



MUNICIPALITY OF ZABARI

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MUNICIPALITY OF ZABARI

BIDDING DOCUMENTS

PUBLIC PROCUREMENT – AN OPEN PROCEDURE

NO. 2/2018

“Performance of communal activities aimed at collection, transport and disposal of communal waste from the territory of the Municipality of Zabari”

	Date and time:
Deadline for submission of bids:	Upon expiration of 60 calendar days as of the date of publication in the “Official Gazette of the Republic of Serbia” at least by 12:00 hours
Public opening:	Upon expiration of 60 calendar days as of the date of publication in the “Official Gazette of the Republic of Serbia” at 13:00 hours

ZABARI, December 2018

Based on Art. 32 and 61. of the Law on Public Procurement (“Official Gazette of the Republic of Serbia” No. 124/2012, 14/2015 and 68/2015, here-in-after referred to as: the Law), Art. 2. of the Rulebook on Obligatory Elements of Tender Documentation in Public Procurement Procedures and Method of Evidence of Compliance (“Official Gazette of the Republic of Serbia” No. 86/2015), Positive Opinion of the Commission for Public-Private Partnership No.: 130/2018 as of 03.05.2018., Decisions of the Municipal Assembly of Žabari on the adoption of the concession act for entrusting the performance of communal activities for collection, transport and disposal of communal waste from the territory of the municipality of Žabari, No.: 020-27 / 2018-01 as of 08.06.2018., the Decision on initiating the public procurement procedure and the Decision on the Establishment of the Public Procurement Commission, No.: 404-101 / 2018-01 as of 26.12.2018., the following was prepared:

BIDDING DOCUMENTS
for a high-value public procurement

Performance of communal activities aimed at collection, transport and disposal of communal waste from the territory of the Municipality of Zabari

PP No.: 2/2018

The tender documentation contains:

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I	General information on public procurement	4
II	Data on the subject of the public procurement	5
III	The type, technical characteristics, quality, quantity and description of goods, works or services, the manner of conducting the control and provision of the quality assurance, execution deadline, place of execution or delivery of goods, possible additional services and similar.	5
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Total number of the bidding documentation: 46

I GENERAL INFORMATION ON PUBLIC PROCUREMENT

1. Customer's Data

Customer: Municipality of Zabari

Address: Street Кнеза Милоша No.: 103, 12374 Zabari (Жабари)

On Internet page: www.zabari.org.rs

2. Type of public procurement procedure

The public procurement concerned is conducted in an open procedure and for the entire duration of the Contract the following regulations shall be observed:

- Law on Public-Private Partnership and Concessions ("Official Gazette of the Republic of Serbia" No. 88/11, 15/2016 and 104/2016), hereinafter: the Law on PPP;
- Law on Public Procurement ("Official Gazette of the Republic of Serbia" Nos. 24/2012, 14/2015 and 68/2015) and bylaws adopted on the basis of that law;
- Law on Communal Activities («Official Gazette of the Republic of Serbia», No. 88 / 11, 104 / 2016 and 95/2018);
- Law on Waste Management ("Official Gazette of RS" No. 36/2009 and 88/2010 and 14/2016);
- Law on Local Self-Government («Official Gazette of the Republic of Serbia», No. 129/2007, 83/2014, 101/2016 - other law and 47/2018);
- Law on Environmental Protection ("Official Gazette of the Republic of Serbia" 135/2004, 36/2009, 72/2009, 43/2011, 14/2016 and 76/2018);
- Law on Consumer Protection ("Official Gazette of the Republic of Serbia" No. 62/2014, 6/2016 and other Law and 44/2018 - other law);
- Одлука о комуналном уређењу („Сл.гласник општине Жабари“ број 7/2014) Decision on communal arrangement ("Official Gazette of the Municipality of Žabari" No. 7/2014);
- Statute of the Municipality of Zabari ("Official Gazette of the Municipality of Zabari" No. 7/2008, 3/2013, 4/2014, 7/2014, 10/2015, 6/2017,)

3. The subject of public procurement

The public partner grants a concession to the Private partner for the purpose of performing communal activities - collecting, transporting and disposal of municipal waste in settlements in the territory of the municipality of Zabari.

Collecting of municipal waste for the purposes of this contract is a municipal waste collection service (household waste - domestic waste, as well as commercial waste, i.e. waste generated by companies, institutions and other institutions and does not have the character of hazardous waste materials, all in accordance with the Law on Waste Management).

General Procurement Vocabulary: 90500000 - services related to garbage and waste.

4. Reserved public procurement - NOT

5. Objective of the procedure

The public procurement procedure is conducted for the purpose of selecting a private partner and concluding a public-private partnership contract for performing communal activities - collecting, transporting and disposal of municipal waste in settlements in the municipality of Zabari.

6. Contact person

Contact person: Milena Vasic, E-mail address: : jn.zabari@gmail.com

II DATA ON THE SUBJECT OF THE PUBLIC PROCUREMENT

1. The subject of public procurement

The subject of public procurement No. 2/2018 is granting a concession to the Private partner for the purpose of performing communal activities - collecting, transporting and disposal of municipal waste in settlements in the territory of the municipality of Zabari.

The time period for providing services is 10 years.

2. Lots

The subject of procurement is not structured per lots.

III THE TYPE, TECHNICAL CHARACTERISTICS, QUALITY, QUANTITY AND DESCRIPTION OF GOODS, WORKS OR SERVICES, THE MANNER OF CONDUCTING THE CONTROL AND PROVISION OF THE QUALITY ASSURANCE, EXECUTION DEADLINE OR DEADLINE FOR DELIVERY OF GOODS, POSSIBLE ADDITIONAL SERVICES AND SIMILAR

The subject of public competition: services - Communal activities of collecting, transporting and disposal of municipal waste from the municipality of Žabari consisting of 17 local communities, with a current population of around 10,906 inhabitants (2013), out of which 4,872 are on temporary work abroad (according to the 2011 census) and with the total number of households - 3,404.

The municipality has a health center and ambulances in 6 local communities, two primary schools with 15 regional schools, a preschool institution with facilities in two locations

The deadline for execution of contractual obligations is 10 years or (120 months) as of the date of conclusion of the contract.

Technical specification and service description

The public partner grants a concession to the Private partner for the purpose of performing communal activities - collecting, transporting and disposal of municipal waste in the territory of the municipality of Zabari.

- Geographical area of the municipality of Zabari - relief

The Žabari municipality is located in the center of the lower Pomoravlje, on the right bank of the Velika Morava river and in the middle of the slopes of the so-called Braničevski povijarac, which extends from the south of Beljanica to the north all the way to Kostolac. The municipality's relief is flat-mountainous. The west side, which is located on the fertile alluvial level of the Great Morava, is flat, while the eastern side on the slopes of the Braničevski povijarac is hilly.

In the North it borders with the municipality of Pozarevac, in the East it borders with the settlement called Petrovac on Mlavi, in the South it borders with the city of Svilajnac, in the West it borders with the Great Plana settlement and in small part with the town of Smederevo in the North West.

The municipality of Zabari has 17 settlements. It is spread over the 264 square kilometers. This municipality has an average altitude of 90 meters in the flatland part, and 200 meters in the hilly region.

- Traffic infrastructure in the Municipality of Zabari

Traffic connections are very good, although only road traffic is present on the territory of the municipality. The municipality is located at the area where the regional, second category motorway No. 130 connects Požarevac - Svilajnac and state road of the second category No. 119 connecting Velika Plana-Zabari-Petrovac. There are no main roads. The total length of the regional roads comes to 95 km, of which 50 km or 98.3% are modern roads with contemporary road surface.

The second category state roads pass through the settlements called Vlaski Do, Aleksandrovac, Oreovica, Simicevo, Zabari, Porodin, Vivezevo, Ceterveze, Vrzohode and Mirijevo.

- Second Category State Road IIA - Ord.No.: 48 - 147 (ex 107) - Lipovacka suma - Barajevo - Ducina - Mladenovac - Smederevska Palanka - Velika Plana - Zabari - Petrovac na Mlavi –Kucevo;
- Second Category State Road IIA - Ord.No. 61 - 160 (ex 103) Požarevac - Zabari – Svilajnac - Despotovac - Dvoriste - Resavica - Senje – Čuprija;
- Second Category State Road IIV - Ord.No. 80 - 379 (ex 275) - Aleksandrovac - Orljevo - connection with the state road No. 161.

The center of the municipality is about 10 km away from the Belgrade-Niš highway, and 100 km from the capital of Belgrade.

Collecting of municipal waste for the purposes of this contract is a municipal waste collection service (household waste - domestic waste, as well as commercial waste, i.e. waste generated by companies, institutions and other institutions and does not have the character of hazardous waste materials, all in accordance with the Law on Waste Management).

Types of municipal waste and percentage of presence in the total waste

Type of waste		Percentage (kg)	
Garden waste		6,37	
Other biodegradable waste		52,28	
Paper		6,05	
Glas		2,15	
Cardboard		3,90	
Cardboard with wax		0,31	
Cardboard with aluminum		0,59	
Metal-packaging and others		0,92	
Metal-aluminum cans		0,23	
Plastic packaging waste		1,89	
Plastic bags		6,84	
Hard plastic	PP	2,33	0,53
	PE		0,07
	HDLP		0,29
	PET		0,80
	PVC		0,03
	Unknown		0,61

Textiles	6,01
Leather	0
Diapers	1,58
Fine elements	8,55
TOTAL:	100%

According to the project a private partner will at his own expense do the following:

- ✓ Procurement of waste collection containers in the value of 10.900.000,00 RSD;
- ✓ Maintains waste collection containers;
- ✓ Provides coverage of an entire territory of the Municipality of Zabari with municipal waste collection and transportation services;
- ✓ Perform repairs, maintenance and procurement of motor vehicles and other technical facilities;
- ✓ Has / having available a sanitary landfill.

The territory at which a Private Partner has the right and obligation to perform the activities entrusted with this contract shall be considered the entire territory of the following local communities in the territory of the municipality of Zabari: Zabari, Aleksandrovac, Brzohode, Vitezevo, Vlaski Do, Kocetin, Mirijevo, Oreovica, Polatna, Porodin, Svinjarevo, Sibnica, Simicevo, Ticevac, Cetreze, Točca and Gornja Livadica.

A private partner is the owner of containers for collection of waste, cans and containers which were found as the ones to be located in the territory of the municipality of Zabari as well as complete equipment / mechanization necessary for provision of the waste collection and transportation services, such as special utility vehicles.

A private partner finances a business premises at which service users can meet all their needs with regard to collection, transportat and disposal of communal waste.

A Private Partner finances and/or bears the costs for a necessary number of professional staff needed for performing communal activities.

The private partner finances and/or bears the costs of transport of waste to the landfill for the purpose of its final disposal.

A private partner is an owner of a sanitary landfill or has a lease agreement for the period of time that is planned for duration of the provision of services being the subject of public procurement.

All of the above mentioned must be defined by the Program for collecting, transport and disposal of of the Private Partner's municipal waste.

A private partner will perform communal related services which he obtained by concession, in the territory of the municipality of Zabari and at time intervals in accordance with the Program.

The adopted Program, with mutual consent, may be periodically corrected by the contractual parties in accordance with the real needs of the user and for the purpose of maintaing cleanliness completely, bearing in mind, in particular, the economic cost-effectiveness criteria.

The contracting parties are obliged to enter into negotiations on amendments to the Program in case of amendments to the positive regulations governing this area, introduction of technical innovations

at the Private Partner and in case of changes of the standards for performing the activity, as well as in other justified cases.

- For the successful completion of this project, it is necessary to do the following:

- cover with the services 3,404 households, public, industrial and other commercial facilities;
- provide enough specialized trucks – vehicles for waste;
- provide sufficient number of household containers required for carryin out of services;
- provide and equip the administrative department and customer support department;
- provide parking and service for vehicles;
- provide space for equipment stock;
- ensure continuous improvement of services and awareness raising of citizens;
- provide equipment for primary selection,
- provide sanitary landfill;
- provide sufficient number of workers for the smooth operation of the service.

Services covered by the project include:

- organization and collection plan for local communities;
- подела посуда домаћинствима (реверс);
- distribution of vessels to households (reverse);
- organization of the operational sector on collection and transport;
- collecting and transport of municipal waste from clients, service users;
- organized provision of services to commercial and industrial clients in accordance with their needs;
- transportation and quantification of waste (weighing and making of measuring sheets);
- organization and implementation of primary waste selection;
- quantification of selected waste and treatment;
- organizing and conducting transparent, regular and detailed records of the services provided, as well as of the users covered by the service;
- creation of monthly invoices for the service provided;
- distribution of created invoices;
- collection of monthly borrowings;
- organizing customer support department for users of the service, as well as permanent elimination of all observed shortcomings;
- IT and communication support, technical and technological support;
- service and maintenance;
- disposal of waste to a sanitary landfill.

IV CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE REFERRED TO IN ART. 75. AND 76. OF THE LAW AND INSTRUCTIONS FOR PROVING THE FULFILLMENT OF THOSE CONDITIONS

1. CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT REFERRED TO IN ART. 75. AND 76. OF THE LAW

MANDATORY CONDITIONS

The right to participate in the procedure of the public procurement in question has a bidder that fulfills the **mandatory conditions** for participation as defined in Article 75 of the PPL, and the fulfillment of the **mandatory conditions** for participation in the procedure of this public procurement is proven by the bidder in the manner defined in the following table, as follows:

Ord. No.	MANDATORY CONDITIONS	METHOD OF PROVING
1.	That it is registered with the competent authority, or registered in the appropriate register (Article 75, paragraph 1, item 1 of the PPL);	<p>Legal entities: Excerpt from the register of the Business Registers Agency, or an excerpt from the register of the competent commercial court;</p> <p>Entrepreneurs: An extract from the register of the Business Registers Agency, or an excerpt from the appropriate register.</p> <p style="text-align: center;"><i>Regardless of the date of issue of an excerpt</i></p>
2.	That he and his legal representative have not been convicted of any criminal offense as a member of an organized criminal group, that he has not been convicted of criminal offenses against the economy, crimes against the environment, the criminal act of receiving or giving bribes, the criminal act of fraud (Article 75 1 point 2) of the PPL);	<p>Legal entities: 1) Excerpt from the criminal record, i.e. the certificate of the basic court in the area where the head office of a domestic legal person is located, or the head office of a branch or branch of a foreign legal entity, confirming that a legal person has not been convicted of criminal offenses against the economy, criminal acts against the environment, receiving or giving bribes, a crime of fraud.</p> <p>Note: If the Basic Court's certificate does not include data from criminal records for crimes that are within the jurisdiction of the regular criminal court of the High Court, it is necessary to submit, in addition to the Basic Court's certificate, the CERTIFICATE OF THE HIGHER COURT on whose territory acts the headquarters of a domestic legal entity or headquarters of a branch or branch a foreign legal entity, confirming that the legal entity has not been convicted of criminal offenses against the economy and the criminal offense of receiving bribes;</p> <p>2) Excerpt from the criminal records of the Special Department for Organized Crime of the Higher Court in</p>

		<p>Belgrade, which confirms that a legal entity has not been convicted of any of the criminal offenses of organized crime;</p> <p>3) Excerpt from the criminal records, i.e. the certificate of the competent police administration of the Ministry of the Interior, confirming that the legal representative of the bidder was not convicted for criminal offenses against the economy, criminal acts against the environment, the criminal act of receiving or giving bribes, the criminal act of fraud and some of the crimes of an Organized crime (a request can be filed at the place of birth or at the place of residence of the legal representative).</p> <p>If a bidder has more than one legal representatives, he is obliged to submit proof for each of them. <u>Entrepreneurs and natural persons</u>: An excerpt from the criminal records, i.e. the certificate of the competent police administration of the Ministry of the Interior, confirming that he was not convicted for any of the criminal offenses as a member of an organized criminal group, that he was not convicted of criminal offenses against the economy, criminal offenses against environment, the criminal act of receiving or giving bribes, the criminal act of fraud (the application can be filed at the place of birth or at the place of residence).</p> <p>Evidences can not be older than two months before opening the bids.</p>
3.	That he has settled the mature taxes, contributions as well as other public expenditures in accordance with the regulations of the Republic of Serbia or a foreign country in case he has its seat in the territory of a foreign country (Article 75, paragraph 1, item 4 of the PPL);	<p>Certificate of the Tax Administration of the Ministry of Finance that he has settled the due taxes nad contributions and also the certificate of the competent local government authority that he has settled obligations on the basis of the original local public revenues or a certificate of the competent authority that the bidder is in the privatization process.</p> <p>Evidences can not be older than two months before opening the bids.</p>
4.	That he has complied with obligations arising from the applicable regulations on occupational safety, employment and working conditions, environmental protection and that he has no prohibition on his performance of activity being in force at the time of bid submission (Article 75. paragraph 2 of the PPL).	<p>Signed and verified bidder's statement.</p> <p>(Form No. 12)</p>
5.	That he has a valid permit of the competent body for performing the activity that is the subject of public procurement (Article 75, paragraph 1, item 5) of the PPL.	<p>A valid decision on issuing a permit for collection and transport of non-hazardous waste in the territory of the Republic of Serbia and a valid decision on the issuance of an integrated permit for disposal of non-hazardous waste, issued by the competent ministry of the Republic of Serbia.</p>

ADDITIONAL CONDITIONS

The bidder participating in the procedure of the public procurement in question must fulfill the **additional conditions** for participation in the public procurement procedure as defined by this tender documentation, and fulfillment of the additional requirements a bidder will prove in the manner as defined in the following table:

Ord. No.	ADDITIONAL CONDITIONS	METHOD OF PROVING
1.	FINANCIAL CAPABILITY	METHOD OF PROVING
	<p>A) That a Bidder had business income in the previous three years (2015, 2016 and 2017) in the amount of 54,000,000.00 dinars.</p> <p>B) That over the last 3 (three) years (2015, 2016 and 2017), a Bidder did not expressed a loss in doing his business. This provision applies to all bidders from a group of bidders and to all subcontractors</p> <p>C) That a bidder had not the account blockade registered in the last 3 (three) years until the date of the announcement of the call for bids. This provision applies to all bidders from a group of bidders and to all subcontractors.</p>	<p>A) and B) Report on solvency for public procurement (BON-JN Form) issued by the Business Registers Agency, which must contain: status data of the bidder, balance sheet and profit and loss account for the previous three accounting years (2015, 2016 and 2017) and by which the bidder proves that he had a total income achieved by performing activities in the amount of 54,000,000.00 dinars.</p> <p>If the data for the year of 2017 are not available in the BON-JN form, the bidder is obliged to submit the balance sheet and profit and loss account for the year of 2017.</p> <p>B) The National Bank’s of Serbia certificate on the number of days of liquidity that must be issued after the announcement of the invitation to tenderers and it should cover a period of the 3 (three) years prior to the day of the announcement of invitation to tender including the day of an announcement as well. If a bidder submits a bid as a group of bidders, he is obliged to submit a certificate for each member of the group of bidders separately. If a bidder submits an offer with the subcontractor, he is obliged to submit a certificate for each subcontractor.</p>
2.	BUSINESS CAPABILITY	
	<p>That in the previous 3 years (2015, 2016 and 2017) he has concluded at least 2 (two) public contracts for the service of collecting municipal waste from the territory of the city or municipality and</p> <p>at least 2 (two) contracts for the transport and disposal of municipal waste from the territory of the city or municipality</p> <p>for the purpose of performing the activity of collecting, transporting and disposal of municipal waste.</p>	<p>Note: Along with the offer/contract, the contractor's certificates of concluded contracts and copies of the concluded contracts are submitted.</p> <p>Certificates by Contracting entity with regard to concluded contracts must be done in an original Form No. 7 from the tender documents that should be made in the required number of copies and submitted for each reference buyer or contracting entity separately.</p> <p>Note: This evidence should be fulfilled by a bidder independently in case when a bid is submitted independently by him or with the subcontractors, i.e. this evidence should be fulfilled by a group of bidders cumulatively.</p>

3.	TECHNICAL CAPACITY	<p>An evidence that a bidder has at his disposal the required technical equipment:</p> <p>a) for funds acquired by December 31, 2017 - inventory list or analytical card of fixed assets. The required technical equipment shown in the list will be marked with a marker and signed by an authorized person and stamped as well. The inventory list should be dated 31.12.2017;</p> <p>b) for funds acquired as of 01.01.2018. invoice and delivery note;</p> <p>c) the state of technical equipment of the bidder can be proven by a lease contract which in an attachment must have the last inventory list of the lessor or the bill and the delivery note if the asset is acquired by the lessor after 01.01.2018.; the technical equipment which is either leased or acquired by a leasing contract should also be marked with a marker.</p> <p>For motor vehicles, provide a photocopy of a traffic license, a printout of a traffic license, a copy of the mandatory vehicle insurance policy valid on the day of opening the bids. A copy of the traffic license should be marked with a note confirming connection with the proof of availability.</p> <p>Evidence: a copy of certificate</p>												
	<p>To have sufficient technical capacity, i.e. to possess the following technical equipment:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Mechanization and the state of equipment</th> <th style="text-align: center;">Minimal number of units</th> </tr> </thead> <tbody> <tr> <td>Municipal waste collection trucks</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Containers with the volume of 1100 l and 5000 l</td> <td style="text-align: center;">500</td> </tr> <tr> <td>Buckets with the volume of 120 l and 240 l</td> <td style="text-align: center;">5000</td> </tr> <tr> <td>Wheel scale</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Sanitary landfill owned or available over a long-term lease agreement for a period of 10 years</td> <td style="text-align: center;">1</td> </tr> </tbody> </table> <p>- That a bidder has the following: ISO 9001 - Organization management system in municipal waste management; ISO 14001 - Environmental management and environmental management system in the field of municipal waste management; OHSAS 18001 - Management system for organization and management of health and safety at work in the field of municipal waste management.</p>	Mechanization and the state of equipment	Minimal number of units	Municipal waste collection trucks	5	Containers with the volume of 1100 l and 5000 l	500	Buckets with the volume of 120 l and 240 l	5000	Wheel scale	1	Sanitary landfill owned or available over a long-term lease agreement for a period of 10 years	1	
Mechanization and the state of equipment	Minimal number of units													
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Sanitary landfill owned or available over a long-term lease agreement for a period of 10 years	1													

➤ **If a bidder submits a tender together with subcontractor**, pursuant to Article 80 of the PPL, a subcontractor must fulfill the mandatory requirements referred to in Article 75, paragraph 1, item. 1) to 4) PPL.

➤ **If an offer is submitted by a group of bidders**, each bidder from the group of bidders must fulfill the mandatory requirements referred to in Article 75, paragraph 1, items 1) to 4) of the PPL, and the additional requirements should be met by them jointly.

➤ A Bidder is obliged to notify Purchaser without delay and in writing of any change regarding the fulfillment of the conditions set forth in the public procurement procedure that occurs prior to decision making or before the contract is made, i.e. during the validity of the public procurement contract and is also obliged to document such a change in the manner already prescribed.

➤ Before issuing a contract award decision, a contracting authority may request from a tenderer whose offer is deemed to be the most favorable one to submit a copy of the evidence on the fulfillment of the conditions and may also request the original or certified copy of all or of some particular evidences of fulfillment of the requirements. If a tenderer fails to submit the requested evidence within the deadline, which can not be shorter than five days, the contracting authority shall reject his tender as unacceptable one.

Should a contracting authority requests submission of evidence on the fulfillment of mandatory and additional conditions for participation in the procedure of the public procurement in question (of all or of some evidences of fulfillment of the conditions), a bidder will be obliged to submit them as requested.

Bidders who are registered in the Bidder Register managed by the Business Registers Agency do not submit evidence of fulfillment of the conditions referred to in Article 75, paragraph 1, items 1) to 4) of the PPL, pursuant to Art. 78. of the PPL.

A bidder is not obliged to submit evidences that are publicly available on the websites of the competent authorities, as follows:

- *an evidence referred to in Article 75, paragraph 1, item 1) of PPL, according to which bidders registered in the Register kept by the Business Registers Agency, do not have an obligation to submit an evidence because it is publicly available on the website of the Business Registers Agency, at www.apr.gov.rs*

If a proof of fulfillment of requirements is an electronic document, a bidder delivers a copy of the electronic document in writing, in accordance with the law governing the electronic document.

If requested evidences are not issued in the country in which a bidder has his seat, instead of a proof he may attach his written statement, given under criminal and material responsibility and certified before the judicial or administrative authority, public notary or other competent authority of that state.

V INSTRUCTIONS FOR BIDDERS FOR MAKING AN OFFER

1. DATA ON LANGUAGE IN WHICH AN OFFER MUST BE MADE

A bidder submits an offer in the Serbian language.

The public procurement procedure is conducted in the Serbian language as well.

All documents, whether private or public, whose original language is not the Serbian language, must be translated into the Serbian language, certified by the court interpreter and submitted with a copy being in an original language

2. METHOD BY WHICH AN OFFER MUST BE MADE

A bidder shall lodge the offer directly or by mail, in a closed envelope or box, closed in such a way that it can be established with certainty that it is open for the first time upon opening the tenders.

On the back of an envelope or on the box indicate the name and address of the tenderer.

In case a bid is submitted by a group of bidders, it must be indicated on the envelope that it is a group of bidders and indicate the names and the addresses of all participants in the joint offer.

The offer is to be submitted to the address: Municipality of Zabari, ul. Kneza Miloša br. 103, 12374 Žabari, with the following indication: „**Offer for public procurement of services - "Performing of communal activities with regard to collecting, transport and disposal of municipal waste from the area of Žabari municipality"**, Public Procurement No.: 2/2018 - DO NOT OPEN ".

The offer shall be deemed timely if it is received by the contracting authority no later than 60 calendar days as of the day of publication in the „Official Gazette of the Republic of Serbia” until 12:00 hours.

Opening of tenders will be held publicly at the premises of the Municipality of Zabari, in the street Kneza Milosa No. 103, at the time of expiration of the 60th day as of the day of publication in the “Official Gazette of the Republic of Serbia” until 13:00 hours.

Upon receipt of a particular offer, a contracting authority will mark the time of receipt and record on the envelope or on a box containing the bid the number and the date of the offer according to the order of arrival. If an offer is delivered directly, a contracting authority will handover a confirmation of receipt to a tenderer. A contracting authority shall indicate in confirmation of receipt the date and time of receipt of the offer.

A bid that was not received by contracting authority within the deadline set for submission of bids, or which was received upon expiration of the day and the time at which the bids were to be submitted, shall be deemed untimely.

It is a bidder’s obligation to be familiar with the laws, regulations, standards and technical conditions applicable in the Republic of Serbia.

It is a bidder’s obligation to study the tender documentation, including all attachments, instructions, forms, contract terms and specifications.

A bid should contain all evidences and forms as defined by the tender documentation. All forms must be filled out, and each form has to be signed and sealed by responsible person.

Each field (to be filled out) must be filled out. In the forms where rounding-off is to be made, it must be rounded-off appropriately.

If you do not need to fill out some of the blank fields, put a slash in it (/).

A bidder must clearly fill out all forms and statements that are an integral part of the tender documentation. The completed forms must be clear, unambiguous, signed by an authorized person and stamped, all of it being in accordance with the Tender Documentation.

The model of the contract must be filled out, initialled and verified by stamping on a predefined place by which you confirm that you accept all the elements of the contract.

The bid must contain all the evidence as defined by the tender documentation.

Should a bidder make a mistake in completing the forms, he is obliged to clean them off and fill them out correctly, and the place where mistake was made should be initialed and authenticated by the seal.

Contents of the tender documentation must not be changed and supplemented without permission of contracting authority.

3. *LOTS* - NOT

4. *OFFERS WITH VARIATIONS*

Submission of offers with variants is not allowed.

5.

METHOD OF CHANGE, AMENDMENT AND CANCELLATION OF OFFER

Within the deadline for submission of a bid, a tenderer may modify, supplement or withdraw his bid in the manner as specified for submission of an offer.

A Bidder is obliged to clearly indicate which part of the bid is being changed, or which documents are being subsequently submitted.

Changes, amendment or withdrawal of an offer should be submitted at the address: Municipality of Zabari, ul. Kneza Miloša No.:103, 12374 Zabari, with a note:

"Change of the offer for public procurement of services -" Performing communal activities pertaining to collecting, transport and disposal of municipal waste from the area of Žabari municipality ", PP No.: 2/2018 - DO NOT OPEN " or

"Amendment to the offer for public procurement of services - "Performing communal activities pertaining to collecting, transport and disposal of municipal waste from the area of the Municipality of Zabari", PP No.: 2/2018 - DO NOT OPEN " or

"Withdrawal of the offer for the public procurement of services -" Performing communal activities pertaining to collecting, transport and disposal of municipal waste from the municipality of Žabari ", PP No.: 2/2018 - DO NOT OPEN" or

"Changes and Amendments to offer for the public procurement of services - " Performing communal activities pertaining to collecting, transport and disposal of municipal waste from the area of the municipality of Zabari ", PP No.: 2/2018 - DO NOT OPEN ".

On the back of an envelope or on the box indicate the name and address of the tenderer.

In case a bid is submitted by a group of bidders, it must be indicated on the envelope that it is a group of bidders and indicate the names and the addresses of all participants in the joint offer.

Upon expiration of the deadline for submission of bids, the bidder can not withdraw or change its offer.

6. *PARTICIPATION IN A JOINT OFFER OR IN CAPACITY OF SUBCONTRACTOR*

A Bidder can submit only one offer.

A bidder who has submitted an offer independently can not simultaneously participate in a joint offer or as a subcontractor, nor can the same person participate in several joint offers.

In the Bid Form (Chapter VI), a Bidder specifies the manner of submitting a Bid i.e. whether he submits a Bid independently or as a joint bid or whether a Bid is submitted with a subcontractor.

7. AN OFFER MADE WITH A SUBCONTRACTOR

If a bidder submits an offer with a subcontractor, he shall state in the Tender Form (Chapter VI) that he submits the tender with the subcontractor, and will also state the percentage of the total value of the procurement that will be entrusted to subcontractor and which may not exceed 50%, as well as a part of the procurement to be performed via subcontractor.

A Bidder shall indicate in the Bid Form the subcontractor's name and headquarters if partial execution of procurement is to be entrusted to subcontractor.

If a public procurement contract is concluded between contracting authority and the bidder that submits a bid with the subcontractor, such a subcontractor will also be mentioned and/or stated in the public procurement contract.

A Bidder is obliged to submit for subcontractors evidences of fulfillment of the requirements as specified in the Chapter IV of the Tender Documentation, in accordance with the instructions for proving fulfillment of the conditions (a Statement form, from chapter IV).

A Bidder is fully responsible to contracting authority for performance of obligations arising from the public procurement procedure, i.e. for performance of contractual obligations regardless of the number of subcontractors.

At request of a contracting authority, a Bidder will be obliged to provide an access to subcontractor for the purpose of identification of fulfillment of the required conditions.

8. JOINT OFFER

An offer can be submitted by a group of bidders.

If an offer is submitted by a group of bidders, an integral part of the joint bid is an agreement by which the bidders from the group commit themselves to performing a public procurement and commit to a contracting authority to do the same, and such an agreement will include as follows:

- 1) information about the member of the group that will be in charge of the job and who will submit an offer and who will represent the group of bidders before the contracting authority and
- 2) a description of operations of each of the bidders from the group of bidders in performance of the contract.

A group of bidder is obliged to submit all evidences of the fulfillment of the requirements set out in Chapter V of the Tender Documentation in accordance with the instructions on proving the fulfillment of the conditions (Statement form in Chapter IV, Section 3)

Bidders from a group of bidders will have an unlimited and joint liability to contractor.

A cooperative can submit a bid independently, on its behalf but for the account of a cooperative or a joint offer on behalf of a cooperative members .

If a cooperative submits an offer on its behalf for obligations arising from the public procurement procedure and the public procurement contract, the cooperatives and cooperative members shall be liable in accordance with the law.

If a cooperative submits a joint offer on behalf of the cooperative members for obligations arising from the public procurement procedure and the public procurement contract, the cooperative members will have an unlimited and joint liability.

9. METHOD OF PAYMENT AND PAYMENT CONDITIONS, GUARANTEE PERIOD AND OTHER CIRCUMSTANCES UPON WHICH ACCEPTABILITY OF OFFER DEPENDS

9.1. Requirements in terms of method, deadline and conditions of payment.

Price must be expressed in dinars, with and without value added tax, with all costs incurred by the bidder in performing of the public procurement in question, whereas the price excluding value added tax shall be taken into account upon evaluation of the offer.

If an unusually low price is quoted in the offer, the contracting authority will act in accordance with Article 92 of the Law on Public Procurement.

The price of communal services is formed for the following categories:

- Municipal waste collection service for households in settlements from the territory of the municipality of Zabari - per bucket of 120 l;
- Municipal waste collection service for legal entities and entrepreneurs, institutions (health, educational, cultural institutions, state institutions, etc.) in settlements from the territory of the municipality Zabari for buckets of 120 l;
- Municipal waste collection service for legal entities and entrepreneurs, institutions (health, educational, cultural institutions, state institutions, etc.) for containers of 240 l;
- Municipal waste collection service for legal entities and entrepreneurs, institutions (health, educational, cultural institutions, state institutions, etc.) for containers of 1100 l;
- Municipal waste collection service for legal entities and entrepreneurs, institutions (health, educational, cultural institutions, state institutions, etc.) for containers of 5000 l;

In accordance with the Law on Communal Activities ("Official Gazette of the Republic of Serbia" No. 88/11 and 104/16), decision on changing the price of utility services is made by the utility service provider.

Decision on price change is supported by approval obtained from the competent authority of the Public partner (Municipal Council).

Along with the request for obtaining an approval, the utility organization submits to the competent authority of the Public partner (Municipal Council) an explanation / the reasons for price change supported by arguments for making such a change and including a detailed structure of the proposed price.

A private partner forms a price according to market criteria, whereat we can distinguish the two groups of users.

Users of waste collection and transport service:

- Household garbage collection – bucket of 120 l
- Garbage collection, other users:
 - Entrepreneurs - bucket of 120 l
 - Legal persons – bucket of 240 l
- Removal of household garbage and other users:
 - Legal persons – containers of 1100 l
 - Entrepreneurs – containers of 5000 l

The cost of disposal is borne by the municipality.

The billing system for performed utility (communal) service is unique for all users of the services that will pay the pre-determined and approved price being based on the submitted invoice for the performed service in the previous month, indicating an amount to be paid and the payment deadline.

Invoices pertaining to waste disposal service are sent to the Municipality once a month and are created on the basis of the quantities of waste disposed at the landfill of non-hazardous waste at the location of the operator and based upon the invoices and certificates of measurement (weight note).

A value of the project is expressed through the capital costs of the project which represent the minimum investment of the future private partner.

Basic capital costs (for 10 years)

Title of cost (RSD)	Total price (RSD)
Waste collection trucks	17.500.000,00

Vessels for collecting	10.900.000,00
Fitting-out of administrative center and a customer support center	250.000,00
Fitting-out of a collection yard	500.000,00
TOTAL CAPITAL COSTS:	29.150.000,00

For this service it is necessary to make an investment in collection vehicles, collecting vessels, for renting and fitting-out collection yards, primary selection and treatment equipment, administrative center equipment, service and maintenance, as well as support to clients.

The deadline for payment is not longer than 45 days in accordance with Article 4 of the Law on Payment Terms for Settlement of Financial Obligations in Commercial Transactions ("Official Gazette of the Republic of Serbia" No. 119/12 and 68/2015 and 113/2017).

Payment is made by payment in favor of the bidder's account.

The bidder is not allowed to request an advance payment. A deferred payment is unconditional i.e. a bidder can not request from the contracting authority to issue any warranty in writing.

9.2. Requirements regarding the warranty period

The contracting authority has not anticipated the warranty period.

9.3. Request regarding the validity (period) of the offer

Validity period of the offer can not be shorter than 90 days as of the day of opening the bids.

In case of expiration of the validity period of the offer, the contracting authority is obliged to request from bidder in writing to extend the validity period of the offer.

A Bidder who accepts a request to extend the validity period of the offer may not change the offer.

10. CURRENCY AND METHOD BY WHICH PRICE MUST BE STATED AND EXPRESSED IN THE OFFER

Price must be expressed in dinars, with and without value added tax, with all costs incurred by the bidder in performing of the public procurement in question, whereas the price excluding value added tax shall be taken into account upon evaluation of the offer.

If an unusually low price is quoted in the offer, the contracting authority will act in accordance with Article 92 of the Law on Public Procurement.

11. DATA ON TYPE, CONTENT, METHOD OF SUBMISSION, AMOUNT AND DEADLINES FOR FULFILLING THE BIDDER'S OBLIGATION

Financial security instruments by which a bidder will ensure fulfillment of his contractual obligations are:

1. Financial security instrument for the seriousness of bid - a bank guarantee amounting to 500.000,00 RSD, which will be returned after upon conclusion of the public contract.
2. Security instrument for good performance of work - 2 (two) certified and signed blank bank bills having a "no protest, no cost" clause and which will reflect an amount of 10% of the value of the transaction excluding VAT calculated on an annual basis, registered at the National Bank of Serbia, and bond authorization, signed and certified.

12. PROTECTION OF DATA CONFIDENTIALITY WHICH THE CONTRACTOR WILL MAKE AVAILABLE TO BIDDERS INCLUDING THEIR SUBCONTRACTORS

The purchase in question does not contain any confidential information that the contracting authority should make available.

13. ADDITIONAL INFORMATION OR EXPLANATIONS CONCERNING THE PREPARATION OF BIDS

An interested person may in writing, by mail to be sent to the address: Žabari Municipality, Kneza Miloša br.103, 12374 Žabari or by e-mail: jn.zabari@gmail.com, request an additional information or clarification from contracting authority regarding the preparation of an offer, at the latest 5 days prior to expiration of the deadline for submission of bids.

Contracting authority shall submit an answer in writing to interested person within 3 (three) days as of the date of receipt of the request for additional information or explanations of the tender documentation, and at the same time, he will publish this information on the Public Procurement Portal and on its website as well.

Additional information or clarifications are indicated with the note "Request for additional information or clarifications with regard to the tender documentation, **PP No. 2/2018**".

If contracting authority changes or amends the Tender Documents within the period of 8 or less days before the expiration of the deadline for submission of Bids, he is obliged to extend the deadline for submission of bids and publish a notice on extension of the deadline for submission of bids.

Upon expiration of the deadline for submission of bids, a contracting authority can not change or amend the tender documentation.

Requesting by a phone for additional information or clarification regarding the preparation of an offer is not allowed.

Communication in the public procurement procedure shall be done exclusively in the manner as set forth by Article 20 of the Law.

14. NOTIFICATIONS BY BIDDER AFTER THE OPENING OF BIDS AND CONTROLS AT BIDDER'S SIDE OR HIS SUBCONTRACTOR

After opening of tenders, the contracting authority may, upon expert evaluation of tenders, request additional explanations from the bidder in writing, which will assist him in examination, evaluation and comparison of tenders, and may exercise control (insight) at the bidder's side or his subcontractor (Article 93 of the Law) .

If contracting authority finds that additional explanations are needed, or if it is necessary to carry out control (insight) at the bidder's side or its subcontractor, the contracting authority shall leave a reasonable time to bidder which can act upon the invitation of the contracting authority, or to enable the contracting authority to control (insight) of the tenderer and his subcontractor.

Contracting authority, with the Bidder's consent, may make corrections to calculation errors noted upon consideration of the offer after completion of opening procedure.

In case of a difference between the unit price and the total price, the unit price is the applicable one. If a bidder does not agree with the correction of calculation errors, the contracting authority will reject his bid as unacceptable.

15. TYPE OF CRITERIA FOR AWARDING A CONTRACT, ELEMENTS OF CRITERIA BASED ON WHICH A CONTRACT IS AWARDED AND METHODOLOGY FOR ALLOCATION OF PONDERS FOR EACH ELEMENT OF CRITERION

Selection of the most favorable bid will be made by using the criterion "economically most favorable bid".

Bidders scoring methodology

Criterion elements	Maximal number of ponders per elements for evaluation of offer
The offered price for the concerned service aimed at collecting of municipal waste as stated in the public tender	50
The offered price for the relevant disposal service (a private partner finances i.e. bears the costs of transportation of waste to landfill for the purpose of its final disposal)	50
TOTAL	100

1. The offered price for the relevant municipal waste collecting service as stated in the public tender (P) maximum 50 ponders.

$$P = p1 + p2 + p3 + p4 + p5$$

For this criterion the ponderation formula is:

$$a) \text{ Number of ponders} = \frac{\text{the lowest offered price for collecting, for households (buckets of 120 l)}}{\text{offered price}} \times 10 \text{ ponders}$$

(p1)

$$b) \text{ Number of ponders} = \frac{\text{the lowest offered price for collecting, for legal persons and entrepreneurs, institutions (health, educational, culture institutions, state institutions and sim.) (buckets of 120 l)}}{\text{offered price}} \times 10 \text{ ponders}$$

(p2)

$$c) \text{ Number of ponders} = \frac{\text{the lowest offered price for collecting, for legal persons and entrepreneurs, institutions (health, educational, culture institutions, state institutions and sim.) (buckets of 240 l)}}{\text{offered price}} \times 10 \text{ ponders}$$

(p3)

$$\text{c) Number of ponders} = \frac{\text{the lowest offered price for collecting, for legal persons and entrepreneurs, institutions (health, educational, culture institutions, state institutions and sim.) (buckets of 1100 l)}}{\text{offered price}} \times 10 \text{ ponders}$$

(p4)

$$\text{e) Number of ponders} = \frac{\text{the lowest offered price for collecting, for legal persons and entrepreneurs, institutions (health, educational, culture institutions, state institutions and sim.) (containers of 5000 l)}}{\text{offered price}} \times 10 \text{ ponders}$$

(p5)

The total sum of the offered prices is taken for this formula according to the criteria from the offer form.

2. The offered price for the waste disposal service as stated in the public tender (T) ...
 maximum of 50 ponders (Private partner finances i.e. bears the costs of transportation of waste to landfill for the purpose of its final disposal)

Ponderation formula for this criterion is as follows:

$$\text{Number of ponders (T)} = \frac{\text{the lowest offered price for disposal service}}{\text{offered price}} \times 50 \text{ ponders;}$$

16. ELEMENTS OF THE CRITERIA ON THE BASIS OF WHICH A CONTRACTOR AUTHORITY WILL AWARD A CONTRACT IN A SITUATION WHEN THERE ARE TWO OR MORE BIDS WITH EQUAL NUMBER OF PONDERS OR WITH THE SAME OFFERED PRICE

If two or more bids have the same number of ponders, the most favorable one will be bidding of the bidder who has concluded more contracts in the previous three years.

If all the above mentioned criteria are the same, the most favorable bid shall be the one belonging to a bidder whose offer was earlier registered with the contracting authority.

17. RESPECTING OBLIGATIONS ARISING FROM THE CURRENT REGULATIONS

Within the scope of his offer, a bidder is obliged to submit a statement given under criminal and material responsibility that he has complied with all obligations arising from the applicable regulations on occupational safety, employment and working conditions, environmental protection, as well as that there is no ban on performing his activities that are effective at the time of bid submission (Form XII).

18. USE OF PATENTS AND RESPONSIBILITY FOR VIOLATION OF PROTECTED INTELLECTUAL PROPERTY RIGHTS OF THIRD PERSONS

A fee for the use of patents, as well as liability for infringement of protected intellectual property rights of third parties shall be borne by the bidder.

21. METHOD AND DEADLINE FOR SUBMITTING REQUESTS FOR PROTECTION OF THE BIDDER'S RIGHTS

Request for protection of the rights can be submitted by a Bidder, i.e. by any interested person who has an interest in awarding a contract in a particular public procurement procedure and who has suffered or could have suffered a damage due to contracting authority's practice contrary to the provisions of the Public Procurement Law.

Request for protection of the rights shall be submitted to the Republic Commission and handed over to the contracting authority. A copy of the request for protection of rights is submitted simultaneously by the applicant to the Republic Commission as well. The request for protection of rights is delivered directly, by e-mail to: jn.zabari@gmail.com or by registered mail with a return receipt.

Request for protection of rights may be filed throughout the entire procurement procedure against any act of the contracting authority, unless otherwise provided by the Law. With regard to the submitted request for protection of the rights, contracting authority will issue a notice on the submitted request to be found on the Public Procurement Portal and on its website, at the latest within the period of 2 (two) days as of the date of receipt of the request.

If request for protection of rights disputes the nature of the procedure, the content of the invitation for submission of bids or the tender documentation, such a request will be considered timely if received by the contracting authority no later than 7 (seven) days prior to expiration of the deadline for submission of bids regardless of the manner of delivery provided the Applicant, in accordance with Article 63, paragraph 2 of the Law, points out to contracting authority existence of possible shortages and irregularities which were not eliminated by the contracting authority. In this case, i.e. upon submission of a request for protection of rights, a deadline abeyance for submission of tenders will occur.

Upon making a decision on awarding the contract referred to in Article 108 of the Law, or in the specific case, after upon making a decision on selection of the most favorable bid, or after upon deciding on termination of the public procurement procedure referred to in Article 109 of the Law, the deadline for submitting a request for protection of rights will be 10 (ten) days as of the date of publication of decision on the Public Procurement Portal.

Request for protection of rights can not dispute actions performed by Contracting Authority being undertaken in the public procurement procedure if the reasons for submitting request were or might have been known to applicant prior to expiration of the deadline for submitting tenders and if applicant failed to submit it before expiration of that deadline.

If in the same procurement procedure a request for protection of rights was filed by the same Applicant again, actions performed by contracting authority which were or might have been known to applicant upon submitting the previous request can not be disputed by such a request.

The Applicant submitting a request for protection of rights is obliged to pay a fee of 120,000.00 dinars in favor of the budget account of the Republic of Serbia provided request for protection of rights is submitted before opening of the bids and if request for protection of rights is submitted after opening of the bids. The Applicant submitting a request for protection of rights is obliged to pay the mentioned fee as follows:

Account number: *(number - 840-30678845-06)*

Reference number: 2/2018

Payment purpose: Request for protection of rights, Municipality of Zabar, Street Kneza Milosa No. 103 Zabari, 2/2018; User of the funds: Budget of the Republic of Serbia

The procedure for protecting rights in public procurement procedures is stipulated by Art. 138 to 167 of the PPL.

22. DEADLINE WITHIN WHICH THE CONTRACT WILL BE CONCLUDED

Public procurement contract will be concluded with the bidder to whom the contract has been awarded within 8 days as of the day of expiration of deadline for submitting a request for protection of rights pursuant to Article 149 of the Law.

In cas that only one bid is submitted, the contracting authority may conclude a contract before the deadline for submitting a request for protection of rights, pursuant to Article 112, paragraph 2, item 5) of the Law.

VI OFFER FORM

Offer No. _____ as of _____ for public procurement "**Performing activities related to municipal waste collection, transport and disposal from the area of the Municipality of Zabari**", PP No. 2/2018.

1) GENERAL DATA ON BIDDER

<i>Bidder's name:</i>	
<i>Bidder's address:</i>	
<i>Bidder's registration number:</i>	
<i>Bidder's tax identification number</i>	
<i>Name of contact person:</i>	
<i>Bidder's address for electronic mail: (e-mail):</i>	
<i>Phone number:</i>	
<i>Telephax:</i>	
<i>Bidder's business account and the name of Bank:</i>	
<i>Person authorized to sign a contract</i>	

2) OFFER SUBMITTED BY:

A) INDENPENDETLY
B) WITH SUBCONTRACTOR
C) AS A JOINT OFFER

Note: Mark by rounding-off the method of submitting the offer and enter the subcontractor's data if the offer is submitted together with subcontractor, or information about all participants in the joint offer provided it is submitted by a group of bidders

3) ПОДАЦИ О ПОДИЗВОЂАЧУ

1)	<i>Subcontractor's name:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>Tax identification number:</i>	
	<i>Name of contact person:</i>	
	<i>Percentage of the total value of purchase to be performed by subcontractor:</i>	
	<i>Part of purchase to be carried out by subcontractor</i>	
2)	<i>Subcontractor's name:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>Tax identification number:</i>	
	<i>Name of contact person:</i>	
	<i>Percentage of the total value of purchase to be performed by subcontractor:</i>	
	<i>Part of purchase to be carried out by subcontractor</i>	

Note:

The "sub-contractors" table is to be filled out only by those bidders submitting an offer with subcontractor, and if there are more subcontractors than the places provided by the table, it is necessary to copy the above form in sufficient number of copies and to fill them out and deliver for each subcontractor.

4) DATA ON PARTICIPANT IN A JOINT OFFER

1)	Name of participant in joint offer:	
	Address:	
	Registration number:	
	Tax identification number:	
	Name of contact person:	
2)	Name of participant in joint offer:	
	Address:	
	Registration number:	
	Tax identification number:	
	Name of contact person:	
3)	Name of participant in joint offer:	
	Address:	
	Registration number:	
	Tax identification number:	
	Name of contact person:	

Note:

The table pertaining to „Data on participant in joint offer” is to be filled out only by those bidders submitting joint offer, and if there are more participants than the places provided by the table, it is necessary to copy the above form in sufficient number of copies and to fill them out and deliver for each participant in the joint offer.

5) DESCRIPTION OF SUBJECT OF PROCUREMENT

A) Prices of municipal waste collection services (in dinars), whose cost is borne by households, legal entities, entrepreneurs and institutions

There are 2 (two) categories of users	Price per taken bucket of 120 l							
<u>Households</u>	Without VAT	With VAT						
<u>Legal persons, entrepreneurs, and institutions</u>	Price per taken bucket of 120 l		Price per taken bucket of 240 l		Price per taken container of 1100 l		Price per taken container of 5000 l	
	Without VAT	With VAT	Without VAT	With VAT	Without VAT	With VAT	Without VAT	With VAT

Deadline and method of payment: monthly, based on the submitted invoice for the service performed in the previous month, indicating an amount for payment and the payment deadline	_____ days upon performing service, on a monthly base and on the basis of submitted invoice
Bid validity (at least 90 days)	_____ days as of opening the bids

B) The price of the municipal waste disposal service (in dinars) whose cost is borne by the municipality of Zabari

Врста комуналне услуге Type of communal service	Unit of measure	Price per unit of measure (tone)	Total quantity/value (approximate quantity for 10 years, in tones)
Service of successive disposal of municipal waste to a sanitary landfill at the bidder's location Note: (Private partner finances i.e. bears the costs of transporting waste to landfill for the purpose of its final disposal)	Tone (t)		25.000

Total value (only in dinars) excluding VAT	RSD	
VAT amount: a) 20%; b) 10%; (circle and enter the amount)	RSD	
Total value (only in dinars) with VAT	RSD	

Deadline and method of payment: monthly, after upon performing deposit service at monthly level and on the basis of submitted invoice and certificates of measurement (weight note) (not longer than 45 days) pursuant to the Law on deadlines for settlement of monetary obligations in commercial transactions ("Official Gazette of the Republic of Serbia", No. 119/2012, 68/2015 and 113/2017.)	_____ days upon performing service, on a monthly base and on the basis of submitted invoice
Bid validity (at least 90 days)	_____ days as of opening the bids

Date

(Place for stamp)

Bidder

Notes:

The tender form must be completed, certified and signed by the tenderer and by which he confirms that the data given in the offer form are the exact ones. If bidders submit a joint offer, a group of bidders may choose to sign the tender form and verify it with seal by all bidders from a group of bidders or a group of bidders can designate one bidder from the group who will fill the form out, sign and verify the bid form by putting the stamp on it.

VII CONFIRMATION ON REALIZATION OF THE CONCLUDED CONTRACTS

(Copy the form in the required number of copies)

Contracting authority name

Address

We confirm herewith that the bidder

_____,
from _____, Reg. number: _____, Tax identification
number: _____,

_____,
(write the form of performance: a) independently; b) member of the group; c) an authorized
member;

d) Subcontractor)

for the purpose of meeting the contracting authority's needs

_____,
concluded the contract for providing the following:

(specify the type of service)

has been performing or already performed his services for contracting authority with quality and
within the stipulated deadline

on the basis of the Contract No. _____ as of
_____ year.

This Certificate is issued for participation in the tender and can not be used for other purposes.

Contracting authority's contact person: _____,

Phone number: _____

Place and date:

(Place for stamp)

Signature of the authorized person of the
Contracting authority

VIII STATEMENT ON THE AVAILABILITY OF THE TECHNICAL EQUIPMENT

For public procurement 2/2018 - "Performing communal activities of collecting, transport and disposal of municipal waste from the area of the municipality of Zabari"

Bidder's name

Address

Under full material, criminal and moral responsibility, I declare that we have technical equipment required by the tender documentation, as follows:

Ord. number	Technical equipment	Pieces
1.	Municipal waste collection trucks	
2.	Buckets with volume of 120 l and 240	
3.	Containers with volume of 1100 l and 5000 l	
4.	Weighbridge	
5.	Санитарна депонија Sanitary landfill	

and that the said equipment will be available for the entire duration of the works that are the subject of this public procurement.

Date:

Signature of the authorized person

(Place for stamp)

Copy the form in the required number of copies for each member of the group of bidders. The form is signed and certified by an authorized person of an authorized member of a group of bidders or an authorized person of a member of the group. The form is signed and verified by an authorized person of the bidder if acting independently or with subcontractors.

IX MODEL OF CONTRACT

PUBLIC CONTRACT

ON AWARDING PERFORMANCE OF COMMUNAL ACTIVITIES PERTAINING TO COLLECTION, TRANSPORT AND DISPOSAL OF COMMUNAL WASTE FROM THE AREA OF MUNICIPALITY OF ZABARI

This Contract is made and entered into by and between

1. MUNICIPALITY OF ZABARI, Street Кнеза Милоша No. 103, 12374 Zabari, represented by Mayor, Mr. Јован Лукић (here-in-after referred to as: **Public partner**) and
2. „_____“ _____ from _____, represented by _____, _____ here-in-after referred to as: **Private partner**)

Pursuant to Articles 2 and 9 of the Law on Communal Activities ("Official Gazette of the Republic of Serbia" No. 88/11, 104/2016 and 95/2018), Article 11, paragraph 10 of the Law on Public Private Partnership and Concessions ("Official Gazette of the Republic of Serbia No. 88/11 and 104/2016), Decisions on the selection of a private partner and awarding performance of communal activities pertaining to collection, transport and disposal of communal waste from the settlement of Žabari municipality number _____ as of _____201____, based on the approval of the Commission for Public Private Partnership and Concessions on the final draft of the Contract, number _____ as of _____201____, and based upon The Concession Act on awarding of Communal Activities for Collection, Transport and Disposal of Municipal Waste from the Area of the Municipality of Zabari, number _____ of _____201____, being all in accordance with the public announcement published in the "Official Gazette of the Republic of Serbia" No. _____, as well as on the Public Procurement Portal and in the daily newspaper "_____" as of _____ and with reference to bid number _____ as of _____, the Municipality of Zabari and the company _____ conclude this Agreement and regulate mutual rights and obligations for the purpose of awarding and performing communal activities pertaining to collecting, transport and disposal of municipal waste, as follows:

RECITALS

The contracting parties conclude this contract for the purpose of performing communal activities of collecting, transport and disposal of municipal waste from the area of the Municipality of Zabari and identify the common interest for the long-term, continuous and quality performance of this activity.

The contracting parties note that this activity represents a prerequisite for a healthy environment, a better living standard of the citizens and more successful carrying out of economic activities.

The public partner through the contract expresses its interest in regulating the subject matter in the settlements of the municipality of Zabari - the territory defined by this contract, for the purpose of orderly and quality performance of the business whose price will not endanger the economic standard of citizens.

A private partner concludes a contract for the purpose of performing a commercial activity. For performance of the said activity he meets all material and personnel preconditions, and through the quality and price of the service he expects its successful performance during the period of validity of this contract.

The Contracting Parties undertake to cooperate with each other, to carefully act in order to protect the mutual interests, the interests of the users of services, material goods, the performance of economic activities, as well as other mutual interests and interests of the users of services.

MEANING OF TERMS

Article 1

Service users, in accordance with this contract, are:

-population - all residents who have registered residence or place of temporary residence on the territory of the municipality of Zabari, as well as persons who own residential buildings in the territory of the municipality of Zabari but have no registered residence or temporary residence in the territory of the municipality of Zabari, or the territory where the communal activity will be carried out and which is the subject of this contract;

-economy - all economic entities, legal entities and entrepreneurs, who perform business activities in business premises on the territories on which the communal activity will be performed;

-institutions - health, educational, cultural institutions, state institutions, etc., which do not generate income on the market but are located in the territory where the communal activity will be carried out;

-municipal waste - is defined by the Law on Waste Management. The definition of municipal waste within the meaning of this contract can be treated only in accordance with the explicit provisions of the Law on Municipal Waste Management;

-collection program - a plan according to which the Private partner performs communal activity of collecting municipal waste from the population in the territory of the municipality of Žabari: precisely defined routes on which special communal vehicles are moving, the name of the populated place, the day when collection is made at a particular location;

-territory - Municipality of Zabari and settlements in the territory of Zabari municipality: Žabari, Aleksandrovac, Brzohode, Viteževo, Vlaski Do, Kočetin, Mirijevo, Oreovica, Polatna, Porodin, Svinjarevo, Sibnica, Simičevo, Tičevac, Četreže, Točka, Gornja Livadica.

-price list of utility services - established price of the municipal waste collection service that is applied to the population, per waste collection bin (bucket) or per number of household members, business entities (legal entities, entrepreneurs) and institutions per waste collection vessel (bucket / container) or per m² of office space or per m³ of waste; defined price of transport and disposal of municipal waste per ton.

-validity of the contract - period of 10 (ten) years in which the Private partner carries out the communal activities pertaining to collection, transport and disposal of communal waste from the area of the municipality of Žabari.

SUBJECT OF THE AGREEMENT

Article 2

Herewith, in the manner and under the conditions stipulated by further provisions of this contract, the Public Partner awards the Private Partner the performance of communal activities in the collection, transport and disposal of municipal waste in settlements of the territory of the municipality of Žabari.

Collecting activities with regard to municipal waste within the meaning of this contract represent a service for the collection of municipal waste (household waste - domestic waste, as well as commercial

waste, i.e. waste that is generated in companies, institutions and other institutions and does not have the character of hazardous waste materials, all in accordance with the Law on Waste Management).

The territory upon which the Private Partner has the right and obligation to perform the activities entrusted with this contract shall be the entire territory of the following settlements in the territory of the Municipality of Zabarija: Žabari, Aleksandrovac, Brzohode, Viteževo, Vlaski Do, Kočetin, Mirijevo, Oreovica, Polatna, Svinjarevo, Sibnica, Simičevo, Tićevac and Četreže, Točka, Gornja Livadica.

PRICE OF COMMUNAL WASTE COLLECTION SERVICES AND CHANGE OF PRICE

Article 3

According to the offer of the Private Partner number _____ as of _____ year, the prices for the service of municipal waste collection from the area of the municipality of Zabari are as follows:

- The municipal waste collection service for the population in settlements from the territory of the municipality of Zabari amounts to _____ dinars per month, for a bin (bucket) of 120 liters. The price does not include VAT;
- The municipal waste collection service for legal entities, entrepreneurs, institutions (health, educational, cultural institutions, state institutions, etc.) in settlements from the territory of the municipality of Zabari amounts to _____ for bucket of 120 l and _____ dinars per month for a 240 l _____. The price does not include VAT;
- Municipal waste collection service for legal entities, entrepreneurs, institutions (health, educational, cultural institutions, state institutions, etc.) in settlements from the territory of the municipality of Zabari amounts to _____ dinar per month for a container of 1100 l and _____ dinars per month for a container of 5000 l . The price does not include VAT;
- The municipal waste disposal service is _____. The price does not include VAT.

Article 4

During the validity of this Agreement, the Private Partner may make a change in the price for the collection service, transport and disposal of municipal waste from the area of the Municipality of Žabari, with the approval of the Municipal Council of the Municipality of Žabari.

The methodology for changing the price of utility services will be based on the increase of the retail price index published by the Statistical Office of the Republic of Serbia.

FINANCING OF COMMUNAL ACTIVITY

Article 5

The private partner is the owner of containers for collection of waste, bins and containers, which have been identified to be located in the territory of the municipality of Zabari, as well as complete equipment / mechanization such as special utility vehicles necessary for provision of collection, transport and waste disposal services.

The private partner finances a business premises at which service users can meet all their needs with regard to municipal waste collection service.

The Private Partner finances i.e. bear the costs needed for a certain number of professional staff aimed at performing communal activities.

All what is stated in this article must be defined by the Private Partnership Municipal Waste Collection Program.

PRIVATE PARTNERS' LIABILITIES

Члан 6.

Private partner submits to the Public partner two security instruments which are as follows:

- **for seriousness of the offer** - irrevocable bank guarantee, chargeable on the first call, in the amount of 500.000,00 RSD whose validity is limited and which is returned to the issuer after upon conclusion of the public contract;
- **for good performance of work** - 2 (two) certified and signed blank bills with a "no protest, no cost" clause, registered in the NBS and signed promissory notes. The bill reads an amount of 10% of the value of the work, calculated on an annual basis. The bill can be activated only for the purpose of engaging another legal entity in order to eliminate damage caused by poor quality or by not providing services by the Private Partner.

The private partner undertakes that the entrusted municipal services, described more detailed in Articles 2 and 3 of this contract, will be carried out in the manner and within the deadlines that ensure an adequate quality, quantity and continuity of services, all in accordance with the provisions of this contract, the Municipal Waste Collection Program and in accordance with legal regulations governing this area and regulations in the field of environmental protection.

The private partner is obliged to pass the Program within 15 (fifteen) days as of the date of conclusion of this contract and to submit it to the Municipal Council of the Municipality of Zabari in the manner as provided by this contract.

Article 7

The private partner will perform the commissioned municipal activities in the territory of the Municipality of Zabari and within the time intervals in accordance with the Program.

The adopted Program may be periodically corrected with mutual consent by the contractual parties in accordance with the objective needs of the user and for the purpose of maintaining cleanliness as a whole, bearing in mind, in particular, the economic criteria of cost-effectiveness.

The contracting parties are obliged to enter into negotiations on amendments to the Program in case of amendments occurred with regard to the positive regulations governing this area, technical innovations with the Private Partner, changes in the standards in performing the activity, as well as in other justified cases.

In case the contracting parties do not agree to modify the Program when the positive regulations governing this area occur within the period of 30 (thirty) days as of the day of the entry into force of amendments to the existing ones or the adoption of the new regulations, the provisions of the imperative regulations will be applied directly.

Article 8

In the event of a disturbance or interruption in provisioning of contracted services due to force majeure over the term of the Agreement, the Private Partner undertakes, as soon as these circumstances cease, to establish the contracted arrangements for provision of contracted services in a way that it will satisfy the needs of the service users.

Article 9

The private partner is obliged in particular to adhere to general acts, applicable standards in performing activities, to take care of the friendly behavior of his employees towards the users of services, safety and health at the work of his employees, respect of the interests and material goods of the Public partner, the users of services and other persons, to protect the environment and regular keeping of records on the performance of activities.

Private partner is obliged to provide commercial discounts for privileged categories of users specified in the Tender Documentation and according to his offer number _____ as of _____.

The minimum required standard and the quality of the service in provision of the municipal utility collection services that the Private partner must meet is defined by the Public Invitation and the Tender Documentation.

Article 10

The private partner undertakes to inform the users of utility services in an adequate and indisputable manner prior to the commencement of the utility service, informing them of all the elements that are essential for performance of the given service, in particular on: commencement of the communal activity, the dynamics of discharging of the utility waste disposal utility, obligation with regard to waste disposal in the already placed vessels for waste collection, prices, deadlines and method of invoice payment as well as on all other essential elements of the service.

PUBLIC PARTNERS' LIABILITIES

Article 11

The Public partner undertakes to provide the Private partner with an exclusive right to perform the relevant communal activities in the Territory as defined by this contract during the duration of this contract.

The exclusive right referred to in paragraph 1 of this Article implies the right of the Private Partner to independently or exclusively perform the activity in the said territory.

The right defined by this Article may be excluded in the manner as stipulated by Article 6 of this contract, i.e. in case when Public partner engages another legal entity in order to eliminate damage caused by poor quality or when the Private Partner fails to offer his services.

Article 12

The Public partner undertakes to provide, within the limits of its powers, at least once a year, all data and other necessary assistance to the Private partner necessary for the collection of data on the number of households, the number of household members, legal entities and entrepreneurs, public institutions, as well as other data are relevant to calculating fees for services rendered.

Article 13

In case of changes of legal regulations that directly or indirectly affect the performance of contractual rights and obligations of the Private partner, the Public partner undertakes to enter into negotiations with the Private partner, at his request in writing, to amend the Agreement in order to regulate the newly created situation and to consider the proposals of the Private partner in accordance with the objectives for which the Contract is concluded, taking into account the interests of the beneficiaries i.e. of the Private Partner, and all of it being in accordance with the positive regulations.

Article 14

The Public partner undertakes that during the entire duration of this Agreement, the relevant communal activity will not be entrusted to any other legal entity or entrepreneur, as defined by Article 11 of this contract.

Article 15

The Public partner undertakes to fully cooperate with the Private partner and to undertake all efforts in order to obtain all necessary permits and approvals within the competence of the Public partner and which are necessary for performance of the obligations of the Private partner undertaken by this contract.

PERIOD OF TIME FOR WHICH THE CONTRACT IS CONCLUDED, PRIOR CONDITIONS

Article 16

The contracting parties have agreed in agreement that the concerned communal activities are entrusted to the Private partner for a period of 10 (ten) years as of the date of conclusion of this contract, and thus this period shall also be considered as the period of time for which the Contract is concluded ("**Validity of the contract**").

The Contracting Parties may extend the validity of this Agreement in accordance with the criteria defined by the positive regulations and those prescribed by the Public partner, which shall include the ratio of the level of investment in the activity concerned and the period to which the Agreement is renewed.

The contracting parties agree accordingly that the Private partner has the right and obligation to commence performing the entrusted communal activities no later than the first day of the month that comes after the month in which the contract is concluded, as well as to make adoption of all the necessary acts stipulated by this contract and to obtain all the necessary permits and approvals.

Article 17

The obligation of the Private Partner to start performing entrusted communal activities is subject to undertaking previous measures and performing of preparatory actions (here-in-after referred to as: "**Pre-conditions**") by the Public partner. The previous actions are as follows:

1. that the Public partner, at the latest within 10 (ten) days as of the date of conclusion of the contract, makes available and at disposal to the Private partner all information and data related to the users of the services necessary for the commencement of communal services;
2. that the Municipal Council of the Municipality of Zabari, gives its consent to the Price List of utility services (here-in-after referred to as: "Price list")
3. that the Municipal Council of the Municipality of Zabari approves the Program that is issued by the competent authority of the Private partner.

Price list of services and Program, submitted by the Private partner with a detailed explanation which should in particular contain the effects of the acts with regard to the standard of living of the population and the quality of the service.

Article 18

The program of work must contain as follows:

1. The exact name, type, capacity and number of mechanization units used to perform the entrusted public utility activities;
2. Personnel capability i.e. the number and qualification structure of the persons who will be engaged in performance of the entrusted communal activity;
3. The number of containers and bins (buckets) for disposal of the municipal waste and the locations where they are placed;
4. Exact territorial marking of the work area, according to the working days of the week (description and topographic presentation);
5. Dynamics and schedule of containers discharging including cans with municipal waste, per the area;
6. Other elements that are important for the overall consideration of the performance of the concerned communal activities.

The program is delivered and should be signed by an authorized person of the Private partner and authenticated by seal, as well as in an electronic form.

COLLECTION OF SERVICES

Article 19

Price list - the tariff of services within the scope of the concerned communal activity is passed by the competent body of the Private partner, and it shall enter into force within 8 (eight) days as of the date of publishing the decision of the Municipal Council of the Municipality of Zabari on giving its consent on the basis of explained proposal of the Price List which is published in the "Official Gazette of the Municipality of Zabari", or in accordance with the law and other applicable regulations.

Article 20

The private partner undertakes that the utility bills that are subject to this contract will be uniquely delivered to the Service Users, on a monthly basis, at the time from the first to the fifth day of the month for the previous month, in accordance with the Price List which was valid for the month to which the an invoice relates to.

In case the User fails to settle the due liabilities by the 20th day of the month for the previous month, a Private partner has the right and obligation to charge the statutory interest rate as of the day of getting late until the payment and to initiate a procedure for court settlement.

All court fees (court fees, lawyers and other dependable costs) are temporarily borne by the Private partner until the termination of the dispute and forcible collection from the service users.

Article 21

For category of population that occasionally resides in the territory of the municipality of Žabari, the Private partner will determine the fixed price which represents an average price being determined for population.

SETTLEMENT OF DISPUTES

Article 22

When the Public partner understands that the Private partner fails to fulfill his contractual obligations, he shall send a written letter to the Private partner with a detailed explanation of the detected irregularities.

In case the Private partner agrees with the objections from the letter referred to in paragraph 1 of this Article, he shall, within 8 (eight) days as of the date of receipt the letter, submit a written reply to the Public partner with a precise proposal on the manner and deadlines for removing the observed irregularities.

In case when the Private partner does not agree with the objections from paragraph 1 of this Article, i.e. when the Public partner does not agree with the proposal of the Private Partner referred to in paragraph 2 of this Article, the matter shall be handled in accordance with the applicable regulations and provisions of this contract.

In case the Public partner fails to respond in writing to the written answer of the Private partner within 8 (eight) days, it is considered that the Public partner fully agrees with the proposal of the Private partner.

Article 23

The Contracting Parties undertake to conscientiously enter into negotiations in the event that they do not reach agreement with regard to the disputable issues that arise during the execution of this Agreement, bearing in mind the objectives for which the contract is concluded and taking into account the real economic parameters.

CONTRACT TERMINATION

Article 24

The Contracting Parties may terminate this Agreement by mutual consent. The agreement must be made in writing.

The public partner has the right to unilaterally terminate the contract only if there is a disturbance regarding the continuous, permanent and quality provision of the services that are the subject of the contract, and when the disruption could not have been satisfactorily resolved otherwise and in case of opening a bankruptcy or liquidation proceeding over the Private partner . In this case, the Public partner must inform the Private partner in writing of his intention to unilaterally terminate this contract and invite him to remedy the irregularities in the shortest period of time, giving precise reasons for the termination, at least 90 (ninety) days in advance.

In the event of termination of this Agreement for the reasons set forth in paragraph 2 of this Article, the Public partner shall have the right to compensation of actual damages, which does not affect the right to compensation for damage to users of services and third parties. In order to achieve this right, the Public Partner reserves the right to use all legal means provided by the positive regulations.

Article 25

The Private partner has the right to unilaterally terminate this contract, with due respect for the cancellation period which can not be shorter than 90 (ninety) days. A notice of unilateral termination must be sent in writing. In case of unilateral termination, the Private partner must take care that the Public partner and users do not suffer damage and must continue to provide services within a reasonable period of time even after the expiration of the one-off termination deadline, until the Public partner provides in an another way the continuous performance of the waste collection service. The Private partner reserves the right to charge the service even in the period after the expiration of the cancellation deadline, or as long as it performs the service. The reasons for the unilateral termination of a contract by the Private partner may be a violation of the exclusive right as defined by this Agreement, in case of force majeure or due to adverse changes to positive regulations that significantly impact the Private Partner in performing of the services.

In case of termination of this Agreement for the reason of violation of the right to exclusivity by the Public partner, the Private partner shall be entitled to compensation for actual damage.

INTERPRETATION OF THE CONTRACT

Article 26

This contract shall be deemed to have been concluded on the date of signature by the authorized representatives of the Contracting Parties and shall enter into force on the day following the day of the certification before the competent authority.

This Agreement represents the entire agreement of the Contracting Parties and its signature shall terminate validity of all possible written or oral contracts and agreements relating to the same subject matter.

Changes to this Agreement do not produce a legal effect unless they are made in writing. All amendments and supplements to this contract must be in accordance with the Law on Public Private Partnership, with other imperative regulations, in the spirit of this contract, as well as in the spirit of the intentions of the contracting parties upon concluding this agreement.

It shall not be considered that any Contracting Party has waived any provision of this Agreement unless it has done so in writing.

Extending the deadline for execution of one particular obligation or action under this contract is not considered to be an extension of the time limit for performance of any other obligation or action and is not considered to be an extension of the entire contract.

Article 27

This contract was drafted and signed in the Serbian language.

The contracting parties may, for their own purposes, perform a translation of the contract through a court interpreter, or in accordance with the regulations applicable to the translation of the contract into another language. In case of dispute, the version in the Serbian language is prevailing.

APPLICABLE LAW AND COMPETENCE OF THE COURT

Article 28

This Agreement shall be subject to and shall be interpreted in accordance with the positive law of the Republic of Serbia.

Све спорове који могу проићи из примене овог уговора, уговорне стране настојаће да реше мирним путем и споразумом. У случају да до споразума није могуће доћи мирним путем, уговорне стране уговарају надлежност Привредног суда у Пожаревцу.

Any dispute that may arise from implementation of this contract shall be sought by the contracting parties in a peaceful manner and by agreement. In case it is not possible to reach an agreement in a peaceful manner, the contracting parties shall contract the jurisdiction of the Commercial Court in Požarevac.

On the day of:

Public partner's numer:

Private partner's number:

FOR PUBLIC PARTNER

FOR PRIVATE PARTNER

Municipality of Zabari

X BID PREPARATION COST FORM

Pursuant to Article 88, paragraph 1 of the Law, the bidder _____ [specify the name of the bidder], shall submit the total amount and structure of the costs of preparing the tender for public procurement No. 2/2018, "**Performing communal activities of collecting, transport and disposal of municipal waste from the area of the municipality of Zabari**", as is given in the table:

The costs of making a sample or model, if they are made in accordance with the technical specifications of the contracting authority	
Costs relating to obtaining the financial security instruments	
Total amount of costs expressed in dinars without VAT:	
Letters:	
VAT:	%
Total amount of costs expressed in dinars with VAT:	
Letters:	(zero dinars)

Трошкове припреме и подношења понуде сноси искључиво понуђач и не може тражити од наручиоца накнаду трошкова.

The costs of preparing and submitting the bid are borne solely by the bidder and he can not ask the contracting authority to compensate the costs.

If the public procurement procedure is terminated for reasons on the side of the contracting authority, the contracting authority is obliged to reimburse the tenderer for the costs of making the sample or model, if they have been prepared in accordance with the technical specifications of the contracting authority and the costs of obtaining the financial security instruments provided the bidder has asked in his offer a compensation for these costs.

Note: submission of this form is optional

Date:

(Place for stamp)

Bidder's signature

XI STATEMENT ON INDEPENDENT OFFER FORM

In accordance with Article 26 of the Law са чланом 26. _____
gives: (Bidder's name)

STATEMENT ON INDEPENDENT OFFER

Under full material and criminal responsibility, I confirm that the offer for the public procurement procedure - "**Performing municipal waste collection, transport and disposal services from the municipality of Žabari**", PP No. 2/2018, is submitted independently, without agreement with other bidders or interested parties.

Date:

(Place for stamp)

Bidder's signature

Note: if there is a reasonable doubt about the truthfulness of the statement of independent bid, the contracting authority will immediately notify the competent authority for protection of competition. The Competition Protection Authority may impose on the Bidder or on the interested person the measure aimed at prohibiting participation in the public procurement procedure if it finds that the Bidder or the interested person violated the competition in the public procurement procedure in the sense of the law governing the protection of competition. The ban on participation in the public procurement procedure can last up to two years.

The violation of competition is a negative reference, within the meaning of Article 82, paragraph 1, item 2) of the Act.

If a bid is submitted by a group of bidders, the Statement must be signed by an authorized person of each bidders from the group of bidders and authenticated by the seal.

XII BIDDER'S STATEMENT ON COMPLIANCE WITH APPLICABLE REGULATIONS ON PROTECTION AT WORK, EMPLOYMENT, WORKING CONDITIONS AND ENVIRONMENT PROTECTION

(Article. 75. paragraph 2 of the Law)

Under the material and criminal responsibility, I declare that upon compiling a tender for public procurement of small value, services - No. 2/2018 - "**Performing communal activities of collecting, transport and disposal of municipal waste from the municipality of Žabari**", I respected the obligations arising from the current regulations on occupational safety, employment and working conditions, environmental protection, and I do not have a ban on performing activities being effective at the time of submission of the offer.

Date _____

Signature of an authorized person

(Place for stamp)

*The statement must be signed by the authorized person of the bidder and sealed as well.
If a bid is submitted by a group of bidders, the Statement must be signed by an authorized person of each bidder from the group of bidders and sealed by a seal.*

**XIII STATEMENT ON PROVIDING FINANCIAL SECURITY
INSTRUMENTS FORM**

I declare under full moral, criminal and material responsibility that in case I am selected as the most favorable bidder for public procurement of high value No. 2/2018 - "**Performing communal activities of collecting, transport and disposal of municipal waste from the area of the Municipality of Zabari**", for the needs of the contracting authority, I will provide as follows:

- **at the time of conclusion of the contract**: two blank solo bills signed and sealed by an authorized person together with bill of exchange statement being filled out, signed by an authorized person and stamped - the authorization for the user of a blank solo bill, a certified photocopy of the card of the deposited signatures and a copy of the application for registration of bill of exchange, certified by a commercial bank registered in the Registry of the National Bank of Serbia bills, as a financial security instrument for good, quality and within the stipulated deadline performance of the work concerned, in the amount of 10% of the contract value on an annual basis.

Date _____

Signature of an authorized person

(Place for stamp)

XIV BOND AUTHORIZATION FORM FOR GOOD PERFORMANCE OF WORK

(BILL OF EXCHANGE STATEMENT)

Pursuant to the Law on Bills ("Official Gazette of the FNRJ", No. 104/46, "Official Gazette of SFRY" No. 16/65, 54/70, 57/89, "Official Gazette of the FRY" No. 46/96 and 1/2003 - Constitutional Charter), the Law on Payment Transactions ("Official Gazette of FRY" No. 3/02, 5/03 and "Official Gazette of RS" No. 43/04, 62/2006, 111/2009 - other Law, 31/2011 and 139/2014) and the Decision on the form, content and method of using unique payment instruments ("Official Gazette of RS" No. 57/04, 82 / 2004, 98/2013 and 104/2014),

DEBTOR: _____

REGISTRATION NUMBER: _____

TAX IDENTIFICATION NUMBER _____

CURRENT ACCOUNT: _____

With the bank: _____

(enter appropriate data on debtor- an issuer of the bill)

ISSUES BILL OF EXCHANGE STATEMENT - for the user of own blank bill -

USER: Municipality of Zabari, Street Kneza Milosa No. 103, 12374 Zabari

(here-in-after referred to as: Creditor)

We submit our own bill of exchange and we authorize the Trustee to submit the two bills number _____ (enter the serial number of the bill) can be filled out in the amount of _____ dinars (in letters: _____ dinars) and the number _____ (enter the serial number of the bill) can be filled out in the amount of _____ dinars (in letters: _____ dinars) for good performance of work.

We authorize the Creditor to fill out the bills of exchange for the amount of _____ dinars (_____ dinars) and to initiate the collection of own blank bills with a "no protest" clause by issuing a debit order on the debtor's burden, with the due date at sight, and that, without cost and out-of-court expenditures, in accordance with applicable regulations, make a payment from all debtor accounts.

(enter the appropriate debtor-issuer-debtor's data - name, place and address) with banks, and for the benefit of the Trustee, and for the purpose of financial security under the Contract awarded to the Trustee - under the number of _____ from _____ and with the Debtor under the number _____ of _____.

We authorize banks with whom we have bills due for payment to carry out the payments from all our accounts and to register the submitted order for payment in sequence in case there are not funds available on the account or if there are insufficient amounts or due to obeying the priorities upon payments form accounts.

The debtor waives the right to withdraw this authorization, to lodge an objection to the debit and to reverse the liability on this basis for collection.

The bills are valid also in case of change of a person authorized to represent Debtor, in case of status changes or the establishment of new legal entities by a debtor. The bill has been signed by an authorized person for representing the Debtor

_____.
(enter the name and surname of the authorized person)

Рок важења меничног овлашћења је пет дана дуже од дана истека рока за коначно извршење посла, с тим да евентуални продужетак рока за извршење посла који је предмет јавне набавке има за последицу и продужење рока важења меница и меничног овлашћења, за исти број дана за који ће бити продужен рок за извршење посла.

Ово менично писмо – овлашћење, сачињено је у 2 (два) истоветна примерка, од којих је 1 (један) примерак за Повериоца, а 1 (један) задржава Дужник.

The validity of the Bill of Exchange Statement is five days longer than the expiration of the deadline for the final execution of the transaction, whereat the possible extension of the deadline for the execution of the work that is the subject of the public procurement as a consequence has an extension of the validity of the promissory notes and the Bill of Exchange Statement for the same number of days for which the deadline for the execution of the work is extended.

This letter of exchange - authorization, is made in 2 (two) identical copies, of which 1 (one) copy for the Trustee, and 1 (one) is retained by the Obligor.

Place and date: _____

The bill issuer:

(Place for stamp) _____

(Stamp and signature of an authorized person)