



CITY OF BELGRADE
CITY ADMINISTRATION – SECRETARIAT FOR ENVIRONMENTAL PROTECTION

TENDER DOCUMENTS FOR DIALOGUE PHASE
FOR THE PPP PROJECT FOR THE CITY OF BELGRADE
FOR THE PROVISION OF SERVICES OF TREATMENT AND DISPOSAL OF RESIDUAL SOLID WASTE

FEBRUARY 1ST 2016

Important Notice

These Tender Documents are provided to the recipient solely for use in participating in the Dialogue Phase of the Competitive Dialogue Process for the Project. The Tender Documents have been prepared with the assistance of the IFC as transaction advisor.

Neither the City nor IFC, nor their respective consultants or advisors make any representation (express or implied) or warranty as to the accuracy or completeness of the information contained herein or in any other document made available to a Bidder in connection with the Dialogue Phase of the Competitive Dialogue Process, and to the maximum extent permitted by law shall not have any liability for these Tender Documents or for any other written or oral communication transmitted to a Bidder in connection with a Bidder's evaluation of the PPP Contract. In accordance with Applicable Legislation, neither the City nor IFC, nor their respective consultants or advisors will be liable to reimburse or compensate a Bidder for any costs, charges or expenses or losses or liabilities of any nature whatsoever incurred by a Bidder in evaluating or acting upon these Tender Documents.

These Tender Documents do not constitute a solicitation to invest, or otherwise participate in, the PPP Contract.

1. INTRODUCTION

1.1 The Competitive Dialogue Process

The City is conducting a Competitive Dialogue Process which shall result in the selection of the Selected Partner and award of the contract for the Project, in accordance with Applicable Legislation.

The Competitive Dialogue Process is being conducted in three consecutive phases:

- (i) The **Qualification Phase**: On August 21st 2015 the City published the Request for Qualification document. Following the evaluation of received Responses, the City determined the bidders that meet the qualification criteria and shall be invited to participate in the Dialogue Phase of the Competitive Dialogue Process.
- (ii) The **Dialogue Phase**: the City shall conduct a dialogue with Bidders to determine the solution(s) that meet the requirements of the City. The procedure to be applied during the Dialogue Phase is set out in these Tender Documents for the Dialogue Phase. These Tender Documents, 24 pages long in total, were published on the Public Procurement Portal of Serbia at <http://portal.ujn.gov.rs>, on Public Procurement Portal of the City, and the website of the City. The Evaluation Commission shall prepare a report on the conducted Dialogue Phase, on the basis of which the City adopts an act on completion of Dialogue Phase.
- (iii) The **Contract Award Phase**: when the City determines that the Dialogue Phase is complete, it shall invite Remaining Bidders to submit Proposals. Following the evaluation of the Proposals, the City will proceed with the award of the Contract in accordance with the Applicable Legislation. The procedure to be applied during the Contract Award Phase shall be set out in the Tender Documents for the Contract Award Phase.

1.2 Competitive Dialogue Process Timetable

A timetable for the Competitive Dialogue Process is set out in Table 1.1 below. The City reserves the right to change the timetable at any stage of the Competitive Dialogue Process.

Table 1.1: Timetable for the Competitive Dialogue Process

Phase / Activity	Date
Dialogue Phase	
Issue of Tender Documents for the Dialogue Phase	February 1 st 2016
Deadline for Bidder's submission of Dialogue Material for Dialogue Meeting 1	February 29 th 2016, 15:30 CET
Dialogue Meeting 1	March 7 th – March 11 th 2016 (indicative)
Deadline for Bidder's submission of Dialogue Material for Dialogue Meeting 2	April 7 th 2016 (indicative)
Dialogue Meeting 2	April 18 th – April 22 nd 2016 (indicative)

Phase / Activity	Date
Deadline for Bidder's submission of Dialogue Material for Dialogue Meeting 3	May 23 rd 2016 (indicative)
Dialogue Meeting 3	June 6 th – June 10 th 2016 (indicative)
Dialogue Phase closed by passing a decision of the City	June 13 th 2016 (indicative)
Contract Award Phase	
Invitation to Bidders to submit Proposals, and issuance of Tender Documents for the Contract Award Phase	June-July 2016 (indicative)
Proposals submission deadline	July-August 2016 (indicative)
Clarification and evaluation of Proposals	August-September 2016 (indicative)
Selection of Selected Partner	September 2016 (indicative)
Commercial Close (i.e. Signing of the PPP Contract)	October 2016 (indicative)
Financial Close	At the latest March 2017 (indicative)

1.3 **Structure and content of the Tender Documents for the Dialogue Phase**

The structure of these Tender Documents is set out in Table 1.2 below. Bidders are required to ensure that they have read and understood these Tender Documents in their entirety.

Table 1.2: Structure and content of the Tender Documents

Paragraph 1	Introduction
Paragraph 2	Dialogue Phase Instructions
Paragraph 3	Proposal Evaluation and Criteria
Paragraph 4	General Conditions
APPENDIX A	Structure of the Datasite
APPENDIX B	Glossary
APPENDIX C	Dialogue Material Instructions for the first Dialogue Meeting

2. DIALOGUE PHASE INSTRUCTIONS

2.1 Dialogue Phase Objectives

The City will conduct a Dialogue with Bidders, in accordance with Applicable Legislation, to determine the solution(s) that best meets its requirements.

During the Dialogue Phase, each Bidder shall present its technical, commercial, financial and legal solutions by means of submitting Dialogue Materials.

The City shall continue to conduct Dialogue with Bidders until solution(s) are identified which allow the City to invite the Remaining Bidders to submit Proposals.

To the extent allowed under Applicable Legislation, the City reserves the right to: (i) require Bidders to clarify and/or refine their Dialogue Materials; (ii) conduct further stages of dialogue in order to decrease the number of Remaining Bidders that remain involved in the Dialogue Phase; (iii) decline to conduct any further dialogue at any stage, and/or (iv) cancel the Project and the Competitive Dialogue Process.

The Dialogue Phase shall be managed by the Evaluation Committee of the City.

2.2 Dialogue Meetings

For the purpose of the Dialogue Phase the City will set up bilateral Dialogue Meetings between the Dialogue Team, designated by the Evaluation Committee and representatives designated by the Bidder. Members of the Dialogue Team may be members of the Evaluation Committee, the City's advisors and representatives of other key stakeholders (e.g. DHC Beoelektrane, relevant City's secretariats, etc.).

The City intends to hold the same number of meetings with each Remaining Bidder.

As of the date of issuance of these Tender Documents, the City intends to conduct three Dialogue Meetings as set up in paragraph 1.2. The City reserves the right to organize a smaller or bigger number of Dialogue Meetings.

Dialogue Meetings shall be held in Belgrade, unless otherwise specified by the City.

2.3 Dialogue Meetings Participants

For the purpose of each Dialogue Meeting, the Evaluation Committee will designate the members of the City's Dialogue Team which shall participate in the Dialogue Meeting.

The Bidder shall ensure that at least the Bidder's Contact Person or other relevant representatives attends the Dialogue Meeting to which the Bidder is invited. The Bidder may be accompanied by its advisors. The Bidder shall communicate to the City at the latest five (5) business days in advance of the Dialogue Meeting to which it is invited the name, role and institution of the representatives it designates to attend the Dialogue Meeting, via the Communication Address.

2.4 Datasite

The City has created a secured Datasite at <https://www.box.com/> which shall serve as a platform for the City to provide certain documents that the Bidders may find useful in preparing for Dialogue Meetings and in preparing solutions and Dialogue Material. The City will invite the Bidders' Contact Person to access the Datasite via the Communication Address.

Indicative list of the documents that the City intends to upload at the Datasite are provided in Appendix A. Each Bidder is responsible for examining the information that is available on the Datasite in a diligent and timely manner.

2.5 Dialogue Material

In advance of each Dialogue Meeting, Remaining Bidders are invited to submit to the City the relevant Dialogue Materials by the deadline specified in paragraph 1.2.

Dialogue Materials for the first Dialogue Meeting should be prepared in line with instructions set out in Appendix C. Dialogue Materials for other Dialogue Meetings should be prepared in line with the requirements which will be defined for each Dialogue Meeting and uploaded to the Datasite in a timely.

For the purpose of submitting the Dialogue Materials Each Bidder shall establish and maintain, at its own expense, an electronic site. Bidders will provide access (for view and download) to this site to persons designated by the City via the Communication Address. Bidders are invited to send a list of submitted Dialogue Materials with a link to access the electronic site to the Communication Address before the Deadline for Bidder's submission of Dialogue Material.

2.6 Confidentiality and transparency

Discussions held during Dialogue Meetings are treated in a confidential manner and separately from the City's bilateral discussions with the other Bidders. No record of the discussions between the Dialogue Team and one Bidder will be distributed to the Bidder or any other Bidders.

During the Dialogue Phase the City will take due care that a Bidder is not provided with an information that may put other Bidders in an inferior position.

Bidders should note that nothing said or intimated by the City, the Dialogue Team or its Advisors at a Dialogue Meeting will constitute any acceptance or transfer of risk to the City or any approval of a Bidder's Dialogue Materials.

2.7 Communication during Dialogue Phase

Except during the Dialogue Meetings, the City will communicate with Bidders exclusively through the Datasite and the Communication Address.

Bidders may only communicate with the City through the Communication Address and the Datasite.

The City and Bidders shall communicate in English, unless otherwise required by mandatory provisions of Applicable Legislation.

While Bidders shall pose clarification questions primarily through the submission of the relevant Dialogue Material, if during the preparation for a Dialogue Meeting a Bidder wants to seek clarification in relation to the Project and/or the content of the Datasite, for which an answer is requested by the Bidder in advance of the Dialogue Meeting, the Bidder can submit such questions via the Communication Address, together with a brief explanation of why an answer is needed before the Dialogue Meeting.

The City will, depending on the nature of the request, decide whether to answer in advance of, or during the Dialogue Meeting. In answering any questions the City will ensure that the Bidder is not provided with an information that may put other Bidders in an inferior position.

2.8 Site visits

Bidders will have access to the Sites only if they request such visit from the City and the City grants access. Bidders who are interested in arranging a Site visit shall submit a written request to the City via the Communication Address, including the name of the participants, their identification document number, the purpose of the visit, the requested date, time and duration of the visit. At its sole discretion, the City may decide to have one of its representatives accompany the Bidder to the Site visit. There is no limit to the number of Site visits the Bidder may request.

2.9 Meetings with third parties

Bidders will have the opportunity to meet any PUC, including DHC Beoelektrane, only if they request such meeting from the City and the City grants access. Bidders who are interested in such meetings must submit a written request to the City via the Communication Address, including the name of the participants, their identification document number, the purpose of the meeting, the requested date, time and duration of the meeting. At its sole discretion, the City may accept the request, and have one of its representatives attend the meeting.

2.10 Closing the Dialogue Phase

When the City determines that solutions have been identified that enable the City to meet its requirements, the City will close the Dialogue Phase by adopting the decision on closing of the dialogue and will invite the Remaining Bidders to submit Proposals.

3. PROPOSAL EVALUATION AND CRITERIA

The City shall make a decision on award of the PPP Contract by applying the criteria of most economically advantageous proposal.

The Evaluation Committee shall first examine whether the Proposals are acceptable in line with the Tender Documents for the Contract Award Phase.

Proposals for which it is determined to be acceptable in line with the Tender Documents for the Contract Award Phase will be ranked using the following criteria:

Item	Evaluation Criteria	Maximum number of points
1	Landfill Diversion Rate	5 points
2	Project Payment ¹	95 points

The Evaluation Committee shall apply the following methodology to score the Proposals against the Evaluation Criteria:

- (a) Landfill Diversion Rate: Number of points are calculated by multiplying the proposed Landfill Diversion Rate expressed in percentages ² by 5;
- (b) Project Payment: The Proposal with the lowest Project Payment will get the maximum 95 points. Points for each Proposals will be assigned by dividing the lowest value of proposed Project Payments by the value of Project Payments of the Proposal being evaluated, and then multiplying by 95:

$$\text{Lowest proposed Project Payments} / \text{Proposed Project payments} \times 95$$

The Bidder with the highest sum of points is the Bidder offering the most economically advantageous proposal to the City.

If two or more Proposal have the same number of ponders, the Proposal with the highest number of points for the Project Payment criteria will be the best ranked.

¹ Exact definition of Project Payments shall be determined in the Tender Documents for the Contract Award Phase.

² The exact formula to be used to calculate the Landfill Diversion Rate will be defined in the Tender Documents for the Contract Award Phase.

4. GENERAL CONDITIONS

4.1 Identification of the Bidder's Contact Person

The Bidder has provided to the City via the Communication Address the name and contact details of the Bidder's Contact Person to whom the City should address any request, question or clarification. The Bidder's Contact Person shall be the only person to represent the Bidder in communication with the City, as per the terms of these Tender Documents.

4.2 Communications restrictions

Bidders shall refrain from engaging in any communication pertaining to the tender process and the Project with any member of the City or its personnel or with anyone associated with the Project in any way whatsoever including without limitation the City's Advisors other than through the Dialogue Meetings, the Communication Address and the Datasite. Any violation of the provisions in this section may lead to the disqualification of the Bidder from the Competitive Dialogue Process.

4.3 Contact with PUCs and DHC Beoelektrane

Following the publication of these Tender Documents, Bidders are prohibited from discussing any aspect of these Tender Documents and the Project with any PUC and/or DHC Beoelektrane without the prior written consent of the City. Any Bidder that fails to comply with this requirement may be Deselected in line with the Applicable Legislation.

4.4 Examination of Tender Documents by Bidder

Bidders are solely responsible for familiarising themselves with the contents and requirements of these Tender Documents and for ensuring that they have received and acknowledged all communications issued by the City through the Public Procurement Portal, Communication Address and/or the Datasite. Failure to obtain any such communication is at the sole and absolute risk of the Bidders.

4.5 Amendments to the Tender Documents

If the City, for any reason, determines that it is necessary, useful or desirable to amend these Tender Documents in line with Applicable Legislation, any amendment will be communicated through Public Procurement Portal, Public Procurement Portal of the City and the website of the City.

4.6 Change in circumstances of a Bidder or a Bidder Consortium

Each Bidder shall immediately notify the City of any change in the circumstances of a Bidder or a Bidder Consortium that could result in the Bidder or any Member of the Consortium no longer satisfying the requirements to be designated as a "Qualified Bidder" in accordance with the RFQ. The City reserves the right to Deselect a Bidder that no longer satisfies the requirements to be designated as a "Qualified Bidder" in accordance with the RFQ.

4.7 Proposed change in the composition of a Bidder or a Bidder Consortium

A Bidder may not add, remove, or replace any Member (including without limitation itself) or make any changes to the participation of any Member in a Bidder Consortium, without the approval of the City which may be granted pursuant to the Applicable Legislation.

4.8 Accuracy of information and additional information provided by the City

Information provided in these Tender Documents and in the Datasite is for informational purposes only and the City does not make any warranty as to the accuracy or completeness of the data and information contained in these Tender Documents and in

the Datasite. Bidders should carry out their own due diligence checks and verify the accuracy of all information provided by or on behalf of the City in connection with this Competitive Dialogue Procedure.

4.9 Verification of information provided by Bidders

Bidders should note that any information provided by a Bidder to the City may be subject to verification later in the Dialogue Phase or PPP Contract Award Phase. A Bidder may be Deselected by the City in line with Applicable Legislation if any error, omission, false statement or misrepresentation is discovered, at any time, in respect of that Bidder or its Dialogue Materials.

4.10 No obligation to enter into a PPP Contract

This Competitive Dialogue Process does not oblige the City to enter into a PPP Contract with any Bidder, and it does not constitute an offer to enter into a contract with any party whatsoever.

4.11 Costs of participation

Costs of participation in the Dialogue Phase, including the costs for preparation and submission of Dialogue Materials, are borne exclusively by the Bidder and will not be reimbursed by the City in any circumstances.

4.12 Project Development Fees

In consideration of the cost and efforts expended by the City and IFC in preparing and conducting the selection process for the Project, the Selected Partner is required, in accordance with the PPP Contract, to pay:

- (i) the IFC Project Development Fee to IFC; and
 - (ii) the City Project Development Fee to the City
- (together the "**Project Development Fees**").

The Selected Partner is obligated to pay the Project Development Fees to IFC and to the City (as appropriate) within 15 calendar days after Commercial Close.

4.13 Disclaimer/no remedies against the City

No recourse is available or admissible against the City, its Advisors, or their representatives and advisors, on any grounds whatsoever, arising in relation to this Competitive Dialogue Process. Subject to the mandatory provisions of Applicable Legislation, neither the City, its Advisors, nor any other person will be liable to reimburse or compensate a Bidder for any costs, charges or expenses or losses or liabilities of any nature whatsoever incurred by a Bidder in participating in this Competitive Dialogue Process and/or in the preparation of Dialogue Materials and/or Proposals whether or not a Bidder is invited to participate in the Contract Award Phase, appointed as the Selected Partner and whether or not a PPP Contract is awarded by the City.

4.14 Transparency

These Tender Documents and the other documents published in connection with the public procurement procedure are mandatory public documents. Some parts of such documentation could be protected by the City as commercially sensitive, in accordance with Applicable Legislation. The City may require the protection of confidentiality of information it places at the disposal of interested parties. The City may condition the release of certain documents by requiring the signing of a declaration or agreement to retain confidentiality of data, where such data are business secrets in terms of the Applicable Legislation which governs trade secret protection, or where they are secret data in terms of the Applicable Legislation which governs data protection. Any person who receives data designated as confidential shall preserve its confidentiality.

Pursuant to Article 28 of the Public Procurement Law, the civil supervisor appointed by the Public Procurement Office shall monitor the entire public procurement process, including documentation and communication of the City with the Bidders, up until the signing of the PPP Contract. If the civil supervisor receives a report on suspected corruption in connection with the public procurement procedure he shall give notice of such report without delay to the Public Procurement Office, Anti-Corruption Agency and the competent prosecution office. If it is found that irregularities occurred during the public procurement procedure, the civil supervisor will immediately inform the City. Where the irregularities cannot be remedied, or the City fails to do so promptly, the civil supervisor will submit a request for the protection of rights to the Commission for the Protection of Rights. At the conclusion of the selection process and awarding of the PPP Contract or in case of cancellation of the process, the civil supervisor will issue a report to the Assembly of the City of Belgrade and Public Procurement Office that will be published on the City's website and the website of the Public Procurement Office.

4.15 **Non-Discrimination**

The City intends to conduct the Competitive Dialogue Process and the PPP Contract Award Process in a way which is fair, transparent and does not risk distorting competition nor unfairly discriminates for or against a Bidder.

4.16 **Confidentiality**

Any Information provided by or on behalf of the City in connection with this Competitive Dialogue Process is made available on the condition that:

- (i) Bidders shall at all times treat that Information as confidential;
- (ii) Bidders shall not (or allow anyone else to) disclose, copy, reproduce, distribute or pass that Information to any other person at any time;
- (iii) Bidders shall not use that Information for any purpose other than for the purpose of preparing (or deciding whether to prepare) a Dialogue Material and/or a Proposal; and
- (iv) Bidders shall comply with the provisions of paragraph 4.20 (which contains restrictions on publicity activity within any section of the media).

Bidders may disclose, distribute or pass Information to another party (including, but not limited to, for example, legal advisors or the Bidder's funders or insurers) if either:

- (i) this is done for the sole purpose of enabling Competitive Dialogue Material and/or a Proposal to be prepared and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as set out in this paragraph; or
- (ii) the Bidder obtains the prior written consent of the City in relation to such disclosure, distribution or passing of Information.

The City may disclose detailed information relating to Dialogue Materials and Proposals, and make the key contract documents available for private inspection by, the City's Members, directors, officers, employees, agents, Advisors, auditors. The City may also disseminate information that is materially relevant to the PPP Contract to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect any Bidder's commercial confidence in its Dialogue Materials.

The City shall:

- (i) keep confidential all Bidder data contained in Dialogue Material that the Bidder has designated as confidential in its Competitive Dialogue Material, and Proposal pursuant to the Applicable Legislation;
- (ii) refuse to disclose information that would amount to breach of confidentiality of data received in Dialogue Materials that has been

designated as confidential by the Bidder pursuant to the Applicable Legislation;

- (iii) keep as confidential the names of interested parties and Bidders contained in the Dialogue Material.

4.17 Conflicts of interest

Any conflict of interest or potential conflict of interest (whether in relation to Bidders, the City, the PUCs, EPS Snabdevanje, DHC Beoelektrane or any entity in the City's administration or otherwise affiliated to the City or the Project) must be fully disclosed to the City as soon as such conflict or potential conflict becomes apparent. Any violation of the provisions in this section may lead to a Bidder being Deselected in line with the Applicable Legislation.

No Bidder or Member of a Consortium or any of their Associates may participate in any way in preparation of Dialogue Material of another Bidder.

4.18 No canvassing

Any Bidder who, in connection with this Project:

- (a) offers any inducement, fee or reward to any person in connection with this Competitive Dialogue Process; or
- (b) does anything which would constitute bribery or corruption; or
- (c) canvasses any of the persons referred to in paragraph 4.17 in connection with the Project; or
- (d) contacts any officer or employee of the City prior to the Contract being awarded about any aspect of the Project in a manner not permitted by these Tender Documents (including, without limitation, a contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer for the purpose of the Project),

may be Deselected in line with the Applicable Legislation (without prejudice to any other civil remedies available to the City and without prejudice to any criminal liability which such conduct by a Bidder may attract).

4.19 Non collusion

Bidders are prohibited from discussing any aspect of these Tender Documents, the Project and/or their Competitive Dialogue Material and Proposals with any other Bidder or any Member of another Bidder Consortium or otherwise exchanging information or colluding in respect of this Competitive Dialogue Process, the Project and/or their Competitive Dialogue Materials and Proposals. Any Bidder that fails to comply with this requirement may be Deselected in line with the Applicable Legislation.

4.20 Publicity

Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any PPP Contract award, any publicity activity with any section of the media in relation to the Project or this Competitive Dialogue Process other than with the prior written agreement of the City.

Such agreement shall extend to the content of any publicity. For the purposes of this paragraph, the word "media" includes (without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

4.21 Intellectual Property

The copyright in the Tender Documents is vested in the City and the Tender Documents may not be reproduced, copied or stored in whole or in part in any medium without the prior written consent of the City, except for the purpose of participating in this Competitive

Dialogue Procedure. The Tender Documents and any document issued as supplemental to it, are, and shall remain, the property of the City and must be returned upon demand.

4.22 City's rights

The City reserves the right in line with the Applicable Legislation to:

- (i) modify any of the terms of these Tender Documents, including without limitation the dates, deadlines, parameters and scope of the Project as outlined herein;
- (ii) cancel or delay this Competitive Dialogue Process or the Project or decide not to issue the Tender Documents for the Contract Award Phase, or not to award a PPP Contract;
- (iii) issue new or updated Tender Documents for the Dialogue Phase;
- (iv) amend the evaluation process and criteria;
- (v) modify any of the requirements for Dialogue Material;
- (vi) decide not to carry out the Project or a similar project; and/or
- (vii) take any other step it deems fit in connection with this Competitive Dialogue Process.

4.23 Law on Public Private Partnerships and Concessions and the Public Procurement Law

The Tender Documents have been drafted pursuant to the Law on Public Private Partnerships and Concessions and the Public Procurement Law.

4.24 Official version of the Tender Documents

These Tender Documents have been provided in both the Serbian and English language provided that only the Serbian version of these Tender Documents has legal force.

4.25 Commission for the Protection of Rights

A request for the protection of rights may be submitted by a Bidder or any interested person having interest to conclude the PPP Contract, and who suffered or could suffer damage caused by action of the City conducted contrary to the Law on Public Procurement. A request for the protection of rights may also be submitted by the Public Procurement Office, the State Audit Institution, the public attorney and the civil supervisor.

The protection of rights in all phases of the public procurement process is ensured by the Commission for the Protection of Rights.

A request for the protection of rights may be submitted at any time during the procurement process, unless the Law on Public Procurement mandates otherwise in certain cases.

A request for the protection of rights shall be submitted to the City to the following address: City of Belgrade, Belgrade City Administration, Secretariat for Environmental Protection, 27. marta 43-45, Belgrade, Serbia, with a copy delivered to the Commission for the Protection of Rights.

A request for the protection of rights must contain all elements mandated by the Law on Public Procurement.

4.26 Additional Information and Clarifications on these Tender Documents

Interested persons may request from the City in writing via e-mail sent to Communication Address, additional information or clarifications concerning these Tender Documents, or

inform the City about identified deficiencies or inconsistencies in these Tender Documents.

The City will provide answers to clarification questions in relation to the Tender Documents through the Public Procurement Portal within three days from the day of receiving the relevant clarification question. Clarification questions submitted otherwise than through the Communication Address will not be answered.

APPENDIX A

STRUCTURE OF THE DATASITE

1. **Instructions for preparation of Dialogue Materials**
2. **Tender documentation**
 - 2.1 Tender Documents for the Dialogue Phase
 - 2.2 Tender Documents for the Contract Award Phase (at a later stage)
3. **Project Documentation**
 - 3.1 Project overview
 - 3.2 Term Sheet of the PPP Contract
 - 3.3 Payment Mechanism
 - 3.4 Output Specifications
 - 3.5 Insurance Requirements
 - 3.6 Extended Term Sheet of the PPP Contract for the dialogue purpose (at a later stage)

Other documents as required during the Competitive Dialogue Process
4. **Technical Data and Reports**
 - 4.1 Detailed Plan of Regulations
 - 4.2 Sites Maps
 - 4.3 Local Waste Management Plan
 - 4.4 Site surveys

Other documents as required during the Competitive Dialogue Process
5. **Financial Data and Reports**
 - 5.1 City's Financial Statements
 - 5.2 DHC Beoelektrane's Financial statements
 - 5.3 Financial statements of Serbian power corporation

Relevant financial reports as required during the Competitive Dialogue Process
6. **Legal Data**

Relevant legislation required during the Competitive Dialogue Process
7. **Other Data**

Other relevant data as required during the Competitive Dialogue Process

APPENDIX B

GLOSSARY

Terms used in these Tender Documents and not defined below have the meanings given to them in the Term Sheet of the PPP Contract, the Output Specifications, or the Payment Mechanism (as appropriate).

Advisors	(1) Lead transaction adviser: the IFC; (2) International legal counsel: Hogan Lovells International LLP; (3) Local legal counsel: Karanović & Nikolić; (4) Technical adviser: Fichtner GmbH and Co. KG; (5) Any other advisors retained throughout the Competitive Dialogue procedure by the City or IFC for the purpose of the Project implementation.
Applicable Legislation	The laws of Serbia and any other laws that are applicable to the Project.
Associate	A person who Controls, is Controlled by, or is under common Control with an Enterprise forming part of the Bidder.
Bidder	A Single Bidder or a Consortium designated as a "Qualified Bidder" in accordance with the RFQ.
Construction and Demolition Waste (CDW)	Non-hazardous Waste created by the construction and/or demolition industry in Belgrade, which the City and/or the PUCs have a legal duty to collect or accept under the laws and regulations regulating waste management, public utility services and maintaining cleanliness in the City.
City	The City of Belgrade, City Administration, Secretariat for Environmental Protection.
City Project Development Fee	Amount which will be defined in the Tender Documents for the Contract Award Phase
Commission for the Protection of Rights	The Republic Commission for the Protection of Rights in Public Procurement Procedures, independent institution of the Republic of Serbia whose responsibilities and composition are prescribed by the applicable Public Procurement Law ("Official Gazette of the Republic of Serbia" Nos. 124/2012, 14/2015 and 68/2015 Public Procurement Law).
Communication Address	The email address which is: mswppp@beograd.gov.rs
Competitive Dialogue Process	The competitive dialogue process envisaged by Applicable Legislation, comprising of the Qualification Phase, Dialogue Phase and the Contract Award Phase.
Consortium	A group of two or more Enterprises that joined

	together to make a Response, with or without sub-contractors.
Contact Person	The natural person acting as the contact person on behalf of the Bidder as set out in paragraph 4.1 of these Tender Documents.
Contract Award Phase	The PPP Contract award process envisaged by the Tender Documents for the Contract Award Phase and Applicable Legislation.
Contractor	The Project SPV.
Control	With respect to an Enterprise, the ownership, directly or indirectly, of more than 50% of the voting shares in or interests of such Enterprise; or the power to appoint the majority of the directors on the board of directors of such Enterprise; and/or the power to direct the management and policies of such Enterprise by operation of law, agreement or otherwise.
Datasite	The electronic datasite established by the City for the Project.
Deselected	The City notifies a Bidder in writing that the Bidder is deselected from and no longer eligible to participate in this Competitive Dialogue Process.
Proposal	A Proposal as defined in the Tender Documents for the Contract Award Phase.
DHC Beoelektrane	The District Heating Company of the City of Belgrade “JKP Beogradske elektrane Beograd”.
Dialogue Material	Documents which the Bidders will need to prepare for the purpose of the dialogue (including the Dialogue Meetings) as per paragraph 2.5.
Dialogue Meetings	The meetings between the City and each Remaining Bidder described in paragraph 2.2 of these Tender Documents.
Dialogue Phase	A phase in the Competitive Dialogue Procedure as per the Applicable Legislation.
Dialogue Team	The dialogue team designated by the Evaluation Committee to participate in the Dialogue meetings, details on which are set out in paragraph 2.2 of these Tender Documents.
EfW/Energy from Waste	<p>One or more processing plant(s) which recovers energy (electricity and/or heat) from RMW, either through the combustion of RMW with or without pre-treatment, through the combustion of SRF or RDF from pre-treated RMW (e.g. in a MBT facility), or through any other combustion process of treated or untreated RMW. The concept of EfW includes the pre-treatment plant, where applicable.</p> <p>For the avoidance of doubt this excludes</p>

	gasification, pyrolysis and plasma technologies.
Electricity Off-take Agreement	The Electricity Off-take Agreement to be set out in the Datasite.
Enterprise	A natural person, or legal entity, whether Serbian or foreign resident.
EPS Snabdevanje	The Public Electricity Supplier of the City of Belgrade.
Facilities	All the facilities and supporting infrastructure including associated plant and amenities to be designed, constructed, tested and commissioned pursuant to the PPP Contract.
Commercial Close	The date on which the PPP Contract is signed and dated by the City and the Contractor.
Financial Close	The date on which all condition precedents have been satisfied under the senior financing documents entered into by the Contractor with the Funders in connection with the Project.
Funders	The proposed senior funders to the Project SPV (or, as relevant, the proposed senior funders to an Associate of the Project SPV).
GC	Javno komunalno preduzeće Gradska Čistoća Beograd.
Heat Off-take Agreement	The Heat Off-take Agreement to be provided to Bidders by the City in the Datasite.
IFC	International Finance Corporation.
IFC Project Development Fee	Amount which will be defined in the Tender Documents for the Contract Award Phase
Information	Any information provided to a Bidder by or on behalf of the City in connection with these Tender Documents.
Insurance Requirements	The insurance requirements set out by the City in the Datasite.
Law on Energy	Law on Energy ("Official Gazette of the Republic of Serbia", No. 145/2014).
Law on Public Private Partnerships and Concessions	Law on the Public Private Partnerships and Concessions ("Official Gazette of the Republic of Serbia", No. 88/2011).
Law on Public Procurement	Law on Public Procurement ("Official Gazette of the Republic of Serbia", Nos. 124/2012, 14/2015 and 68/2015).
Law on Utility Services	Law on Utility Services ("Official Gazette of the Republic of Serbia", No. 88/2011).

Law on Waste Management	Law on Waste Management ("Official Gazette of the Republic of Serbia", Nos. 36/2009 and 88/2010).
MBT	Mechanical biological treatment system for waste processing.
Member	Any Enterprise that forms part of a Bidder Consortium.
New Vinča Site	A plot of land of about 60 ha adjacent to the Existing Vinca Site.
New Cerak Site	A plot of land of about 2.5 ha adjacent to DHC Beolektrane's Cerak district heating generation plant, located at Cerak.
New Sites	(1) The New Vinca Site; and/or (2) The New Cerak Site.
Output Specifications	The Output Specifications provided to Bidders by the City through the Datasite.
Payment Mechanism	The Payment Mechanism provided to Bidders by the City through the Datasite.
PPP	A public-private partnership.
PPP Contract	The PPP Contract to be entered into by the City and the Project SPV.
Project	(1) The design, build, financing, operation and maintenance of the Facilities at the Sites; (2) the making available to the City of the capacity of the Facilities; (3) the sale/use of the power and products generated by the Facilities; and (4) the handback of the Facilities to the City on expiry or early termination of the PPP Contract.
Project Development Fees	The City Project Development Fee and the IFC Project Development Fee.
Project Payment	The cost of the Project to the City in the form of periodic Service Payment as submitted by the Bidder in its Proposal, as more closely determined in the Payment Mechanism.
Project SPV	The special purpose company to be established in Serbia by the Selected Partner to enter into the PPP Contract with the City or any other Enterprise approved in writing by the City.
Public Procurement Portal	Public Procurement Portal of Serbia at http://portal.ujn.gov.rs
PUC	A public utility company established for the purpose of providing public utility services.

RDF	Residue derived fuel.
Remaining Bidders	Any Bidder that has not Withdrawn or been Deselected.
Response	A response that satisfied the requirements of the RFQ.
RFQ/Request for Qualification	The Request for Qualification published on the Public Procurement Portal together with the Invitation on 21 August 2015.
RMW/Residual Municipal Waste	Household Waste, and fractions of Commercial Waste; Industrial Waste; and other types of Waste which, in each case, are similar by nature and composition to Household Waste, which the City and/or the PUCs have a duty to collect or accept under the laws and regulations regulating waste management, public utility services and maintaining cleanliness in the City; and/or is delivered to the Contractor by or on behalf of the City;
Selected Partner	The Bidder selected as the preferred bidder and designated as the Selected Partner in accordance with the Tender Documents for the Contract Award Phase.
Service Payment	The payment as defined in the Payment Mechanism.
Single Bidder	An Enterprise that made a Response in its own name only, with or without sub-contractors, and without forming a Consortium.
Sites	The Existing Site and the New Site(s).
SRF	Solid recovered fuel.
Subcontractors	Any subcontractor of the Project SPV.
Tender Documents	These Tender Documents for the Dialogue Phase, or the Tender Documents for the Contract Award Phase, as the case may be.
Term	Up to 25 years from the Effective Date of the PPP Contract.
Vinča Landfill	Belgrade's largest landfill for disposal of RMW, operated by GC at the Existing Site.
Withdrawn	A Bidder that has notified the City in writing that the Bidder no longer wishes to participate in this Competitive Dialogue Process.

APPENDIX C

DIALOGUE MATERIAL INSTRUCTIONS FOR THE FIRST DIALOGUE MEETING

Bidders are required to submit to the City the following documents:

- a. Clarification Questions using Form Q1;
- b. Comments to the Output Specifications using Forms T7 and L1;
- c. Comment to the Payment Mechanism using Form L1; and
- d. Comments to the Term Sheet using the Form L1
- e. A concise summary of the overall Delivery Plan (DP 1) describing the overall concept and the main elements of the Bidder's envisaged technical solution (Facilities, including description of overall design concept and of key components and functions, interaction of Facilities, and services). The summary must include an outline of how the Proposal fulfils the overall scope of the Output Specification and the Project. It shall be no more than 10 A4 pages long; including diagrams and schematics as appropriate.

Form Q.1**Clarification Q&A**

S. No	Document Name	Reference	Clarification required

Form L.1

Mark-up of [document name]

Reference	Proposed drafting amendment	Detailed explanation and justification

Form T.7

List of proposed deviations

N°	Reference *)	Deviation from Output Specifications	Reason for deviation

*) please state reference section and numbering in the “Output Specifications”