

CITY OF BELGRADE

CITY ADMINISTRATION – SECRETARIAT FOR ENVIRONMENTAL PROTECTION

REQUEST FOR QUALIFICATION

**FOR THE PPP PROJECT FOR THE CITY OF BELGRADE FOR THE PROVISION OF
SERVICES OF TREATMENT AND DISPOSAL OF RESIDUAL MSW**

August 21st, 2015



Table of Contents

IMPORTANT NOTICE.....	4
1. INTRODUCTION	1
1.1. The business opportunity	1
1.2. Purpose of the Request for Qualification	2
1.3. Project Team	2
2. MSW MANAGEMENT IN BELGRADE.....	3
2.1. Collection.....	3
2.2. Separation and recycling.....	3
2.3. Disposal.....	3
2.4. Historic MSW quantities.....	4
2.5. Future MSW management practices	5
3. THE PROJECT	7
3.1. Project characteristics	7
3.2. Project technical concept for residual MSW treatment – Energy from Waste Facility(ies)	8
3.3. PPP Contract	8
3.4. The Project Sites	8
3.5. Compensation of the Selected Partner	10
3.6. Legislative context.....	10
3.7. Commercial agreements.....	10
4. PARTNER SELECTION PROCESS	11
4.1. Description of the selection process.....	11
4.1.1. Qualification Process	11
4.1.2. RFP Process	11
4.1.3. Award of the PPP Contract	11
4.2. Indicative timetable.....	11
5. INSTRUCTIONS FOR BIDDERS	13
5.1. Form of Bidders	13
5.2. Communications from and to the City	13
5.3. Response Address and Response Deadline.....	14
5.4. Additional Information and Clarifications	14
5.5. Amendments to the RFQ.....	14

5.6.	Format Requirements.....	14
5.7.	Response Submission Instructions.....	15
6.	EVALUATION OF THE RESPONSES.....	16
6.1.	Evaluation Committee.....	16
6.2.	Opening of Responses.....	16
6.3.	Evaluation of the Responses	16
6.4.	Clarification of Responses	17
6.5.	Bidder reference check.....	17
6.6.	Deadline for deciding on qualifications	17
7.	MISCELLANEOUS	18
7.1.	Grounds for rejection	18
7.2.	Communication.....	18
7.3.	Conflicts of interest and anti-collusion	18
7.4.	Losses, Liabilities, Charges, Expenses and Costs.....	18
7.5.	Change in the composition of a Bidder or a Bidder Consortium	19
7.6.	City's rights.....	19
7.7.	City's responsibility with respect to accuracy of information and additional information	19
7.8.	No recourse	20
7.9.	Transparency.....	20
7.10.	Project approval	20
7.11.	Ownership of the documents.....	20
7.12.	Official version of the RFQ document.....	20
7.13.	Request for Protection of Rights	21
	APPENDIX A - RELEVANT CRITERIA	22
	APPENDIX B - INFORMATION REQUIREMENTS	28
	APPENDIX C - RESPONSE FORMS	33
	APPENDIX D - RESPONSE CHECKLIST	46
	APPENDIX E – DEFINITIONS.....	47
	APPENDIX F – INFORMATION LINKS	53

Table of figures

Figure 1 - Historical MSW quantities disposed of by the municipalities participating in the Project	4
Figure 2 – MSW characteristics.....	5
Figure 3 - Historical construction and demolition waste quantities and characteristics	5
Figure 4 - Indicative projection of the quantities of residual MSW for the thirteen (13) municipalities that are participating in the Project	6
Figure 5 - Working regime for Cerak heating plant.....	9

IMPORTANT NOTICE

This RFQ is provided to the recipient solely for use in preparing and submitting Responses in connection with the PPP Contract. The RFQ has 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 tender process for the PPP Contract and to the maximum extent permitted by law shall not have any liability for this RFQ or for any other written or oral communication transmitted to a Bidder in connection with a Bidder's evaluation of the PPP Contract. 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 this RFQ.

This RFQ does not constitute a solicitation to invest, or otherwise participate in, the PPP Contract.

1. INTRODUCTION

1.1. The business opportunity

The City of Belgrade is embarking on a modernization plan to transform its MSW management practices and remediate the existing MSW disposal facilities located at the Existing Site in Vinča. As part of the plan, the City wants to develop a comprehensive modern mixed residual MSW treatment complex generating energy from the waste produced in its area (indicatively 546,000 tonnes of mixed MSW landfilled in 2014). In the context of this procurement, “residual MSW” means MSW that is not held back by the collection authorities for recycling. The City also wants to develop a C&D waste treatment facility, a new sanitary landfill for treatment residues, and undertake the remediation with landfill gas capture of the existing landfill at the Existing Site.

The objective of the City is to treat the maximum volumes of biodegradable MSW and restrict the use of landfill to disposal of treatment residues and inert waste, thus contributing to Serbia meeting the requirements of the EU Landfill Directive 1999/31/EC on reducing biodegradable MSW going to landfills.

The Project is a national and local priority since:

- ✓ It will contribute to Serbia meeting targets in the area of waste management and environmental protection in the context of EU accession negotiations;
- ✓ It is a large scale waste treatment project in the region, demonstrating Serbia’s attractiveness as a destination for large foreign investments in the sector; it will demonstrate the bankability of the Serbian PPP framework, paving the way for future PPP projects in the country;
- ✓ It will participate in demonstrating that Belgrade, and Serbia as a whole, are at the forefront of best practices in environmental and social protection in the region, with modern waste treatment infrastructure, maximizing its recycling and recovery rates from waste;
- ✓ The existing space available for landfilling at Vinča is running out; left untreated, the existing landfill body may become a threat to neighboring communities, biodiversity and ground waters. The City must increase landfill diversion rate as soon as possible and must remediate the existing landfill body;
- ✓ The electricity, and to the extent it is part of the solution, the heat, generated by the Project facilities shall contribute to the scaling up of sustainable energy solutions for Belgrade.

The City has adopted a PPP approach to deliver the Project, in order to make the most of the private sector’s expertise. The Project will involve a long-term agreement between the City and the Project SPV, whereby the Project SPV will assume responsibility for the design, construction, financing, operation and maintenance of the Project over the Term of the PPP Contract. The City is counting on significant participation from the private sector in terms of sharing the responsibilities and risks of the Project.

The City is seeking to achieve the absolute best value for money in carrying out the Project, through the innovation and management provided by the private sector, while keeping the costs within a range affordable for the City and for the citizens.

1.2. Purpose of the Request for Qualification

The purpose of this Request for Qualification process is to identify and select Qualified Bidders who will be invited to participate in the RFP Process in accordance with the process described herein. Given that this is a major Project, the City wishes to entrust its execution to a Selected Partner who will have demonstrated simultaneously its interest, experience, competency and capacity to carry out this Project successfully.

1.3. Project Team

The responsibility for managing the selection process, including this RFQ, has been given to the Evaluation Committee.

The City retained the services of professional Advisors for the preparation of the Project.

IFC, an international financial institution, may have pre-existing financial or advisory relationships with one or more of the prospective bidders (or their affiliates). Such relationships and any potential conflicts of interest are managed in accordance with IFC policies and procedures.

2. MSW MANAGEMENT IN BELGRADE

2.1. Collection

The City has delegated the performance of MSW collection and transportation to PUCs. The largest of them, GC, collects and transports MSW from eleven Belgrade municipalities¹, representing 85% of the MSW generated on the territory of Belgrade. The other six municipalities are serviced by their own PUCs.

The residential MSW collection system consists of a combination of on-street containers of different sizes and underground containers located in the most densely populated areas of the City.

2.2. Separation and recycling

At the moment, there is limited formal waste separation at source. Therefore the waste collected curb-side is generally mixed. The City has initiated the introduction of a two-bin waste collection system, to be implemented in the three most central municipalities in 2015, with planned expansion into other areas of the City in 2016 and 2017.

Since 2009, GC has installed throughout the City about fifty specialized collection points for special waste streams, referred to as “green spots,” and two recycling yards. Each green spot has three or four containers for disposal of paper, polyethylene terephthalate (PET), glass and metal packaging. GC also conducts activities to raise citizens’ awareness of the advantages of separation and recycling.

At present there is no further form of sorting, recycling or treatment of waste until it reaches the Existing Site. At the Existing Site, GC has contractually engaged around 30 persons who carry out collection and sale of secondary raw materials. It is envisioned that this practice will be terminated when the Project is implemented.

2.3. Disposal

Belgrade’s largest landfill for MSW, Vinča Landfill, is located at the Existing Site and is operated by GC. The landfill is currently used for the disposal of waste collected on the territory of thirteen municipalities (the eleven municipalities served by GC, plus Barajevo and Grocka), together representing 90% of the waste generated on the entire territory of Belgrade. In addition to the MSW, the following types of waste are being disposed of at the Vinča Landfill:

- i. Green waste collected by PUC Gradsko Zelenilo, fruit and vegetable markets waste collected by GC and the relevant PUCs serving municipalities of Grocka and Barajevo;
- ii. a portion of commercial waste and non-hazardous and inert industrial waste brought to the landfill by third parties and paid for separately at the disposal as per the official price list of the GC;
- iii. C&D waste collected either by GC or by third parties (in which case charged for separately for disposal as per the official price list of GC);
- iv. treated medical waste.

¹ Voždovac, Vračar, Zvezdara, Zemun, Novi Beograd, Palilula, Rakovica, Savski venac, Stari grad, Surčin and Čukarica

The landfill is located in the Belgrade municipality of Grocka on the right bank of the Danube River, about 15 km from downtown Belgrade. The site has been in operation since 1977, and occupies an area of ~70 ha. The body of the landfill itself has an area of ~45 ha and a depth/height of 5-50 m.

The incoming waste is spread out and compressed by compactors, and then covered with C&D waste. Upon exhaustion of the capacity at a specific area, the surface is cultivated and grass is planted thus minimizing active dumping surfaces. There is no collection and exploitation of landfill gas. There is no spontaneous combustion at the landfill at present. The leachate is collected and released without treatment together with the surface water through a canal into a natural swamp.

2.4. Historic MSW quantities

In 2014, the total MSW volumes generated on the territory of the City of Belgrade was about 700,000 tonnes². For the purpose of the Project, the City shall source the waste delivered to the Project's facilities from thirteen (13) of the seventeen (17) municipalities that administratively constitute the City³, which together represent about 88% of the total waste generated on the territory of the City.

Figure 1 presents the historical MSW quantities disposed of by the thirteen (13) municipalities that are participating in the Project. Figure 2 presents the characteristics of the waste.

Waste quantities ⁴ (tonnes)	2010	2011	2012	2013	2014
PUC GC waste disposed at the Existing Site	512,545	490,700	487,875	465,589	483,097
Third parties municipal-like waste	28,606	36,678	31,687	26,115	30,939
Mladenovac + Sopot (presently disposed at other landfills)	28,500	28,500	25,200	30,976	28,500

Figure 1 - Historical MSW quantities disposed of by the municipalities participating in the Project

² This includes recyclable fractions of household and commercial waste.

³ Waste generated in the municipalities of Voždovac, Vračar, Zvezdara, Zemun, Mladenovac, Novi Beograd, Palilula, Rakovica, Savski venac, Sopot, Stari Grad, Surčin, and Čukarica shall be delivered to the Project facilities. Municipalities of Barajevo, Lazarevac, Obrenovac and Grocka have adopted a separate regional waste management plan. The City reserves the right to source residual MSW from any or all of the 17 municipalities that form its administrative area during the Term of the PPP Contract under terms and conditions to be expressed in the PPP Contract.

⁴ Historical waste quantities for GC waste and third parties municipal-like waste disposed at the Existing Site are based on data from GC. Waste quantities for Mladenovac and Sopot municipalities are estimates based on data available in the Local Waste Management Plan of the City of Belgrade (2011-2020), in the [Belgrade Statistical Yearbook for 2013](#) and in [Belgrade in figures Report for 2014](#).

Waste fraction	MSW composition ⁵		
	Household waste (~80% of MSW)	Commercial waste (~20% of MSW)	Total MSW
Food waste	29.2%	14.8%	26.3%
Paper	7.9%	19.9%	10.3%
Cardboard	8.9%	24.0%	11.9%
Plastics	13.2%	17.1%	13.9%
Textile	4.4%	1.8%	3.9%
Diapers	4.9%	0.4%	4.0%
Leather	1.2%	0.4%	1.1%
Garden green waste	8.3%	0.6%	6.7%
Wood	1.0%	1.6%	5.5%
Glass	5.4%	5.8%	1.1%
Metals	2.7%	7.2%	3.6%
Inert	12.6%	5.9%	11.2%
Hazardous waste	0.5%	0.4%	0.5%
Total	100.0%	100.0%	100.0%

Figure 2 – MSW characteristics

Figure 3 presents the historical construction and demolition waste quantities and characteristics generated on the territory of the City and disposed of at the Existing Site.

Type of C&D waste	Quantity in tonnes (2014)	Percentage (2014)
“Pure” rubble	86,517,380	50.03%
Construction waste	2,544,560	1.47%
Dry soil	73,280,220	42.37%
Wet soil	9,190,840	5.31%
Soil with higher percentage of water	1,404,940	0.81%
Total	172,937,940	100%

Figure 3 - Historical construction and demolition waste quantities and characteristics

2.5. Future MSW management practices

The City will implement separate collection of recyclable MSW throughout the City. GC will separately collect, sort and market recyclable waste. GC will separately collect and transport residual MSW, and will deliver such waste fraction that is not held back for recycling to the Project SPV at the delivery point(s). GC will also collect and deliver the rejects from the recyclable sorting plants, as well as construction and demolition waste, to the Selected Partner at the delivery point(s).

⁵ Data for household waste provided by GC. Since 2012, GC has been carrying out regular waste characterization of the MSW. The surveys are carried out by assessing landfill incoming trucks from different parts of the City. For each quarterly survey, 3 different trucks from 3 different locations are chosen, each location representing a distinctive type of housing (individual, collective and rural). Data for commercial waste estimated by Fichtner.

Figure 4 represents an indicative projection of the quantities of MSW for the thirteen (13) municipalities that are participating in the Project. Household waste recyclables separated and recycling commercial waste are not part of the Project.

Total generated municipal waste quantities	2014	2015	2016	2017⁶	2018	2019	2020	2021	2022	2023	2024
Household waste (HHW)	443,634	445,693	447,792	465,113	467,303	469,504	471,716	474,482	477,265	480,064	482,880
<i>Residual household waste</i>	415,249	414,207	401,480	406,418	403,799	399,433	395,017	390,999	386,920	382,780	378,578
<i>Household waste recyclables separated</i>	28,385	31,486	46,311	58,695	63,504	70,071	76,699	83,484	90,345	97,284	104,301
Commercial waste	146,783	148,251	149,733	156,317	157,880	159,459	161,054	162,664	164,291	165,934	167,593
<i>Recycling commercial waste</i>	50,159	53,453	56,808	62,250	65,845	69,507	73,235	77,031	80,896	84,830	88,835
<i>Residual commercial waste</i>	96,623	94,798	92,926	94,068	92,035	89,952	87,818	85,633	83,395	81,104	78,759
Total quantity	590,417	593,943	597,525	621,430	625,184	628,963	632,769	637,147	641,556	645,998	650,473
Total generated municipal waste quantities	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Household waste (HHW)	485,712	488,385	491,072	493,774	496,491	499,223	501,804	504,399	507,006	509,628	512,262
<i>Residual household waste</i>	374,314	376,374	378,445	380,527	382,621	384,727	386,716	388,715	390,725	392,745	394,775
<i>Household waste recyclables separated</i>	111,398	112,011	112,627	113,247	113,870	114,497	115,089	115,684	116,282	116,883	117,487
Commercial waste	169,269	170,962	172,671	174,398	176,142	177,903	179,682	181,479	183,294	185,127	186,978
<i>Recycling commercial waste</i>	92,911	93,840	94,778	95,726	96,683	97,650	98,627	99,613	100,609	101,615	102,631
<i>Residual commercial waste</i>	76,358	77,122	77,893	78,672	79,459	80,253	81,056	81,866	82,685	83,512	84,347
Total quantity	654,981	659,346	663,743	668,172	672,633	677,127	681,487	685,878	690,300	694,755	699,241
Total generated municipal waste quantities	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046
Household waste (HHW)	515,118	517,989	520,877	523,780	526,700	529,636	532,589	535,557	538,543	541,545	544,564
<i>Residual household waste</i>	396,976	399,189	401,414	403,652	405,902	408,164	410,440	412,728	415,028	417,342	419,668
<i>Household waste recyclables separated</i>	118,142	118,801	119,463	120,129	120,798	121,472	122,149	122,830	123,515	124,203	124,895
Commercial waste	188,848	190,737	192,644	194,570	196,516	198,481	200,466	202,471	204,495	206,540	208,606
<i>Recycling commercial waste</i>	103,658	104,694	105,741	106,799	107,867	108,945	110,035	111,135	112,246	113,369	114,503
<i>Residual commercial waste</i>	85,190	86,042	86,903	87,772	88,649	89,536	90,431	91,336	92,249	93,171	94,103
Total quantity	703,966	708,726	713,521	718,351	723,216	728,117	733,055	738,028	743,038	748,085	753,169

Figure 4 - Indicative projection of the quantities of residual MSW for the thirteen (13) municipalities that are participating in the Project

⁶ As of 2017, the amounts include waste from the municipalities of Sopot and Mladenovac.

3. THE PROJECT

3.1. Project characteristics

The subject of the PPP Project is the treatment and disposal of separately collected residual MSW generated in thirteen (13) municipalities of the City of Belgrade, as well as treatment and disposal of C&D waste generated across the entire territory of the City, and remediation with landfill gas capture of the existing landfill body. For clarity, separately collected recyclable MSW is not included in the scope of the Project.

The Project encompasses:

- i. the development, design, engineering, procurement, supply, manufacture, factory testing, construction, installation, permitting, completion, testing, commissioning, financing, insurance, ownership, operation and maintenance of the Facilities at the Sites;
- ii. making available to the City the capacity of the Facilities;
- iii. the sale of the power generated (electricity, and possibly district heat) by the Facilities to the relevant off-taker, and the sale of any other by-product of the waste processing Facilities;
- iv. the closure and rehabilitation of the existing Vinča Landfill; and
- v. the handover of the Facilities to the City upon expiry of the Term of the PPP Contract.

It will be for Bidders to determine the Facilities that would be required to deliver the Project. These Facilities might (but are not required to) include:

- i. Energy from Waste treatment facility(ies), with the capacity to process the residual MSW generated in the thirteen (13) municipalities participating in the Project (indicatively 480,000 tonnes per year); this would include its associated interconnections to the electricity transmission or distribution infrastructure, whichever is relevant, and to the district heating distribution network to the extent applicable;
- ii. treatment facilities for bottom ash;
- iii. treatment facilities for C&D waste (indicatively 100,000 tonnes per year);
- iv. non-hazardous landfill for (i) residual MSW during the interim service period preceding the completion of the treatment facilities, and (ii) treatment residues⁷ after completion of the treatment facilities;
- v. leachate treatment facilities; and/or
- vi. landfill gas extraction and power generation facilities for the existing Vinča Landfill.

The Selected Partner shall design, construct and operate the Facilities so as to bring the rate of treatment of biodegradable MSW as close as possible to 100%, from the commissioning date of the Facilities.

⁷

It shall be the responsibility of the Project SPV to dispose of hazardous residues according to applicable legislations.

The design, construction and operation of the Facilities shall be delivered according to the specifications and standards defined in the PPP Contract, in compliance with Applicable Legislation, and relevant EU standards as required, which may include, but not be limited to, the Industrial Emission Directive 2010/75/EC and the Landfill Directive 1999/31/EC.

The City expects that the Facilities will be built with the objective to (i) provide an alternative solution to the use of the existing Vinča Landfill as soon as possible, and (ii) achieve completion and commissioning of the waste treatment facilities by 2020.

The City reserves the right to exclude from the scope of the Project and separately procure (i) the closure and rehabilitation of the Vinča Landfill, and (ii) the treatment and disposal of C&D waste. The City reserves the right to source residual MSW from any or all of the 17 municipalities that form its administrative area during the Term of the PPP Contract under terms and conditions to be expressed in the PPP Contract.

3.2. Project technical concept for residual MSW treatment – Energy from Waste Facility(ies)

Given the specificities of the Project, only combustion processes are considered by the City as suitable EfW solutions. Thus the City will not accept a Proposal for gasification, pyrolysis or plasma technologies to undertake the Project. Bio-digestion (anaerobic digestion) will not be accepted as single solution, however it will be considered as a possible process technology within a pre-treatment concept.

Bidders are free to choose whether to (i) pre-treat the residual MSW through an MBT facility to produce SRF or RDF to then be incinerated, or (ii) incinerate un-treated residual MSW. Bidders are free to choose the thermal treatment technology among the ones that are reliable.

It is of the utmost importance for the City to implement in Belgrade a solution that has been demonstrated to be reliable in several instances and which the Selected Partner has experience in developing and operating.

3.3. PPP Contract

The draft of the proposed PPP Contract will be provided as part of the RFP.

3.4. The Project Sites

The City has identified two new sites for siting of the Project Facilities: (i) the New Vinča Site which can accommodate all Project Facilities; (ii) the New Cerak Site, which represents a possible alternative location for the EfW plant to the extent it is designed to generate heat to be used for space heating and hot water. The City will confirm the proposed New Sites for the Facilities in the RFP Process. Bidders are also free to propose their own site(s).

- **Vinča**

The Existing Site and the New Vinča Site are located in the Grocka Municipality. It consists of the existing landfill site (the Existing Site) and an extension of the existing site (the New Vinča Site). The Existing Site covers an area of approximately 70 ha. The New Vinča Site covers an areas of approximately 60 ha. The

Plan of Detailed Regulation⁸ prepared for the Existing Site and the New Vinča Site provides an indicative outline of the space and conditions for construction of broad MSW facilities, such as new landfill cells, leachate treatment plant, facility for production of energy from landfill gas, and facilities for waste treatment and production of energy from waste. While the Plan of Detailed Regulation provides for a basic layout, to the extent required, the relevant sections of the document may be amended by a decision of the City so as to reflect the technical proposal of the Selected Partner. Land expropriation procedure at the New Vinča Site is underway.

- **Cerak**

The New Cerak Site is a proposed alternative location for the construction of the EfW facility, provided it is generating heat for distribution in the district heating system. The New Cerak Site is located in the immediate vicinity of Cerak's district heating plant operated by DHC Beoelektrane. This site is in the ownership of the City. The size of the available plot of land is about 2.5 ha. Given the visibility of the Project and the location of this site, special attention will have to be paid to the architecture of the building and the development of the site to accommodate its surroundings.

For information purposes, the indicative working regime of the heating plant in Cerak is provided below:

		January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
Delivered energy to distribution system	(MWh)	49,000	44,000	35,000	16,500	4,000	3,500	3,500	3,500	4,000	12,000	31,000	44,000	250,000
Peak load	(MW)	140	130	125	85	9	9	6	6	6	85	100	125	/
Base load in regime with heating break during night	(MW)	40	40	35	33	5	4	4	3	4	30	40	40	/
Base load in regime without heating break during night	(MW)	25	25	25	25	/	/	/	/	/	25	25	25	/

Figure 5 - Working regime for Cerak heating plant⁹

⁸ The Plan of Detailed Regulation for the Existing Site and the New Vinča Site is a planning document prepared by the Urban Planning Institute of Belgrade, and adopted by the Belgrade City Assembly on April 2, 2015, pursuant to Article 35, paragraph 7 of the Law on Planning and Construction of the Republic of Serbia and Article 31 of the Statute of the City of Belgrade. The PDR outlines the broad elements of the waste management facilities to be located on site at Vinča, as delineated under the Local Waste Management Plan of the City of Belgrade 2011-2020. The proposed layout of such facilities is envisaged to be formed in accordance with building, construction and urbanism regulation and with applicable legislation.

⁹ Data provided by DHC Beoelektrane for the heating season 2013/2014. Heating plants operate in regimes with the heating break during night for outdoor temperatures higher than 2°C. Usual heating break during night lasts for 5 hours. For outdoor temperatures lower than

3.5. Compensation of the Selected Partner

The Project SPV shall collect and retain the revenues generated by the sale of products from the Project Facilities, such as, inter alia, electricity, heat, recyclables, RDF and SRF, as applicable.

In addition, and to the extent needed, the City will make direct periodic payments to the Project SPV, subject to the availability and performance requirements for the Project, which will be specified in the PPP Contract.

The City will be entitled to levy deductions from these payments if the operation, maintenance or the physical condition of the Facilities do not comply with the requirements defined in the PPP Contract. Details of the payment, deduction and bonus mechanisms shall be provided in the RFP.

3.6. Legislative context

The City of Belgrade has the status of self-government unit, which is responsible for regulation, management and supervision of utility services, including the MSW management services, over all its constituting municipalities. At present, the entire value chain of MSW management, including collection, treatment and disposal of MSW on the administrative territory of the City, is conducted by PUCs. According to Article 9 of the Law on Utility Services, the City is empowered to delegate the provision of certain public utility services to a third party service provider.

In carrying out the development of the Project, the Project SPV and, where applicable, all its subcontractors, authorized agents or other representatives will have to abide by: (i) all the applicable laws and regulations of the Republic of Serbia; (ii) the directives, decisions, etc. of all government or judicial authorities, or authorities recognized by agreement, as it shall all be more fully stipulated in the PPP Contract.

Accordingly, Bidders are invited to become familiar with Applicable Legislation that could affect and have an impact upon their carrying out the Project.

3.7. Commercial agreements

Electricity generated from this Project can be sold to the public supplier under the terms and conditions of the national Law on Energy which provides for a 12-year power purchase agreement (from commissioning) at a feed-in-tariff of EURc8.57/kWh for energy from waste and EURc6.91/kWh for energy from landfill gaz.

To the extent that heat is generated in the context of the Project it is expected that it could be sold to DHC Beoelektrane on arm's length terms.

Where relevant, and where it offers value for money to the City, the City may consider purchasing energy in the form of electricity and/or heat from the Project SPV, directly or through an associated power company.

2°C heating plants operate in 24 hours/nonstop regime. In heating season 2014/2015 DHC supplied energy for heating during 186 days. During the same period BE operated in regime with heating break during night for 140 days; and in regime without heating break during night for 46 days.

4. PARTNER SELECTION PROCESS

4.1. Description of the selection process

The Selected Partner will be chosen and a PPP Contract will be entered into between the City and the Project SPV established by the Selected Partner through a competitive dialogue selection process consisting of the following stages.

4.1.1. Qualification Process

The Qualification Process precedes the RFP Process and is intended to result in the selection of Qualified Bidders to proceed to the RFP Process.

The Qualification Process is a stand-alone and independent stage of the competitive dialogue process that begins by publishing the Invitation pursuant to which the Bidders submit the Responses and is complete once the City publishes the decision on recognition of the qualifications, i.e. the results of the Qualification Process, on the Portal, on the Portal of Public Procurement of the City and on its web-site.

4.1.2. RFP Process

The RFP Process envisages a competitive dialogue to determine the solution that meets the requirements of the City, and shall be followed by the Award of the PPP Contract to the Selected Bidder.

The RFP Process is initiated by publishing the RFP to the Qualified Bidders.

The City may conduct several rounds of dialogue with Qualified Bidders, in order to progressively refine the solutions and decrease the number of Bidders that remain in the dialogue process.

The description of the RFP Process set out herein is provided for information purposes only and may be modified by the City in line with Applicable Legislation, within the deadlines set out therein, and shall inform the Qualified Bidders accordingly.

4.1.3. Award of the PPP Contract

When the City determines that the dialogue process is complete, it shall invite remaining Qualified Bidders to submit their final Proposal.

The City will decide on the Award of the PPP Contract by applying the criterion of the most economically advantageous bid, and shall publish the decision on the Award of the PPP Contract on the Portal, on the Portal of Public Procurement of the City and on its web-site.

The PPP Contract may be clarified, specified and fine-tuned during the process of Award of the PPP Contract. Once this has been completed the PPP Contract and all applicable financing documentation and project documentation will be entered into between the City and the Project SPV and the Project will reach commercial close and financial close.

4.2. Indicative timetable

An indicative timetable of the process is set out below.

	Activity	Indicative Deadline
1	Public Invitation and RFQ issued	August 21 st 2015
2	Deadline for acknowledging RFQ and intention to participate	September 24 th 2015
3	Last date to submit question regarding the RFQ	October 9 th , 2015
4	Deadline for presenting a Response	October 15 th 2015
5	Announcement of the Decision on the Results of the Qualification Process	November 2015
6	RFP issued	November 2015
7	Deadline for submitting responses to the RFP	May 2016
8	Award of the PPP Contract to the Selected Partner	June 2016
9	Signing of the PPP Contract	August 2016
10	Expected commissioning of EfW facilities	January 2020

The City reserves the right to modify this aforementioned indicative timetable.

5. INSTRUCTIONS FOR BIDDERS

5.1. Form of Bidders

Since the Project SPV's responsibilities demand a variety of experience, expertise and capacities, the City recognizes the difficulty for only one single Enterprise to qualify as a Qualified Bidder and is thus expecting to receive Responses from Bidders that comprise a single Enterprise or a Consortium that has been formed for the purposes of the Project, with or without sub-contractors.

Each Consortium is required to appoint and authorize one Lead Contact to represent all members of the Consortium in all matters connected with the Qualification Process, RFP Process and process of Award of the PPP Contract. Each Member of a Consortium will have joint and several liability to the City for the Response.

No Bidder or Member of a Consortium or any of their Associates may participate in any way in a solution being proposed by another Bidder.

5.2. Communications from and to the City

Bidders are invited to acknowledge their intention to submit a Response (and, where the Bidder is a Consortium, to identify the Lead Contact of the Consortium) by email, such acknowledgment to be received by the City at the Communication Address by no later than September 24th 2015.

The City will publish all publically available information relating to this RFQ and amendments to this RFQ on the Portal, on the Portal of public procurement of the City and the website www.beograd.rs.

The City will communicate with Bidders exclusively through the Portal until five days before the Response Deadline. Pursuant to the applicable law, the City may communicate with Bidders after the Response Deadline for the purpose of clarifying Bidder Responses and/or requesting additional or more detailed information.

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

The Communication Address is: mswppp@beograd.gov.rs.

The City shall communicate in Serbian and in English. Bidders shall communicate in Serbian or in English.

The City shall:

- keep confidential all Bidder data contained in a Response that the Bidder has designated as confidential in its Response pursuant to the Applicable Legislation;
- refuse to disclose information that would amount to breach of confidentiality of data received in a Response that has been designated as confidential by the Bidder pursuant to the Applicable Legislation;
- keep as confidential the names of interested parties, Bidders and information on submitted Responses and applications, until the expiry of deadline set for opening of Responses.

Information / data contained in a Response that is relevant to assessing the Responses shall not be deemed confidential. Bidders are solely responsible for ensuring that they have received and acknowledged all communications issued by the City through the Portal. Failure to obtain any such communication is at the sole and absolute risk of the Bidders.

5.3. Response Address and Response Deadline

The Responses must be submitted in hard copy in person or via post service, in sealed envelope or box, to the Response Address before the Response Deadline with annotation – ‘RESPONSE - PPP PROJECT FOR THE CITY OF BELGRADE FOR THE PROVISION OF SERVICES OF TREATMENT AND DISPOSAL OF RESIDUAL MSW – Do not open’. Bidders are solely responsible for ensuring that their Responses are delivered to the Response Address before the Response Deadline.

The Response Address is:

REGISTRY OFFICE
CITY OF BELGRADE
BELGRADE CITY ADMINISTRATION
SECRETARIAT FOR ENVIRONMENTAL PROTECTION
27 Marta 43-45
BELGRADE, SERBIA

The Response Deadline is October 15th 2015 at 1.00pm Central European Time.

The name and address of the Bidder must be stated at the back of the envelope or box. The Response must be sealed in a way that during the opening of a Response it can be determined that such Response has not been opened before. It shall be deemed that a Response is timely received if it is received at the Response Address before the Response Deadline.

Pursuant to the Applicable Legislation, the City may extend the Response Deadline. The City will notify Bidders of any change to the Response Deadline through the Portal.

It is not possible to submit Responses through the Portal or the Communication Address or otherwise electronically, by email or by fax.

5.4. Additional Information and Clarifications

Interested persons may request from the City in writing via e-mail sent to Communication Address, additional information or clarifications concerning the preparation of a Response or inform the City about identified deficiencies or inconsistencies in the RFQ, up to five days before the expiry of the Response Deadline.

The City will provide answers to such clarification questions through the 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.

5.5. Amendments to the RFQ

If the City, for any reason, determines that it is necessary, useful or desirable to amend this RFQ in line with Applicable Legislation, any amendment will be expressly communicated to all Bidders through the Portal.

5.6. Format Requirements

Bidders should ensure that their Response satisfies the Format Requirements.

The Format Requirements for Responses are as follows:

- Responses should be made on “8½" x 11” paper, or the international system equivalent (A4);
- Responses should be written in English or in Serbian;
- The following page limits apply to Response Forms forming part of a Bidder's Response:
 - Form 1: no page limit
 - Form 2: eight pages
 - Form 3: no page limit
 - Form 4: eight pages per project
 - Form 5: no page limit
 - Form 6: five pages per project
- The font used for the Responses should be 11 point, Times New Roman, with single line spacing, printed on both sides;

Bidders should not submit promotional materials as part of their Response and Bidders are strongly encouraged not to submit information that is not required by this RFQ. Bidders are strongly encouraged to be succinct in their Response.

For the avoidance of doubt, any page limits set out in the RFQ shall apply to all materials submitted by the Bidder in response to the relevant item that is the subject of a page limit, whether submitted in the text of the Response or included as an appendix, schedule or other attachment to the Response.

5.7. Response Submission Instructions

A Bidder must deliver the required number of originals and copies of the Response, within a sealed single envelope or box with annotation ‘RESPONSE - PPP PROJECT FOR THE CITY OF BELGRADE FOR THE PROVISION OF SERVICES OF TREATMENT AND DISPOSAL OF RESIDUAL MSW – Do not open’, while the name and address of the Bidder must be stated at the back of the envelope or box. Within such sealed single envelope or box, the Bidder must deliver two (2) originals and three (3) copies of its entire Response as follows:

- two (2) clearly marked original of its signed Response and two (2) CDs or DVDs that contains an electronic version of the entire Response, in two distinct sealed envelopes, each bearing the inscription “Original Number [1/2]”; and
- three (3) clearly marked additional copies of its Response in three distinct sealed envelopes, each bearing the inscription “Copy Number [1/2/3]”.

6. EVALUATION OF THE RESPONSES

6.1. Evaluation Committee

This public procurement process is implemented by the Evaluation Committee made up of five members, comprising:

- Two representatives of the City Secretariat for Environmental Protection – Waste Management Directorate of the City of Belgrade;
- Two representatives of the Cabinet of the Mayor of the City of Belgrade; and
- One representative of the Public Procurement Department of the City of Belgrade.

The Evaluation Committee may retain the services of the City's Advisors to assist the Evaluation Committee in evaluating Responses.

6.2. Opening of Responses

The public opening of the Responses that have been received at the Response Address by the Response Deadline in line with the terms set out in this RFQ shall occur on October 15th 2015 at 2.00pm Central European Time at the following address: City Assembly of Belgrade, The Old Palace, Dragoslava Jovanovića 2, Belgrade, Serbia.

The Responses shall be opened in accordance with the order of their receipt.

The authorized representatives of the Bidders may attend the opening of the Responses. The representative(s) of a Bidder who wish to attend the opening of the Responses will be required to submit a special written authorization¹⁰, notarized, legalized or apostilled (if applicable), sealed, signed and accompanied with a certified Serbian translation in a separate envelope (that will not be part of the Response) at the Response Address by the Response Deadline.

The City may publicly announce on the Portal, Portal of public procurement of the City and the website www.beograd.rs, the names of the Bidders including details of the Members of each Bidder Consortium which submitted a Response to the Response Address by the Response Deadline.

6.3. Evaluation of the Responses

The Evaluation Committee will evaluate Responses in the following stages.

- **Completeness of the Response Requirements**

The Evaluation Committee will determine whether each Response satisfies the Response Requirements.

- **Article 75 Requirements and Relevant Criteria**

The Evaluation Committee will determine whether each Response satisfies the Article 75 Requirements and Relevant Criteria. The Response that does not meet the Article 75 Requirements and Relevant Criteria shall be disqualified from further process.

¹⁰ This is a power of attorney for this particular situation, by which representatives of a Bidder are expressly authorised by the Bidder to attend the opening of the Responses.

The Relevant Criteria will be considered as fulfilled if the Response includes:

- (1) a Legal Response that satisfies the Relevant Legal Criteria, including a duly signed Declaration;
- (2) a Technical Response that satisfies the Relevant Technical Criteria; and
- (3) a Financial Response that satisfies the Relevant Financial Criteria.

The Evaluation Committee reserves the right to appoint, as a Qualified Bidder, a Bidder that has responded 'Yes' to one or more questions set out in Appendix A1 (Relevant Legal Criteria) if the Evaluation Committee objectively determines, based on evidence provided by the Bidder at the Evaluation Committee's request, that the Bidder has taken concrete technical, organisational and/or personnel measures that are appropriate to prevent further breaches, offences or misconduct in the relevant areas.

After evaluation of the Responses against the Relevant Criteria, based on the evaluation report of the Evaluation Committee, the City will determine the results of the Qualification Process thus selecting the Qualified Bidders.

6.4. Clarification of Responses

The Evaluation Committee may request that a Bidder provides further clarification of any part of its Response through the Communication Address.

Neither the City nor the Evaluation Committee is under any obligation to request clarification with respect to, or to verify, any information in or any aspect of a Response, including the clarification or verification of any ambiguity in the Response.

The Evaluation Committee will not accept or evaluate any information that does not form part of a Response unless such information has been specifically requested from the Bidder for that purpose.

6.5. Bidder reference check

The Evaluation Committee reserves the right, but is under no obligation, to check expert references provided by Bidders.

6.6. Deadline for deciding on qualifications

The decision on the results of the Qualification Process shall be made within 25 days from the date of the opening of the Responses.

7. MISCELLANEOUS

7.1. Grounds for rejection

The City may reject a Response if it has evidence that, in the previous three years, in a public procurement procedure a Bidder has:

- 1) acted contrary to prohibition under Articles 23 and 25 of the Public Procurement Law of the Republic of Serbia;
- 2) violated competition;
- 3) supplied false data in its response/proposal or unjustifiably refused to sign a contract after it had been awarded to it; and/or
- 4) refused to supply evidence to which it had previously committed in its response/proposal.

The City may reject a Response where it has evidence that, in the previous three years, a Bidder did not fulfill its obligations under any previously awarded public procurement contract that related to the same subject as this RFQ.

7.2. Communication

Bidders shall refrain from engaging in any communication pertaining to the RFQ, the Project and/or their Response 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 Communication Address. Any violation of the provisions in this section may lead to the disqualification of the Bidder from the Qualification Process, the RFP Process and the process of Award of the PPP Contract.

7.3. Conflicts of interest and anti-collusion

Any conflict of interest or potential conflict of interest (whether in relation to Bidders, the City, the DHC Beoelektrane or any entity in the City's administration or otherwise affiliated to the City) 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 the disqualification of the Bidder from the Qualification Process, the RFP Process and the process of Award of the PPP Contract in line with the Applicable Legislation.

No Bidder or Member of a Consortium or any of their Associates may participate in any way in a solution being proposed by another Bidder.

Bidders are prohibited from discussing any aspect of this RFQ, the Project and/or their Response with any other Bidder or any Member of another Bidder Consortium or otherwise exchanging information or colluding in respect of this RFQ, the Project and/or their Response. Any Bidder that fails to comply with this requirement may be disqualified from the Qualification Process, the RFP Process and the process of Award of the PPP Contract in line with the Applicable Legislation.

7.4. Losses, Liabilities, Charges, Expenses and Costs

Costs for preparation and submission of a Response are borne exclusively by the Bidder and cannot be reimbursed by the City. 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 RFQ and/or in the preparation of their Response whether or not a Bidder is appointed as a Qualified Bidder or the Selected Partner and whether or not a PPP Contract is awarded by the City.

7.5. 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 after the Qualification Process, without approval of the City which may be granted pursuant to the Applicable Legislation and in line with applicable principles of public procurement procedure.

The City recognizes that the Bidder's technical solution may be subject to future change in line with the competitive dialogue procedure provisions. Bidders should therefore respond in light of the solution that it envisages at the time of the Response preparation. In the event that, following the evaluation of its Response, a Qualified Bidder proposes a solution that would require substantially different experience than the one demonstrated in its Response, the City reserves the right to consider possibilities allowed under the Applicable Legislation.

Any changes effected that violate these provisions may lead to the disqualification of the Qualified Bidder from the Qualification Process and the RFP Process and the process of Award of the PPP Contract.

7.6. City's rights

This RFQ 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.

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

- modify any of the terms of this RFQ, including without limitation the dates, deadlines, parameters and scope of the Project as outlined herein;
- reject any or all the Responses or decide not to appoint any Qualified Bidders;
- cancel or delay this RFQ or the Project or decide not to award a PPP Contract;
- issue a new or updated RFQ for the Project;
- modify the evaluation or selection process or any of the Response Requirements, Format Requirements and/or Relevant Criteria;
- decide not to issue an RFP, or to carry out the Project itself (or through the offices of a public body) or a similar project; and/or
- take any other step it deems fit in connection with this RFQ.

The City reserves the right and is fully empowered to request clarifications or additional information regarding any Response provided that to do so would not distort the competitive process contemplated by this RFQ. The City may request from Bidders additional clarifications which will help the City in reviewing and assessing Responses.

The City reserves the right to disqualify any Bidder whose Response contains inaccurate data on fulfillment of the Article 75 Requirements or Relevant Criteria or false information concerning its references.

7.7. City's responsibility with respect to accuracy of information and additional information

Information provided in this RFQ 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 this RFQ.

7.8. No recourse

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 RFQ.

7.9. Transparency

This RFQ 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.

7.10. Project approval

The RFQ has been drafted pursuant to the Law on Public Private Partnerships and Concessions and the Public Procurement Law.

The City received the approval of the PPP Project proposal from the PPP Commission of the Republic of Serbia on July 2nd 2015 and the approval of the PPP Project proposal from the Assembly of the City of Belgrade on July 16th 2015.

7.11. Ownership of the documents

The Responses presented by the Bidders, and all the documents that accompany it, shall be considered as the exclusive property of the City and this without any compensation obligation for the City.

7.12. Official version of the RFQ document

This RFQ is made in Serbian and English language provided that only the Serbian version of this RFQ has legal force.

7.13. Request for 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.

APPENDIX A - RELEVANT CRITERIA

Appendix A1 - Relevant Legal Criteria

The Relevant Legal Criteria comprise (1) a "No" Response to each and all of the following questions for a Single Bidder or each Member of a Consortium, in the form prescribed below; and (2) a duly signed Declaration.

Questions

Q1.	<p>Has the Bidder (or in the case of a Consortium, any Member of the Consortium) been found, by any tribunal or competent authority, guilty or to have been responsible in any country for material breaches in the past 5 years of:</p> <p>(a) equal opportunities legislation;</p> <p>(b) health and safety legislation; and/or</p> <p>(c) environmental/pollution legislation?</p>
Q2.	<p>Has the Bidder (or in the case of a Consortium, any Member of the Consortium) been found guilty by a decision of a competent authority (or a court judgment that has come into force and has become final) of a violation of labor rights including:</p> <p>(a) employment in the past three years of one or more non Serbian citizens or nationals if such citizens or nationals illegally reside in Serbia; and/or</p> <p>(b) employment of a person without concluding a written employment contract (unless eighteen months have passed from the date of the respective court judgment or date the decision became final to the date of submitting a Response to this RFQ)?</p>
Q3.	<p>Has the Bidder (or in the case of a Consortium, any Member of the Consortium) been found guilty by a decision of a competent authority or a court judgment (that has come into force and has become final) of a violation of competition law (unless twelve months have passed from the date of the respective court judgment or date the decision became final to the date of submitting a Response to this RFQ)?</p>
Q4	<p>Have any legal protection proceedings or insolvency proceedings of the Bidder (or in the case of a Consortium, any Member of the Consortium) been initiated or are ongoing and/or have the business activities of the Bidder (or in the case of a Consortium, any Member of the Consortium) been suspended or discontinued in the past 3 years?</p>
Q5.	<p>Are there any potential conflicts of interest that may arise if the Bidder were to be selected, in particular, but without limitation, where:</p> <p>(i) the Bidder (or in the case of a Consortium, any Member of the Consortium) is carrying out any work for the City, the DHC Beoelektrane or any entity in the City's administration or otherwise affiliated to the City or has carried out such work in the last 3 years; or</p>

	(ii) the Bidder (or in the case of a Consortium, any Member of the Consortium) might potentially be providing services for more than one Bidder in respect of the Project?
Q6.	Is the Bidder or any Member of a Bidder Consortium subject to United Nations sanctions or asset freezing measures in any jurisdiction?

For the purpose of this Appendix A1:

- Past 3 years shall mean a period of 3 years preceding the Response Deadline
- Past 5 years shall mean a period of 5 years preceding the Response Deadline

Bidders should submit a response to these Relevant Legal Criteria using Form 1 and Form 2 in Appendix C (Response Forms).

Appendix A2 - Relevant Technical Criteria

To meet the Relevant Technical Criteria, the Bidder must demonstrate that it has experience with development, operation and maintenance of MSW treatment and disposal solution substantially equivalent to the one it envisages to propose and implement for the Project, with the minimum number of projects of the minimum size for RTC1 and RTC2 as described in the table below.

Project parameter	Requirement				Compliance Requirement
	Development experience: Relevant number of projects	Operation and maintenance experience: Relevant number of projects operated and maintained for at least two years	Relevant throughput capacity	Standards	
RTC1 - Residual MSW treatment (Energy from Waste process as defined in this RFQ, including facilities for MSW pre-treatment where applicable.)	Two (2) in the past eight (8) years ¹¹	Two (2) in the past five (5) years ¹²	At least 200,000 tonnes per annum of MSW per project	All projects must meet Industrial Emission standards in accordance with Directive 2010/75/EC, or equivalent standards	Single Bidder or at least one (1) Member of a Consortium or their Associates
RTC2 - Residual MSW or non-hazardous treatment residues disposal (sanitary landfill)	Two (2) in the past eight (8) years	Two (2) in the past five (5) years	At least 50,000 tonnes per annum of MSW or non-hazardous treatment residues per project	All projects must meet landfill construction standards in accordance with Directive 1999/31/EC, or equivalent standards	Single Bidder or at least one (1) Member of a Consortium or their Associates

¹¹ If the compliance with RTC1 is demonstrated through experience with facilities under separate contracts for pre-treatment and combustion, then the experience can be demonstrated by several contracts, each one of the minimum size.

For the purpose of this Appendix A-2:

- Past 8 years shall mean the period of 8 years preceding the Response Deadline
- Past 5 years shall mean the period of 5 years preceding the Response Deadline

Bidders should submit a response to these Relevant Technical Criteria using Form 3 in Appendix C (Response Forms). Bidders should also submit a Form 4 in Appendix C (Response Forms) for each project identified in Form 3. A single project can serve to demonstrate the Bidder's technical capacity in several components.

Appendix A3 - Relevant Financial Criteria

The Relevant Financial Criteria comprise:

Criteria	Subject	Requirement	Compliance Requirement
RFC1	Net Worth	At least RSD 54 billion for the most recent three full financial years, but in any event no less than RSD 18 billion at the end of each such year.	Single Bidder or a single Member of a Consortium or their Associate
RFC2	Project Finance	Experience of arranging and securing limited recourse project finance for two (2) transactions involving aggregate capital expenditure of at least RSD 9 billion for all transactions, and RSD 18 billion for one transaction, in the last ten (10) full financial years.	Single Bidder or a single Member of a Consortium or their Associate

For the purpose of this Appendix A3:

- “Net Worth” means total assets less total liabilities.
- The most recent three full financial years shall mean the last three fiscal years preceding the Response Deadline for which audited financial statements are available.

Bidders should submit a response to these Relevant Financial Criteria using Form 5 and Form 6 in Appendix C (Response Forms).

APPENDIX B - INFORMATION REQUIREMENTS

Appendix B1 - Delivery Approach Summary

Bidders should provide the following information in respect of the Bidder, each Member of a Bidder Consortium (if applicable) and any other legal entities identified or proposed in the Bidder's Response:

- Full Legal Name
- Address of Registered Office
- Registration number
- Details of ultimate holding company if any

Bidders should set out in no more than 10 pages, a summary of how they propose to deliver the services under the Project, including the proposed:

- (a) brief description of the envisaged facilities and technological approach(es) for solving the tasks under the Project; envisaged process characteristics; uses of Sites, tentative footprint of the facilities and tentative development timeframe;
- (b) supply chain and subcontracting arrangements to design, build, operate and maintain the proposed Project facilities, including without limitation their proposed feedstock and electricity, heat and residue off-take arrangements;
- (c) project management structure and responsibilities and integration strategy (including a structure or organizational chart if appropriate);
- (d) relationships between the Bidder, each Member of a Bidder Consortium (if applicable) and any other legal entities identified or proposed in the Bidder's Response, including how these relationships may change during the different phases of the Project (including a structure or organizational chart if appropriate);
- (e) equity/ownership structure for the Project SPV;
- (f) debt financing structure; and
- (g) to the extent not made clear in response to the above, the roles that each of the Bidder's proposed partners and/or each Member of the Consortium would play in delivering the Project.

The City requires Bidders to provide a Delivery Approach Summary. The Delivery Approach Summary will not be evaluated for any purpose including determining whether or not a Response has satisfied the Relevant Criteria.

Appendix B2 – Article 75 Requirements

The Bidder and each Member of Consortium shall confirm in the Declaration (Form 1 set out at Appendix C (Declaration)), as part of its Response, fulfilment of the requirements of the Article 75 of the Public Procurement Law.

The City reserves the right to require proofs of fulfillment of the Article 75 requirements by requesting either uncertified copies or original documents/certified copies of all or of some of the following:

- an excerpt from the register of the competent authority evidencing that the Bidder and each Member of the Consortium is duly registered/incorporated with the competent body and entered in the appropriate register;
- a certificate of the competent court or police authority that the Bidder and each Member of the Consortium and their legal representatives have not been convicted for any criminal act as members of an organized criminal group, that they have not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud, not older than two months before the Responses are opened;
- a certificate of the competent tax authority and organization for compulsory social insurance that the Bidder and each Member of the Consortium has paid due taxes and other public charges in accordance with laws of the Republic of Serbia or a foreign country if its registered address is in its territory, not older than two months before the Responses are opened.

The Bidder shall submit such documents within 15 days, as of the date of request by the City.

The Bidder and each Member of the Consortium are not required to deliver copies of documents that are publicly available on the websites of the competent authorities, such as excerpts from the Companies Register for Local Legal Entities or Entrepreneurs (registered by the Companies Register of the Serbian Business Registers Agency).

Appendix B3 – Registration

The Bidder shall submit as part of its Response evidence of the registration or due incorporation of the Single Bidder, or each Member of a Consortium.

Appendix B4 – Confirmations

The Bidder shall, as part of its Response, deliver Confirmations, being a confirmation in writing from the relevant employer or public sector entity confirming the involvement of the Bidder or relevant Member of the Consortium in each reference project submitted by a Bidder through Form 4 and Form 6 of the Appendix C.

APPENDIX C - RESPONSE FORMS

Form 1 – Declaration

I confirm that I have read and understand the requirements of the Request for Qualification issued by the City of Belgrade, including the Important Notice and the applicable limitations on liability.

I understand that to the maximum extent permitted by law, 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 RFQ and/or in the preparation of their Response whether or not a Bidder is appointed as a Qualified Bidder or the Selected Partner and whether or not a PPP Contract is awarded by the City.

I confirm that the Response enclosed with this Declaration contains all the information required of it by the Request for Qualification.

I confirm that neither I nor any Member of the Consortium has any prohibition in regard to conducting business activities.

I confirm that I have fulfilled my obligations under applicable legislation concerning safety at work, employment and working conditions and protection of environment and that I hold all necessary intellectual property rights required in connection with my business.

I confirm [that I am not subject to any conflict of interest referred to in paragraph 7.3 of the RFQ] or [that I disclosed in the Response to the City any conflict of interest or potential conflict of interest (whether in relation to Bidders, the City, the DHC Beoelektrane or any entity in the City's administration or otherwise affiliated to the City) or will disclose it to the City as soon as such conflict or potential conflict becomes apparent.]

I certify that the information supplied in my Response is accurate, complete and not misleading.

I confirm and certify that:

- the requirements set out in Article 75 of the Public Procurement Law, as described in more detail in Appendix B2 of the RFQ are fulfilled for me and for each Member of the Consortium; and
- any Confirmation, from the relevant employer or public sector promoting entity confirming my involvement or involvement of any Member of a Consortium in each project (as described in more detail in Appendix B4 of the RFQ), referred within the Response is true and is in place.

I understand and accept that false information or omission could result in exclusion of the Bidder from the tendering process.

I confirm that each Member of a Consortium is jointly and severally liable for the Response.

This Declaration is to be signed by the Bidder and each Member of a Bidder Consortium.

Name of Bidder/Consortium Member:

Signed on behalf of Bidder/Consortium Member: -----

Position in Bidder/Consortium Member organization:

[Repeat as many times as required]

Date:

Form 2: Legal Questionnaire

		Yes	No
Q1.	Has the Bidder (or in the case of a Consortium, any Member of the Consortium) been found, by any tribunal or competent authority, guilty or to have been responsible in any country for breaches in the past 5 years of: (a) equal opportunities legislation; (b) health and safety legislation; (c) environmental/pollution legislation?		
If Yes, please provide further details (in no more than 1 page):			
Q2.	Has the Bidder (or in the case of a Consortium, any Member of the Consortium) been found guilty by a decision of a competent authority (or a court judgment that has come into force and has become final) of a violation of labor rights including: (a) employment in the past three years of one or more non Serbian citizens or nationals if such citizens or nationals illegally reside in Serbia (b) employment of a person without concluding a written employment contract (unless eighteen months have passed from the date of the respective court judgment or date the decision became final to the date of submitting a Response to this RFQ)?		
If Yes, please provide further details (in no more than 1 page):			
Q3.	Has the Bidder (or in the case of a Consortium, any Member of the Consortium) been found guilty by a decision of a competent authority or a court judgment (that has come into force and has become final) of a violation of competition law (unless twelve months have passed from the date of the respective court judgment or date the decision became final to the date of submitting this a Response to this RFQ)?		
If Yes, please provide further details (in no more than 1 page):			
Q4.	Have any legal protection proceedings or insolvency proceedings of the Bidder (or in the case of a Consortium, any Member of the Consortium) been initiated or are ongoing and/or have the business activities of the Bidder (or in the case of a Consortium, any Member of the Consortium) been suspended or discontinued in the past 3 years?		
If Yes, please provide further details (in no more than 1 page):			

Q5.	<p>Are there any potential conflicts of interest that may arise if the Bidder were to be selected, in particular, but without limitation, where:</p> <p>(i) the Bidder (or in the case of a Consortium, any Member of the Consortium) is carrying out any work for the City, the DHC Beoelektrane or any entity in the City's administration or otherwise affiliated to the City or has carried out such work in the last 3 years; or</p> <p>(ii) the Bidder (or in the case of a Consortium, any Member of the Consortium) might potentially be providing services for more than one Bidder in respect of the Project?</p>		
If Yes, please provide further details (in no more than 1 page):			
Q6.	<p>Is the Bidder or any Member of a Bidder Consortium subject to sanctions or asset freezing measures in any jurisdiction?</p>		
If Yes, please provide further details (in no more than 1 page):			

Form 3: Relevant Project Experience Information Sheet

Complete this Form 3 to indicate the reference projects that the Bidder chooses to use as evidence against the Relevant Technical Criteria. The same project can be used to demonstrate several RTCs.

Name of project		Single Bidder or Relevant Consortium Member or Associate name	Project type*	City / State / Country	Contracting Authority / Client	Role of Bidder or Consortium Member or Associate**
<u>Project Development Experience</u>						
<i>RTC1</i>						
1						
2						
<i>RTC2</i>						
1						
2						
<u>Project Management, Operation and Maintenance Experience</u>						
<i>RTC1</i>						
1						
2						
<i>RTC2</i>						
1						

Name of project		Single Bidder or Relevant Consortium Member or Associate name	Project type*	City / State / Country	Contracting Authority / Client	Role of Bidder or Consortium Member or Associate**
2						

*) Please specify: Build Own and Operate (BOO), Engineering Procurement and Construction (EPC), construction, supply, supervision, Operation and Maintenance (O&M), etc.

**) Please specify, in what quality the Member has implemented the project, e.g. as main developer, main contractor, member in a joint venture or consortium as leader or normal member, subcontractor, EPC-contractor, O&M contractor, etc.

Form 4: Project Data Sheet

Bidder's/ Consortium Member's Name: [insert full name]

Date: [insert day, month, year]

Complete this Form 4 (Project Data Sheet) for each project identified in your Response to Form 3.

Experience No. : _____ <i>[insert project name]</i>			
	Information		
Bidder/Member/Associate claiming the experience :			
Contract Identification / Name of project :			
Project location (town, country)			
Brief description of the project, emphasizing its specificity:			
Description of Bidder's/Member's scope of responsibility			
Owner of the project/contracting agency			
Commencement date or signing date of contract:			
Completion date of facilities:			
Number of years of actual operation by the Bidder or Member			
Lifetime of contract:			
Type of project <i>[Please specify: Build Own and Operate (BOO), Engineering Procurement and Construction (EPC), construction, supply, supervision, Operation and Maintenance (O&M), etc]</i>			
Role in Contract <i>[Check the appropriate box]</i>	Contractor <input type="checkbox"/>	Consortium Member <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Contract Value			
Original Amount _____ <i>[Insert total contract amount in original currency]</i>			
Amount in RSD equivalent _____ <i>[insert total contract amount in RSD equivalent]</i>			
Exchange rate _____ <i>[Insert exchange rate used to calculate RSD equivalent]</i>			
Annual O&M costs			
Original Amount _____ <i>[Insert total contract amount in original currency]</i>			
Amount in RSD equivalent _____ <i>[insert total contract amount in RSD equivalent]</i>			

Experience No. : _____ <i>[insert project name]</i>	
	Information
Exchange rate _____ <i>[Insert exchange rate used to calculate RSD equivalent]</i>	
<p>Characteristic indicators of project - Treatment</p> <p>(if project comprises more than one facility, add info for each additional facility)</p> <ul style="list-style-type: none"> • Type of facility : • Capacity of facility (t/a of MSW): • Actual annual throughput (t/a of MSW) for all operating years in the past five years : • Technology of plant: • No of Units • Design waste characteristics • Purchaser of electricity output (if any) • Annual quantity of residues to be landfilled for all operating years in the past five years • Flue gas cleaning standards applied <p>Other areas</p> <ul style="list-style-type: none"> • Please specify characteristic data 	
<p>Characteristic indicators of sanitary landfill projects</p> <p>(if project comprises more than one facility, add info for each additional facility)</p> <ul style="list-style-type: none"> • Type of facility: • Capacity of facility (t/a of MSW): • Actual annual throughput (t/a of MSW) for all operating years in the past five years: • Technology of plant (if any): • Type of waste landfilled (residual waste, treated waste, bottom ash, etc.) • Landfill construction standards <ul style="list-style-type: none"> • Bottom liner design • Leachate treatment design • Gas treatment 	

Experience No. : _____ <i>[insert project name]</i>			
	Information		
<ul style="list-style-type: none"> • emplacement methodology • area of landfill (m²) • Purchaser of electricity output (if any) Other areas <ul style="list-style-type: none"> • Please specify characteristic data 			
<ul style="list-style-type: none"> • Manufacturers of main equipment/major subcontractors 			
<ul style="list-style-type: none"> • Annual availability of each facility (designed/actual operating hours) for all operating years in the past five years 			
<ul style="list-style-type: none"> • Lead banking institution financing the Project (if any) 			
<ul style="list-style-type: none"> • Sources of funds for Project and their share 			
<ul style="list-style-type: none"> • Permits and approvals responsible for (list the permits and approvals obtained) 			
If member in a Consortium or subcontractor, specify share of participation of total contract amount	_____ <i>[insert percentage amount]</i>	_____ <i>[Insert amount in original currency]</i>	_____ <i>[Insert amount in RSD equivalent]</i> Exchange rate _____ <i>[Insert exchange rate used to calculate equivalent RSD]</i>
Contracting Agency's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail:	<i>[insert e-mail address, if available]</i>		

Where the currency of the relevant project contract is a currency other than RSD, the amounts shall be expressed in RSD in Form 4, and for that purpose the Bidder should make the conversion to RSD by using the official exchange rates of the National Bank of Serbia (NBS) as of 20th August 2015 at <http://www.nbs.rs/internet/english/scripts/ondate.html>. In the event the relevant exchange rate(s) is not

published by the NBS, the respective amounts shall be converted first to another major currency on NBS list, using the official exchange rate of the central bank of the country of the currency, and then converted into RSD using the official NBS rate, as of 20th August 2015.

Form 5: Net Worth

The following table shall be filled in for a Single Bidder or for each Member in the case of a Consortium

Bidder's/ Consortium Member's Name: [insert full name]

Date: [insert day, month, year]

Net Worth	Year 1	Year 2	Year 3
In Republic of Serbia Dinar (RSD)	RSD:	RSD:	RSD:
In currency of financial reporting <i>[Indicate currency]</i>			
Exchange rate <i>[Insert exchange rate(s) used]</i>			

Year 1 = the most recent fiscal year preceding the Response Deadline for which audited financial statements are available

Year 2 = the fiscal year preceding Year 1

Year 3 = the fiscal year preceding Year 2

As part of this Form 5, the Bidder, or if the Bidder is a Consortium then each Member of the Consortium, shall provide audited financial statements for the most recent three full financial years for which such statements are available, including the consolidated balance sheet, income statement, statement of cash flows and the accompanying notes.

If the financial strength of an Associate is used to demonstrate that the Bidder meets RFC1, then the Bidder must also submit as part of this Form 5 the audited financial statement of the Associate for the most recent three fiscal years, and a letter of support, or equivalent, from the Associate.

Where the currency of the financial statement is a currency other than RSD, the net worth amounts shall be expressed in RSD in Form 5, and for that purpose the Bidder should make the conversion to RSD by using the official exchange rates of the National Bank of Serbia (NBS) as of 20th August, 2015 at <http://www.nbs.rs/internet/english/scripts/ondate.html>. In the event the relevant exchange rate(s) is not published by the NBS, the respective amounts shall be converted first to another major currency on NBS list, using the official exchange rate of the central bank of the country of the currency, and then converted into RSD using the official NBS rate, as of 20th August 2015.

In case of inconsistency between this form and submitted financial statements, information contained in submitted financial statements will prevail.

Form 6: Project Finance Experience

Bidder's/ Consortium Member's Name: [insert full name]

Date: [insert day, month, year]

Experience No. : _____ <i>[insert project name]</i>			
Information			
Bidder/Member claiming the experience :			
Contract Identification / Name of project :			
Project location (town, country)			
Brief description of the project, emphasizing its specificity from a financing perspective:			
Description of Bidder's/Member's role/responsibility in providing, arranging or securing project financing			
Public promoter/contracting agency			
Commencement date/ signing date of contract/ financial close date			
Scheduled repayment date:			
Duration of contract:			
Type of project <i>[Please specify: Build Own and Operate (BOO), Engineering Procurement and Construction (EPC), construction, supply, supervision, Operation and Maintenance (O&M), etc]</i>			
Role in Contract <i>[Check the appropriate box]</i>	Contractor <input type="checkbox"/>	Consortium Member <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Contract Value			
Original Amount _____ <i>[Insert total contract amount in original currency]</i>			
Amount in EUR equivalent _____ <i>[insert total contract amount in RSD equivalent]</i>			
Exchange rate _____ <i>[Insert exchange rate used to calculate RSD equivalent]</i>			
Annual O&M costs			
Original Amount _____ <i>[Insert total contract amount in original currency]</i>			
Amount in RSD equivalent _____ <i>[insert total contract amount in RSD equivalent]</i>			
Exchange rate _____ <i>[Insert exchange rate used to calculate RSD equivalent]</i>			
Summary of project financing structure (if the project comprises more than one project facility, add information for each additional project facility)			

Experience No. : _____ <i>[insert project name]</i>	
	Information
<ul style="list-style-type: none"> • Lead banking institutions financing the project (please identify mandated lead arrangers, agent and security trustee) 	
<ul style="list-style-type: none"> • Any key innovations, challenges and solutions implemented 	
<ul style="list-style-type: none"> • Security instruments provided by the contracting authority (e.g. guarantees, direct agreement terms, etc...) 	
Contracting Agency's Name:	<i>[insert full name]</i>
Address:	<i>[indicate street / number / town or city / country]</i>
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>
E-mail:	<i>[insert e-mail address, if available]</i>

Where the currency of the relevant project finance contract is a currency other than RSD, the amounts shall be expressed in RSD in Form 6, and for that purpose the Bidder should make the conversion to RSD by using the official exchange rates of the National Bank of Serbia (NBS) as of August 20th, 2015 at <http://www.nbs.rs/internet/english/scripts/ondate.html>. In the event the relevant exchange rate(s) is not published by the NBS, the respective amounts shall be converted first to another major currency on NBS list, using the official exchange rate of the central bank of the country of the currency, and then converted into RSD using the official NBS rate, as of 20th August , 2015.

APPENDIX D - RESPONSE CHECKLIST

A Bidder's Response should comprise:

(a) a Legal Response set out in the following Form in Appendix C:

- Form 1: Duly signed Declaration
- Form 2: Legal Questionnaire

(b) a Technical Response set out in the following Form in Appendix C:

- Form 3: Relevant Project Experience Information Sheet
- Form 4: Project Data Sheet

(c) a Financial Response set out in the following Form in Appendix C:

- Form 5: Net Worth
- Form 6: Project Finance Experience, and

(d) the Information Requirements set out in:

- Appendix B1: Delivery Approach Summary
- Appendix B2: Article 75 Requirements
- Appendix B3: Registration
- Appendix B4: Confirmations

APPENDIX E – DEFINITIONS

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.
Applicable Legislation	The laws of Serbia and any other laws that are applicable to the Project.
Article 75 Requirements	The requirements set out in Article 75 of the Public Procurement Law, as described in more detail in Appendix B2.
Associate	A person who Controls, is Controlled by, or is under common Control with an Enterprise forming part of the Bidder.
Award of the PPP Contract	The process described in paragraph 4.1.3.
Bidder	A Single Bidder or Consortium that Responds to this RFQ.
C&D Waste	Construction and Demolition Waste.
City	The City of Belgrade, City Administration, Secretariat for Environmental Protection.
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 and 14/2015, Public Procurement Law).
Communication Address	The email address set out in paragraph 5.2 of this RFQ.
Confirmation	A confirmation in writing from the relevant employer or public sector promoting entity of the Bidder or the relevant Consortium Member's involvement in each project submitted by a Bidder or a Consortium Member in its Response on Form 4.
Consortium	A group of two or more Enterprises that join together to make a Response, with or without sub-contractors.
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.
Declaration	A declaration signed by the Single Bidder (where the Bidder is a single Enterprise) or by each Member of the Consortium (where the Bidder is a Consortium) in the Form 1 set out at Appendix C (Declaration).
Delivery Approach Summary	A summary that satisfies the requirements of Appendix B1 (Delivery Approach Summary).
DHC Beoelektrane	The District Heating Company of the City of Belgrade “JKP Beogradske elektrane Beograd”.
EfW/Energy from Waste	<p>One or more processing plant(s) which recovers energy (electricity and/or heat) from MSW, either through the combustion of MSW with or without pre-treatment, through the combustion of SRF or RDF from pre-treated MSW (e.g. in a MBT facility), or through any other combustion process of treated or untreated MSW. The concept of EfW includes the pre-treatment plant, where applicable.</p> <p>For the avoidance of doubt this excludes gasification, pyrolysis and plasma technologies.</p>
Enterprise	A natural person, or legal entity, whether Serbian or foreign resident.
Existing Site	The ~70 ha site of the existing Vinča Landfill and the supporting infrastructure, located in Grocka Municipality at the City of Belgrade territory.
Facilities	All the facilities and supporting infrastructure including associated plant and amenities to be designed, constructed, tested and commissioned pursuant to the PPP Contract.
Financial Response	A response to the questions set out at Appendix A3 (Relevant Financial Criteria) using the Response Form(s) indicated in that Appendix.
Format Requirements	The requirements set out at paragraph 5.6 of this RFQ.
GC	Javno komunalno preduzeće Gradska Čistoća Beograd.
IFC	International Finance Corporation.

Information Requirements	(1) Evidence of the registration or due incorporation of the Single Bidder or each Member of a Consortium (Appendix B3) (2) The Article 75 Requirements (Appendix B2). (3) Delivery Approach Summary (Appendix B1). (4) The Confirmations (Appendix B4).
Invitation	The invitation to submit application for qualifications recognition published together with this RFQ.
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).
Lead Contact	The Enterprise designated as "Lead Contact" on behalf of a Consortium through the Communication Address in accordance with this RFQ which shall submit the Responses and represent the Consortium in communication with the City.
Legal Response	A response to the questions set out at Appendix A1 (Relevant Legal Criteria) using the Response Form(s) indicated in that Appendix and a duly signed Declaration.
MBT	Mechanical biological treatment system for waste processing.
Member	Any Enterprise that forms part of a Bidder Consortium.
Municipal Solid Waste (MSW)	Household waste, and fractions of (i) commercial waste, (ii) industrial waste and (iii) other types of waste which are similar by nature and composition to household waste, as defined under the Law on Waste Management (Official Gazette of the Republic of Serbia, Nos. 36/09, 88/10).

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.
Portal	Serbia's public procurement portal, which may be found at www.portal.ujn.gov.rs .
PPP	A public-private partnership.
PPP Contract	A PPP contract to design, build, finance, operate and maintain the Project to be entered into by the City and the Project SPV.
Project	(i) The design, build, financing, operation, maintenance of the Facilities at the Sites; (ii) making available to the City the capacity of the Facilities; (iii) sale of the power and products generated by the Facilities; and (iv) the handback of the Facilities to the City on expiry or early termination of the PPP Contract.
Project SPV	The special purpose company to be established in Serbia by the Selected Partner to enter into the PPP Contract with the City.
Proposal	A final legal, financial, commercial and technical proposal for the Project that satisfies the City's requirements as set out in the RFP.
PUC	A public utility company established for the purpose of providing public utility services.
Qualification Process	A phase within the competitive dialogue procedure in which the Bidders submit Responses and the City designates "Qualified Bidders" in accordance with this RFQ.
Qualified Bidders	Bidders that are designated as "Qualified Bidders" in accordance with this RFQ.
RDF	Residue derived fuel.
Relevant Criteria	(1) The Relevant Legal Criteria; (2) The Relevant Technical Criteria; and (3) The Relevant Financial Criteria,

	as specified in Appendix A.
Relevant Financial Criteria (RFC)	Criteria RFC1 and RFC2 set out in Appendix A3 (Relevant Financial Criteria).
Relevant Legal Criteria	A "No" Response to each of the questions Q1 to Q6, except in cases set out in paragraph 6.3 above, inclusive set out in Appendix A1 (Relevant Legal Criteria) and a duly signed Declaration.
Relevant Technical Criteria (RTC)	Criteria RTC1 (Residual MSW Treatment); and RTC2 (Residual MSW Disposal) set out in Appendix A2 (Relevant Technical Criteria).
Response Address	The address designated for the receipt of Responses set out in paragraph 5.3 of this RFQ.
Response Deadline	The deadline for the receipt of Responses set out in paragraph 5.3 of this RFQ.
Response Requirements	The following duly completed in accordance with the terms of this RFQ: (a) a Legal Response; (b) a Technical Response; (c) a Financial Response; and (d) the Information Requirements.
RFQ/ Request for Qualification	This Request for Qualification published on the Portal together with the Invitation.
RFP/Request for Proposals	The Request for Proposals, which is to be sent to Qualified Bidders.
RFP Process	The phase through which a Qualified Bidder is designated as the "Selected Partner" in accordance with the RFP.
Selected Partner	The Qualified Bidder selected as the preferred bidder and designated as the Selected Partner pursuant to the RFP.
Single Bidder	An Enterprise that makes 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.
Technical Response	A response to the questions set out at Appendix A2 (Relevant Technical Criteria) using the Response Form(s) indicated in that Appendix.

Term	At least 25 years and up to 30 years from the date of the PPP Contract.
Vinča Landfill	Belgrade's largest landfill for disposal of MSW, operated by GC at the Existing Site.

APPENDIX F – INFORMATION LINKS

1)	Local Waste Management Plan 2011-2020, in English:	http://www.beograd.rs/download.php/documents/lokplanuprotpadom-engl.pdf
2)	Local Waste Management Plan 2011-2020, in Serbian – part 1:	http://www.beograd.rs/download.php/documents/Lokalni%20plan%20upravljanja%20otpadom%202011-2020%20-%20I%20deo.pdf
3)	Local Waste Management Plan 2011-2020, in Serbian – part 2:	http://www.beograd.rs/download.php/documents/Lokalni%20plan%20upravljanja%20otpadom%202011-2020%20-%20II%20deo.pdf
4)	Local Waste Management Plan 2011-2020, in Serbian – part 3:	http://www.beograd.rs/download.php/documents/Lokalni%20plan%20upravljanja%20otpadom%202011-2020%20-%20III%20deo.pdf
5)	Decision on Communal Order, in Serbian:	http://www.overa.rs/odluka-o-komunalnom-redu.html
6)	Decree on Waste Disposal at Landfills, in Serbian:	http://demo.paragraf.rs/combined/Old/t/t2010_12/t12_0138.htm
7)	Decree on Thermal Treatment of Waste, in Serbian:	www.cis.org.rs/propisi/296?1338287238
8)	Law on Public Procurement, in Serbian	http://www.paragraf.rs/propisi/zakon_o_javnim_nabavkama.html
9)	Law on Public-private Partnership and Concessions, in Serbian	http://www.paragraf.rs/propisi/zakon_o_javno_privatnom_partnerstvu_i_koncesijama.html
10)	Law on Environmental Protection, in Serbian:	http://www.paragraf.rs/propisi/zakon_o_zastiti_zivotne_sredine.html
11)	Law on Pollution Prevention and Control, in Serbian:	http://www.paragraf.rs/propisi/zakon_o_integrisanom_sprecavanju_i_kontroli_zagadjivanja_zivotne_sredine.html
12)	Law on Environmental Impact Assessment, in Serbian:	http://www.paragraf.rs/propisi/zakon_o_proceni_uticaja_na_zivotnu_sredinu.html
13)	Law on Environmental Impact Assessment of 2004, unofficial translation to English:	http://www.scribd.com/doc/22752574/Law-on-environmental-impact-assessment#scribd

14)	Law on Environmental Protection, unofficial translation to English:	http://www.putevi-srbije.rs/strategijapdf/zzseng.pdf
15)	Law on Pollution Prevention and Control of 2004, unofficial translation to English:	http://www.asser.nl/upload/eel-webroot/www/documents/cms_eel_id104_1_LAW%20on%20I-PPC-Off.Jour.%20of%20RS-No.135-04.pdf
16)	Law on Energy 2014, in Serbian:	http://www.paragraf.rs/propisi/zakon_o_energetici.html
17)	Law on Energy 2014, unofficial translation to English:	www.mre.gov.rs/doc/efikasnost-izvori/EnergyLaw.doc
18)	Law on Local Self-Government, in Serbian:	http://www.paragraf.rs/propisi/zakon_o_lokalnoj_samoupravi.html
19)	Law on Packaging and Packaging Waste, in Serbian:	http://www.paragraf.rs/propisi/zakon_o_ambalazi_i_ambalaznom_otpadu.html
20)	Law on Public Enterprises, in Serbian:	http://www.paragraf.rs/propisi/zakon_o_javnim_preduzecima.html
21)	Law on Public Utility Services, in Serbian:	http://www.paragraf.rs/propisi/zakon_o_komunalnim_delatnostima.html
22)	Waste Management Law, in Serbian:	http://www.paragraf.rs/propisi/zakon_o_upravljanju_otpadom.html
23)	Rulebook on Categories, Inspection and Classification of Waste, in Serbian:	http://www.kombeg.org.rs/Slike/CeTranIRazvojTehnologija/pravilnik_o_kategorijama_klasifikaciji_i_ispitivanju_otpada.rtf.pdf
24)	Decree on Conditions and Procedure for obtaining the Status of Privileged Power Producer, in Serbian:	http://www.mre.gov.rs/doc/efikasnost-izvori/B01%20Uredba%20o%20uslovima%20i%20postupku%20sticanja%20statusa%20povlascenog%20proizvodjaca%20elektricne%20energije.pdf
25)	Decree on Incentives for Producers of Renewable Energy, in Serbian:	http://www.mre.gov.rs/doc/efikasnost-izvori/B02%20Uredba%20o%20merama%20podsticaja%20za%20povlascene%20proizvodjace.pdf
26)	Rulebook on establishing Standard Models of PPA and Preliminary PPA, in Serbian:	http://www.mre.gov.rs/doc/efikasnost-izvori/C03%20Pravilnik%20o%20utvrđivanju%20standardnih%20modela%20ugovora%20i%20predugovora%20o%20otkupu%20ukupnog%20iznosa%20proizvedene%20elektricne%20energije.pdf
27)	Statistics: Belgrade in Figures Report (2014), in English:	https://zis.beograd.gov.rs/images/ZIS/Files/Publikacije/Belgrade_in_figures_2014.pdf

28)	Statistics: Belgrade Statistical Yearbook (2013), in English:	https://zis.beograd.gov.rs/images/ZIS/Files/Godisnjak/G_2013E.pdf
-----	---	---