

Pursuant to the Article 22 and 35 of the Law on Public Private Partnership and Concessions ('RS Official Gazette' No. 88/11, 15/16 and 104/16)

**REPUBLIC OF SERBIA
AUTONOMOUS PROVINCE OF VOJVODINA
CITY OF NOVI SAD**

a n n o u n c e s

**PUBLIC CALL FOR CONCESSION FOR PERFORMING PHARMACEUTICAL
HEALTHCARE ACTIVITY AT PRIMARY LEVEL ON THE CITY OF NOVI SAD
TERRITORY
(code: JP-K-1/2019-FZD)**

1) Concedent Contact Details:

City of Novi Sad, Registry Identification Number: 08965498, TIN: 109924914; 1 Slobode Square, Novi Sad, Concedent official web page: www.novisad.rs, e-mail: milijana.radovanovic@uprava.novisad.rs, postal correspondence address: City of Novi Sad Common Affairs Service – Public Procurement Sector, Novi Sad, 2 Žarka Zrenjanina St, Office 35/II.

2) Subject of the concession, nature and scope of the concession activity, place of the concession activity and the period of the concession duration:

The subject matter of the public-private partnership project with elements of the concession, i. e. of the Concession Act (hereinafter referred to as: the Concession Act) is the performance of pharmaceutical healthcare activity at the primary level on the City of Novi Sad territory.

The intention of the Concedent is to conclude a contract with the chosen bidder as with a private partner on public private partnership with elements of the concession, i. e. the Concession contract for the performance of pharmaceutical healthcare activity at the primary level on the City of Novi Sad territory (hereinafter referred to as: the Contract).

The concession activity represents the performance of pharmaceutical healthcare activity at the primary level, i. e. continuous supply of the population, healthcare institutions, private practices, and other legal entities for whom special law enables their performance of healthcare activity as well, with medicines and medical devices in accordance with the law, i. e. securing rational pharmacotherapy for the purpose of treatment, improvement and maintenance of the quality of life of patients, independently, i. e. in cooperation with other medical workers, as well as continuous process of issuing, i. e. applying of medicines and medical devices and reporting of unwanted reactions to medicines and medical devices, on the territory of the City of Novi Sad (hereinafter referred to as: Concession activity), under the scope and terms envisaged by the Concession contract model, which is an integral part of the tender documentation.

The Concessionaire is given into concession to perform the Concession activity for the period of 15 years from the day the Contract is concluded, the Concessionaire bearing the risk regarding commercial exploitation of the subject of the concession. The Concedent under no circumstances and in no case provides guarantees that the Concessionaire, under usual conditions of work, directly or indirectly, will realize the return of invested funds or of the expenses

suffered during the performance of the Concession Activity, nor will the Concedent be responsible for any damage that could be suffered by the Concessionaire as per such premises.

Within the scope of the subject matter of the concession, the Concedent will enable the Concessionaire the use of 25 immovable properties publicly owned by the Concedent and try to provide in the best faith for the Concessionaire to continue to use the three immovable properties that are not publicly owned by the Concedent, under the same or nearly the same terms which are valid for their current user the Healthcare Institution Apoteka Novi Sad, 10 Narodnog Fronta Str, Novi Sad (hereinafter referred to as: Apoteka Novi Sad), on the basis of lease or other legally regulated basis for use.

The Concedent shall enable the Concessionaire to use without obstruction or hindrance the movable property located within the immovable properties enabled for use. Detailed data on the movable property within the immovable properties are provided as an attachment and are an integral part of the tender documentation.

The Concessionaire shall be obligated to offer permanent employment for at least 46 employees of the Apoteka Novi Sad, with observance of at least the same amount of contractual salary they had in Apoteka Novi Sad, and whose employment contracts shall not be terminated on the basis of redundancy at least two years following the signing of the Contract. Overview of the employees is provided within the attachment and is an integral part of the tender documentation. The Concessionaire is obligated for the entire period of duration of the Contract to have suitable expert personnel, in accordance with valid regulations and Good pharmacy practice, to observe all the regulations relevant for the employees, as well as to obtain all the necessary permits and other licenses, certificates and similar, for the purpose of performing the Concession Activity.

Concession Activity shall be performed on the City of Novi Sad Territory, i. e. in the following inhabited areas: Novi Sad, Begeč, Futog, Ledinci, Petrovaradin, Sremska Kamenica, Rumenka, Kač, Budisava, Stepanovićevo, Kovilj, Kisač and Čenej.

In case Apoteka Novi Sad becomes obligated by means of relevant regulations to provide Concession Activity on the territories of other municipalities, the Concedent and the Concessionaire shall, in best faith, try to jointly provide Concession Activities on the territories of such municipalities as well.

For the purpose of enabling unhindered and durable performance of the Concession Activity, the Concessionaire is obligated to, for the entire duration of the Contract, perform the Concession Activity in all the immovable properties that were enabled for use, with the caveat that in certain immovable properties the Concession Activity can be performed at a reduced scope or regime of work (e. g. only on days when the local general practitioner works; with shorter working hours, etc.), provided that the consent of the Novi Sad City Council has been previously obtained.

For each year of the duration of Contract, the Concessionaire shall be obligated to conclude an annual contract with the National Health Insurance Fund, for the purpose of providing health protection from compulsory health insurance to insured persons. If according to valid regulations it is not possible to conclude the aforementioned contract for the first year of realization of the Contract, and if such case does not stem from the Concessionaire's own culpability, the Concessionaire shall not be held liable for not fulfilling this obligation for that year.

For the entire duration of the Contract, the Concessionaire shall be obligated to establish and maintain a high and expert level of service quality in performing the Concession Activity, as

per valid regulations and Good pharmacy practice, in the interest of all the citizens of the City of Novi Sad as service users.

The Concessionaire is free to determine the price of medicines, medical devices and other related products, in accordance with market conditions and general price level of medicines, medical devices and other relevant products in the Republic of Serbia, so as the conditions for accessibility and uniformity of primary healthcare protection could be met.

Basic principles of performing the Concession Activity and basic goals to be achieved through concluding the Contract are: accomplishing and protection the public interest in the form of providing continuous and efficient performance of the Concession Activity by the Concessionaire, i. e. to supply the population with medicines, medicinal and medical devices, particularly in populated areas of the City of Novi Sad territory, to enable more efficient and more comprehensive procurement of medicines and medical devices which can be prescribed and issued at the expense of compulsory health insurance, a more efficient procurement and expansion of the assortment for the purpose of further retail of commercial products, transfer of the market and operational risks to the Concessionaire, establishment of a profitable and optimally organized system of business and management, through Concessionaire's knowledge and experience.

The Concessionaire shall be obligated to pay the established concession fee for performing the Concession Activity. The Concession fee consists of the total initial concession fee and the total annual concession fee. The manner and deadlines of payment shall be determined by the Contract, in accordance with the chosen Concessionaire's bid.

The proposed value of the concession fee is indicated in EUR, the payment of which is to be made in RSD at the middle exchange rate of the National Bank of Serbia on the day of payment.

Following the Contract's expiration, all the immovable properties, movable properties and other property and means representing property of the Concedent at the moment of the Contract's expiry and/or any other property from the scope of the Concession Act, apart from the movable property obtained by the Concessionaire during the Contract's duration period, remains the property of the Concedent as a public property.

3) Manner and deadline for submitting the bid:

The bids, with the appurtenant documentation, are to be submitted via postal mail or directly, at the address: City of Novi Sad Common Affairs Service – Public Procurement Sector, Novi Sad, 2 Žarka Zrenjanina St, Office 35/II. The envelope obverse must clearly bear the following note: “The bid for the concession for performance of pharmaceutical healthcare activity at the primary level on the territory of the City of Novi Sad (code: JP-K-1/2019 – FZD) – NOT TO BE OPENED“, while the envelope reverse is to clearly be indicated with the bidder's title, address, telephone number, as well as the name and surname of the contact person. In case bid is submitted by a group of bidders, the envelope should preferably indicate that the bid is submitted by a group of bidders and each such joint bid participant's title and address is to be stated. The bid is to be composed in the Serbian language. The procedure is conducted in the Serbian language.

Deadline for submitting the bids is April 3rd, 2019, by 10 o'clock AM.

4) Personal, professional, technical and financial, conditions to be met by the bidders, as well as the documents attesting to the above:

Any domestic or foreign, legal or natural person, or entrepreneur, can participate in the bidding procedure for the Contract. The participating bidder does not necessarily have to be a healthcare institution performing pharmaceutical healthcare activity at the primary level. The participating bidder whose bid is selected by the decision on the most favorable bid, and in case such bidder is not a healthcare institution performing pharmaceutical healthcare activities at the primary level shall, however, be obligated to, within the deadline stipulated by the decision on the most favorable bid, and in accordance with valid regulations in this field, establish a healthcare institution performing pharmaceutical healthcare activity at the primary level, and only then such newly established healthcare institution shall conclude the Contract with the Concedent.

Conditions for participation in the procedure:

1) Proof of evidence attesting registration at competent authorities, i. e. registration at the relevant registry

Proof of evidence for legal entities:

Registry excerpt from the Business Registry Agency, i. e. registry excerpt from the registry of the competent commercial court or other appropriate registry;

Proof of evidence for entrepreneurs:

Registry excerpt from the Business Registry Agency, i. e. registry excerpt from the appropriate registry.

No Proof of evidence can be older than two months at the time of the opening of bids.

Note: Bidders registered at the Business Registry Agency do not have to submit the Registry Excerpt from the Business Registry Agency, which is publicly accessible at the Business Registry Agency Internet Presentation.

Bidders registered abroad submit their registration proof of evidence from the appropriate registry of the country in which they have Registered office.

2) Neither the bidder nor its legal representative may be previously convicted for any of crimes pertaining to being a member of an organized crime group, of crimes against commercial law, of crimes against the environment, of crimes of offering or accepting bribes, of crimes of fraud.

Proof of evidence for legal entities

a) Registry Excerpt from the criminal record, i. e. certificate from the competent magistrate court or higher court, at the territory of which the domestic legal entity has its registered office, i. e. the representative seat or branch office of a foreign legal entity, attesting thereby that such legal entity has no previous convictions for crimes against commercial law, of crimes against the environment, of crimes of offering or accepting bribes, of crimes of fraud. If the certificate of one of the competent courts contains the data on criminal records of both magistrate and of higher court, it is sufficient to submit only such certificate.

b) Registry excerpt from the criminal record of the Special Department for organized crime of the Belgrade Higher Court, certifying therewith that the legal entity has no convictions for any of crimes pertaining to being a member of an organized crime group.

v) Registry Excerpt from the criminal record, i. e. certificate from the Ministry of Interior Police Administration on the territory of which the legal representative of the legal entity was born or is residing, attesting therewith that the *legal representative* of the legal entity has no convictions for crimes pertaining to being a member of an organized crime group, of crimes against commercial law, of crimes against the environment, of crimes of offering or accepting bribes, of crimes of fraud. The request can be submitted according to the place of birth or of residence. In case there are more legal representatives, there is an obligation to submit the certificate for each one of them.

Proof of Evidence for Entrepreneurs and Natural Persons

Registry Excerpt from the criminal record, i. e. certificate from the Ministry of Interior Police Administration on the territory of which the person was born or is residing, attesting therewith that such person has no convictions for crimes pertaining to being a member of an organized crime group, of crimes against commercial law, of crimes against the environment, of crimes of offering or accepting bribes, of crimes of fraud. The request can be submitted according to the place of birth or of residence.

No Proof of evidence can be older than two months at the time of the opening of bids.

Note: Bidders registered abroad submit appropriate proofs of evidence of no criminal record issued by the competent authority of the country they have registered office of are residing.

3) that there are no outstanding tax debts, contributions or public duties as per regulations of the Republic of Serbia of foreign country if applicable (if registered office is abroad).

Proof of Evidence for legal entities, entrepreneurs and natural persons

Certificate of the Ministry of Finance Tax Administration that there are no outstanding taxes and contributions, as well as the certificate of the competent local tax administration that there are no outstanding taxes pertaining to the local own-source public revenues (certificates from all competent local self-governments at the territory of which the taxpayer is registered as submitting entity of local own-source revenues). Taxpayer whose tax debt has been granted dormancy status in accordance with the law regulating interest acquittance and tax debt dormancy, submits certificate of the Ministry of Finance Tax Administration, i. e. of the competent local self-government tax administration on tax debt dormancy. Taxpayer with the right to tax debt acquittance in accordance with the law regulating privatization, submits certificate of Ministry of economy attesting that the bidder is in the process of privatization.

No Proof of evidence can be older than two months at the time of the opening of bids.

Note: Bidders registered abroad submit proofs of evidence of no outstanding tax debts, contributions, and other public duties, issued by the competent authority of the country where they have registered office or are residing.

NOTE FOR POINTS 1) TO 3):

Bidders registered at the Bidders Registry of the Business Registry Agency are not obligated to submit proofs of evidence on meeting the terms from the Points 1) to 3), although it would be advisable to submit the proof of registration at the Bidders Registry or a statement (in free form) attesting therein their registration at the Bidders Registry.

4) that of full observance of obligations regarding valid work safety, employment, working conditions, and the environment regulations; as well as that there is no ban on performing the activity in force at the time of submitting the bid.

Proof of Evidence for legal entities, entrepreneurs and natural persons:

Statement of full observance of obligations regarding valid work safety, employment, working conditions, and the environment regulations; as well as that there is no ban on performing the activity in force at the time of submitting the bid – filled out, signed and sealed (if seal is applicable) (*the form to be filled out is within the bidding documentation*).

5) that no bankruptcy or liquidation procedure has been initiated, or that there is no preceding bankruptcy procedure

Proof of Evidence for legal entities and entrepreneurs

Certificate of the Business Registry Agency that no bankruptcy or liquidation procedure has been registered upon the bidder, nor that the bidder ceased to exist as a result of court ruling or as a result of any other institution with compulsory binding decision; certificate of the authorized commercial court that there is no preceding bankruptcy procedure upon the bidder in process.

Note: Bidders registered abroad shall provide relevant proofs of evidence on bankruptcy or liquidation proceedings, i. e. of preceding bankruptcy issued by the competent authority of the country of their registered office.

6) that financial capacity requirements are met:

a) that in each of the preceding 3 (three) business years (2015, 2016, and 2017) the bidder has realized its income from the sale of goods and services of minimum 1.000.000.000,00 RSD.

Proof of Evidence for legal entities:

Income statement for the years 2015, 2016, and 2017, to be issued on the prescribed form, containing the opinion of an authorized auditor,

or

Solvency Report for Public Procurement (BON JN) for the years 2015, 2016, and 2017, to be issued by the Business Registry Agency or other competent authority.

Proof of Evidence for entrepreneurs or natural persons:

Turnover statement by their relevant commercial bank for the years 2015, 2016, and 2017.

Note: If the bidder is not subject to audit pursuant to the Law on accounting and audit, the bidder shall be obligated to submit an appropriate act/decision on classification in accordance with the valid legislation, instead of the opinion of an authorized auditor within the income statement.

Bidders with the registered office abroad shall submit appropriate proofs of evidence in accordance with regulations of the country of their registration. For foreign bidders whose business income is indicated in foreign currency, the exchange rate to be used for recalculation in RSD is the middle exchange rate of the National Bank of Serbia on the day the deadline for submission of bids expires.

b) that within the 24 month-period prior to the Announcement for bids, their business account was not blocked or frozen for a consecutive period longer than 5 days, nor longer than 10 days in total cumulatively.

Proof of Evidence for legal entities, entrepreneurs and natural persons

Statement of the National Bank of Serbia on the number of days of insolvency for the requested period.

Note: If the data on the number of days of insolvency for the requested period is accessible on the National Bank of Serbia web page, the bidder is not required to submit such proof of evidence.

Bidders from abroad submit suitable proofs of evidence on blocked or frozen accounts issued by the competent authority of the country of their registered office.

7) that personnel capacity condition has been met:

- on the day of submitting the bid, the bidder shall have at least 65 employees (employed or hired under other conditions).

Proof of Evidence for legal entities, entrepreneurs and natural persons

- *For those employed by the bidder:* a valid work contract and relevant M-forms, certifying therein the appropriate registration, change or deregistration from the compulsory social security insurance for employees.

- *For those who are not employed by the bidder:* a valid contract of hiring by the bidder.

Note: Bidders registered abroad shall submit appropriate forms on employment status of their workers, i. e. work contracts, hiring contracts, as per regulations of the country of their registered office.

Note: Conditions from Points 1) to 5) shall be met by every participant of any joint bid, i. e. each bidder, regardless whether the bid was submitted by a group of bidders or by the bidder with sub-contractor. Other conditions shall be met by group bidders jointly, in a manner that at least one of the bidders from the joint bid meets the conditions independently, that they meet the conditions collectively. Meeting of the conditions from Points 6) and 7) cannot be certified through sub-contractors.

5) Criteria for selection of the most favorable bid:

The criterion for awarding the concession is the economically most favorable bid, further containing the following criterion elements:

No.	Title	Max. Number of Assessment Weighting Factor
1.	AMOUNT OF THE CONCESSION FEE	TOTAL 80
1.1.	Amount of the initial concession fee	60
1.2.	Amount of the concession fee for a single year	20
2.	DYNAMICS OF SETTLING THE INITIAL CONCESSION FEE	TOTAL 20
	T O T A L	100

1. AMOUNT OF THE CONCESSION FEE

1.1. Offered amount of the initial concession fee

Bid with the highest initial concession fee offering is awarded the maximum number of Assessment Weighting Factor (60).

Rest of the bids are awarded Assessment Weighting Factors according to the following formula:

$$\frac{\text{offered amount of the initial concession fee from the ranked bid} \times 60}{\text{highest initial concession fee offering}}$$

Offered amount of the initial concession fee shall not be lower than 2.659.464,34 EUR. Bidder whose offered amount of the initial concession fee is lower than 2.659.464,34 EUR, shall be discarded as unacceptable.

1.2. Offered amount of the concession fee for a single year

Bid with the highest concession fee for a single year offering is awarded the maximum number of Assessment Weighting Factor (20).

Rest of the bids are awarded according to the following formula:

offered amount for the concession fee for a single year from the ranked bid x 20
highest concession fee for a single year offering

Offered amount for the concession fee for a single year shall not be lower than 101.409,51 EUR. Bidder whose offered amount for the concession fee for a single year is lower than 101.409,51 EUR, shall be discarded as unacceptable.

2. DYNAMICS OF SETTTLING THE INITIAL CONCESSION FEE

Assessment Weighting Factors according to this criterion are awarded in the following manner:

Manner of settling	Assessment Weighting Factor Number
Settling the entire offered amount of the initial concession fee in one single one-time installment, within a 25-working day deadline starting from the date of Contract signing.	20
Settling the offered amount of the initial concession fee in two annual installments, the first being 70 % of the total offered initial concession fee, and is due within a 25-working day deadline starting from the date of Contract signing, while the second installment is due one year following the maturation of the first.	10
Settling the offered amount of the initial concession fee in two equal annual installments, the first being due within a 25-working day deadline starting from the date of Contract signing, while the second installment is due one year following the maturation of the first.	4
Settling the offered amount of the initial concession fee in three equal annual installments, the first being due within a 25-working day deadline starting from the date of Contract signing, while each following installment matures on the same day and on the same month in the following two years in relation to the maturation date of the first installment of the initial concession fee.	0

Dynamics of settling the initial concession fee shall not be other than what has been proposed. Offer made by a bidder with different settlement dynamics offered shall be discarded as unacceptable.

Note: Rounding of calculated Assessment Weighting Factors is to two decimal places.

In case there are two or more bids with the same number of Assessment Weighting Factors, the bid selected as the most favorable one shall be the bid by the bidder awarded higher score according to the amount of the concession fee criterion element. In case there are two or more bids with the same highest number of Assessment Weighting Factors according to the amount of the concession fee criterion element as well, the bid to be selected as the most

favorable one shall be the bid by the bidder awarded higher score according to the sub-criterion of the initial concession fee amount.

In case most favorable bid cannot be determined in the above stated manner, the Concedent shall draw lots as the manner in which the Contract will be awarded.

The Concedent shall inform in writing the bidders whose bids had been found identical according to all of the above criteria, to be present at the most favorable bid selection process, i. e. awarding of the Contract by drawing the lots.

Drawing of the lots shall be public, within the premises of the Concedent, in Novi Sad, 2 Žarka Zrenjanina Str. The procedure shall be conducted by the City of Novi Sad Team of Experts.

City of Novi Sad Team of Experts shall keep minutes of the Contract awarding process by drawing of the lots. City of Novi Sad Expert Team shall provide technical conditions for conducting the Contract awarding process by drawing of the lots. Drawing of the lots shall be public, in the presence of the bidders, and by writing each bidders' title on a separate sheet of papers of equal size and color, placing all the papers into a box, and finally drawing only one sheet of paper from the box. The bidder whose title is on the drawn sheet of paper shall be awarded the Contract. The same criteria shall be appropriately applied to ranking of bids by other bidders. Bidders not present at the proceedings shall be delivered the minutes of the lot drawing proceedings by the Concedent.

6) The date of delivering the information on the outcome of the proceedings:

The deadline to reaching a decision on selecting the most favorable bid, i. e. to reaching a decision on rendering the proceedings of awarding the concession null and void, is 90 (ninety) days from the deadline for submitting the bids.

7) Title and address of the body competent for rulings on bidder's rights protection requests; relevant data and deadlines for their submission:

The procedure of protection of bidder's rights is regulated by Articles 138-166 of the Law on Public Procurement (hereinafter referred to as: LPP).

The request for protection of rights can be submitted by a bidder, i. e. an interested party with interest in awarding the contract in a particular procedure, and who suffered damages or could suffer damages due to Concedent's actions contrary to the provisions of the Law on Public Private Partnership and Concessions (hereinafter referred to as: submitter of the request).

The request for protection of rights can be submitted by Public Procurement Administration, State Audit Institution, competent public attorney, or a civil supervisor. These authorities or organizations are not obligated to submit the request for protection of right at the bidder's request, i.e. at the request of the interested party with interest in awarding the contract in a particular procedure, and who suffered damages or could suffer damages due to Concedent's actions contrary to the provisions of the Law on Public Private Partnership and Concessions, if such party had previously not exercised their right to submit such request.

The request for protection of rights is submitted to the Concedent, while a copy is at the same time submitted to the State Commission for protection of rights in public procurement procedures (hereinafter referred to as: State Commission).

The request for protection of rights is submitted to the Concedent directly at the Concedent's address or via registered postal mail with the delivery receipt. The request for protection of rights shall not be delivered via email. The request for protection of rights can be

submitted throughout the entire procedure of concession award, against any action taken by the Concedent, unless LPP and Law on Public-Private Partnership and Concessions stipulate otherwise.

The request for protection of rights disputing the type of the procedure, content of the call for submission of bids or tender documents, shall be deemed timely if received by the Concedent no later than seven days before the bid submission deadline expiry, regardless of the manner in which it has been submitted and if the submitter of the request – pursuant to the Article 63 Paragraph 2 of the LPP – indicated to the Concedent potential deficiencies or irregularities, and the Concedent did not eliminate these.

The request for protection of rights disputing the actions taken by the Concedent prior to the submission deadline expiry, but following expiry of the deadline from Article 149 Paragraph 3 of LPP, shall be deemed timely if such request was submitted no later than the submission expiry deadline.

Following the decision on selection of the most favorable bid or decision on rendering the concession award procedure null and void, the deadline for the request for protection of rights is 15 (fifteen) days from the day such decision was delivered.

The request for protection of rights cannot dispute the actions taken by the Concedent during the procedure if the submitter of the request knew or could know of the reasons for their submission prior to the deadline expiry – Article 149 Paragraph 3 and 4 of LPP – and not having submitted the request prior to the deadline expiry.

If within the same procedure another request for protection of rights is submitted by the same submitter of the request, such request shall not dispute Concedent's actions for which the submitter of the request knew or could know at the time of submitting the previous request.

The request for protection of rights shall deny the Concedent taking any further actions within the procedure.

Concedent announces the notification on the submitted request for protection of rights on the Public Procurement Portal, as well as on its web page no later than 2 (two) days from receiving the request for protection of rights.

The request for protection of rights shall contain:

- 1) title and address of the request submitter, as well as the contact person;
- 2) title and address of the Concedent;
- 3) data on the concession which is the subject matter of the request, i. e. data on the decision of the Concedent;
- 4) violations of regulations;
- 5) facts and evidence proving such violations of regulations;
- 6) certificate on fee payment of the Article 156 of LPP;
- 7) submitter's signature.

If the submitted request for protection of rights fails to contain all of the data above, the Concedent shall reject such request with relevant conclusion. Concedent delivers the conclusion to the submitter of the request and to the State Commission within three days from adopting such conclusion. Submitter of the request can file a complaint against the Concedent's conclusion, within three days from receiving such conclusion, to the State Committee, while a copy of the complaint shall be simultaneously submitted to the Concedent.

8) Concession is awarded in accordance with the Articles 35-41 of the Law on Public-Private Partnership and Concessions, and is not conducted in stages.

9) The procedure is conducted without prequalifications.

10) A financial means of security for the seriousness of the bid:

Along with the bid, the bidder shall submit a financial means of security for the seriousness of the bid in the form of bank guarantee for seriousness of the bid in the amount of 12.000.000,00 (twelve million) RSD for the purpose of protection of the Concedent from:

- a) the risk of bidder's withdrawal from the offered bid, and
- b) the risk of non-providing the Guarantee to meet the obligations from the concession awarding procedure.

Concedent shall accept the bank guarantee for the seriousness of the bid expressed in EUR currency, provided the amount of the guaranteed countervalue calculated in RSD according to the National Bank of Serbia middle exchange rate, valid on the day of opening of the bids, is equal to or higher than the amount requested.

The bank guarantee for the seriousness of the bid shall be irrevocable, unconditional, renewable, payable at first demand and without the right of objection, in favor of the Concedent, as well as to be valid at least 15 (fifteen) days longer than the bid expiry deadline. Concedent shall realize the bank guarantee for the seriousness of the bid in case the bidder following the bid submission deadline withdraws, recalls or alters the bid. The bidder who accepts the request for extension of the bid validity expiry date, shall extend the validity deadline of the bank guarantee.

Bank guarantee for the seriousness of the bid, if not used, shall be returned to the bidder no later than 10 days from the day of reaching the decision on selection of the most favorable bid, i. e. on reaching the decision on rendering the concession award procedure null and void.

The submitted bank guarantee shall not contain additional conditions for payment, shorter deadlines from those determined by the Concedent, lower amount from the one determined by the Concedent, or altered local jurisdiction for resolving the disputes.

In case the bidder does not deliver the requested means of financial security for the seriousness of the bid, such bid shall be rejected for significant deficiencies.

11) Obtaining the call documentation

Any interested individual can obtain the call documentation and its attachments, free of charge, by submitting the request for obtaining the call documentation at the following address: City of Novi Sad Common Affairs Service – Public Procurement Sector, Novi Sad, 2 Žarka Zrenjanina St, Office 35/II or email milijana.radovanovic@uprava.novisad.rs, with notation: “Request for obtaining the call documentation for the concession awarding procedure (code: JP-K-1/2019-FZD)“. In the request it is necessary to indicate the manner in which the interested person wishes the call documentation and its contributions to be delivered (by mail, personal delivery or by e-mail). Along with the request, it is necessary to enclose a signed Contract on safekeeping secret and confidential data, in two copies, as well as the excerpt from the competent authority's record, no older than 30 days, containing the data of the legal representative if the same is the signatory of the contract. If the contract is signed by an individual other than the legal representative, it is necessary to submit the authorization or power of attorney for such individual. If the original of the document is in a foreign language, it is necessary to deliver along with the original, its official translation into the Serbian language certified by an official court interpreter. Draft of the Contract on safekeeping secret and confidential data can be downloaded at the Concedent's web page www.novisad.rs. The Concedent shall submit the call

documentation to the interested person no later than two working days from the date of receipt of the completed request.

**This Public Call was published in the 'RS Official Gazette' on January 25th 2019.*