dodatnim-informacijama-ili-pojašnjenjima-u-vezi-sa-dokumentacijom-o-nabavci)

* forming **a group of tenderers**

Please see general instructions for users of the Portal

* preparing and submitting a **tender**

[Please see general instructions for users of the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1271/Priprema-i-podnošenje-ponuda-i-prijava-putem-Portala)

* completing the electronic declaration of fulfilment of criteria for qualitative selection of economic operator

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

* **granting rights to the procedure** (*to a person in the economic operator*)

[Please see general instructions for users of the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1284/Dodela-prava-na-postupak-–-ponuđači)

* submitting **a request for protection of rights**

[Please see general instructions for users of the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1352/e-Zahtev-za-zaštitu-prava)

* granting the authority to a representative for **representation in the procedure for protection of rights**

[Please see general instructions for users of the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1349/Punomoćnik-u-postupku-zaštite-prava)

Economic operators may request additional information or clarifications from the Contracting Authority on the procurement documents via the Public Procurement Portal and notify the Contracting Authority if they believe that the procurement documents contain deficiencies or irregularities. This must be done no later than **8** *(dates specified by the Contracting Authority)*days before the deadline for submission.

**E-mail box in the procedure**

[Please see general instructions for users of the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1220/Sanduče)

The user interested in the public procurement procedure will receive the following information via the email box on the Portal:

* Modification to the tender documents
* Additional information or clarifications to the tender
* Changes to the electronic catalogue
* Decision on the award / suspension
* Published notices on public tenders

The user, i.e. the economic operator participating in the procedure, receives via the email inbox on the Portal

* Confirmation of the successfully submitted application
* Confirmation of the successfully submitted modification / addition / application
* Confirmation of the withdrawal of the application
* Invitation to submit tender
* Invitation to participate in the e-auction
* Protocol of the tender opening

The user receives copies of the messages to the email address with which he/she registered on the Portal.

**Preparation and submission of the tender / application**

The economic operator prepares the tender / application on the Public Procurement Portal in accordance with the structure and content specified by the Contracting Authority when preparing the public procurement procedure on the Portal.

The economic operator submitting the application must be registered on the Portal with at least one, but preferably several users (user accounts).

[Please see general instructions for users of the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1291/Upravljanje-podacima-o-organizaciji-i-korisničkim-nalozima-–-ponuđači)

A tenderer who has independently submitted a tender cannot simultaneously participate in a joint tender or as a subcontracting authority, nor can the same person participate in multiple joint tenders.

A tenderer may submit only one tender unless allowed or required to submit a tender with variants.

Detailed instructions for preparing a tender via the Portal:

[Please see general instructions for users of the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1276/Priprema-i-podnošenje-ponude-u-otvorenom-postupku)

**The deadline for tender submission is:** *(The Portal retrieves the specified data)*

**Applications can be submitted in:** Serbian *(the information is provided by the Contracting Authority.)*

The tenderer/applicant must confirm in the tender/application form with a declaration of integrity under full material and criminal responsibility that its tender/application was submitted independently and without collusion with other tenderers/applicants or interested parties, and guarantee the accuracy of the data in the tender/application.

**Preparation and submission of a joint tender/application**

On the public procurement page of the Portal, an economic operator can create a group of economic operators (contracting authorities/applicants) for the submission of a joint tender/application.

A member of the group of economic operators submitting the tender / application must be authorised to submit the joint tender / application on behalf of the group. Authorisation to submit the tender / application on behalf of the group of economic operators is granted by the group members via the Public Procurement Portal. All group members must be registered users of the Public Procurement Portal.

More about forming a group of economic operators:

[Please see general instructions for users of the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1272/Formiranje-grupe-ponuđača-i-podnošenje-ponude-u-ime-grupe-ponuđača)

The tender / application shall be prepared and submitted by the member of the group who is authorised to submit the joint tender / application on behalf of the group of economic operators.

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

When completing the Group Tender Form in the Public Procurement Portal, the value or percentage of the procurement value and the subject or quantity of procurement items that each group member will perform under the agreement should be indicated. When completing the application form for group applicants, this data is provided if it is known.

All members of the group of economic operators must complete the declaration of fulfilment with criteria for qualitative selection of economic operator.

**Preparation of the tender / application with a subcontractor**

If the tender / application involves subcontractors, they must be registered as users of the Public Procurement Portal, but are not required to give consent to the economic operator to submit the tender / application via the Portal.

An economic operator that intends to subcontract part of the contract performance is obliged to provide the following information for each individual subcontractor:

1. the subcontractor's data (*name of the subcontractor, address, registration number, tax identification number, name of the contact person*).
2. data on the part of the contract awarded to the subcontractor (*by subject or quantity, value or percentage*).
3. whether the subcontractor requires the Contracting Authority to settle directly any overdue receivables for the part of the contract it has performed.

The economic operator must provide a declaration of fulfilment with qualitative selection criteria for each subcontractor in the tender / application.

**Preparation of the documents in the tender / application**

The economic operator uploads the tender/application documents in accordance with the specified structure. The supported formats and document sizes are specified in the Guidelines for the use of the Public Procurement Portal. If a document exceeds the size allowed in the Public Procurement Portal, it is recommended to compress the document or divide it into smaller parts and upload smaller and/or compressed documents to the Public Procurement Portal.

The documents uploaded as part of the tender / application must not be encrypted by the economic operator. The Public Procurement Portal encrypts the tenders/applications and their parts and shall maintain the confidentiality of the content of the tenders/applications and the information on the identity of the economic operator until the date and time of the opening of the tenders.

The economic operator can prepare the documents it wishes to attach to the tender/application and upload them to the Portal (Procedure page  Tenders or applications  Document preparation).

[Please see general instructions for users of the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1276/Priprema-i-podnošenje-ponude-u-otvorenom-postupku?anchor=7.-učitajte-dokumente-koje-prilažete-uz-ponudu)

**The Contracting Authority requires the tenderer to submit the following documents with its APPLICATION:**

* Application form;
* Declaration of fulfilment of qualitative selection criteria for economic operator;

**The Contracting Authority requires the tenderer to submit the following documents with its TENDER:**

* Tender Form;
* Tender price structure form;
* Tender preparation costs form (*submission of this form is not mandatory)*;
* Tender form filled out and signed;
* A methodology for system implementation that includes a research, development, testing and implementation plan, with a specific focus on meeting the minimum requirements;
* Proof of the award criteria specified in the tender documents;
* A guarantee of the seriousness of the tender.

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

When uploading documents to the Public Procurement Portal, the economic operator indicates whether a given document in the tender is confidential (in accordance with Article 38 of the Law on Public Procurement), indicates the legal basis on which the documents are marked as confidential and explains the reason(s) for confidentiality. If a given document contains only certain confidential parts, the economic operator must, before uploading this document to the Portal, extract the confidential parts to a separate document, mark it as confidential and upload it to the Public Procurement Portal. Parts that are not confidential must be split into a separate document or several documents and uploaded to the Public Procurement Portal. No part of the electronic tender / application is signed, a stamp is not required, nor is it necessary to scan documents.

**Declaration of fulfilment of qualitative selection criteria for economic operator**

The declaration of fulfilment of criteria for qualitative selection of economic operator is completed electronically on the Portal.

The part of the tender documentation **Criteria for qualitative selection of economic operator with instructions** is created via the Portal and attached to the tender documentation.

Method of completing the e-declaration via the Portal:

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

The declaration is completed via the Portal in accordance with the defined criteria on the procedure page under

Applications / Offers  New declaration or declarations in preparation for updating the declaration.

Group members, subcontractors or other entities whose capacities the economic operator uses fill in their own e-declaration and the economic operator can download the completed e-declaration via the Portal and attach it to the tender/application.

**Parts of the tender / application that cannot be submitted electronically**

If a part or parts of the tender/application cannot be submitted electronically via the Public Procurement Portal (please see Article 45, paragraph 3 of the Law on Public Procurement), the economic operator must indicate in the tender/application the exact part or parts of the tender/application that will not be submitted electronically.

The part or parts of the tender/application that cannot be submitted electronically via the public procurement Portal must be submitted by the economic operator within the deadline for submission of tenders/applications by post, courier service or directly to the contracting authority in an envelope or box sealed in such a way that it can be safely verified that it is being opened for the first time.

The part or parts of the tender / application that cannot be submitted electronically via the Public Procurement Portal must be sent to the following address:

*(The Portal retrieves the specified data)*

With the note:

Part of the tender / application for public procurement: **Development of an integrated smart system for traffic and car park management**

DO NOT OPEN

When preparing the tender / application in the Portal, the economic operator indicates the part or parts of the tender/application that will be submitted by non-electronic means (by post, courier service or directly).

The name and address of the economic operator must be indicated on the back of the envelope or on the box. If part or parts of the tender / application are submitted by a group of economic operators, the envelope must indicate that it is a group of economic operators and list the names and addresses of all members of the group.

The part or parts of the tender / application will be deemed to have been submitted on time if they are received by the Contracting Authority by (*the Portal retrieves the specified dates*).

The Contracting Authority issues an acknowledgement of receipt to the economic operator. The acknowledgement of receipt states the date and time of receipt.

The part or parts of the tender / application that the Contracting Authority did not receive within the deadline set for submitting tenders/applications, or which were received after the expiration of the day and hour by which tenders / applications could be submitted, will be considered untimely. Untimely parts of the tender/application will be returned unopened to the tenderer after the completion of the opening procedure, with the note that they were submitted untimely.

**Filling out the tender form**

The price is expressed in dinars, with and without value-added tax, including all costs incurred by the tenderer in carrying out the public tender in question.

**Other procurement requirements**

1. Warranty period and technical support

Minimum value of 24 months

1. Number of MH (man-hours) to fulfil the customer's requirements not covered by the system design

Minimum value: 96 MH (man-hours)

**Application of Drawing**

If, after applying the award criteria and the reserve criteria, it is not possible to make an award decision, the Contracting Authority shall award the Contract for Partnership for Innovation to the tenderer selected by drawing. The Contracting Authority shall inform all tenderers who have submitted a tender in writing of the date of the draw. Only those tenders with the same number of points and the same number of MH (man-hours) for the fulfilment of the Contracting Authority’s requirements not covered by the system design will participate in the draw. The draw is carried out publicly and in the presence of the tenderers by writing the names of the tenderers on separate pieces of paper of the same size and colour, folding all these pieces of paper and placing them in a transparent box from which one piece of paper is drawn at a time. The order in which the tenderers' names are drawn determines the ranking of the bids, i.e., the tenderer whose name appears on the paper drawn first is the highest-ranking tenderer.

Tenderers who do not take part in this procedure shall receive a record of the draw from the contracting authority.

**Payment method and deadline:** The Contracting Authority is obliged to make payment to the Partner's account within 45 (forty-five) days of receipt of a correct invoice and complete payment documents for the phases.

**The tender must be valid for 90 days from the date of opening of tenders.**

After entering all the data, the economic operator shall generate the tender / application form and may verify the bid/application data before submitting the bid/application.

**Procedure for modifying and supplementing the tender / application**

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

**Procedure for withdrawing the tender application**

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

**Information on the nature, content, method of submission, amount and time limits for ensuring fulfilment of tenderers' obligations**

**Means of ensuring the seriousness of the tender:**

The tenderer undertakes to submit a blank bill of exchange together with the tender as a means of ensuring the seriousness of the tender.

The bill of exchange must be registered in the Register of Bill of Exchange and Powers of Attorney of the National Bank of Serbia and signed by an authorised representative with an original signature (not a facsimile). Together with the bill of exchange, a duly completed and signed bill of exchange authorisation letter must be submitted, containing the “non-contest” clause in the interest of the seriousness of the tender and stating an amount equal to 3% of the tender value excluding calculated VAT, as well as a confirmation of the registration of the bill of exchange (a listing from the NBS website, as proof that the bill of exchange is registered). A copy of the certified OP form and a copy of the deposited signature card issued by the commercial bank indicated by the tenderer in the bill of exchange authorisation must also be submitted with the bill of exchange. In the event of a change of the person authorised to represent the tenderer, the bill of exchange authorisation remains valid. The signature of the authorised representative on the bill of exchange and the bill of exchange authorisation must be identical to the signature on the deposited signature card.

The security instruments for the seriousness of the offer - bill of exchange, direct bond authorisation, deposited signature card and OP form - must be handed over to the Contracting Authority at the address given (*give precise instructions on how to hand over the securities*).

The validity period of the financial security is at least 90 (ninety) days from the date of the tender opening.

Should the deadlines for the selection of the tenderer change during the procedure, the validity of the financial security must be extended.

The tenderer with whom the Contract is to be concluded is obliged to extend the security for the seriousness of the tender until it is replaced by a security for the fulfilment of the contractual obligations.

The Contracting Authority shall honour the bill of exchange submitted with the tender if, during the period of validity of the tender, the tenderer withdraws from the tender, fails to prove fulfilment of criteria for qualitative selection of economic operator pursuant to Article 119 of the Law on Public Procurement, unjustifiably refuses to conclude the contract or fails to provide security for the fulfilment of the contractual obligations.

Tenderers who are not selected will have the security returned to them at their request after conclusion of the Framework Agreement with the selected tenderer.

If the tenderer does not submit the bill of exchange, the tender will be rejected as unacceptable.

**Security instrument for the fulfilment of contractual obligations:**

The Partner who is awarded the Contract shall undertake to provide the Contracting Authority with a bank guarantee as security for the fulfilment of the contractual obligations together with the signed contract, but no later than 8 days after the date of signing the Contract. The bank guarantee must be unconditional, irrevocable, incontestable and payable on first demand, in the amount of 10% of the total contractual price (excluding VAT) with a validity period of at least 90 (ninety) days beyond the deadline for the execution of all the work agreed in the Contract. If the deadlines for the fulfilment of the contractual obligations are extended during the term of the contract, the Partner is obliged to extend the validity of the bank guarantee for the fulfilment of the contractual obligations. If the Partner fails to extend the validity of the bank guarantee within the specified period, the Contracting Authority may call on the bank guarantee in full and also terminate the Contract. The bank guarantee may not contain additional payment terms, shorter deadlines or a lower amount; otherwise, the Partner shall be deemed to have refused to provide the bank guarantee for the fulfilment of the contractual obligations, in which case the Contracting Authority may call on the bank guarantee for the seriousness of the tender. The Contracting Authority may call on the bank guarantee for fulfilment of contractual obligations if the Partner fails to fulfil its contractual obligations under the agreed conditions, in the agreed manner and within the agreed periods and if these breaches persist despite written reminders from the Contracting Authority.

**Security instrument for the removal of defects in the warranty period:**

The Partner who was awarded the Contract shall undertake to provide the Contracting Authority with an unconditional, irrevocable and uncontestable bank guarantee for the elimination of defects during the warranty period in the amount of 10% of the total contractual price excluding VAT with a validity period of at least 60 (sixty) days beyond the expiry of the warranty period upon signing the protocol on the completion of Phase 4. If the warranty periods are extended, the Partner is obliged to extend the validity of the bank guarantee for the removal of defects during the warranty period. If the Partner fails to extend the validity of the bank guarantee within the specified period, the Contracting Authority may call on the bank guarantee for the rectification of defects in full during the guarantee period. The bank guarantee may not contain additional payment terms, shorter deadlines or a lower amount; otherwise, it is deemed not to have been submitted. In this case, the Contracting Authority may call on the bank guarantee for the proper fulfilment of the contract. The Contracting Authority may call on the bank guarantee for the rectification of defects during the warranty period if the Partner fails to fulfil its contractual obligations to rectify defects during the warranty period despite a written warning from the Contracting Authority.

**Opening of tenders / applications**

**Details of the opening of tenders / applications as stated in the invitation**

Date: *(The Portal retrieves the specified data)*

Venue: *(The Portal retrieves the specified data)*

**Details of the authorised persons and the procedure for opening:**

The Contracting Authority has not excluded the public from the tender opening procedure. The tenderer can follow the countdown to the opening of tenders on the page Tenders  Opening of tenders. After the Portal has opened the tenders, a record of the opening of tenders is created, which can be downloaded from the procedure page and is sent to the tenderers at the same time.

**Explanatory notes on the tender/application, the form and the method of submitting supporting proofs**

After the opening of tenders/applications, the Contracting Authority may request additional clarifications to assist in the review, evaluation and comparison of tenders / applications and may also carry out a check (inspection) on the tenderer or its subcontractor.

If the data or documents provided by the economic operator are incomplete or unclear, the Contracting Authority may, in compliance with the principles of equal treatment and transparency, request the economic operator to provide the necessary information or additional documents within a reasonable period of at least five days via the Public Procurement Portal.

[Please see general instructions for users of the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1308/Komunikacija-naručioca-i-ponuđača-nakon-otvaranja-ponuda)

**Protection of rights**

A request for the protection of rights may be filed by an economic operator or a tenderer who had or has an interest in the award of a contract in a specific public procurement procedure and who states that he/she has been harmed or that harm may arise due to actions of the Contracting Authority that violate the provisions of the Law on Public Procurement (hereinafter: the applicant).

A request for the protection of rights is submitted electronically via the Public Procurement Portal simultaneously to the Contracting Authority and the Republic Commission for the Protection of Rights in Public Procurement Procedures (hereinafter: the Republic Commission), with the date of submission via the Public Procurement Portal being deemed the date of receipt.

**Filing a request for protection of rights by electronic means**

[Please see general instructions for users of the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1344/Zaštita-prava-na-Portalu)

Steps:

* Enter the reference number of the application
* The data on the applicant, the Contracting Authority and the proceedings for which the application is being filed are automatically retrieved from the system
* If the applicant is acting through a lawyer in the procedure, it can authorises the lawyer via the Public Procurement Portal
* If the application is submitted on behalf of a group of tenderers, the applicant must upload the authorisation of the other group members or an agreement stating that they are authorised to submit the application on behalf of the group
* Indicate whether the request for protection of rights relates to the procurement item as a whole or to a specific batch of the procurement item (indicate lots)
* Documents that need to be uploaded from your computer:
  + Document of the application for protection of rights (you can also upload additional documents together with the application)
  + Proof of fee payment

**Precise information on the time limits for the protection of rights**

The request for the protection of rights can be filed in the course of the whole public procurement procedure, except otherwise stipulated by the PPL, and the latest within ten days from the notification of the Contracting Authority’s web page on the termination of the public procurement procedure in line with the PPL. The request for the protection of right disputing actions of the Contracting Authority in relation with setting certain type of the procedure, content of the public call and Tender Documentation shall be deemed timely if received at the latest 3 (three) days after the expiry of the deadline for the submission of tender, irrelevant of the way of service. The request for the protection of rights against measures taken by the Contracting Authority after the deadline for submission of tenders must 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 for in the PPL. After the expiry of the deadline for the submission of the request for the protection of rights, the Applicant cannot correct his request by presenting reasons regarding the action subject of disputing in the filed request or disputing any other actions of the Contracting Authority he was or could have been aware of before the expiry of the deadline for the submission of request for the protection of rights, which he failed to state in the filed request.

The request for the protection of rights cannot be used to dispute actions undertaken by the Contracting Authority in the public procurement procedure if the Applicant knew or could have known the reasons for his submission before the expiry of the deadline for submission of requests, and the Applicant failed to do so before the expiry of the deadline. If the request for the protection of rights was refiled by the same Applicant within the same public procurement procedure, such request cannot dispute any actions of the Contracting Authority the Applicant was aware or could have been aware of at the time of filing the previous request. The subject of disputing in the protection of rights in public procurement procedure cannot be possible faults or irregularities in documentation of procurement which were not indicated before in line with Article 97 of the PPL. The contracting authority shall publish a notification regarding the submitted request for protection of rights on the Portal of Public Procurement no later than the next day after receipt of the request for protection of rights. By filing the request for the protection of rights the Contracting Authority shall stay the continuation of the public procurement procedure. The request for the protection of rights contains the data referred to under Article 217 PPL.

If the Applicant undertakes his action in the procedure via his proxy, he should file along with the request for the protection of rights the adequate power of attorney. The Applicant with his domicile or residence, i.e., registered seat abroad, he is obliged to appoint along with his request for the protection of rights his proxy authorised to receive writs in the Republic of Serbia, stating all the data necessary for the communication with the indicated person.

When filing the request for the protection of rights before the Contracting Authority, the Applicant is obliged to file Proof on paid fee.

The Proof is considered any document proving the transaction was executed amounting to the amount referred to under Article

225. of the PPL and that it refers to the subject request for the protection of rights.

A valid proof of payment of the fee in accordance with the Instructions on payment of fees for filing requests for the protection of rights before the Republic Commission is published on the website of the Republic Commission.

The fee amounts to 120,000 dinars.

1. Article 2, paragraph 1, item 19 of the PPL. [↑](#footnote-ref-2)
2. Article 60, paragraph 8 of the PPL. [↑](#footnote-ref-3)
3. The Contracting Authority has the option of not inviting all candidates with recognised qualifications to the second stage of the procedure, i.e., to limit the number of candidates with recognised qualifications invited to the negotiations 60, paragraph 10 in connection with Article 64 of the PPL). [↑](#footnote-ref-4)
4. https://research-and-innovation.ec.europa.eu/knowledge-publications-tools-and-data\_en [↑](#footnote-ref-5)
5. Please see Article 89 of the PPL). [↑](#footnote-ref-6)
6. The estimated value of the public procurement subject in the Partnership for Innovation is determined as the maximum estimated value of all research and development activities that will be carried out during all phases of the planned Partnership, including the value of goods, services or works that will be developed and procured after the end of the planned partnership - Article 31, paragraph 2 of the PPL). The estimated value of goods, services or works must not be disproportionate in relation to the investments required for their development - Article 59, paragraph 7 of the PPL [↑](#footnote-ref-7)
7. The Contracting Authority has the option of entering into a partnership for innovation with several partners by carrying out separate research and development activities (Article 60, paragraph 5 of the PPL). [↑](#footnote-ref-8)
8. https://www.ai.gov.rs/tekst/sr/586/eticke-smernice.php [↑](#footnote-ref-9)
9. Law on Data Security (“Official Gazette of the RS”, no. 6/16, 94/17, 77/19). [↑](#footnote-ref-10)
10. As part of the procedure for setting up a Partnership for Innovation, the Contracting Authority may also conclude a Framework Agreement on the basis of which individual Contracts are concluded for each phase of the partnership. [↑](#footnote-ref-11)