

## **TENDER DOCUMENTS**

**MUNICIPALITY OF VRBAS**  
**#89, Maršala Tita Street, Vrbas**

### **PUBLIC PROCUREMENT OF ENERGY SERVICES FOR A PART OF THE PUBLIC LIGHTING SYSTEM OF THE MUNICIPALITY OF VRBAS UNDER PUBLIC-PRIVATE PARTNERSHIP**

**OPEN PROCEDURE**

**PUBLIC PROCUREMENT No. 401-1-24/2016**

***MAY 2016***

Pursuant to Art. 32 and Art. 61 of the Public Procurement Law (*Official Gazette* of RS 124/12, 14/2015, and 68/2015, hereinafter: the Law), Article 2 of the Rules on Mandatory Elements of Tender Documentation in Public Procurement Procedures and the Manner of Proving the Fulfilment of Requirements (*Official Gazette* of RS No. 86/15), the Decision of the Municipal Assembly of Vrbas on adoption of the project proposal for reconstruction of a part of the public lighting system in the form of public-private partnership without elements of concession (No. 011-30/2015-I/01 dated 02/07/2015), the Decision of the Municipal Assembly of Vrbas on launching the public procurement procedure No. 06.3-408/2016-II-02 dated 30/05/2016, and the Decision on Establishing the Public Procurement Committee No. 06.3-409/2016-II-02 dated 30/05/2016, the following was prepared:

## **TENDER DOCUMENTS**

**Under an open public procurement procedure for award of the contract for energy service for a part of the public lighting system of the Municipality of Vrbas**

**Under a Public-Private Partnership**

**PP No. 401-1-24/2016**

The Tender Documents include:

<b>Part</b>	<b>Title of Chapter</b>
I	General information on public procurement
II	Information about public procurement subject matter
III	Conditions, requirements, and specification of expected results of carrying out the entrusted assignments
IV	Technical documentation and plans – technical description of the public lighting system to which the public procurement is related
V	Eligibility requirements for participation in the public procurement procedure pursuant to Art. 75 and Art. 76 of the Law and the instruction on how to prove fulfilment of such requirements
VI	Instruction to bidders on how to prepare a bid
VII	Bid form
VIII	Model contract
IX	Price structure template, with instructions on how to complete it
X	Preliminary technical solution template, with instructions on how to complete it
XI	Template for expenses incurred in preparation of bid
XII	Template for the statement on independent bid
XIII	Template for the statement on fulfilment of requirements under art. 75, §2 of the Law
XIV	Template for the statement on secured sources of financing of the subject matter of the public-private partnership
XV	Template for the Letter of Intent of the financial institution

The total number of pages is 65.

## I GENERAL INFORMATION ON PUBLIC PROCUREMENT

### 1. Data on the Contracting Authority

Contracting Authority: Municipality of Vrbas  
Address: #89, Maršala Tita Street, 21460 Vrbas  
Web site: <http://www.vrbas.net/naslovna>

### 2. Type of the public procurement procedure

The subject public procurement procedure is conducted under an open procedure, in compliance with:

- Public Procurement Law (*Official Gazette of RS* Nos. 124/12, 14/2015, and 68/2015) and relevant by-laws adopted on the basis of this Law,
- Law on Public-private Partnership and Concessions (*Official Gazette of RS* Nos. 88/11 and 15/16), hereinafter: the PPP Law
- Law on Efficient Use of Energy (*Official Gazette of RS* No. 25/13);
- Law on Utility Services (*Official Gazette of RS* No. 88/11);
- Rulebook Determining Model Contract for Energy Services for Implementation of Energy Efficiency Improvement Measures for Public Sector Users (*Official Gazette of RS* No. 41/2015);
- Statute of the Municipality of Vrbas (*Official Gazette of the Municipality of Vrbas* Nos. 3/02, 5/02, 10/04, 11/08, 21/09, 15/10, 16/13, and 2/14)
- Decision of the Municipal Assembly of Vrbas giving approval for the project proposal for reconstruction of a part of the public lighting system in the form of public-private partnership without elements of a concession No. 011-30/2015-I/01, dated 02/07/2015;
- Positive opinion of the Committee for Public-private Partnership and Concessions that the project of reconstruction of a part of the public lighting system of the Municipality of Vrbas may be implemented in the form of PPP without elements of a concession (No. 40/2015, dated 20/05/2015).

### 3. Subject matter of the public procurement

The subject matter of the public procurement No. 401-1-24/2016 is award of the contract on public-private partnership without elements of a concession for provision of energy service for implementation of energy efficiency improvement measured and savings in operating costs of a part of the public lighting system of the Municipality of Vrbas.

### 4. Objective of the procedure

The public procurement procedure is conducted for the purpose of concluding a contract on public-private partnership without elements of a concession for energy efficiency improvement and achieving savings in operating expenses of a part of the public lighting system of the Municipality of Vrbas.

### 5. Contact

Person (or service) for contact: the Finance and Budget Department – the Public Procurement Office

E-mail (or fax number): [javne.nabavke@vrbas.net](mailto:javne.nabavke@vrbas.net), fax No. 021/705-990

## II INFORMATION ON SUBJECT MATTER OF THE PUBLIC PROCUREMENT

### 1. Subject matter of the public procurement

The subject matter of the public procurement No. 401-1-24/2016 is award of the contract on public-private partnership without elements of a concession for provision of energy service of implementation of energy efficiency improvement measured and savings in the operating expenses of a part of the public lighting (hereinafter: PL) system of the Municipality of Vrbas.

The subject matter of the public procurement according to the common procurement vocabulary includes:

- 71314200 Energy-management services
- 71314300 Energy-efficiency consultancy services
- 50232100 Street-lighting maintenance services
- 50232110 Commissioning of public lighting installations
- 45316000 – Installation work on illumination and signalling systems.

The energy service, which is the subject matter of the public procurement, has been additionally classified in the Vocabulary in Chapter K (Residual attributes for energy and water distribution), Group A (Attributes for energy and water distribution) under:

- Electrical equipment: KA03
- Electrical installations: KA04.

The subject matter of the contract on public-private partnership without elements of a concession involves undertaking of energy saving measures (hereinafter: ESMs), the corresponding CO<sub>2</sub> emission reduction, and reduction of operating costs of a part of the PL system of the Municipality of Vrbas.

The private partner, as the Bidder, undertakes to implement such ESMs, which shall ensure financial savings in a part of the PL system in compliance with the Bid and the Model Contract (Chapter VIII). All the ESMs to be implemented under this contract must be in compliance with positive regulations and valid standards in the Republic of Serbia. Consequently, the private partner, the Bidder, is entrusted the tasks of designing, reconstruction, financing, and maintenance of a part of the PL system, including the assumption of the risk of achieving financial savings in the course of the use of the reconstructed part of the PL system.

The public partner, as the Contracting Authority, undertakes the obligation to cooperate with the selected bidder during the performance of the contract with the aim of reducing to a minimum the costs of the private partner during the contractual period, as well as the obligation to reimburse the private partner from the realized guaranteed financial savings for availability of the reconstructed part of the PL system and to pay a remuneration for maintenance of the reconstructed part of the PL system.

The Model Contract (Chapter VIII) envisages three stages of implementing the contractual obligations, as follows:

- The Preparatory Period is a period of carrying out of preparatory activities and it lasts from the commencement of the contractual period until the verification by signatures and putting of seals on the Site Diary by the contracting parties;
- The Implementation Period is a period of carrying out of the ESMs which starts at the completion of the Preparatory Period and ends when the contracting parties confirm with their respective signatures and seals the Site Diary during the Implementation Period;

- The Guarantee Period is a period of utilizing the saving potentials during which financial savings are achieved based on the implemented ESMs. This period lasts from the end of the Implementation Period until the end of the contractual period.

## **2. Lots**

The public procurement does not include any lots.

### III CONDITIONS, REQUIREMENTS AND TECHNICAL SPECIFICATIONS OF EXPECTED RESULTS OF EXECUTION OF ENTRUSTED SERVICES

The Bidder shall carry out the entrusted tasks of designing, reconstruction, financing, and maintenance of the public lighting system (hereinafter: the PL) of the Municipality of Vrbas, for the purpose of achieving the guaranteed financial savings during the utilization of the reconstructed part of the PL system.

The subject part of the PL system includes a total of 1,469 luminaires in four settlements of the Municipality of Vrbas (Kucura, Zmajevo, Ravno Selo, and Savino Selo), the technical description of which is given in Chapter IV of these Tender Documents, as well as in Appendix 1 and Appendix 2, which are integral parts of the Model Contract.

When carrying out the entrusted tasks, the Bidder shall act professionally and responsibly in compliance with the law, technical, and other regulations and fair trade practices in the Republic of Serbia, as well as in compliance with the rules prescribed in the Model Contract (Chapter VIII).

The Contracting Authority will, in cooperation with the local system operator, the Power-supply Company Sombor, ensure access to the staff of the Bidder to the low-voltage grid, as well as maintenance of the public lighting power-supply lines and blocks inside the substations after the signing of the Contract and taking possession of the site by the Bidder whereby the Contracting Authority shall bear the costs of the services of the Power-supply Company Sombor.

This part of the Tender Documents specifies the tasks, requirements prescribed for their carrying out, and results that the Bidder shall have to achieve when carrying out the entrusted tasks, in the course of all the periods of the Contract (Chapter VIII).

#### 1. ENTRUSTED ASSIGNMENTS, TERMS AND CONDITIONS, AND DELIVERABLES IN THE PREPARATORY PERIOD

In the course of the Preparatory Period, the Bidder shall carry out the following assignments, which shall be subject to supervision by the Contracting Authority.

##### 1.1. Preparation of technical documentation required for the implementation of ESMs

###### Prescribed conditions/requirements/standards:

- Law on Efficient Use of Energy (*Official Gazette of RS* No. 25/2013)
- Rulebook Determining Model Contract for Energy Services for Implementation of Energy Efficiency Improvement Measures for Public Sector Users (*Official Gazette of RS* No. 41/2015);
- The Design of energy services on a part of the PL system of the Municipality of Vrbas fully in compliance with the Terms of Reference.

###### Special condition/requirement of the Contracting Authority:

- The Terms of Reference for the preparation of the Design of energy services on a part of the PL system of the Municipality of Vrbas is in Appendix IV to the Tender Documents.
- The Design of energy services on a part of the PL system of the Municipality of Vrbas should be prepared by professional, engineering persons who possess all the relevant certificates for this type of assignment in compliance with the Law on Planning and Construction (*Official Gazette of RS* Nos. 72/2009, 81/2009 – corr., 64/2010 – the CC Decision, 24/2011, 121/2012, 42/2013 - the CC Decision, 50/2013 - the CC Decision, 98/2013 - the CC Decision, 132/2014, and 145/2014) and pertaining Rulebooks..

- The Bidder shall, as required, prepare and sign and/or obtain the technical documentation necessary for obtaining of the obligatory permits/licences, in cooperation with the Contracting Authority, as required by the prevailing regulations and carrying out of specific activities related thereto.

**1.2. Informing the Contracting Authority about all the Energy Saving Measures** (hereinafter: ESMs), the implementation of which has been envisaged in the Bid and the Contract prior to their implementation;

**1.3. Procurement of necessary equipment and materials** fully in accordance with the Design of energy services on a part of the PL system of the Municipality of Vrbas, prepared by the Bidder.

**1.4. Obtaining of necessary ancillary documentation for the Implementation Period.** Implementation of all the activities and procedures necessary for obtaining of all the permits/licences on the basis of which the Bidder may commence the implementation activities.

**1.5. Regular keeping of the Site Diary.**

The Preparatory Period ends with verification of the Site Diary in the Preparatory Period by both the Contracting Authority and the Bidder.

The Bidder undertakes to provide the following **performance results of entrusted assignments during the Preparatory Period:**

- Completed Design of energy services for the part of the PL system of the Municipality of Vrbas, fully in accordance with the Terms of Reference. The Design is submitted to the Contracting Authority in an electronic file format and in three hard copies.
- Signed contracts for purchasing of equipment and materials envisaged by the Design, which is evidenced by a copy of the document on contracted purchase of the equipment and materials envisaged by the Design, submitted technical descriptions of equipment (catalogues), Test Reports and Statements on Quality by which the equipment manufacturer confirms technical characteristics of the equipment, Reports on testing the degree of weatherproof protection, in accordance with the requirements stipulated in IEC 60529 or SRPS EN 60598-1, on impact protection level of the enclosure (IK rating) IEC 62262, issued by the competent laboratory, polar luminance intensity graph/illuminance cone diagram issued by an accredited laboratory for photometric data measurements and tests, as well as any other evidence verifying quality of the equipment, as envisaged in the Design.
- Informing the Contracting Authority about all the ESMs the implementation of which has been envisaged for the part of the PL system which is to be reconstructed, prior to their implementation.
- All the documentation on the basis of which the Contractor may proceed with the Implementation Activities has been obtained.
- The Site Diary in the Preparatory Period has been submitted for signature.

## **2. ENTRUSTED ASSIGNMENTS, TERMS AND CONDITIONS, AND DELIVERABLES IN THE IMPLEMENTATION PERIOD**

During the Implementation Period, the Bidder undertakes to perform the following assignments, which are subject to supervision by the Contracting Authority:

**2.1. Carrying out of works with the aim of implementing ESMs**, which shall include carrying out of the works on dismantling of the existing and mounting of new luminaires, dismantling of the existing and mounting of new brackets for luminaires (at places where it is required), proper disposal of dismantled equipment and all other required ancillary works in accordance with the Design.

Prescribed conditions/requirements/standards:

- Law on Efficient Use of Energy (*Official Gazette of RS* No. 25/2013)

- Law on Planning and Construction (*Official Gazette of RS* Nos. 72/2009, 81/2009 - corr., 64/2010 – the CC Decision, 24/2011, 121/2012, 42/2013 - the CC Decision, 50/2013 - the CC Decision, 98/2013 - the CC Decision, 132/2014, and 145/2014), including pertaining Rulebooks
- Rulebook on Technical Standards for Low Voltage Electrical Installations (*Official Gazette of the SFRY*, Nos. 53/88, 54/88 and *Official Gazette of the FRY* No. 28/95)
- Rulebook on Technical Standards for Construction of Overhead Power Lines of Rated Voltages from 1 kV up to 400 kV (*Official Gazette of the SFRY*, Nos. 65/88 and 18/92)
- Rulebook on Technical Standards for Construction of Low Voltage Overhead Power Lines (*Official Gazette of the SFRY*, No. 6/92)
- Rulebook on Technical Standards for Protection of Low Voltage Grids and Pertaining Substations (*Official Gazette of the SFRY*, No. 13/78 and *Official Gazette of the FRY*, No. 37/95)
- Rulebook on Technical Standards for Fire Protection of Power Plants and Equipment (*Official Gazette of the SFRY*, No. 74/90.)
- Rulebook on General Health and Safety Measures Against Hazardous Effects of Electricity in Working Facilities, Offices and at Construction Sites (*Official Gazette of RS* No. 21/89)
- Technical Recommendations issued by the Power-supply Company of Serbia
- Law on Health and Safety Measures at Work (*Official Gazette of RS* No. 101/05)
- Technical Requirements issued by the local system operator, the Power-supply Company Sombor
- Technical Requirements issued by the PC Direkcija za izgradnju (Construction Directorate) of the Municipality of Vrbas and PUC Komunalac (Utility Company) Vrbas
- Rulebook Determining Model Contract for Energy Services for Implementation of Energy Efficiency Improvement Measures for Public Sector Users (*Official Gazette of RS* No. 41/2015);

Special condition/requirement of the Contracting Authority:

- Planning and coordination of the implementation activities together with the Public Partner, the Contracting Authority, in order to reduce as much as possible any hampering of regular operation of the part of the PL system;
- Specifying of operating procedures and maintenance procedures,
- Regular updating of the Contracting Authority whenever the Bidder comes across any actual knowledge that might significantly affect either the safety or efficient use of the PL system;
- In appropriate cases, obtaining of standard warranties from the Bidder/subcontractors, suppliers of equipment and materials regarding their efficiency, quality and proper functioning.

**2.2 Proper and regular disposal of faulty and/or replaced installations,** parts of installations and equipment for the ESMs:

Prescribed conditions/requirements/standards:

- Law on Waste Management (*Official Gazette of RS* Nos. 36/2009 and 88/2010)
- Rulebook on the List of Electrical and Electronic Products, Measures Prohibiting and Restricting the Use of Electrical and Electronic Equipment which Contains Hazardous Substances, Method and Procedure for Electrical and Electronic Products Waste Management (*Official Gazette of RS* No. 99/2010)

Special condition/requirement of the Contracting Authority:

A copy of the document evidencing the manner of disposal of faulty and/or replaced equipment and its implementation.



**2.3 Commissioning and trial run** of executed works, installed equipment, installations and/or a part thereof in accordance with/and if stipulated in prevailing regulations, including the testing of level of illuminance in compliance with the instructions stated in Appendix 6 to the Model Contract and carrying out of all the activities required for unhindered operation of the system and/or obtaining of the operating licence.

Prescribed conditions/requirements/standards:

- Law on Planning and Construction (*Official Gazette of RS* Nos. 72/2009, 81/2009 - corr., 64/2010 – the CC Decision, 24/2011, 121/2012, 42/2013 - the CC Decision, 50/2013 - the CC Decision, 98/2013 - the CC Decision, 132/2014, and 145/2014)
- Law on Efficient Use of Energy (*Official Gazette of RS* No. 25/2013)
- Rulebook on Contents and Method of Keeping the Inspection Logbook, Site Diary and Measurement Book (*Official Gazette of RS* No. 22/2015)
- Rulebook on Contents and Method of Conducting Technical Inspection of Facilities, Composition of the Committee, Contents of the Committee's Proposal on Determining Suitability of the Facility for Use, Observation of the Soil and the Facility during Construction and Its Use and Minimum Guarantee Period for Certain Types of Facilities (*Official Gazette of RS* No. 27/2015)
- Technical Requirements issued by the local system operator, the Power-supply Company Sombor
- Technical Requirements issued by the relevant PUCs

Special condition/requirement of the Contracting Authority:

- Measurement Book has been submitted;
- The Site Diary has been submitted;
- The Minutes of the technical inspection committee on executed works and installed equipment and installations with a proposal for determining suitability of the part of the public lighting system for use;
- The Minutes on inspection, pursuant to Appendix 5 to the Model Contract.

**2.4 Regular keeping of the Site Diary** in the Implementation Period.

The Implementation Period ends with verification of the Site Diary in the Implementation Period by both the Contracting Authority and the Bidder.

The Bidder undertakes to provide the following **performance results of entrusted assignments during the Implementation Period:**

- All the activities required for undisturbed operation of the part of the public lighting system and/or obtaining of the operating licence, as required, have been implemented.
- All the faulty and/or replaced installations and equipment have been properly disposed of in compliance with point 2.2 of this Chapter of the Tender Documents.
- The Committee's Minutes on technical inspection of executed works have been submitted if it has been envisaged to issue the operating licence for the installed equipment and installations with a proposal on determining suitability of the part of the PL system for use.
- The Minutes on inspection have been signed by the Contracting Authority and the awarded Bidder.
- The Site Diary in the Period of Implementation has been submitted for signature.

**3. ENTRUSTED ASSIGNMENTS, TERMS AND CONDITIONS AND DELIVERABLES IN THE GUARANTEE PERIOD**

During the Guarantee Period, the Bidder undertakes to perform the following assignments, which are subject to supervision by the Contracting Authority:

**3.1. Conducting actions and procedures for measurement and verification** and preparing of the report on measurements and verification in accordance with the M&V Plan, which indicates the achieved energy savings and financial savings for each trimester, as provided for in Appendix 4 to the Model Contract.

Special condition/requirement of the Contracting Authority:

- All activities envisaged in the Model Contract (in compliance with the Rulebook Determining Model Contract for Energy Services for Implementation of Energy Efficiency Improvement Measures for Public Sector Users (*Official Gazette of RS* No. 41/2015);

**3.2. Operating and preventive maintenance of the implemented ESMs** in compliance with Art. 1 points 13, 23, and 32, i.e. maintenance of the part of the PL system, which is the subject matter of the Contract in accordance with the prescribed quality of maintenance and all the necessary procedures and actions as envisaged in the Model Contract, Art. 5.8.

Prescribed conditions/requirements/standards:

- Rulebook on Technical Standards for Low Voltage Electrical Installations (*Official Gazette of the SFRY*, Nos. 53/88, 54/88 and *Official Gazette of the FRY* No. 28/95)
- Law on Health and Safety Measures at Work (*Official Gazette of RS* No.101/2005)
- Technical Recommendations issued by the Power-supply Company of Serbia

Special condition/requirement of the Contracting Authority:

- All the activities envisaged in the Model Contract
- Appendix 4 to the Model Contract : Instruction on determining energy savings
- Appendix 6 to the Model Contract: Guidelines for checking of maintenance quality and level of illuminance
- Provisions and procedures stipulated by the local system operator the PSC Sombor.

**3.3. Verification of operating and preventive maintenance** for each of the installed ESMs in compliance with art. 7.11 of the Model Contract and as defined in the operating and maintenance procedures;

Prescribed conditions/requirements/standards:

- Law on Efficient Use of Energy (*Official Gazette of RS* No. 25/2013)
- Rulebook Determining Model Contract for Energy Services for Implementation of Energy Efficiency Improvement Measures for Public Sector Users (*Official Gazette of RS* No. 41/2015);

Special condition/requirement of the Contracting Authority:

- Special requirements of the Contracting Authority as stipulated in the Model Contract.
- Appendix 4 to the Model Contract : Instruction on determining energy savings
- Appendix 6 to the Model Contract: Guidelines for checking of maintenance quality and level of illuminance.

The Bidder undertakes to provide the following **performance results of entrusted assignments during the Guarantee Period:**

- Upgraded quality of the PL service in such a manner that the number of operating luminaires must not be below 98% of the total number of luminaires at any moment in any settlement, within the part of the system entrusted to the Bidder for maintenance;

- Guaranteed quality of the PL service through the level of illuminance, expressed in lux (lx) must be at least at the level it was in the baseline period prior to the implementation of ESMs, and which was defined in the Terms of Reference. For the streets for which the data on the level of illuminance in the baseline period expressed in lux (lx) does not exist, after the implementation, the luminous flux of each individual newly installed luminaire must be equal to or higher than the luminous flux of the luminaire it is replacing, in line with Table 1.
- Savings of minimum 40% in electric power for the operation of the part of the PL system;
- Achieving of the guaranteed financial savings during use of the reconstructed part of the PL system, in accordance with the Bid and the Contract.

## IV TECHNICAL DESCRIPTION OF THE PUBLIC LIGHTING SYSTEM THE SUBJECT OF THE PUBLIC PROCUREMENT (TECHNICAL DOCUMENTATION AND PLANS)

This part of the Tender Documents specifies the technical description of the current state of the public lighting system (hereinafter: PL) of the Municipality of Vrbas, the Terms of Reference, and other technical documents and plans, which are needed by the Bidder to compile the bid in compliance with the requirements and the specification of results from the previous Chapter III.

### 1. DESCRIPTION OF THE PUBLIC LIGHTING SYSTEM OF THE MUNICIPALITY OF VRBAS

The PL system of the Municipality of Vrbas belongs to the consumers' energy service area of the Power-supply Company Sombor, of the Company *Elektrovojvodina*.

The existing PL system of the Municipality of Vrbas covers seven settlements: Vrbas, Savino Selo, Zmajevo, Ravno Selo, Kosančić, Bačko Dobro Polje, and Kucura.

The total installed power of the entire PL system in the Municipality of Vrbas amounts to 803 kW.

The Design envisages reconstruction of the PL system in four settlements:

- Savino Selo (2,957 inhabitants, 1,073 households, 1 elementary school, and 1 preschool facility),
- Zmajevo (3,926 inhabitants, 1,378 households, 1 elementary school, and 1 preschool facility),
- Ravno Selo (3,107 inhabitants, 1,136 households, 1 elementary school, and 1 preschool facility), and
- Kucura (4,348 inhabitants, 1,623 households, 1 elementary school, and 1 preschool facility)

The part of the PL system that has been planned for reconstruction is powered from 54 substations and covers 54 complete substation service areas:

- Savino Selo - 13 substations,
- Zmajevo - 15 substations,
- Ravno Selo - 12 substations, and
- Kucura - 14 substations.

In all the substations, one each PL outlet is installed with one each electricity meter, as follows:

- Savino Selo: 13 PL outlets with 13 electricity meters,
- Zmajevo: 15 PL outlets with 15 electricity meters,
- Ravno Selo: 12 PL outlets with 12 electricity meters, and
- Kucura: 14 PL outlets with 14 electricity meters.

The total installed power of the part of the PL system envisaged for reconstruction is **237.38kW**.

### Management of the PL system

The PL system is managed throughout the night. All the luminaires operate at full power for the entire night. Switching on and off is done either using photocells (relays) or by RRC (radio remote control) method from Vrbas.

The annual operating hours of the part of the PL system envisaged for reconstruction amount to **4143.5** h.

### Streets and roads in settlements covered by the PL

The part of the PL system envisaged for reconstruction covers the total of 78 streets. All the streets are in settlements. Out of that:

- In Savino Selo, there are 15 streets,
- In Zmajevo, there are 28 streets,
- In Ravno Selo, there are 17 streets, and
- In Kucura, there are 19 streets.

### Service connection points

The part of the PL system envisaged for reconstruction covers the total of 2,287 potential service connection points.

The service connection points are on concrete, wooden, and metal pylons and, out of that:

- In Savino Selo, there are 457 pylons, out of that: 69 wooden, 322 concrete, and 66 metal ones.
- In Zmajevo, there are 645 pylons, out of that: 150 wooden, 408 concrete, and 87 metal ones.
- In Ravno Selo, there are 559 pylons, out of that: 134 wooden, 366 concrete, and 59 metal ones.
- In Kucura, there are 626 pylons, out of that 26 wooden, 503 concrete, and 97 metal ones.

### Luminaires and light sources

Within the part of the PL system envisaged for reconstruction there are 1,469 luminaires, of the total power of 211.9 kW or 237.38 kW with the ballasts. Most of the luminaires are of obsolete design type with inefficient light sources.

Table 1. Structure of light sources in the part of the PL system envisaged for reconstruction

No. of luminaires					Power (W)	Luminous flux (lm)
Savino Selo	Zmajevo	Ravno Selo	Kucura	Total		
<b>304</b>	<b>386</b>	<b>339</b>	<b>440</b>	<b>1.469</b>	<b>211.900</b>	
<b>HPM – High-pressure mercury</b>						
15	12	5	25	57	400	22.000
11	29	24	18	82	250	13.000
269	339	305	397	1,310	125	6.200
<b>HPS – High-pressure sodium</b>						
8	6	4	0	18	250	33.200
1	0	0	0	1	150	17.500
<b>IN - Incandescent sources</b>						
0	0	1	0	1	200	3.000

### Quality of lighting

The main characteristic of the so far development of the PL system in the Municipality of Vrbas is that it is to a great extent the result of the initiative of the actual citizens. Most often, the funds for the routes in villages and small places have been collected by local voluntary taxes, which have imposed implementation of the most

modest technical solutions. This has resulted in the typical structure of the system, which is featured by mass use of pylons of the existing low-voltage electric power distribution grid for installation of luminaires, use of luminaires of open type (without adequate sealing and mechanical protection of light sources) and of poor photometric characteristics with uneconomical light sources.

During the design, the requirements with respect to illuminance for certain categories of roads were not taken into account, which is, in case of settlements in the Municipality of Vrbas, very important because each of them has a primary school and one preschool facility. Such systems, even when they are new, do not provide quality lighting and incur unnecessarily high costs for electricity and maintenance. In addition, the function of the PL system has been significantly disrupted by a long-term insufficient or poor maintenance.

### **Maintenance of the existing public lighting system**

#### **Competences related to the maintenance of the existing PL system**

Public lighting in Serbia belongs to public utility services<sup>1</sup>. Costs of electricity and maintenance of a PL system are the budgetary expenditures of the local self-governments.

Maintenance of the entire PL system in the Municipality of Vrbas is done by the PC Directorate for Construction Vrbas. For the above requirements, the Company continuously engages a specialized company at a public invitation to bid.

In view of the fact that the majority of luminaires are installed on pylons of the low-voltage electricity distribution grid, maintenance of pylons, supply lines, the PL blocks in substations and of substations is performed by the local Power-supply Company Sombor. Access to the low-voltage grid is possible only with its permission and cooperation, which is in compliance with the Rules on Operation of Electricity Distribution System<sup>2</sup>.

The relationship between the Municipality of Vrbas and the local Power-supply Company Sombor, related to the maintenance of the PL, is regulated by the Contract on Maintenance of the PL System, which was concluded on 28 February 2013, which is still in force. In compliance with this Contract, the Municipality of Vrbas pays the remuneration to the Power-supply Company Sombor for all the services provided related to the maintenance of the parts of the PL system, which are within the competence of the Power-supply Company Sombor.

#### **Method and the quality of maintenance of the existing PL system**

Maintenance of the PL system undertaken by the Municipality, or by the PC Directorate for Construction Vrbas, includes replacement of lights sources (bulbs), replacement of luminaire sockets, replacement of glass on luminaires, replacement of fittings, installation of luminaire assemblies and, as required, extension of the system. Due to the chronic lack of funds in the Municipal budget, maintenance of the PL system is performed only as required, or upon report by citizens. Replacement of a light source is performed only if it burns out, and not after the expiry of the service life of the source. The same applies to the other parts of luminaires. In view of the fact that the existing light sources with high-pressure mercury are very sensitive to voltage fluctuations on the grid, it happens that a significant part of luminaires demonstrate a lower quality of operation, or do not provide a sufficient illuminance level. In the parts of the system, which are controlled by photocells, the problem of pollution of photocells frequently appears, which causes failure to switch off the system in daytime and unnecessary electricity consumption.

Overall, the quality of maintenance of the system is insufficient, the effect of which is insufficient quality of the PL, particularly in the part of the system planned for reconstruction. Such a situation threatens the safety of all the traffic participants. In view of the fact that each of the settlements has both a primary school and a preschool institution, the problem of inadequate lighting additionally poses the issue of safety of children and their escorts in traffic.

---

<sup>1</sup>Law on Utility Services, OG of RS, 88/11

<sup>2</sup>Rules on Operation of Electricity Distribution System, OG of RS, 08/10

## Operating costs of the existing public lighting system

Operating costs of the PL system are financed from the budgetary revenues of the Municipality of Vrbas. The total annual budgetary expenditures of the Municipality for the part of the PL system, which was planned for reconstruction in 2014, amounted to RSD 7,007,318 or EUR 59,381 at the rounded exchange rate of RSD 118/EUR<sup>3</sup> (Table 2). Annual current expenditures for the part of the PL system consist of expenditures for consumed electricity amounting to RSD 5,612,710 (EUR 47,563) and expenditures for maintenance of 1,469 luminaires of RSD 1,394,608 (EUR 11,819).

Table 2. Total annual budgetary expenditures for the part of the PL system in 2014

Description	Electricity consumption (kWh)	Unit price of electricity excluding VAT (RSD)	Total expenditures	
			(RSD)	(EUR)*
Expenditures for electricity	973,246	5.77	5,612,710	47,563
Expenditures for maintenance of the part of the PL system			1,394,608	11,819
<b>Total annual expenditures of the part of the PL system</b>			<b>7,007,318</b>	<b>59,381</b>
* RSD/EUR = 118				

The part of the PL system envisaged for reconstruction has the total installed capacity of 237.38 kWh, or the total of 1,469 luminaires. The total consumption of electricity is 973,246 kWh, or:

- 820 kWh for incandescent light sources,
- 951,434 kWh for mercury light sources, and
- 20,991 kWh for sodium light sources.
- In 2014, electricity for the requirements of the PL of the Municipality of Vrbas was procured from the PC EPS *Snabdevanje* (the Electric Power Industry of Serbia's Power-supply Company). In addition to the prices for actual electricity, the total costs of energy also includes the cost of access to the electricity distribution system, which is, for the PL, in the territory covered by the Power-supply Company *Elektrovojvodina* and which consists of the fee for the measuring point and the fee for renewable sources of energy. The total unit price of electricity consumed by the PL system in the Municipality of Vrbas amounts to RSD 5.77/kWh excluding VAT.

## 2. THE TERMS OF REFERENCE

### Objective of the Project

Preparation of the Project of energy services for the purpose of implementation of energy efficiency improvement measures and savings in operating costs on the part of the public lighting system of the Municipality of Vrbas.

### Project Boundaries

The Project should envisage replacement of 1,469 old, inefficient luminaires, with new luminaires with more efficient characteristics and light sources. The Project should cover the settlements of: Savino Selo, Zmajevo, Ravno Selo, and Kucura, the total of 78 streets. This part of the system covers the total of 54 substations.

### Project Terms of Reference

<sup>3</sup> An average medium rate of exchange of RSD to EUR in 2014 amounted to 117.3060 according to the data of the NBS

It should envisage replacement of the following luminaires:

**Savino Selo:**

HPM 400W.....15 off  
 HPM 250W.....11 off  
 HPM 125W.....269 off  
 HPS 250W.....8 off  
 HPS 150W.....1 off

**Zmajevo:**

HPM 400 W.....12 off  
 HPM 250 W.....29 off  
 HPM 125 W.....339 off  
 HPS 250 W.....6 off

**Ravno Selo:**

HPM 400W.....5 off  
 HPM 250 W.....24 off  
 HPM 125W.....305 off  
 HPS 250W..... 4 off  
 IN 200W.....1 off

**Kucura:**

HPM 400W.....25 off  
 HPM 250 W.....18 off  
 HPM 125W.....347 off.

To replace a total of 1,469 luminaires, out of that: 57 off of HPM of 400 W, 82 off of HPM of 250W, 1,310 off of HPM of 125W, 18 off of HPS of 250W, 1 off of HPS of 150W, and 1 off of IN of 200W.

The number of luminaires on major roads must be bigger than or equal to the current number of luminaires.

**Management of the PL system**

The Project is to envisage even dimming in settlements and on streets to maximum 50% of the luminaires covered by the Project with reduction of the power of luminaires by maximum 40% during a part of the night. Reduction of the power of such luminaires may not last longer than 7 hours during the night.

	Savino Selo	Zmajevo	Ravno Selo	Kucura	Total
<b>Number of luminaires:</b>	<b>304</b>	<b>386</b>	<b>339</b>	<b>440</b>	<b>1,469</b>
<b>With dimming:</b>	Around 50%	Around 50%	Around 50%	Around 50%	Up to 734 lum.

Dimming shall not be possible in the following streets that are state roads of II A category and II B category:

1. Savino Selo:

A part of Janka Čmelika Street – state road of II B category No. 305  
 Maršala Tita Street - state road of II A category No. 108

2. Zmajevo

A part of Maršala Tita Street - state road of II A category No. 112  
 A part of I.L. Ribara Street - state road of II A category No. 112, - state road of II A category No. 113  
 A part of Ivana Milutinovića Street - state road of II A category No. 112  
 A part of Mađarska Street - state road of II A category No. 112  
 Vlade Čekovića Street - state road of II A category No. 113



### 3. Ravno Selo

A part of 29 Novembra Street - state road of II A category No. 112

A part of Maršala Tita Street - state road of II A category No. 112

A part of I.L. Ribara Street - state road of II A category No. 112

A part of Prvomajska Street - state road of II A category No. 112

### 4. Kucura:

A part of Partizanska Street and Maršala Tita Street - state road of II B category No. 305

Dimming shall be allowed in other streets.

If the Bidder offers a solution that covers both switching on and off of the part of the PL system, he must adhere to the following Table:

Table 3: Switching on and off times for the public lighting in the Municipality of Vrbas

Day	Month	Switching on	Switching off	Duration	No. of days	No. of operating hours (Duration * No. of days)
10	Jan	16:15	7:00	14.75	4	59.00
14	Jan	16:30	7:00	14.5	13	188.50
27	Jan	16:45	7:00	14.25	7	99.75
3	Feb	17:00	7:00	14	3	42.00
6	Feb	17:15	7:00	13.75	9	123.75
15	Feb	17:15	6:45	13.5	10	135.00
25	Feb	17:30	6:30	13	7	91.00
4	Mar	17:45	6:15	12.5	7	87.50
11	Mar	17:45	6:00	12.25	9	110.25
20	Mar	18:00	5:45	11.75	6	70.50
26	Mar	18:15	5:30	11.25	8	90.00
3	Apr	19:30	6:15	10.75	6	64.50
9	Apr	19:30	6:00	10.5	4	42.00
13	Apr	19:30	5:45	10.25	7	71.75
20	Apr	19:45	5:30	9.75	8	78.00
28	Apr	19:45	5:15	9.5	10	95.00
8	May	20:00	5:00	9	7	63.00
15	May	20:00	4:45	8.75	15	131.25
30	May	20:15	4:45	8.5	11	93.50
10	June	20:45	4:30	7.75	28	217.00
8	July	20:30	4:45	8.25	11	90.75
20	July	20:15	4:45	8.5	21	178.50
10	Aug	20:00	5:00	9	9	81.00
19	Aug	19:45	5:15	9.5	11	104.50
30	Aug	19:30	5:30	10	11	110.00
10	Sep	19:15	5:45	10.5	7	73.50
17	Sep	19:00	6:00	11	8	88.00
25	Sep	18:45	6:30	11.75	15	176.25
10	Oct	18:30	6:45	12.25	5	61.25
15	Oct	18:15	7:00	12.75	5	63.75
20	Oct	18:00	7:00	13	6	78.00
26	Oct	18:00	7:15	13.25	4	53.00
30	Oct	17:45	7:15	13.5	18	243.00
17	Nov	17:30	7:30	14	11	154.00

28	Nov	16:30	6:45	14.25	7	99.75
5	Dec	16:15	6:45	14.5	10	145.00
15	Dec	16:00	7:00	15	26	390.00
Total operating hours in one year:						4143.50
Average No. of operating hours per day:						11.38
Bold line underlines the date when summer-winter time is changed						

### Illumination classes

In the streets, which are state roads of II A category and II B category the illumination class shall be ME3.

In other streets, the illumination class shall be S5.

### Minimum technical requirements for the envisaged equipment

New luminaires should be made in HPS or LED technology with adequate arms and mounting brackets, with efficient optical blocks, a high level of mechanical protection and sealing in conjunction with efficient light sources, as well as equipment and materials. Luminaires must fully meet the technical requirements of the Standard SRPS EN 60598-1 and must enable achieving of savings in electricity consumption.

The luminous flux of each individual newly installed luminaire must be equal to or higher than the luminous flux of the luminaire it is replacing, in line with Table 1.

The planned luminaires in HPS technology **must meet the following minimum requirements:**

- The housing should be made of a high-pressure die cast aluminium alloy or of glass fiber reinforced polypropylene, UV stabilized
- The level of protection of the complete luminaire should be IP 65 or higher, IK 08 (in compliance with the Standard SRPS EN 62262)
- The level of protection of the optical block should be IP 65 or higher (in compliance with the Standard SRPS EN 60598)
- The level of protection of the regulating ballast should be minimum IP 44 or higher (in compliance with the Standard SRPS EN 60598)
- The cover protector should be made of glass having impact resistance IK 08 or of polycarbonate resistant to UV radiation and acts of vandalism having impact resistance of minimum IK 08
- The holder of the regulating ballast should be made of material resistant to corrosion, high temperatures, and mechanical damages. The holders with regulating ballasts should be simply removable from a luminaire.
- The luminaire must have the option to be mounted on an arm or a mounting bracket of  $\Phi 48\text{mm}$  or  $\Phi 60\text{mm}$  or vertically on a post of  $\Phi 60\text{mm}$  or  $\Phi 76\text{mm}$
- The design of the optical block should ensure maximum degree of utilization and direction of luminous flux for the envisaged use of the luminaire
- The luminaire must be suitable for operation at outside temperatures up to 35°C.
- The luminaire should be harmonized with the European Standard on safe and proper operation, and should have ENEC mark
- The luminaire should be harmonized with the European Directives and have CE mark.

**The light bulb efficiency and flux must meet the values from the Table below:**

<i>Rated power</i>	<i>Efficiency</i>	<i>Flux</i>
[W]	[lm/W]*	[lm]
50	≥ 80	≥ 4000
70	≥ 90	≥ 6300
100	≥ 100	≥ 10000
150	≥ 110	≥ 16500
250	≥ 125	≥ 31250
400	≥ 135	≥ 54000

- The service life should be  $\geq 16,000$  h.
- The light colour temperature should be 2000 Kelvin or higher.
- The screw base should be E27 or E40.

The luminaires planned in LED technology **must meet the following minimum requirements:**

- The housing should be made of high-pressure die cast aluminium alloy
- The level of protection of the complete luminaire should be IP 66, IK 08 (in compliance with the Standards SRPS EN 62262 and SRPS EN 60598)
- The cover protector should be made of glass having impact resistance IK 08
- The holder of the regulating ballast should be made of material resistant to corrosion, high temperatures, and mechanical loads. The holders with the regulating ballasts should be simply removable from a luminaire.
- The luminaire must have the option to be mounted on an arm or a mounting bracket of  $\Phi 48\text{mm}$  or  $\Phi 60\text{mm}$  or vertically on a post of  $\Phi 60\text{mm}$  or  $\Phi 76\text{mm}$
- The luminaire must be suitable for operation at outside temperatures of up to  $35^{\circ}\text{C}$
- Colour Reduction Index (CRI) of LED diodes to be used in a luminaire should be in excess of 70
- The Correlated Colour Temperature (CCT) of the light should be between 4000K and 5000K
- The service life of a complete luminaire (electronic, control units, and LED diodes in a module) should be  $\geq 100,000$  h
- Reduction of the luminous flux of a light source must not exceed 20% in case of failure of 10% of LED diodes
- The power factor must not be below 0.9
- The warranty period for all the components must be minimum 5 years

### **Specification of materials and equipment planned for installation**

All the required materials and equipment envisaged by the Project are to be specified.

### **Numerical analyses**

- Electrical analyses, which include standard analyses for this type of projects.

- Photometric analyses, which include standard analyses for this type of projects.

Input data with all the required details for numerical analyses are given in Appendix 1 and Appendix 2 to the Model Contract: Basic data on each facility within the Contracted Facility.

#### **Calculations of savings in electricity**

The calculation is to be made according to the instructions presented in Appendix 4 to the Model Contract: Instructions for determining savings of energy.

#### **Priced bill of quantities (for works and materials)**

It is necessary to include all the costs of equipment, materials, and works.

#### **Required graphical documentation**

- The layout and route of luminaires clearly plotted on the layout plan of the terrain with clearly indicated substations and relevant outlets from substations. Every element in the drawing is to be marked with the corresponding symbol or marking. A drawing must contain a Legend of Symbols and Markings.
- Single-pole wiring diagrams
- The drawing of the mounting bracket of a luminaire with indicated dimensions.
- A drawing or a photography of the planned luminaire with indicated dimensions and other equipment
- Polar diagrams and diagrams of characteristics of luminaires
- Details of connection of a luminaire to the mounting bracket.
- Details of connection of a mounting bracket to the place on a post.

#### **Maintenance**

Calculation of the costs of the Operating and Preventive Maintenance.

Calculation of savings in maintenance costs.

The procedure of the Operating and Preventive Maintenance is to be described.

### **3. REQUIREMENT WITH RESPECT TO ENVIRONMENTAL PROTECTION**

The manufacturer of luminaires should have the quality management system in place according to ISO 9001 and ISO 14001 – relevant certificates are to be attached.

## V ELIGIBILITY REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE PURSUANT TO ART. 75 AND ART. 76 OF THE LAW AND THE INSTRUCTIONS ON HOW TO PROVE FULFILMENT OF SUCH REQUIREMENTS

### 1. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE PURSUANT TO ART. 75 AND ART. 76 OF THE LAW

#### 1.1. MANDATORY REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE

The bidder shall be considered eligible to participate in the public procurement procedure provided it meets the mandatory requirements for participation in the public procurement procedure pursuant to Art. 75 of the Law, specifically:

- 1) It is registered with the competent body, or registered in the appropriate register (Art.75,§1, point 1 of the Law);
- 2) It or its legal representative has not been convicted of any criminal act as a member of an organized criminal group; that it has not been convicted of commercial criminal offence, criminal offences against environment, criminal offence of receiving or offering bribe, criminal offence of fraud (Art.75,§1, point 2 of the Law);
- 3) It has settled due taxes, contributions and other public levies in accordance with the regulations of the Republic of Serbia or of a foreign country if it has a registered seat in its territory (Art.75,§1, point 4 of the Law);
- 4) The Bidder shall explicitly state in its bid that it has fulfilled the obligations under applicable legislation on occupational safety, employment and working conditions, environmental protection, and that it does not have a ban to engage in the activity in force at the time of submitting the bid (Art.75,§2 of the Law).

#### 1.2. ADDITIONAL REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE

The Bidder, participating in the procedure of the subject public procurement, must meet additional requirements for participation in the public procurement procedure, as provided under Art. 76 of the Law, specifically:

- 1) The Bidder must fulfil all the minimum requirements related to its **financial capacity**, as follows:
  - a) The Bidder's **profit before tax** must be positive for the last three (3) years. Weighted average earnings before tax of participants in a joint bid, calculated with regard to their respective shares in the bid, must be positive.
  - b) **Total capital** of the Bidder must be in excess of RSD 3.700.533,00 (EUR 30,000.00, at the medium rate of exchange of the NBS as at the date of publishing of the invitation to bid of RSD/EUR 123.3511) in each of the past 3 (three) years. Total weighted capital of participants in a joint bid, calculated with regard of their respective shares in the bid, must be in excess of RSD 3.700.533,00 (EUR 30,000.00) in each of the past 3 (three) years.
  - c) **Operating income** of the Bidder must be equal to or in excess of RSD 30.837.775,00 (EUR 250,000.00) in each of the past 2 (two) years. In case of a joint bid, the sum of the operating incomes of all the participants in the joint bid for each year shall be taken into account.
  - d) Sources of financing of the subject matter of the public-private partnership must be known and secured at the time of submission of the bid, irrespective of whether it is the Bidder's own capital and/or funds loaned from financial institutions.

- 2) The Bidder must fulfil all the minimum requirements related to its **operational, technical and personnel capacities**, as follows:
- a) It is registered to engage in the activity of carrying out electrical installation work, which is the subject matter of the public procurement, individually or by a minimum one participant in a joint bid. The activity codes are 43.21 and 71.12 and they are related to installation of electrical systems in all types of buildings and other structures, including street lighting and electrical signals;
  - b) It **successfully completed reconstruction or refurbishing of public lighting** in the period of eight years up to the moment of inviting bids to a minimum cumulative value of RSD 24.670.220,00 (EUR 200,000.00).
  - c) It has at its disposal the following **equipment**:
    - i. Minimum one (1) registered vehicle with a hydraulic platform for parallel work of two workers at a height of up to 12 m;
  - d) It has **employed for an indefinite period of time**:
    - i. Minimum one (1) electrical engineer with the license for designing of low- and medium- voltage electrical installations (Licence No. 350),
    - ii. Minimum one (1) electrical engineer with the licence of a certified contractor (Licence No. 450),
    - iii. Minimum two (2) electrical fitters having skill level III with minimum three years of working experience.
    - iv. Minimum one (1) driver of the vehicle or a person licensed to operate the vehicle with hydraulic platform.

### **1.3. REQUIREMENTS FOR PARTICIPATION OF SUBCONTRACTORS IN THE PUBLIC PROCUREMENT PROCEDURE**

If the Bidder submits the bid with a subcontractor, pursuant to Article 80 of the Law, the subcontractor must fulfil mandatory requirements referred to in Art.75, §1, points 1-4 of the Law.

### **1.4. REQUIREMENTS FOR PARTICIPATION OF A GROUP OF BIDDERS IN THE PUBLIC PROCUREMENT PROCEDURE**

If the bid is submitted by a group of bidders, each bidder from the group of bidders must individually fulfil the mandatory requirements referred to in Art. 75, §1, points 1-4 of the Law, whereas the additional requirements shall be fulfilled jointly.

The requirement referred to in Art. 75, §1, point 5 of the Law shall be met by the bidder from the group of bidders who has been entrusted with the implementation of the part of the procurement for which the fulfilment of that requirement is mandatory.

## **2. INSTRUCTION ON HOW TO PROVE FULFILMENT OF THE REQUIREMENTS**

### **2.1. MANNER OF PROVING THE FULFILMENT OF MANDATORY REQUIREMENTS**

The bidder shall prove the fulfilment of mandatory requirements for participation in the subject public procurement procedure by submitting the following evidence:

- 1) The requirement referred to in Art.75, §1, point 1 of the Law – Evidence: Excerpt from the Business Registers Agency or an excerpt from the registry of the competent Commercial Court;
- 2) The requirement referred to in Art.75, §1, point 2 of the Law – Evidence: Legal entities : (1) An excerpt from criminal records or a certificate from the Basic Court in the territory of which the seat of local legal entity is situated, or the seat of the representative office or branch office of a foreign legal entity is situated,

confirming that the legal entity has not been convicted of any commercial criminal offence, criminal offences against environment, criminal offence of receiving or offering bribe, criminal offence of fraud; (2) An excerpt from criminal records of the Special Department for Combat Against Organized Crime of the High Court in Belgrade, certifying that the legal entity has not been convicted of any criminal offences of organized crime; 3) An excerpt from criminal records, or police certificate issued by the competent Police Department of the MoI, certifying that the Bidder's legal representative has not been convicted of any commercial criminal offences, criminal offences against environment, criminal offence of receiving or offering bribe, criminal offence of fraud or any of criminal offences of organized crime (an application may be filed according to the place of birth or according to the place of residence of legal representative). If the Bidder has several legal representatives, he shall be required to submit proof for each of them. Entrepreneurs and natural persons: An excerpt from criminal records, or police certificate issued by the competent Police Department of the MoI, certifying that the person has not been convicted of any criminal offences as a member of an organized criminal group, of any commercial criminal offences, criminal offences against environment, criminal offence of receiving or offering bribe, criminal offence of fraud (an application may be filed according to the place of birth or according to the place of residence).

The proof **may not be issued more than two months** before opening the bids;

- 3) The requirement referred to in Art.75, §1, point 4 of the Law – Evidence: Certificate of the Tax Administration of the Ministry of Finance evidencing that it has settled due taxes and contributions and the certificate of the administration in charge of the seat of the Bidder evidencing that it has settled liabilities on the ground of direct local public revenues or the certificate of the Privatization Agency evidencing that the Bidder is not under the privatization procedure.

The proof **may not be issued more than two months** before opening the bids;

- 4) The requirement referred to in Art.75. §2 of the Law – Evidence: Signed and stamped Template of the Statement (the Template of the Statement is included in Chapter XII). The Statement must be signed by the authorized person of the Bidder and stamped with a seal. If the bid is submitted by a group of bidders the Statement must be signed by the authorized persons of each individual bidder from the Group of Bidders and stamped with a seal.

## 2.2. MANNER OF PROVING THE FULFILMENT OF ADDITIONAL REQUIREMENTS

The bidder shall prove fulfilment of additional requirements for participation in the subject public procurement procedure by submitting the following evidence:

- 1) The requirement referred to in Art. 76 of the Law regarding minimum financial capacity – Evidence on financial capacity from a) through c): Financial reports for the last three (3) fiscal years with an opinion by an authorized auditor. Evidence on secured loan under d): Letter of Intent issued by the bank (the Template from Chapter XV of the Tender Documents).
- 2) The requirement referred to in Art. 76 of the Law regarding minimum operational, technical and personnel capacities:
  - a) Evidence of registration to engage in the activity, which is the subject matter of the public procurement: Articles of Association or the Articles of Incorporation.
  - b) Evidence of operational capacity: Filled out and certified template from the Tender Documents evidencing successful completion of reconstruction or refurbishing of public lighting in the period of eight years up to the moment of publishing the public invitation to bid to a minimum cumulative value of RSD 24.670.220,00 , or EUR 200,000.00 (Template 7 from Chapter VII).
  - c) For the technical capacity:
    - i. Evidence of the availability of vehicles is a copy of the traffic licence for a particular vehicle issued in the name of the bidder, or a copy of the vehicle lease agreement for a particular vehicle valid minimum until the end of the Implementation Period or the Guarantee Period under the public contract for which the customer is the bidder, or a copy of the vehicle rental agreement for

a particular vehicle valid minimum until the end of the Implementation Period or the Guarantee Period under the public contract in which the customer is the bidder,

- ii. Evidence of proper operation of a vehicle is a copy of the valid traffic license for the vehicle with a hydraulic platform and a copy of the valid report on inspection of the hydraulic platform issued by the competent institution.

d) For personnel capacity:

- i. Evidence for an electrical engineer with the license for designing of low- and medium- voltage electrical installations (Licence No. 350): a copy of the employment book; a copy of valid application for compulsory social insurance; a copy of the license and the Receipt for the current year, issued by the Serbian Chamber of Engineers;
- ii. Evidence for an electrical engineer with the licence of a certified contractor (Licence No. 450) : a copy of the employment book; a copy of valid application for compulsory social insurance; and a copy of the license issued by the Serbian Chamber of Engineers;
- iii. Evidence for each electrician-fitter: a copy of the employment book; a copy of valid application for compulsory social insurance; a copy of signed and stamped personnel record sheet of employees trained in occupational health and safety; certificate of employee's training and competence in work at high-voltage environment of up to 400 V; certificate on possession and compulsory use of corresponding tools and equipment for work with energized facilities; certificate on possession of psychophysical capabilities for work at height; individual written statement by each employee regarding the received occupational safety means and training and competence in handling of personal and collective safety protection means; official document – statement or certificate issued by competent institution on training and competence of fitters of electrical installations and high-voltage fitters in safe operation at heights – crane operation – handling of hydraulic cage; and a certificate on training and competence in work as a fitter on electricity grids;
- iv. Evidence for the driver: a copy of the employment book; a copy of valid application for compulsory social insurance; a copy of „C“ - category driving licence; a licence for driving a vehicle equipped with hydraulic platform.

### **2.3. MANNER OF PROVING THE FULFILMENT OF REQUIREMENTS BY A GROUP OF BIDDERS**

If the bid is submitted by a group of bidders, the bidder shall provide for each member of the group the stipulated evidence of eligibility referred to in Art.75, §1, points 1-4 of the Law, whereas the evidence referred to in Art. 75, §1, point 5 of the Law shall be submitted by the bidder from the group of bidders who shall be entrusted with implementation of the part of the procurement for which the fulfilment of that requirement is mandatory.

Additional requirements shall be fulfilled by the group of bidders jointly.

### **2.4. MANNER OF PROVING THE FULFILMENT OF REQUIREMENTS BY SUBCONTRACTORS**

If the Bidder submits a bid with a subcontractor, the Bidder undertakes to furnish on behalf of the subcontractor the evidence on fulfilment of the requirements referred to in Art. 75, §1, points 1-4 of the Law and the proof referred to in Art. 75, §1, point 5 of the Law for the part of the procurement which the Bidder shall entrust to the subcontractor.

### **2.5. MANNER OF SUBMISSION OF EVIDENCE ON THE FULFILMENT OF REQUIREMENTS**

The stipulated proofs on fulfilment of requirements may be supplied by the Bidder as uncertified copies, and the Contracting Authority may, before taking a decision on awarding the contract, demand from the Bidder, whose bid was evaluated as the most advantageous according to the report on the public procurement, to present the original documents or certified copies of all or of any of the proofs.



If the Bidder fails to present original or certified copies of requested evidence within the given adequate deadline, which may not be shorter than five days, the Contracting Authority shall reject the bid as unacceptable.

The Bidders registered with the Business Registers Agency need not submit evidence referred to in Art. 75, §1, point 1 of the Law – the Excerpt from the Business Registers Agency, which is publicly available on the Web site of the Business Registers Agency.

The Contracting Authority shall not reject a bid as unacceptable just because it does not contain a certain piece of evidence stipulated in the Tender Documents, where Bidder in its bid inserted the Web site, which contains the requested data and which is publicly available.

Where evidence on the fulfilment of requirements is a document in electronic format, the Bidder shall supply a hard copy of the electronic document, in accordance with the law governing electronic documents, unless the Bidder submits an electronic bid, where the evidence is delivered in original electronic format.

Where the state of the Bidder's registration of the seat does not issue the requested evidence, instead of the evidence the Bidder may submit its written statement, given subject to criminal and material liability and certified by the Court or administrative body, public notary, or another competent body of that state.

Where the bidder has its registered seat in another state, the Contracting Authority may verify whether the documents by which the Bidder proves the fulfilment of requested requirements were issued by competent authorities of that state.

The bidder shall inform the Contracting Authority, in writing and without delay, of any change concerning the fulfilment of requirements for participation in the public procurement procedure, which occurs before the decision on the contract award is made or before the contract is signed or during the currency of the contract on public procurement, and shall document such change in the prescribed manner.

## VI INSTRUCTIONS TO BIDDERS ON HOW TO PREPARE THE BID

### 1. LANGUAGE IN WHICH THE BID HAS TO BE PREPARED

The Bidder shall submit its bid in the Serbian language.

The public procurement procedure shall be conducted in the Serbian language.

All the documents, private or public, the original language of which is not Serbia, must be translated in the Serbian language, certified by a court translator and SUBMITTED with a copy in the original language.

All the documents that are deemed to be public documents, according to the Hague Convention, dated 05/10/1961, which are issued by foreign states, must be certified by the Consulate of the State of the Bidder or of a participant in the Joint Bid or submitted with the "Appostille" stamp, so that their authenticity is confirmed. This obligation is particularly related to: (i) the documentation issued by a body or an officer of a judicial body of the state, (ii) administrative documentation, (iii) documentation of a public notary, and (iv) official certificates, such as the Certificate of Registration, Certification by date and signature on private documents.

### 2. MANNER IN WHICH THE BID HAS TO BE PREPARED

The Bidder shall submit its bid directly or by mail, in a sealed envelope or parcel, sealed in such a manner that at the time of opening of the bids it can be established with certainty that it is opened for the first time.

The Bidder's name and address shall be written on the back of the envelope or the parcel.

In the case where the bid is submitted by a group of bidders, it shall be necessary to indicate on the envelope that a group of bidders is in question and to specify names and addresses of all the participants in the joint bid.

The bid shall be submitted to the address of: the Municipality of Vrbas, #89, Maršala Tita Street, bearing the words: „**Bid for Public Procurement of Energy Service for a Part of the Public Lighting System of the Municipality of Vrbas under Public-Private Partnership, PP No. 401-1-24/2016 – DO NOT OPEN**". The bid shall be considered timely if received by the Contracting Authority before the deadline on **29/07/2016 up to 11:30 hours**. Opening of bids will be made on the same day at **12:00**.

Upon receipt of the bid, the Contracting Authority shall mark on the envelope or on the parcel in which the bid is enclosed, the time of receipt and register the number and the date of the bid according to the sequence of arrivals. If the bid is delivered directly, the Contracting Authority shall hand over acknowledgement of the bid's receipt to the bidder. The Contracting Authority shall specify in the acknowledgment of receipt the date and hour of receiving the bid.

The bid, which was not received by the Contracting Authority within the deadline specified for submission of the bids, or the bid received after the end of the day and the hour set in the deadline for submission of bids, shall be considered untimely.

The bid shall be prepared by eligible filling out of templates, which form integral parts of these Tender Documents. Filled out templates for the bid shall be signed by the authorized person and certified by the stamp of the Bidder.

The electronic versions of the Templates 6, 8, 9, 10, 11, and 12 can be found on the Web site of the Contracting Authority: <http://javnenabavke.vrbas.net/> and on the Portal of the Public Procurement Administration <http://portal.ujn.gov.rs/>.

A bid shall be deemed complete, if it includes:

**I. The filled out BID FORM from the Tender Document**, consisting of the following templates:

- Template 1 – GENERAL INFORMATION ON THE BIDDER
- Template 2 – THE BID SUBMITTED BY
- Template 3 – DATA ON THE SUBCONTRACTOR
- Template 4 – DATA ON A PARTICIPANT IN THE JOINT BID, in case of a joint bid
- Template 5 – FULFILLMENT OF REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT
- Template 6 – FINANCIAL DATA OF THE BIDDER FOR THE LAST THREE FISCAL YEARS
- Template 7 – EXPERIENCE IN CARRYING OUT OF WORKS ON PUBLIC LIGHTING
- Template 8 - BID FORM
- Template 9 – TEMPLATE FOR PRICE STRUCTURE, disclosed through net present value of total costs of the PPP Contract
- Template for costs of compilation of the bid
- Template for the statement of having independent bid
- Template for the statement of adherence to the obligations referred to in Art. 75, §2 of the PP Law
- Template for the statement on securing of sources of financing of the subject matter of public-private partnership.

**II. Compulsory ATTACHMENTS to the BID FORM**, consisting of:

- **Documentation evidencing fulfilment of mandatory requirements** for participation in the public procurement procedure in line with Art. 75 of the Public Procurement Law
- **Documentation evidencing fulfilment of additional requirements** for participation in the public procurement procedure in line with Art. 76 of the Law, which are related to the **financial, operational, technical, and personnel capacities**, on the basis of points 1.2 and 2.2 in Chapter V of the Tender Documents
- **Preliminary Technical Solution** containing description of the way in which the Bidder plans to fulfil its contractual obligations
- **Preliminary Financial Plan**, which presents expectations and conditions of future business operation of the Bidder and contains the following templates:
  - Template 10 Basic capital expenditure
  - Template 11 Total costs of the PPP project
  - Template 12 Income statement and cash flow of the Bidder
- **Bid bond** amounting to 10% of the total remuneration in the course of the term of the contract (Total annual remuneration under 6 c) multiplied by the Offered duration of the Guarantee Period under 26 in the Template 8 - BID FORM)
- **Letter of Intent of a financial institution** upon review of the Bidder's application for crediting the reconstruction of the public lighting of the Municipality of Vrbas
- **Letter of Intent of a financial institution** to issue performance bonds to the Bidder in compliance with Article 11 of the Model Contract
- **Filled out and signed Model Contract** on energy service for a part of the public lighting system of the Municipality of Vrbas under public-private partnership

### 3. LOTS

This public procurement does not include any lots.

### 4. BID WITH VARIANTS

Submission of a bid with variants is not allowed.

### 5. METHOD OF AMENDING, SUPPLEMENTING, AND RETRACTING A BID

Within the deadline for submitting of bids, a Bidder may amend, supplement or retract his bid in the manner that is determined for submittal of bids.

The bidder shall clearly indicate which part of the bid shall be amended and/or which documents shall be subsequently submitted by him.

An amendment, supplement or retraction of a bid shall be submitted to the address: .....[specify the name and address of the Contracting Authority], with the indication:

**„Amendment of the bid for public procurement of energy service for a part of the public lighting system of the Municipality of Vrbas under public-private partnership, PP No. 401-1-24/2016 - DO NOT OPEN” or**

**„Supplement to the bid for public procurement of energy service for a part of the public lighting system of the Municipality of Vrbas under public-private partnership, PP No. 401-1-24/2016 - DO NOT OPEN” or**

**„Retraction of the bid for public procurement of energy service for a part of the public lighting system of the Municipality of Vrbas under public-private partnership, PP No. 401-1-24/2016 - DO NOT OPEN” or**

**„Amendment of/supplement to the bid for public procurement of energy service for a part of the public lighting system of the Municipality of Vrbas under public-private partnership, PP No. 401-1-24/2016 - DO NOT OPEN”.**

On the back of the envelope or on the parcel, the name and the address of the Bidder shall be specified. In case a bid is submitted by a group of bidders, on the envelope, it shall be indicated that the bid is submitted by a group of bidders and the names and addresses of all the participants in the joint bid shall be indicated.

Upon expiry of the deadline for submittal of bids, a Bidder may not retract or amend its bid.

### 6. PARTICIPATION IN A JOINT BID OR AS A SUBCONTRACTOR

A bidder may submit only one bid.

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

In the Bid Form (Chapter VII), the Bidder shall specify in which way it shall submit the bid, or whether it is submitting the bid individually, or as a joint bid, or it is submitting the bid with a subcontractor.

### 7. BID WITH A SUBCONTRACTOR

If a bidder is submitting a bid with a subcontractor, he shall, in the Bid Form (Chapter VII), specify that it is submitting the bid with a subcontractor, the percentage of the total value of the procurement to be entrusted to the subcontractor, which may not exceed 50%, as well as the part of the subject matter of procurement to be carried out through the subcontractor.

In the Bid Form, the Bidder shall specify the name and the seat of the subcontractor and the percentage of the total value of the procurement, the partial performance of which it shall entrust to the subcontractor.

If the contract on public procurement is concluded between the Contracting Authority and the Bidder who is submitting the bid with a subcontractor, that subcontractor shall also be specified in the contract on public procurement.

A bidder shall, concerning the subcontractors, submit evidence of their meeting of the requirements stipulated in Chapter V of the Tender Documents, in line with the Instruction on how to prove meeting of the requirements.

A bidder shall be fully accountable to the Contracting Authority for fulfilment of obligations from the public procurement procedure, and/or for fulfilment of contractual obligations, irrespective of the number of subcontractors.

A bidder shall enable to the Contracting Authority, at the latter's request, access to the subcontractor, for the purpose of establishing of the latter's meeting of the requested requirements.

## **8. JOINT BID**

A bid may be submitted by a group of bidders.

If the bid is submitted by a group of bidders, an integral part of the joint bid must be an agreement by which the bidders from the group mutually and with respect to the Contracting Authority undertake to perform the public procurement, and which must contain the data referred to in Art. 81 §4, points 1 and 2 of the Law, specifically the data on:

- The member of the group who shall be the leading bidder, or who shall submit the bid and who shall represent the group of bidders before the Contracting Authority,
- The assignments of each of the bidders from the group of bidder in performance of the contract,
- The Bidder who shall submit a collateral instrument in the name of the group of bidders,
- The Bidder who shall issue invoices.

A group of bidders shall submit all the evidence of their meeting of the requirements stipulated in Chapter V of the Tender Documents, in compliance with the Instruction on how to prove meeting of the requirements.

Bidders from a group of bidders shall have unlimited joint and several liability towards the Contracting Authority.

A cooperative may submit a bid individually, in its own name, and for the account of the cooperative members or a joint bid in the name of the cooperative members.

If a cooperative submits a bid in its own name, concerning the obligations from the public procurement procedure and the contract on public procurement, the cooperative and the cooperative members shall be accountable in compliance with the law.

If a cooperative is submitting a joint bid in the name of the cooperative members, concerning the obligations from the public procurement procedure and the contract on public procurement, the cooperative members shall have unlimited joint and several liability.

## **9. METHOD AND TERMS OF PAYMENT, GUARANTEE PERIOD, AS WELL AS OTHER CIRCUMSTANCES ON WHICH ACCEPTABILITY OF A BID DEPENDS**

### **9.1. Requirements with respect to the method, time and terms of payment**

During the Preparatory Period and the Implementation Period, the costs of implementing the ESMs (hereinafter: ESMs) shall be completely financed by the Bidder, or the Contractor (hereinafter: the Contractor) and, therefore, it shall not be required to provide any funds for payments from the budget of the Contracting Authority.

Throughout the Guarantee Period (which starts after acceptance of the Site Diary in the Implementation Period) the Contractor, based on executed obligations from the bid and from the contract, shall become entitled to remunerations which the Contracting Authority shall be obligated to pay. The Contractor's remunerations shall consist of the Basic Remuneration, Operating and Preventive Maintenance Remuneration and Additional Remuneration, as stipulated under Article 10 of the Model Contract (Chapter VIII).

Throughout the Guarantee Period, the Contractor, in case of failure to meet obligations from the bid and the contract, shall pay Compensation to the Contracting Authority. The Compensation may consist of the Penalty in case of unrealized Guaranteed Savings in the Accounting Period i.e. in the Guarantee Period and the Penalty in case of poor quality of maintenance in compliance with Article 10 of the Model Contract (Chapter VIII).

### **9.1.1. Remunerations and Penalties**

**Annual basic remuneration** is defined on the basis of Annual Guaranteed Saving stated in the Contractor's bid. The Contractor has become entitled to Annual Basic Remuneration if, due to the implementation of the ESMs in the part of the PL system it has achieved the Guaranteed Saving stipulated in the bid, as demonstrated by applying the Measurement and Verification Plan (hereinafter: the M&V Plan), in compliance with Art. 10.2 of the Model Contract.

**Annual Remuneration for Operating and Preventive Maintenance** is stipulated in the bid of the Contractor, in accordance with Art. 10.3 of the Model Contract.

**Additional remuneration** shall amount to 50% of the realized Additional Saving in the Accounting Period, as demonstrated by the implementation of the M&V Plan and as regulated in Article 10.4 of the Model Contract (Chapter VIII).

**The Penalty for unrealized Guaranteed Savings** is the amount which is twice higher than the amount of unrealized Guaranteed Savings from the bid, as regulated in Article 10.5 of the Model Contract (Chapter VIII).

**The Penalty for poor quality of Operating and Preventive maintenance** shall be established on the basis of the number of defective lamps, above the allowable maximum, and double costs of annual maintenance per lamp based on the bid of the Contractor, as regulated in Article 10.6 of the Model Contract (Chapter VIII).

### **9.1.2. Methodology for establishing achieved Energy Savings and Financial Savings**

Whether the Guaranteed Savings have been achieved shall be established for each Accounting Period (the period of 12 calendar months in the course of the Guarantee Period) on the basis of the submitted annual report for M&V, which shall be prepared in compliance with the M&V Plan and Art. 7.11 of the Model Contract.

The bid must contain a proposed M&V Plan as a detailed description of the methodology for calculation of Energy Savings and Financial Savings for all the ESMs.

### **9.1.3. Reference energy price**

The reference energy price in the course of the implementation of the Model Contract (Chapter VIII) shall be the net price, which is applied in these Tender Documents for electricity of RSD 6,0319 (EUR 0.0489 at the exchange rate of RSD 123,3511 to EUR 1) for 1kWh. It shall not include VAT, but shall include all the fees and other costs, included in the calculation of energy prices by the Energy Supplier.

The reference energy price shall remain constant throughout the Guarantee Period. Thus, Energy price variations during the Guarantee Period shall have no impact on the calculation of the Contractor's performance and its remunerations. The same shall apply for the changes in applicable taxes (with the exception of VAT) that refer to energy consumption, if the same are included in the Reference Energy Prices.

#### **9.1.4. Payment of remuneration**

From the commencement of the Guarantee Period, the Contractor shall be entitled to receive the Basic Remuneration and the Remuneration for Operating and Preventive Maintenance.

For each Accounting Period in the duration of 12 months during the Guarantee Period, the payment of an advanced remuneration shall be made at the end of each month, in the amount of one twelfth of the Annual Basic Remuneration and Remuneration for Operating and Preventive Maintenance (Art. 10.2 and 10.3 of the Model Contract in Chapter VIII), increased for VAT and excluding any other claims.

At the end of the Accounting Period, the Contractor shall submit the Annual M&V Report in compliance with the M&V Plan. On the basis of the submitted Annual M&V Report, the obligation to pay the Additional Remuneration or Penalties shall be established, as regulated in Articles 10.2 of the Model Contract (Chapter VIII).

If the Financial Saving in the Accounting Period equals the Annual Guaranteed Saving, as demonstrated in the Annual Report, it shall be deemed that the Guaranteed Saving has been achieved and the Bidder shall be entitled to the annual **Basic Remuneration** for the Accounting Period.

Where there are discrepancies between the calculated and admeasured energy savings, as a part of the Annual Guaranteed Saving, as demonstrated in the Annual M&V Report, the following rule shall apply:

- In case the discrepancy is within the range of plus/minus 5%, the Contractor shall not be entitled to the Additional Remuneration, nor shall it be obligated to pay the Penalties.
- If the admeasured Energy Saving is lower than the calculated Energy Saving in excess of 5%, the Contractor shall pay the Penalties in accordance with Art. 10.5.
- If the admeasured Energy Saving is higher than the calculated Energy Saving by over 5%, the Contractor shall be entitled to Additional Remuneration in accordance with Art. 10.4.

The Contractor shall pay Penalties for poor quality of maintenance after the Reporting Period, within 15 days after the Contracting Parties confirm that the Contractor has not attained the minimum number of proper operating lamps in compliance with Articles 5.8 and 10.6 of the Model Contract (Chapter VIII).

The Contracting Authority agrees, as regulated in Article 10.9 of the Model Contract:

- To pay all the due indisputable liabilities within 15 days from the date of receipt of the invoice from the Contractor;
- To pay to the Contractor an interest on indisputable liabilities, which are not paid within 15 days from the date of receipt of the invoice, to the amount established by the law governing default interest;
- That the Contractor shall be entitled to request from the Contracting Authority compensation for delay in meeting the indisputable liabilities to the amount established by the law regulating deadlines for settling of liabilities in commercial transactions between legal entities from public sector and private sector.

## **9.2. Requirements with respect to the Guarantee Period**

The guarantee for energy services for a part of the public lighting system of the Municipality of Vrbas under public-private partnership shall be in compliance with the provisions of Article 7.13 and Article 8 of the Model Contract (Chapter VIII).

The Bidder shall guarantee to the Contracting Authority for good performance and for proper functioning of items under the Model Contract (including, but not limited to installations, parts thereof, and installed equipment), as well as that the works and items: (a) are new and of good quality; (b) that they do not have deficiencies in design, materials or workmanship; and (c) that they are adequate for the purpose.

The Bidder shall guarantee to Contracting Authority for good performance and for proper functioning of items from the moment of commencement of the Guarantee Period and up to the end of the Contractual Period. In case of replacement of equipment, the newly installed equipment must be at least of the same quality as the one that has been replaced and shall be the subject of the guarantee given in compliance with Art. 11.1.1 and 11.1.2 of the Model Contract (Chapter VIII).

Three months before the end of the Contractual Period, the Contracting Parties shall jointly inspect the ESMs. At the moment of inspection, all the installed ESMs must have 25% of the service life envisaged by the instructions of the manufacturers.

### **9.3. Requirement with respect to the deadline for provision of energy service**

The deadline for provision of the subject energy service shall be determined according to the phases of performance of the Model Contract (Chapter VIII) based on the bidder's bid, provided that:

- The Preparatory Period and the Implementation Period combined shall not exceed 6 months from the date of conclusion of the contract;
- The Guarantee Period shall not exceed 10 years, calculated from the end of the Implementation Period until the end of the Contractual Period;
- The overall duration of the contract shall not be less than 5 years.

### **9.4. Requirement with respect to the period of validity of a bid**

The period of validity of a bid may not be shorter than 60 days as of the date of opening of bids.

In case of expiry of the validity period of a bid, the Contracting Authority shall request from the bidder, in writing, to extend the validity of the bid.

The bidder who accepts the request for extension of the period of validity of the bid may not amend the bid.

## **10. CURRENCY AND THE MANNER IN WHICH THE PRICE MUST BE QUOTED AND DISCLOSED IN A BID**

### **10.1. Currency**

A price may be quoted in RSD (dinars or Euros (hereinafter: EUR).

For conversion of a price, quoted in Euros, into dinars, the medium rate of exchange of the National Bank of Serbia (hereinafter: the NBS on the date when the opening of bids starts shall be used.

### **10.2. Method of quoting a price in a bid**

The price must be disclosed as the **Net present value of total costs - NPV(C)**, without value-added tax, during the contracted period as stipulated in the bid, in accordance with Art. 21 of the Law on Public-private Partnership and Concessions (*Official Gazette of RS* Nos. 88/11 and 15/16).



The price must include:

- Present value of total Annual Basic Remuneration and Maintenance Remuneration in favour of the Bidder during the Guarantee Period, without VAT - PV(C)
- Present value of total Guaranteed Financial Savings in favour of the Contracting Authority during the Guarantee Period, without VAT - PV(R)

The price calculation shall be made according to the formula:

$$NPV(C) = PV(C) - PV(R)$$

A discount rate of 7.25% shall be applied for the price calculation.

For calculation of the price, the Template for Price Structure based on the bid shall be used, which forms an integral part of the Tender Documents (Template 9 in Chapter IX).

The price is fixed and shall not be subject to any changes.

If an unusually low price is disclosed in a bid, the Contracting Authority shall act in compliance with Article 92 of the Law.

#### **11. PROVISION OF CORRECT DATA ON TAX LIABILITIES, ENVIRONMENTAL PROTECTION, PROTECTION IN EMPLOYMENT, WORKING CONDITIONS, ETC., REGARDING EXECUTION OF A PUBLIC PROCUREMENT CONTRACT**

The data on tax liabilities can be obtained in the Tax Administration of the Ministry of Finance and Economy.

The data on environmental protection can be obtained in the Environmental Protection Agency, in the Ministry of Agriculture and Environmental Protection, and in the Provincial Secretariat for Urban Development, Construction and Environmental Protection of the AP of Vojvodina.

The data on protection in employment and working conditions can be obtained in the Ministry of Labour, Employment and Social Policy and in the Provincial Secretariat of Economy, Employment and Gender Equality of the AP of Vojvodina.

The data on fulfilled requirements concerning occupational safety and health can be obtained from the competent Labour Inspectorate.

#### **12. DATA ON THE TYPE, CONTENTS, METHOD OF SUBMISSION, AMOUNTS AND DEADLINES FOR COLLATERALS SECURING FULFILMENT OF OBLIGATIONS OF A BIDDER**

Along with the bid, the bidder shall submit the **bid bond** amounting to **10 %** of the **total remuneration during the term of the contract** (disclosed in the Bid Form in Chapter IX of the Tender Documents). The **bank guarantee** shall be submitted for the purpose of protection of the Contracting Authority against the risk of desisting from the submitted bid or desisting from the conclusion of the contract by the selected Bidder.

The Bidder shall, not later than within fifteen (15) days as of the date of signing of the Model Contract (Chapter VIII) submit the **performance bond** amounting to **10%** of the amount of the Guaranteed Savings for the purpose of securing of carrying out of the activities in the Preparatory Period and the Implementation Period from the contract. The performance bond shall be valid until the completion of the Implementation Period.

The Bidder shall, not later than on the date of commencement of the Guarantee Period from the Model Contract (Chapter VIII), submit the **performance bond** amounting to **5%** of the amount of the Guaranteed Saving for the purpose of securing the realization of the guaranteed savings and of securing of payment of

penalties in case the guaranteed savings are not realized during the Guarantee Period. The validity of the performance bond shall expire one month after the expiration of the Guarantee Period.

Along with the bid, the Bidder shall submit the **Letter of Intent of a financial institution** to issue the above bank guarantees/bonds to the Bidder in compliance with Article 11 of the Model Contract (Chapter VIII).

### **13. PROTECTION OF CONFIDENTIALITY OF DATA MADE AVAILABLE BY THE CONTRACTING AUTHORITY TO BIDDERS, INCLUDING THEIR RESPECTIVE SUBCONTRACTORS**

The subject procurement does not contain any confidential information to be made available by the Contracting Authority.

### **14. ADDITIONAL INFORMATION RELATED TO THE PREPARATION OF A BID**

An interested person may, in writing, by mail, to the address of the Contracting Authority, the Municipality of Vrbas, #89, Maršala Tita Street, by E-mail to: the E-mail address: javne.nabavke@vrbas.net or by fax to the number: 021/705-990, request from the Contracting Authority additional information or clarifications related to the preparation of the bid, not later than 5 (five) days prior to the expiry of the deadline for submittal of the bid.

The Contracting Authority shall submit to the interested person, within 3 (three) days from the date of receipt of the request for additional information or clarifications of the Tender Documents, the answer in writing and at the same time, it shall post such information on the Public Procurement Portal and on its own Web page.

Additional information or clarifications shall be sent with the note „Request for additional information or clarifications of the Tender Documents, PP No. 401-1-24/2016“.

If the Contracting Authority amends or supplements the Tender Documents within 8 or less days prior to the expiry of the deadline for submittal of bids, it shall extend the deadline for submittal of bids and publish the notification on extension of the deadline for submittal of bids.

Upon expiry of the deadline envisaged for submittal of bids, the Contracting Authority may not change or supplement the Tender Documents.

Requesting of additional information or clarifications related to the preparation of a bid over the telephone shall not be allowable.

Communication in a public procurement procedure shall be exclusively in the manner determined by Article 20 of the Law.

### **15. ADDITIONAL EXPLANATIONS BY THE BIDDER AFTER THE OPENING OF BIDS AND CONTROL WITH THE BIDDER AND/OR HIS SUBCONTRACTOR**

After the opening of bids, the Contracting Authority may, on the occasion of professional valuation of bids, request additional explanations from a bidder in writing, which will help it in the review, evaluation, and comparison of bids, and may exercise control (insight in) with the bidder, and/or his subcontractor (Article 93 of the Law).

If the Contracting Authority deems that additional explanations are required or that it is necessary to exercise control (insight in) with the Bidder, and/or his subcontractor, the Contracting Authority shall give the Bidder an appropriate deadline to act upon the invitation of the Contracting Authority, and/or to enable the Contracting Authority the control (insight in) with the Bidder, as well as with his subcontractor.

The Contracting Authority may, with the consent of the Bidder, make corrections of computational errors identified on the occasion of review of the bid upon the finalized opening procedure.

In case of a difference between a unit and a total price, the unit price shall be binding.

If the Bidder does not agree with the correction of computational errors, the Contracting Authority shall reject its bid as unacceptable.

## 16. CRITERIA FOR AWARD OF THE CONTRACT

The winning bid shall be selected by applying the criteria of the **economically most advantageous bid**.

The elements of the criteria for award of the contract are:

- **Price**, disclosed through **Net Present Value of total costs of the contract** in Dinars or in Euros, calculated according to the instruction in Chapter VI point 10 of the Tender Documents;
- **Guaranteed savings in annual consumption of electricity in kWh**, which is specified by the Bidder in the Bid Form (Template No. 8 in Chapter VII of the Tender Documents) as its own bid.

Relative importance of the elements of the criteria for award of the contract is:

- Net present value of total costs of the contract (**NPV(C)**) can yield maximum **85 weights**
- Guaranteed savings in annual consumption of electrical energy (**GUEE**) can yield maximum **15 weights**

The bids shall be evaluated by applying the following formula:

$$\text{VEK1} = \text{NPV(C) the lowest offered} / \text{NPV(C) offered} \times 85$$

$$\text{VEK2} = \text{GUEE offered} / \text{GUEE the highest offered} \times 15$$

$$\text{UVP} = \text{VEK1} + \text{VEK2} + \text{VEK3}$$

**The total value of each bid (UVP)** shall be calculated as the sum of weighted Net Present Value of the costs of the contract (VEK1) as compared to the lowest offered, of weighted Guaranteed savings in annual consumption of electric energy (VEK2) as compared to the highest offered, and of weighted Guaranteed Saving in the annual consumption of electricity (VEK2) as compared to the highest offered one.

If the quoted present value of the total Guaranteed Annual Saving in the operating costs for the PL in favour of the Contracting Authority is higher than the present value of the total remuneration, in such a case the net present value of total costs of the contract NPV(C) shall be negative, due to higher total revenues than expenditures of the Contracting Authority. In such a case, when evaluating bids, the amount of the highest negative net present value of the total costs of the contract shall be subtracted from the net present value of total costs of the contract of all the other bids. Thereby the lowest net present value of total costs of the contract shall be valued with 85 weights, and the other bids shall be evaluated with respect to it as the most favourable one.

**Bids shall be evaluated** on the basis of the amount of GUEE expressed in kWh under item 5a and the amount of NPV(C) under item 8 in the Bid Form (Template No. 8 in Chapter VII), with simultaneous control of calculations made in the Template of the price structure based on the bid (Template No. 9 in Chapter IX of the Tender Documents).

**The best bid** shall be the one that has the highest calculated total value of the bid (UVP). The other bids shall be ranked according to the descending order of a bid's value as compared to the best bid.

## 17. ELEMENTS OF CRITERIA FOR CONTRACT AWARD WHERE THERE ARE TWO OR MORE BIDS WITH EQUAL NUMBER OF WEIGHTS

If two or more bids have the same Total Bid Value, the bid selected as the most advantageous shall be the bid of the bidder that has offered the highest Guaranteed Savings in the annual consumption of electricity.

## **18. COMPLIANCE WITH OBLIGATIONS THAT RESULT FROM VALID REGULATIONS**

The bidder shall, within its bid, submit a statement given under criminal and material responsibility that it has complied with all the obligations that result from valid regulations on occupational safety, employment and working conditions, environmental protection, and that it does not have a ban to engage in the activity that is in force at the time of submittal of the bid. (Template of the Statement is in Chapter XII of the Tender Documents).

## **19. USE OF PATENTS AND LIABILITY FOR INFRINGEMENT OF PROTECTED INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES**

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

## **20. METHOD AND DEADLINE FOR FILING OF THE REQUEST FOR PROTECTION OF RIGHTS OF BIDDERS**

A request for protection of rights may be filed by a bidder, and/or by any interested person having interest in the award of the contract in the concrete public procurement procedure, which has suffered or could suffer damage because of an action of the Contracting Authority in contravention of the provisions of the PPL.

**A request for protection of rights shall be filed to the Contracting Authority, and at the same time it shall be submitted to the Republic Commission** for protection of rights in public procurement procedures (hereinafter: the Republic Commission).

A request for protection of rights shall be submitted to the Contracting Authority directly, by electronic mail to the E-mail: [javne.nabavke@vrba.net](mailto:javne.nabavke@vrba.net), by fax to the number: 021/705-990 or by registered mail with return receipt. A request for protection of rights may be filed in the course of the entire public procurement procedure, against any act of the Contracting Authority, unless the PPL stipulates otherwise. The Contracting Authority shall notify all the participants in the public procurement procedure about the submitted request for protection of rights, or shall post the notification about the submitted request on the Public Procurement Portal and on its own Web page, not later than within two days as of the date of receipt of the request.

If a request for protection of rights contests the type of procedure, the content of the invitation to bid or the tender documents, the request shall be deemed to be timely if received by the Contracting Authority within maximum seven days prior to the expiry of the deadline for submitting of bids, irrespective of the method of submittal, and if the claimant submitting the request has pointed out to the Contracting Authority, in line with Art. 63 § 2 of the PPL, possible flaws and irregularities, and the Contracting Authority has failed to eliminate the same.

A request for protection of rights contesting the actions of the Contracting Authority prior to the expiry of the deadline for submittal of bids, and after the deadline from the above paragraph, shall be deemed to be timely if submitted not later than prior to the deadline for submittal of bids. After making the decision on award of the contract referred to in Art.108 of the PPL or the decision to cancel the public procurement procedure referred to in Art.109 of the PPL, the deadline for submittal of requests for protection of rights shall be 10 days from the posting of the decision on the Public Procurement Portal.

A request for protection of rights may not contest acts of the Contracting Authority performed in the public procurement procedure if the claimant knew or could have known the reasons for its submittal prior to the expiry of the deadline for submittal of bids, and the claimant did not submit it prior to the expiry of that deadline.

If, within the same public procurement procedure, a request for protection of rights is submitted again by the same claimant, such a request may not contest acts of the Contracting Authority the claimant was aware of or could have been aware of on the occasion of submittal of the previous request.

A request for protection of rights shall not stop further activities of the Contracting Authority in the public procurement procedure in compliance with the provisions of Article 150 of the PPL.

A request for protection of rights must contain:

- 1) The name and address of the claimant and the contact person;
- 2) The name and address of the Contracting Authority;
- 3) Data on the public procurement, which is the subject matter of the request, and/or on the decision of the Contracting Authority;
- 4) Violations of the regulations governing a public procurement procedure;
- 5) Facts and evidence proving violations;
- 6) The receipt of the payment of the stamp duty referred to in Article 156 of the PPL;
- 7) Signature of the claimant.

A valid evidence of the stamp duty payment made, in compliance with the Instructions for payment of the stamp duty for submittal of requests for protection of rights made by the Republic Commission, posted on the Web site of the Republic Commission, by virtue of Article 151 paragraph 1 point 6) of the PPL, shall be:

1. **The receipt of the payment of the stamp duty** referred to in Article 156 of the PPL, which contains the following elements:

- (1) It has been issued by a bank and contains the seal of the bank;
- (2) It is an evidence of the stamp duty payment made, which means that the receipt must contain the datum that the stamp duty payment order, or the money transfer order has been realized, as well as the date of execution of the order.

\*The Republic Commission may have insight in the relevant statement of the record account submitted by the Ministry of Finance – the Treasury Administration and in such a way additionally check whether the transfer order has been realized.

- (3) The amount of the stamp duty referred to in Article 156 of the PPL, which is paid – RSD 120,000;
- (4) The account number: 840-30678845-06;
- (5) Payment code: 153 or 253;
- (6) Reference to No.: Data on the number or mark of the public procurement related to which the request for protection of rights is submitted;
- (7) Purpose of payment: The request for protection of rights; the Municipality of Vrbas; the public procurement of Energy Service for a Part of the Public Lighting System of the Municipality of Vrbas under Public-Private Partnership, PP No. 401-1-24/2016;
- (8) Beneficiary: the budget of the Republic of Serbia;

(9) The name of the payer or the name of the claimant submitting the request for protection of rights for which the payment of the stamp duty has been made;

(10) Signature of the authorized person of the bank, **or**

2. **Payment order**, the first copy, certified by the signature of the authorized person and by the seal of a bank or a post office, which also contains all the other elements from the receipt of the payment of the stamp duty specified under point 1 above, **or**
3. **A certificate issued by the Republic of Serbia, the Ministry of Finance, the Treasury Administration**, signed and certified by the seal, which contains all the elements from the receipt of the payment of the stamp duty specified under point 1 above, except for those specified under (1) and (10), for the claimants for protection of rights, which have their accounts opened within the consolidated Treasury account, which is kept in the Treasury Administration (beneficiaries of budgetary funds, beneficiaries of funds of the mandatory social insurance organizations, and other beneficiaries of public funds), **or**
4. **A certificate issued by the National Bank of Serbia**, which contains all the elements from the receipt of the payment of the stamp duty specified under point 1 above, for the claimants of the requests for protection of rights (banks and other subjects), which have their accounts opened with the National Bank of Serbia.

The procedure of protection of the rights of bidders is regulated by the provisions of Art.138 - 166 of the PPL.

## **21. THE DEADLINE WITHIN WHICH THE CONTRACT SHALL BE CONCLUDED**

A public procurement contract shall be concluded with the Bidder who has been awarded the contract within 8 days as of the date of expiry of the deadline for submitting the request for protection of rights referred to in Article 149 of the Law.

If only one bid has been submitted, the Contracting Authority may conclude the contract prior to the expiry of the deadline for submittal of the request for protection of rights, in compliance with Art.112, §2, point 5 of the Law.

## VII BID FORM

The bid No. \_\_\_\_\_ dated \_\_\_\_\_ for the public procurement of energy service for a part of the public lighting system of the Municipality of Vrbas under public-private partnership without elements of a concession, PP No. 401-1-24/2016.

### 1. GENERAL DATA ON THE BIDDER

Name of the bidder:	
Address of the bidder:	
Official registration number of the bidder:	
Tax identification number of the bidder (TIN):	
Name of the contact person:	
Electronic address of the bidder (E-mail):	
Telephone:	
Facsimile:	
Number of the Bidder's account and name of the bank:	
Person authorized to sign contracts	

### 2. THE BID IS SUBMITTED:

<b>A) INDIVIDUALLY</b>
<b>B) WITH A SUBCONTRACTOR</b>
<b>C) AS A JOINT BID</b>

**Note:** Encircle the method of submitting the bid and enter the data on the subcontractor, if the bid is submitted with a subcontractor, or enter the data on all the participants of a joint bid, if the bid is submitted by a group of bidders

### 3. DATA ON THE SUBCONTRACTOR

1)	Name of the Subcontractor:	
	Address:	
	Official registration number:	
	Tax identification number:	
	Name of the contact person:	
	Percentage of the total value of the procurement to be executed by the Subcontractor:	
	The part of the subject matter of the procurement to be executed by the Subcontractor:	
2)	Name of the Subcontractor:	
	Address:	
	Official registration number:	
	Tax identification number:	
	Name of the contact person:	
	Percentage of the total value of the procurement to be executed by the Subcontractor:	
	The part of the subject matter of the procurement to be executed by the Subcontractor:	

**Note:** The Table „Data on Subcontractor“ shall be filled out only by those bidders who submit the offer with a subcontractor and, if there is a bigger number of participants in a joint bid than the space provided in the Table, the specified Form should be copied in a sufficient number of copies, filled out and submitted for every subcontractor.

#### 4. DATA ON A PARTICIPANT IN A JOINT BID

1)	Name of the participant in the joint bid:	
	Address:	
	Official registration number:	



	Tax identification number:	
	Name of the contact person:	
2)	Name of the participant in the joint bid:	
	Address:	
	Official registration number:	
	Tax identification number:	
	Name of the contact person:	
3)	Name of the participant in the joint bid:	
	Address:	
	Official registration number:	
	Tax identification number:	
	Name of the contact person:	

**Note:** The Table „Data on Participant in a Joint Bid “shall be filled out only by those bidders who submit a joint bid and, if there is a bigger number of participants in a joint bid than the space provided in the Table, the specified Form should be copied in a sufficient number of copies, filled out, and submitted for every bidder participating in a joint bid.

## 5. COMPLIANCE WITH THE REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT

Requirement and proof Pursuant to Art.75 and Art. 76 of the Law		Date/Number	Submitted evidence
1.	<b>That it is registered with competent body or registered in the relevant register</b>		
	Excerpt from the Business Registers Agency		
	Excerpt from the register of the competent Commercial Court		
2.	<b>That the Bidder or its legal representative has not been convicted of any of the criminal offences</b>		
	Excerpt from criminal records or certificate from the Basic Court		
	Excerpt from criminal records of the Special Department for Combat Against Organized Crime of the High Court in Belgrade		
	Excerpt from criminal records or certificate from the competent Police		

	Department of the MoI		
<b>3.</b>	<b>That the Bidder has settled due taxes, contributions, and other public levies in compliance with regulations of the Republic of Serbia or a foreign state in which it has its seat</b>		
	Certificate of the Tax Administration of the Ministry of Finance		
	The administration in charge of the seat of the Bidder		
	Certificate of the Privatization Agency		
	Other:		
<b>4.</b>	<b>That the Bidder observes the obligations from valid regulations on occupational safety, employment and working conditions, environmental protection and that it does not have a ban to engage in the activity, which is in force at the time of submittal of the bid</b>		
	Template XIII ("Statement on Compliance with the Obligations referred to in Art. 75, § 2 of the Law")		
<b>5.</b>	<b>That the Bidder possesses minimum financial capacity</b>		
	Financial Reports for the last three (3) fiscal years, including an opinion of an authorized auditor		
	Template 6 in Chapter VII ("Financial data of the Bidder")		
	Template XIV ("Statement on Securing of Source of Financing of the Project")		
	Template XV ("Letter of Intent of a financial institution")		
	<b>Letter of Intent of a financial institution</b> to issue performance bonds of the Bidder, in line with Art.11 of the Model Contract		
<b>6.</b>	<b>That the Bidder has a valid permit for carrying out installation works on electrical installations</b>		
	Articles of Association or Articles of Incorporation		
<b>7.</b>	<b>That the Bidder possesses minimum operational capacity</b>		
	- Template 7 in Chapter VII ( "Experience in carrying out works on public lighting")		
<b>8.</b>	<b>That the Bidder possesses minimum technical capacity</b>		
	- A copy of motor-vehicle registration books for minimum two (2) registered vehicles with a hydraulic platform (for parallel work of two workers at a height of up to 12 m) issued by the competent PD of the MOI		
<b>9.</b>	<b>That the Bidder possesses minimum personnel capacity</b>		
	Documentation of employment for an indefinite period of time for minimum one (1) electrical engineer having a licence for designing low- and medium-voltage electrical installations (licence No. 350): <ul style="list-style-type: none"> <li>– A copy of the employment book</li> <li>– A copy of the valid application for mandatory old-age pension insurance</li> <li>– A copy of the licence</li> <li>– Certificate for the current year issued by the Serbian Chamber of Engineers</li> </ul>		
	Documentation of employment for an indefinite period of time for minimum two (1) electrical engineer having a licence of certified contractor (licence No. 450): <ul style="list-style-type: none"> <li>– A copy of the employment book</li> <li>– A copy of the valid application for mandatory old-age pension insurance</li> <li>– A copy of the licence</li> <li>– Certificate for the current year issued by the Serbian Chamber of Engineers</li> </ul>		
	Documentation of employment for an indefinite period of time for minimum two (2) electrical fitters having skill level III with minimum three years of working experience <ul style="list-style-type: none"> <li>– A copy of the employment book</li> <li>– A copy of the valid application for mandatory old-age pension insurance</li> <li>– A copy of the signed and stamped personnel record sheet of employees</li> </ul>		

	<p>trained in occupational health and safety.</p> <ul style="list-style-type: none"> <li>– Certificate of training of workers in working on equipment under voltage of up to 400 V, issued by the official representative of the form (director).</li> <li>– Certificate of possession and mandatory use of adequate, insulated tools and equipment for work on equipment under voltage of up to 1000V, issued by the official representative of the form (director).</li> <li>– Certificate of possession of psychophysical abilities to work at heights; issued by the competent healthcare institution.</li> <li>– Personal written statement of the employees of being issued with and trained in handling personal and collective means of protection</li> <li>– An official document – an attestation or certificate from the competent institution of being trained to do the jobs of an electrical fitter and high-voltage fitters in the area of safe work at heights – handling a crane – hydraulic cage, issued by an accredited Safety at Work Institute.</li> <li>– Certificate of training of workers to do the jobs of a fitter of electric power grids, issued by the official representative of the form (director).</li> </ul>		
	<p>Documentation of employment for an indefinite period of time for minimum one (1) driver or a person licensed to operate the vehicle with a hydraulic platform:</p> <ul style="list-style-type: none"> <li>– A copy of the employment book</li> <li>– A copy of the valid application for mandatory old-age pension insurance</li> <li>– A copy of the driving licence of C category;</li> <li>– The driving licence for a vehicle with hydraulic platform</li> </ul>		
10.	<b>That the Bidder has submitted the bid bond</b> amounting to 10% of the total remuneration during the term of the contract		

The documents attached to the application shall correspond to the original documents.

If the bid is selected by the Contracting Authority, the Bidder undertakes to submit, within five (5) days from the date of receipt of a written invitation by the Contracting Authority to do so, the originals or certified copies of the documents on compliance with the requirements referred to in Art. 75 of the Law. A failure to submit the documents within the specified deadline shall result in rejection of the bid as unallowable.

The Bidder undertakes, within a deadline of maximum five (5) days from the date of any change occurring in any of the documents, to inform the Contracting Authority accordingly in writing and to document it in a prescribed manner.

Date:

(Place for Seal)

Signature of the Bidder

---



---

**6. FINANCIAL DATA ON THE BIDDER FOR THE LAST THREE FISCAL YEARS** (in accordance with Article 1.2 of Appendix V to the Tender Documents)

No.	Name of the Bidder, Member of a Joint Bid	Member's Share in Joint Bid in %	Year	Profit before Tax	Total Capital	Annual Operational Income
				(000 RSD)	(000 RSD)	(000 RSD)
1			2015			
			2014			
			2013			
2			2015			
			2014			
			2013			
3			2015			
			2014			
			2013			
	Total share of the members, %	0%				
	Currency in financial report					
	Weighted profit before tax, RSD	2015	0			
		2014	0			
		2013	0			
	Weighted capital, RSD	2015	0			
		2014	0			
		2013	0			
	Aggregate operational income, RSD	2015	0			
		2014	0			
		2013	0			

and date:

(Place for Seal) \_\_\_\_\_  
(Signature of the authorized person of the Bidder)

**Note:**

Data entered in the form must correspond to the data disclosed in financial reports of the Bidder and/or Participant for the last three (3) fiscal years. All the amounts must be disclosed in dinars (RSD). In case the submitted financial reports are prepared in EUR, the values from the report must be converted into RSD by applying the NBS medium exchange rate, according to the following: as at 31/12/2015, RSD/EUR = 121.6261, as at 31/12/2014, RSD/EUR = 120.9583, as at 31/12/2013, RSD/EUR = 114.6421. The data must be taken over from the financial reports which shall be submitted together with the opinion of an authorized auditor. In case the data in the table do not correspond to the data in the financial reports, the data in the financial reports shall be considered relevant.

## 7. EXPERIENCE IN CARRYING OUT WORKS ON PUBLIC LIGHTING

(In compliance with Articles 1.2 and 2.2 of Appendix V to the Tender Documents)

Job denomination	Contract value (in EUR)
Country:	Name of partner company, if any:
Name of the Client:	Approximate value of the services provided by your firm under the contract (in EUR or RSD):
Address:	Person for the contact (Name, tel., E-mail)
Date of commencement (month/year): Date of completion (month/year):	Duration of the job (months):
Narrative description of the job (type of introduced measures, installed technologies):	

Date

The Bidder

(Place for Seal)

\_\_\_\_\_

\_\_\_\_\_

## 8. BID FORM

BID FORM			
Description	Unit	Amount	
<b>1. REFERENCE VALUES</b> (baseline budgetary costs for public lighting) – Filled out by the Contracting Authority			
a) Installed capacity	kW	237.38	
b) Annual consumption of electricity	kWh	973,246	
c) Reference price of electricity			
	*in original currency RSD	6,0319	
	**at the RSD/EUR exchange rate = 123,3511 на 07.06.2016. EUR	<b>0.0489</b>	
d) Annual costs of electricity (16 x 1c)	RSD/EUR	5.866.948,37 RSD	47,563.00
e) Annual costs of maintenance of public lighting	RSD/EUR		11,819.00
f) <b>Total costs of operation of public lighting (1d+1e)</b>	<b>RSD/EUR</b>		59,381.00
<b>2. DEADLINE FOR FULFILMENT OF CONTRACTUAL OBLIGATIONS</b>			
a) Preparatory Period and Implementation Period for ESMs	Months		
b) Offered duration of the Guarantee Period	Years		
<b>3. TOTAL INVESTMENT COSTS FOR RECONSTRUCTION OF THE PUBLIC LIGHTING SYSTEM</b> (select the currency)			
a) Preparation and review of the design	RSD/EUR		
b) Procurement of new equipment	RSD/EUR		
c) Dismounting of the existing and mounting of new equipment	RSD/EUR		
d) Final verification of the part of the PL system			
e) Other (specify)	RSD/EUR		
f) <b>Total capital costs (3a+3b+3c+3d+3e)</b>	<b>RSD/EUR</b>		
<b>4. PUBLIC LIGHTING SYSTEM PARAMETERS AFTER RECONSTRUCTION</b> (select the currency)			
a) Installed capacities	kW		
b) Projection of annual consumption of electricity	kWh		
c) Reference price of electricity (4c = 1c)	RSD/EUR		
d) Projection of annual costs of electricity (4b x 4c)	RSD/EUR		
e) Projection of annual costs of maintenance of public lighting	RSD/EUR		
f) <b>Total projection of costs of operation of public lighting (4d+4e)</b>	<b>RSD/EUR</b>		
<b>5. GUARANTEED SAVINGS IN OPERATING EXPENSES OF PUBLIC LIGHTING AFTER RECONSTRUCTION</b>			
a) <b>Savings in annual electricity consumption, GUEE (1b – 4b)</b>	<b>kWh</b>		
b) Savings in annual costs of electricity (1d – 4d)	RSD/EUR		
c) Savings in annual costs of maintenance of public lighting (1e - 4e)	RSD/EUR		
d) Guaranteed annual savings in operating costs for PL (5b+5c)	RSD/EUR		
e) <b>Present value of total guaranteed savings, PV(R) (<math>\sum 5d</math>)</b>	<b>RSD/EUR</b>		
<b>6. REMUNERATION FOR THE BIDDER</b> (select the currency)			
a) Annual remuneration for achieved guaranteed savings (may not exceed 5d):			
	*in percentages of guaranteed annual savings %		
	**in cash amount (5d x 6a*) RSD/EUR		
b) Annual remuneration for maintenance of PL (6b= 4e)	RSD/EUR		
c) <b>Total annual remuneration to the private partner (6a**+6b)</b>	<b>RSD/EUR</b>		
d) <b>Present value of total remuneration, PV(C) (<math>\sum 6c</math>)</b>	<b>RSD/EUR</b>		
<b>7. NET PRESENT VALUE OF COSTS OF THE PPP CONTRACT, NPV(C) (6d-5e)</b>	<b>RSD/EUR</b>		

Date

The Bidder

(Place for Seal)

**Notes:**

*The Bidder shall fill out, stamp with the seal, and sign the Bid Form, thus confirming the accuracy of the data contained in the Bid Form. If bidders submit a joint bid, a group of bidders may opt to sign and stamp the Bid Form with the seals by all the bidders within the group of bidders or the group of bidders may nominate one bidder from the group who shall fill out, sign, and stamp the Bid Form with the seal.*

*If the subject matter of the public procurement includes several lots, the bidders shall fill out the Bid Form for each Lot separately.*

## VIII MODEL CONTRACT

The Model Contract has been prepared in accordance with the Rulebook Determining Model Contract for Energy Services for Implementation of Energy Efficiency Improvement Measures for Public Sector Users (*Official Gazette of RS* No. 41/15)

### MODEL CONTRACT ON ENERGY SERVICE FOR THE PART OF THE PUBLIC LIGHTING SYSTEM OF THE MUNICIPALITY OF VRBAS UNDER PUBLIC-PRIVATE PARTNERSHIP

#### Concluded between

Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
Authorized representative: \_\_\_\_\_  
Official registration number: \_\_\_\_\_  
Tax identification number: \_\_\_\_\_  
(Sub) account of the budget: \_\_\_\_\_  
Hereinafter referred to as: **the Contracting Authority, and**

The Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Authorized representative: \_\_\_\_\_  
Official registration number: \_\_\_\_\_  
Tax identification number: \_\_\_\_\_  
Current account: \_\_\_\_\_  
Special purpose account: \_\_\_\_\_  
hereinafter referred to as: **the Contractor**



# IX TEMPLATE OF PRICE STRUCTURE WITH INSTRUCTIONS AS TO HOW TO FILL IT OUT

## TEMPLATE 9 – TEMPLATE OF PRICE STRUCTURE

1	BIDDER NAME													
2	Currency (RSD or EUR)													
3	Year				1	2	3	4	5	6	7	8	9	10
4	Discount rate				7,25%									
5	Discount factor				0,9324	0,8694	0,8106	0,7558	0,7047	0,6571	0,6127	0,5712	0,5326	0,4966
	Discription		Bid form item	PV	Total									
	GUARANTEED SAVINGS OF PUBLIC LIGHTING OPERATIONAL COSTS AFTER RECONSTRUCTION/ MODERNIZATION													
6	Savings in annual costs for electrical energy		5b		0,00									
7	Savings in annual maintenance costs for public lighting		5c		0,00									
8	Guaranteed annual savings in operational costs for PL		5d (5b+5c)		0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
9	Present value of total guaranteed savings, PV(R)		5e		0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
	REMUNERATION FOR THE CONTRACTOR/BIDDER													
10	Annual remuneration for achieved guarenteed savings		6a**		0,00									
11	Annual remuneration for maintenance of PL		6b		0,00									
12	Total annual remuneration to the private partner		6c (6a**+6b)		0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
13	Present value of total remuneration, PV(C)		6d		0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
14	NET PRESENT VALUE OF PPP CONTRACT TOTAL COSTS, NPV(C)		7=6d-5e		0,00									

## Instructions for filling out the Template of Price Structure

Line 1: Specify the name of the Bidder

Line 2: Specify the currency in which the bid is submitted

Line 3: Maximum duration of the Guarantee Period is 10 years

Line 4: Discount rate is defined and may not be changed

Line 5: Discount factor is calculated by years and may not be changed

Line 6: Specify savings in annual costs of electricity in the course of the offered duration of the Guarantee Period

Line 7: Specify savings in annual costs of maintenance in the course of the offered duration of the Guarantee Period

**Line 8: Automatic formula for computation of Guaranteed Annual Savings in operating costs – the datum to be entered in the Bid Form under 5d**

**Line 9: Automatic formula for computation of Present Value of total guaranteed savings, PV(R) - the datum to be entered in the Bid Form under 5e**

Line 10: Specify the remuneration for achieved guaranteed savings in the course of the offered duration of the Guarantee Period

Line 11: Specify the annual remuneration for maintenance of PL in the course of the offered duration of the Guarantee Period

**Line 12: Automatic formula for computation of Total Annual Remuneration - the datum to be entered in the Bid Form under 6c**

**Line 13: Automatic formula for computation of Present Value of total remuneration, PV(C) - the datum to be entered in the Bid Form under 6d**

**Line 14: Automatic formula for computation of Net Present Value of total costs of the contract, NPV(C) - the datum to be entered in the Bid Form under 7**

Date:

(Place for Seal)

Signature of the Bidder

---

---

## **X TEMPLATE OF PRELIMINARY TECHNICAL SOLUTION WITH INSTRUCTIONS AS TO HOW TO FILL IT OUT**

### **INSTRUCTIONS:**

The preliminary technical solution needs to contain the description of the way in which the Bidder plans to fulfil its contractual obligations.

This solution shall not be evaluated as one of the criteria for selection, but it shall be used as a criterion for establishing whether technical requirements are met or not met concerning the provision of the service in the course of the preparatory period, implementation period, and guarantee period, explained in parts III and IV of the Tender Documents.

The preliminary technical solution should contain the description of the part of the PL system after the modernization and calculation of savings in costs of energy and maintenance.

The data and information on the company (catalogues, brochures, and certificates) need to be submitted attached to the bid.

Evidence of meeting of technical criteria for the proposed equipment need to be submitted attached to the preliminary technical solution.

### **CHAPTER I: Data and information on the Bidder (maximum 3 pages)**

This Chapter should contain data and information on the Bidder and the Consortium of Partners (in case of a joint bid or a bidder with a subcontractor, as well as on the proposed Subcontractor (or several of them). The Chapter should contain data on the company (or a number of them), financial and technical capacities and so far experience. Such data shall not substitute the prescribed documentation, which is necessary as evidence of meeting additional criteria as described in part V of the Tender Documents.

### **CHAPTER II: Proposed preliminary solution for modernization of a part of the PL system network**

In this Chapter it is necessary to describe the proposed concept of measures for electricity savings including data and information on the proposed technology and its characteristics, photometric calculation, the proposed level of operation of each substation. Certificates and other evidence of meeting the minimum technical requirements for equipment should be submitted as attachments to the preliminary technical solution.

The Bidder needs to submit the time schedule and deadlines for the Preparatory Period and the Implementation Period as well as a binding proposal of the duration of the Guarantee Period.

This Chapter describes the methodology for Operating and Preventive maintenance for the purpose of meeting the requirements referred to in Art. 7.13 in compliance with Appendix 6 to the Model Contract: Instructions for Verification of Maintenance and Illuminance Level.

In case the use of software for the implementation of the contract has been planned, it should be described in this Chapter.

### **CHAPTER III: Monitoring and verification**

In this Chapter it is necessary to describe the proposed monitoring and verification system, tools to be used for this purpose, as well as the M&V Plan and structure of the monitoring report in accordance with Appendix 4 to the Model Contract: Instructions for Establishing Savings in Energy and Art. 7.11 of the Model Contract. The description of the M&V Plan should also include a schedule of activities on maintenance of the public lighting system.

## Xa PRELIMINARY FINANCIAL PLAN WITH INSTRUCTIONS AS TO HOW TO MAKE IT

### INSTRUCTIONS:

The Preliminary Financial Plan should present the expectations and conditions of future business operation by the Bidder.

The Preliminary Financial Plan of the Bidder for the PPP project shall be used for evaluation of the offered future results of the investment in the project of reconstruction of a part of the public lighting system and as an instrument of control of actual results v. the planned ones.

The main preconditions for making the Financial Plan include:

- **Time frame** of the forecast of cash flows of revenues and costs of the project shall be determined by the Bidder whereby the project preparation and implementation may last for maximum 6 months as of coming into force of the PPP Model Contract, and the use of the project in the course of the Guarantee period maximum for 10 years;
- **Price harmonization.** For the projection of revenues and expenditures constant prices from the baseline year are to be used, which includes the Preparation Period and the Implementation Period of reconstruction of a part of the public lighting system;
- **Reference price of energy** during the implementation of the contract is the net price which is applied in these Tender Documents for electricity of RSD 6,0319 (EUR 0.0489) at the exchange rate of RSD 123,3511 to EUR 1 per 1kWh. It does not include VAT, but includes all the fees and other costs, included in the calculation of prices of energy by the Energy Supplier;
- **Amortization expenses of the installed equipment** shall be the obligation of the Contracting Authority and not the Bidder in the course of the Guarantee Period;
- **Costs of regular replacement of lamps and/or equipment** in the course of the Guarantee Period shall be the obligation of the Bidder;
- **Discount rate** is defined and it amounts to 7.25%.

The Bidder is obliged to present in the Financial Plan a detailed overview of total expenses and revenues of the project in the Preparation Period, Implementation Period and the Guarantee Period, in line with the Methodology for analysis of the obtained value as compared to the invested funds in the public-private partnerships and concessions, adopted by the Committee for Public-private Partnership on 18/07/2013 (available at [www.ppp.gov.rs](http://www.ppp.gov.rs)).

The detailed overview of total costs of the project shall include the following categories:

- Basic capital expenditure
- Basic operating costs
- Basic costs of financing.

**Basic capital expenditure** should include all the costs in the course of preparation and implementation of the reconstruction of the part of the PL system including: preparation and review of the design for the construction permit, procurement of new equipment and installations, dismantling of the existing ones and mounting of new equipment and final verification of the part of the PL system.

**Basic operating costs** should include all the costs of maintenance of the part of the PL system in the course of the Guarantee Period, for the purpose of fulfilment of contractual obligations by the Bidder as the Contractor.

**Basic costs of financing** should include all the costs of sources of financing of the project including interest rates and fees on the borrowed funds. It is particularly important to underline here the sources of financing the project with the indication of the structure and their prices.

The detailed overview of total revenues of the project shall include the following categories:

- Annual basic remuneration
- Annual remuneration for maintenance.

**Annual basic remuneration** is the revenue of the Bidder on the basis of implementation of ESMs on a part of the PL system and thereby realization of guaranteed savings from the bid, as demonstrated by the application of the M&V Plan;

**Annual remuneration for maintenance** is the revenue of the Bidder on the basis of meeting of the contractual obligation regarding the method of maintenance of a part of the PL system.

The Bidder, for the preparation of the Financial Plan, shall use the following templates, which are available in Excel format:

- Template 10 Basic Capital Expenditure
- Template 11 Total Costs of the PPP Project
- Template 12 Income Statement and Cash Flow of the Bidder.

# TEMPLATE 10 – BASIC CAPITAL COST EXPENDITURE

1	BIDDER NAME								
2	Currency (RSD or EUR)		IMPLEMENTATION SCHEDULE						
3	Month			1	2	3	4	5	6
	Description of the cost	Amount	Structure	Total					
4	Preparation of the Main Design		#DIV/0!	0%					
					0,00	0,00	0,00	0,00	0,00
5	Procurement of new equipment		#DIV/0!	0%					
					0,00	0,00	0,00	0,00	0,00
6	Dismantling of the existing and installation of new equipment		#DIV/0!	0%					
					0,00	0,00	0,00	0,00	0,00
7	Final verification of the part of the PL system		#DIV/0!	0%					
					0,00	0,00	0,00	0,00	0,00
8	Total of basic capital costs	0,00	#DIV/0!	0,00	0,00	0,00	0,00	0,00	0,00

## Financing basic capital expenditure

	Description of the sources of funding	Amount	Structure		FINANCING SCHEDULE				
9	Equity of the Bidder	0,00	#DIV/0!						
					0,00	0,00	0,00	0,00	0,00
10	Bank Loan	0,00	#DIV/0!						
					0,00	0,00	0,00	0,00	0,00
11	Others: _____	0,00	#DIV/0!						
					0,00	0,00	0,00	0,00	0,00
12	Total sources of funding	0,00	#DIV/0!		0,00	0,00	0,00	0,00	0,00

## **Instructions for filling out Template 10**

Line 1: Specify the name of the Bidder

Line 2: Specify the currency in which the bid is submitted

Line 3: Months in the course of preparation and implementation of the reconstruction of a part of the PL system

Line 4: Specify the costs of preparation and review of the design (excluding VAT) and the time schedule of incurring of costs in % by months

Line 5: Specify the costs of procurement of new equipment (excluding VAT) and the schedule of payments in % by months

Line 6: Specify the costs of dismantling of the existing and mounting of new equipment (excluding VAT) and the schedule of incurring of costs in % by months

Line 7: Specify the costs of final verification of a part of the PL system (excluding VAT) and the schedule of payments in % by months

### **Line 8: Automatic formula for computation of Total Basic Capital Expenditure**

Line 9: Specify % of financing of the specified capital expenditure from own equity by months

Line 10: Specify % of financing of the specified capital expenditure from a bank loan by months

Line 11: Specify the types of other sources and % of financing of the specified capital expenditure from such sources by months

### **Line 12: Automatic formula for computation of Total Sources of financing of basic capital expenditure**

# TEMPLATE 11 – TOTAL COSTS OF PPP PROJECT

1	BIDDER NAME												
2	Currency (RSD or EUR)												
3	Year		0	1	2	3	4	5	6	7	8	9	10
4	Discount rate		7,25%										
5	Discount factor		1,0000	0,9324	0,8694	0,8106	0,7558	0,7047	0,6571	0,6127	0,5712	0,5326	0,4966
	Description	PV	Total										
	<b>I Basic capital costs</b>												
6	Preparation of the Main Design	0,00	0,00										
7	Procurement of new equipment	0,00	0,00										
8	Dismantling of the existing and installation of new equipment	0,00	0,00										
9	Final verification of the part of the PL system	0,00	0,00										
10	<b>Sub-total (I)</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>
	<b>II Basic operating costs</b>												
11		0,00	0,00										
12		0,00	0,00										
13		0,00	0,00										
14		0,00	0,00										
15	<b>Sub-total (II)</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>
	<b>III Basic financing costs</b>												
16		0,00	0,00										
17		0,00	0,00										
18		0,00	0,00										
19	<b>Sub-total (III)</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>
20	<b>TOTAL COSTS (I+II+III)</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>	<b>0,00</b>



## **Instructions for filling out Template 11**

Line 1: Specify the name of the Bidder

Line 2: Specify the currency in which the bid is submitted

Line 3: Maximum duration of the Guarantee Period is 10 years

Line 4: Discount rate is defined and may not be changed

Line 5: Discount factor is calculated by years and may not be changed

Line 6: Specify the costs of preparation and review of the design from Template 10

Line 7: Specify the costs of procurement of new equipment from Template 10

Line 8: Specify the costs of dismantling of the existing and mounting of new equipment from Template 10

Line 9: Specify the costs for final verification from Template 10

### **Line 10: Automatic formula for computation of Total Basic Capital Expenditure**

Lines from 11 to 14: Specify the type and amount of basic operating costs by years

### **Line 15: Automatic formula for computation of Total Basic Operating Costs**

Lines from 16 to 18: Specify the type and amount of basic costs of financing by years

### **Line 19: Automatic formula for computation of Total Basic Costs of Financing**

### **Line 20: Automatic formula for computation of Total Costs of the PPP Project**

## TEMPLATE 12 – INCOME STATEMENT AND CASH FLOW OF THE BIDDER

1	BIDDER NAME												
2	Currency (RSD or EUR)												
3	Year	0	1	2	3	4	5	6	7	8	9	10	
4	Discount rate	7,25%											
5	Discount factor	1,0000	0,9324	0,8694	0,8106	0,7558	0,7047	0,6571	0,6127	0,5712	0,5326	0,4966	
	Description	PV											
	<b>INCOME STATEMENT</b>												
6	Operating Revenues	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
7	Annual basic remuneration												
8	Annual remuneration for O&M												
9	Operating Expenditures	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
10													
11													
12													
13													
14	EBITDA	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
15	Depreciation costs	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
16	Financing costs (interest & fees)												
17	EBT	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
18	Profit tax												
19	EAT (Net profit/loss)	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
	<b>CASH FLOW STATEMENT</b>												
	<b>Cash Flows From Operating Activity</b>												
20	Inflow from Revenues	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
21	Outflow for Operating Expenditures	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
22	Financing costs (interest & fees)	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
23	Profit tax	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
24	Net Cash From Operating Activity	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
	<b>Cash Flow From Investing Activity</b>												
25	Inflow from Investing Activity												
26	Investment expenditures												
27	Net Cash From Investing Activity	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
	<b>Cash Flow From Financing Activity</b>												
28	Equity injection (Project Sponsor's Contribution)												
29	Proceeds from borrowing (loan drawdown)												
30	Other inflows (grants, incentives)												
31	Debt/Loan principal repayment												
32	Equity redemption/Dividend payment												
33	Net Cash From Financing Activity	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
34	NET CASH FLOW	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
35	CUMULATIVE CASH FLOW	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
	FINANCIAL INDICATORS	PV											
	<b>The cost-effectiveness of project</b>												
36	Total Project Revenues	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
37	Total Project Expenditures	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
38	Net Project Revenues	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
39	NPV(C)	0,00											
40	FIRR (C)	#ZAH!											
	<b>The cost-effectiveness of Bidder equity</b>												
41	Net Cash From Operating Activity	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
42	Equity injection (Project Sponsor's Contribution)	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
43	Loan principal repayment	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
44	Net return on Bidder equity	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00
45	FNPV(K)	0,00											
46	FRR(K)	#ZAH!											

## Instructions for filling out Template 12

Line 1: Specify the name of the Bidder

Line 2: Specify the currency in which the bid is submitted

Line 3: Maximum duration of the Guarantee Period is 10 years

Line 4: Discount rate is defined and may not be changed

Line 5: Discount factor is calculated by years and may not be changed

### **Line 6: Automatic formula for computation of Total Operating Income**

Line 7: Specify the amount of the Annual Basic Remuneration for realized guaranteed savings

Line 8: Specify the amount of the Annual Remuneration for maintenance of a part of the PL system

### **Line 9: Automatic formula for computation of total Operating Expenses**

Lines from 10 to 13: Specify the type and amount of basic operating expenses by years from Template 11

### **Line 14: Automatic formula for computation of EBITDA**

Line 15: Depreciation costs are the obligation of the Contracting Authority and not of the Bidder

Line 16: Specify Total Basic Costs of Financing from Template 11

### **Line 17: Automatic formula for computation of EBT**

Line 18: Specify the costs of Profit Tax

### **Line 19: Automatic formula for computation of EAT (Net profit/loss)**

Line 20: Automatic import of data from line 6

Line 21: Automatic import of data from line 9

Line 22: Automatic import of data from line 16

Line 23: Automatic import of data from line 18

### **Line 24: Automatic formula for computation of Net Cash Flow from operations**

Line 25: Specify inflows on the ground of investments

Line 26: Specify outflows on the ground of investments from Template 11

### **Line 27: Automatic formula for computation of Net Cash Flow from investment activities**

Line 28: Specify financing of costs from own equity

Line 29: Specify financing of costs from loans

Line 30: Specify inflows from donations or other incentives

Line 31: Specify outflows for repayment of the principal of a loan/debt

Line 32: Specify outflows for equity redemption / dividend payment

### **Line 33: Automatic formula for computation of Net Cash Flow from financing activities**

### **Line 34: Automatic formula for computation of Net Cash Flow**

### **Line 35: Automatic formula for computation of Cumulative Cash Balance**

Line 36: Automatic import of data from lines 20 and 25

Line 37: Automatic import of data from lines 21 and 26

Line 38: Automatic formula for computation of Net Revenues of the Project

**Line 39: Automatic formula for computation of NPV of the costs of the project**

**Line 40: Automatic formula for computation of FIRR of the costs of the project**

Line 41: Automatic import of data from line 24

Line 42: Automatic import of data from line 28

Line 43: Automatic import of data from line 31

Line 44: Automatic formula for computation of Net return on equity

**Line 45: Automatic formula for computation of NPV of equity**

**Line 46: Automatic formula for computation of FIRR of equity**

## XI TEMPLATE FOR EXPENSES INCURRED IN PREPARATION OF THE BID

Pursuant to Article 88, § 1 of the Law, the bidder \_\_\_\_\_ [specify the name of the bidder], is submitting the total amount and the breakdown of costs of preparation of the bid, as follows in the Table below:

TYPE OF COSTS	AMOUNT IN RSD
<b>TOTAL AMOUNT OF COSTS OF PREPARATION OF THE BID</b>	

The expenses incurred in preparation and submitting of the bid shall be borne exclusively by the bidder and the latter may not request remuneration thereof from the Contracting Authority.

If the public procurement procedure is suspended for reasons on the part of the Contracting Authority, the Contracting Authority shall remunerate to the bidder the costs of making a sample or a model, if they are made in compliance with the technical specifications of the Contracting Authority, and the costs of obtaining of collateral instruments, under the condition that the bidder requested remuneration of such expenses in its bid.

**Note:** Submittal of this Form is not mandatory.

Date:

(Place for Seal)

Signature of the Bidder

---

---

## XII TEMPLATE FOR THE STATEMENT ON INDEPENDENT BID

Pursuant to Article 26 of the Law, \_\_\_\_\_,  
(Name of the Bidder)

Is giving the following:

### STATEMENT ON INDEPENDENT BID

Under the full material and criminal responsibility, I hereby confirm that I submitted the bid in the procedure of public procurement for award of a contract under public-private partnership without elements of a concession for the implementation of energy service for a part of the public lighting system of the Municipality of Vrbas, No. 401-1-24/2016, independently, without an agreement with other bidders or interested parties.

Date:

(Place for Seal)

Signature of the Bidder

**Note:** In case of existence of a reasonable doubt concerning the truthfulness of the Statement about the independent bid, the Contracting Authority shall promptly notify the organization in charge of protection of competition. The organization in charge of protection of competition may mete out a measure of prohibition of participation in a public procurement procedure against the bidder, or against the interested person, if it has established that the bidder, or the interested person, has violated competition in the public procurement procedure in terms of the law governing protection of competition. A measure of prohibition of participation in a public procurement procedure may last up to two years. Violation of competition represents a negative reference, in terms of Article 82 paragraph 1 point 2 of the Law.

**If a bid is submitted by a group of bidders,** the Statement must be signed by the authorized persons of each of the bidders from the group of bidders and certified with a seal.

**XIII TEMPLATE FOR THE STATEMENT ON COMPLIANCE WITH THE REQUIREMENTS  
REFERRED TO IN ART. 75, PARA 2 OF THE LAW**

By virtue of Article 75 paragraph 2 of the Public Procurement Law, as the representative of the bidder, I am giving the following

**STATEMENT**

The Bidder \_\_\_\_\_ *[specify the name of the bidder]*, in the procedure of public procurement for award of a contract under public-private partnership without elements of a concession for the implementation of energy service for a part of the public lighting system of the Municipality of Vrbas No. 401-1-24/2016, has met the obligations that result from the prevailing regulations on occupational safety, employment and working conditions, and environmental protection, and does not have a ban to engage in the activity, which is in force at the time of submittal of the bid.

Date:

(Place for Seal)

Signature of the Bidder

**Note:** *If a bid is submitted by a group of bidders, the Statement must be signed by the authorized persons of each of the bidders from the group of bidders and certified with a seal.*

#### **XIV TEMPLATE FOR THE STATEMENT ON SECURED SOURCES OF FINANCING FOR THE SUBJECT MATTER OF PUBLIC-PRIVATE PARTNERSHIP**

*(Template in accordance with Article 2.2 in Chapter V of the Tender Documents)*

For: Municipality of Vrbas

Name:

Surname:

Date of birth:

Place of birth:

Place of residence:

Street:

#:

Number of Identity Card:

Under the full own material and criminal responsibility (as a legal representative of the Bidder and/or representative of a participant in a Joint Bid, I hereby confirm:

In case the Bidder \_\_\_\_\_ has been selected for the award of the contract on public-private partnership for the implementation of energy service which comprises reconstruction, financing and maintenance of a part of the public lighting system of the Municipality of Vrbas, I hereby confirm that execution of the subject matter of the public-private partnership without elements of a concession shall be financed from \_\_\_\_\_ [*specify the sources of financing: own capital and/or a loan from a financial institution*], in adequate amount in compliance with the terms and conditions of the Tender Documents.

Date:

(Place for Seal)

Signature of the Bidder

\_\_\_\_\_

\_\_\_\_\_



## XV TEMPLATE FOR THE LETTER OF INTENT BY A FINANCIAL INSTITUTION

(Template in accordance with Article 2.2 in Chapter V of the Tender Documents)

For: Municipality of Vrbas  
From: [Name of the financial institution]  
Address:  
Tel.:

Registry No.:  
Date: dd/mm/2016

**Subject: Letter of Intent regarding the Bidder's loan application for crediting of the reconstruction of public lighting of the Municipality of Vrbas**

Dear Sir/Madame,

We are addressing you regarding the public procurement for award of a contract under public-private partnership without elements of a concession for the implementation of energy service on a part of the public lighting system of the Municipality of Vrbas, number \_\_\_\_\_, which was launched based on the Decision of the Municipal Assembly of Vrbas (No. \_\_ dated \_\_).

With reference to the subject public procurement we are aware of the Tender Documents for an open public procurement procedure and we are ready to consider the loan application for crediting of the reconstruction of a part of the public lighting system of the Municipality of Vrbas, independently or in cooperation with another financial institution, in case the Bidder is awarded the contract on the public-private partnership.

We are aware of the fact that the Decision of the Municipal Assembly of Vrbas is the basis for launching of the procedure for entrusting the assignment of design, reconstruction, financing and maintenance a part of the public lighting system, for a period up to 10 years and 6 months. We are aware that the Bidder, as a private partner, undertakes the risk of achieving the guaranteed financial savings during the use of the reconstructed part of the public lighting system. Consequently, repayment of the funds invested in the reconstruction of the part of the public lighting system shall depend on achieving the guaranteed financial savings. We assume that the sources of financing for the subject matter of the public-private partnership shall be own capital and the loan granted to the Bidder. The Contracting Authority, Municipality of Vrbas, undertakes to allocate the funds in the budget for payment of contracted remuneration to the Bidder, as the private partner, during the currency of the contract on public-private partnership. The loan shall be repaid from the remuneration due to the private partner on the ground of the achieved guaranteed financial savings and maintenance of the part of the public lighting system.

\_\_\_\_\_ [Name of the financial institution] is aware of the subject matter of the public-private partnership and all the risks arising from its implementation including legal, technical, tax, and financial control.

We hereby confirm our intention to consider the loan application if such it is submitted to us regarding the subject public procurement by \_\_\_\_\_ [Name of Bidder/Application/Registration number].

The loan granting procedure for financing of the subject matter of the private-public partnership shall be implemented in accordance with the rules and the procedures of \_\_\_\_\_ [Name of financial institution] based on previously performed technical, financial and legal checks of the terms and conditions for the implementation of the subject matter of the public-private partnership, based on the Tender Documents and the Contract on Public-Private Partnership. This Letter of Intent does not represent a financial offer, an agreement, or a letter of guarantee, recommendation or a piece of advice.

[Name of the financial institution]

\_\_\_\_\_  
[Name, signature, and seal]