

Pursuant to Articles 22 and 35 of the Law on Public-Private Partnership and Concessions (“Official Gazette of the Republic of Serbia“ no. 88/11, 15/16 and 104/16)

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

a n n o u n c e s

**PUBLIC CALL FOR GRANTING OF CONCESSION FOR DESIGN, CONSTRUCTION,
MANAGEMENT AND MAINTENANCE OF PUBLIC GARAGES IN THE TERRITORY
OF THE CITY OF NOVI SAD
(CODE: JP-K-2/2019-G)**

1) Contact data of the Concession Authority:

City of Novi Sad, reg. file no.: 08965498, TIN (taxpayers' identification no.): 109924914, Žarka Zrenjanina Street no. 2, Novi Sad, web page of the Concession Authority: www.novisad.rs, e-mail: milijana.radovanovic@uprava.novisad.rs, postal address: Služba za zajedničke poslove Grada Novog Sada - Sektor za javne nabavke (General Affairs Department of the City of Novi Sad – Public Procurement Sector), Novi Sad, Žarka Zrenjanina Street no. 2, office 35/II.

2) Subject of concession, nature and scope of concession activity, place of conducting of concessions activity and duration of concession:

Subject of this procedure is granting of concession, namely public-private partnership with the elements of concession, makes the design, construction, management and maintenance of four garages in the territory of the City of Novi Sad, providing that each individual garage makes a separate lot in the concession granting procedure.

The subject concession has been shaped in lots, as follows:

Lot 1 - Design, construction, management and maintenance of the public garage in Modene Street

Characteristics of the planned garage:

- In relation to the ground level, the garage is underground (the number of underground floors is not limited),
- In relation to usable area, the garage is large (gross floor area is approximately 3,500 m²);
- Garage capacity is approximately 100 passenger cars per floor (two-floor recommendation);
- Access to the garage is from Modena Street (from Žarka Zrenjanina Street);
- Plot number: 225 and 7732/1, Cadastral Municipality Novi Sad II;
- Terrain elevation 78.30 - 79.00 m asl;
- Maximum groundwater level is 76.50 m asl.

Lot 2 - Design, construction, management and maintenance of the public garage on the corner of Uspenska and Šafarikova streets

Characteristics of the planned garage:

- In relation to the ground level, the garage is above ground (Po + P + 4);
- Relative to the usable area, the garage is large (gross floor area is approximately 2,100 m² - total garage area is around 10,500 m²);
- Garage capacity is approximately 70 passenger cars per floor (350 passenger cars in total);
- Access to the garage is from Pavla Papa and Šafarikova streets;
- Plot number: 10140/1, 10143, 10144/1 and parts of plots 10140/2, 10141, 10142 and 10587/1, Cadastral Municipality Novi Sad I
- Terrain elevation 79.00 - 79.50 m asl;
- Maximum groundwater level 76.50 m asl

Lot 3 - Design, construction, management and maintenance of the public garage at the building of the Provincial Government and Assembly of the Autonomous Province of Vojvodina
Characteristics of the planned garage:

- In relation to the ground level, the garage is underground (two underground floors);
- In relation to usable area, the garage is large (gross floor area is approximately 3,000 m² - total garage area is approximately 6,000 m²);
- Garage capacity is approximately 90 passenger cars per floor (about 180 passenger cars in total);
- Access to the garage is from Banovinski prolaz and Vladike Platona Street;
- Plot number: 186, Cadastral Municipality Novi Sad II;
- Terrain elevation 77.20 - 77.50 m asl;
- Maximum groundwater level 76.50 m asl

Lot 4 - Design, construction, management and maintenance of the public garage at Trg republike (Republic Square)

Characteristics of the planned garage:

- In relation to the ground level, the garage is underground (the number of underground floors is not limited, the recommendation is two floors);
- Gross floor area of one floor is approximately 7,000 m² (recommendation of two floors, approximately 14,000 m²);
- Garage capacity is approximately 200 passenger cars per floor, or a total of 400 passenger cars;
- Access to the garage is from Daničićeva Street and Žarka Vasiljevića Street (direction from Žarka Zrenjanina Street);
- Plot number: 9427/1, Cadastral Municipality Novi Sad I;
- Terrain elevation: 79.00 - 79.50 m asl;
- Maximum groundwater level 76.50 m asl.

The design and construction of public garages must be carried out in accordance with the urban plan. Public garages should be designed to meet all the requirements of the modern lifestyle, especially in terms of modern comfort, health, ecology, safety and economy.

In addition, public garages should be designed and constructed in accordance with the concept of rational use of resources, topography and conservation of resources, combining location in the design of the original terrain to be created, shortening the earlier stages of construction,

optimizing design methods to reduce construction costs and rational use of resources for the purpose of functional reducing the amount of the funds invested.

Provision should also be made for the rational separation of pedestrians and vehicles, ensuring the applicability of the transport and pedestrian systems, establishing entrances and exits in accordance with the rules of the profession and standards, avoiding intersections and overlaps in such a way, as well as establishing an intelligent parking management system, thereby achieving the principle of intelligent garages.

The City of Novi Sad will provide city construction land for the realization of this public-private partnership project with the elements of concession. The construction itself would include the construction of the facility/building, regulation, electrical lighting, water supply and sewage, air-conditioning, as well as the management equipment and other equipment required in accordance with the applicable regulations.

The intention of the Concession Authority is to conclude with the selected tenderer as a private partner - concessionaire a public-private partnership agreement with the elements of concession, i.e. the Concession Contract for the design, construction, management and maintenance of a public garage in the territory of the City of Novi Sad, with financing in full at all stages by the Concessionaire.

The Concessionaire is awarded the performing of concession activity for a period of 40 years from the start of the Management and Maintenance Phase, namely for a total of 43 years at the most, including the Design and Construction Phase, depending on the proposed deadline for the completion of the Design and Construction Phase. The deadline for completion of the Design and Construction Phase is calculated from the day of handover of the site and lasts no longer than 3 (in words: three) years.

The Concessionaire bears the risk related to the commercial use of the Concession facility. The Concession Authority does not in any way guarantee that the Concessionaire will, in normal working conditions, directly or indirectly, recover the invested funds or costs incurred in the performance of the Concession Activity, nor will it be liable for any damages that may be incurred by the Concessionaire on this basis. Interested parties are obliged to make their own assessments, as well as to carry out all necessary checks to assess the value and cost-effectiveness of the concession.

The Concessionaire is obliged to provide financing of the Concession activity, prepare technical and other documentation and obtain necessary permits, in accordance with the provisions of the Concession Contract, to perform construction and other works necessary for the use of the facility, manage and maintain the public garage, pay the Concession Authority the agreed concession fee, hand over the public garage to the Concession Authority upon expiry of the Contract, as well as to perform other activities for the purpose of performing the Concession Activity, in accordance with the Contract.

The Concession Authority is obliged to hand over the site to the Concessionaire free of burdens and things and from the rights of third parties, as well as technical and other documentation, if made for the site for the construction of a public garage, and to provide all necessary assistance to the Concessionaire during all stages of design, construction, management and maintenance of the public garage, that is, throughout the entire period of validity of the Contract.

The Concessionaire is entitled to determine the price of the use of a parking space under the price list, with the prior consent of the Concession Authority, in accordance with the valid regulations, whereby the minimum price of the use of a parking space is determined based on the

assumptions from the Concession document. The Concessionaire may also determine a different price from the guaranteed minimum price, in accordance with provisions stipulated in the Draft Concession Contract.

The Concessionaire shall, for the purpose of performing the Concession Activity, establish a Special Purpose Company (hereinafter: SPC) through which it will exercise its rights and obligations under the Contract.

The basic principles of performing Concession activities and the objectives that are pursued by the conclusion of the Contract are the realization and protection of the public interest through the improvement and modernisation of the organisation of stationary traffic in Novi Sad, as well as the provision of an adequate number of parking spaces, the establishment of efficient and cost efficient organisation of stationary traffic by taking over the design, construction, management and maintenance of public garages with financing in full by the Concessionaire, transfer of market risk, operational risk, risk of exceeding the construction costs and other risks to the Concessionaire, establishing of a profitable, efficient and optimally organised system of business and management, through the knowledge and experience of the Concessionaire.

While performing the Concession activity, the Concessionaire undertakes to comply with the applicable regulations. The Concessionaire shall be obliged to pay the determined concession fee for performing the Concession Activity. The concession fee will be paid annually. The method and terms of payment shall be defined in the Concession Contract, in accordance with the tender of the selected Concessionaire. The offered value of the concession fee is expressed in percent of SPC's operating income and its amount will be determined by the Concession Contract in accordance with the tender of the selected tenderer.

All rights and obligations of the Concessionaire and the Concession Authority are regulated in detail by the Draft Concession Contract for the design, construction, management and maintenance of a public garage in the territory of the City of Novi Sad, which forms an integral part of the Tender Documents.

The Concession Authority shall regulate specifically the performance of the communal activity of management of public parking lots, in the part related to the management of public garages within the framework of performing the Concession Activity, based on the decision of the City Assembly of Novi Sad, in accordance with the Draft Concession Contract and valid regulations.

3) Method and deadline for tender submission:

The tenders, together with supporting documentation, shall be submitted by post or directly to the address: Služba za zajedničke poslove Grada Novog Sada - Sektor za javne nabavke (General Affairs Department of the City of Novi Sad – Public Procurement Sector), Novi Sad, Žarka Zrenjanina Street no. 2, office 35/II. The envelope must be marked with the text reading: „Ponuda u postupku davanja koncesije za projektovanje, izgradnju, upravljanje i održavanje javnih garaža na teritoriji Grada Novog Sada – Partija broj _____ (šifra: JP-K-2/2019 –G) - NE OTVARATI“ ("The tender in the procedure of concession granting for the design, construction, management and maintenance of public garages in the territory of the City of Novi Sad - Lot No. _____ (code: JP-K-2/2019-G) - DO NOT OPEN", and with the name of the tenderer and the address, telephone number of the tenderer, as well as the name and surname of the contact person at the back. If the tender is submitted by a group of tenderers, it is desirable to indicate on the envelope that it is a group of tenderers and indicate the names and addresses of all participants in the joint tender.

The tender must be compiled in Serbian language. The procedure shall be carried out in Serbian language. The tenderer with the registered office in another country may enclose a part of its tender related to evidences for fulfilment of the required conditions in English language as well.

The deadline for submission of tenders is February 21st, 2020 until 10.00 a.m.

4) Personal, professional, technical and financial conditions that tenderers have to fulfil, as well as the documents evidencing their fulfilment:

Any domestic or foreign legal or natural person, namely entrepreneur (hereinafter referred to as: interested persons) may be a participant in the contract award procedure. Participation in the concession award procedure will be open to all interested parties who have downloaded the Tender Documents in the manner stipulated by the Public Call and who have signed the confidentiality agreement. The tenderer whose tender is selected as the most favourable based on the decision on the selection of the most favourable tender, i.e. the Concessionaire, shall be obliged, after concluding the public contract, in accordance with the Draft Concession Contract and valid regulations of the Republic of Serbia, to establish its special purpose company via which it shall exercise its rights and obligations under the Contract.

A tenderer, a tenderer from a group of tenderers and subcontractor shall have the right to participate in the procedure if they fulfil the following conditions:

1) That it is registered with the competent authority, i.e. registered in the relevant register in the country of origin, as an active legal entity

Evidence for Legal Entities

Excerpt from the Register of the Business Registers Agency, that is, excerpt from the Register of the competent Commercial Court or other appropriate Register.

Evidence for entrepreneurs

Excerpt from the Register of the Business Registers Agency, i.e. extract from the relevant Register.

The evidence may not be more than two months old prior to the opening of tenders.

Note:

The Tenderers, namely subcontractor, registered in a register kept by the Business Registers Agency do not have to submit an Excerpt from the Register of the Business Registers Agency, which is publicly available on the website of the Business Registers Agency.

The Tenderers, namely subcontractors, registered in a foreign country submit proof of registration in the relevant register of the country in which they have their registered office.

2) That neither it, nor its legal representative have been convicted for any crimes as member of an organized criminal group, for commercial criminal offence, criminal offence against the environment, criminal offence of receiving or offering bribe, criminal offence of fraud

Evidence for legal entities

a) Extract from the penalty records, namely the certificate of the first instance and higher court with jurisdiction in the area where the registered office of a domestic legal entity is located, namely where the registered office of the representative or branch office of a foreign legal entity is located, confirming that the legal entity has not been convicted for commercial criminal offence,

criminal offence against the environment, criminal offence of receiving or offering bribe, criminal offence of fraud. If the certificate of the first instance court includes the data from the criminal records of both the first instance and higher court it is sufficient to submit only such certificate.

б) Extract from the penalty records of the Special Department for Organized Crime of the Higher Court in Belgrade confirming that the legal entity has not been convicted for any crimes as member of an organized criminal group.

в) Extract from the penalty records from the competent police administration of the Ministry of Internal Affairs, confirming that tenderer's *legal representative* has not been convicted for any crimes as a member of an organized criminal group, for commercial criminal offence, criminal offence against the environment, criminal offence of receiving or offering bribe, criminal offence of fraud. The application may be submitted according to the place of birth or place of residence of the legal representative. If the tenderer has several legal representatives, the evidence shall be submitted for each of them

Evidence for entrepreneurs and natural persons

Extract from the penalty records, i.e. certificate from the competent police administration of the Ministry of Internal Affairs, confirming that the tenderer has not been convicted for any crimes as a member of an organized criminal group, for commercial criminal offence, criminal offence against the environment, criminal offence of receiving or offering bribe, criminal offence of fraud. The application may be submitted according to the place of birth or place of residence.

The evidence may not be more than two months old prior to the opening of tenders.

Note:

The tenderers, namely subcontractors, registered in a foreign country submit the appropriate evidence confirming that they have not been convicted issued by the competent body of a country in which they have their registered office or residence.

3) that it has paid due taxes, contributions and other public fees in accordance with the regulations of the Republic of Serbia or a foreign country if its registered office is located in its territory

Evidence for legal entities, entrepreneurs and natural persons

Certificate from the Tax Administration of the Ministry of Finance that the tenderer has settled all due taxes and contributions and certificate from the competent local self-government department that the tenderer has settled its obligations under original local public revenues (certificates of all competent local self-governments where it is kept as a taxpayer of original tax revenues). The taxpayer who has been granted the right to repay the tax debt, in accordance with the law governing the write-off of interest rates and the standstill of the tax debt, shall submit a certificate from the Tax Administration of the Ministry of Finance, namely the competent local self-government authority on the repayment of the tax debt. The taxpayer who has the right to write off the debt, in accordance with the law governing privatization, submits a certificate from the Ministry of Economy that the tenderer is in the process of privatization.

The evidence may not be more than two months old prior to the opening of tenders.

Note:

The tenderers, namely subcontractors, registered in a foreign country submit the appropriate evidence confirming that they have paid taxes, contributions and other public fees issued by the competent body of a country in which they have their registered office or residence.

NOTES TO ITEMS 1) TO 3):

The Tenderers, namely subcontractors, registered in the Register of Tenderers kept by the Business Registers Agency do not have to submit the evidence on fulfilment of conditions referred to in Items 1) to 3), but it is desirable that they submit the evidence on registration in the Register of Tenderers, or a Declaration (in a free form) confirming that they are registered in the Register of Tenderers.

4) that he has complied with the obligations arising from the applicable regulations on occupational safety, employment and working conditions, environmental protection, and that he has no prohibition on performing the activity in force at the time of submission of the offer.

Evidence for legal entities, entrepreneurs and natural persons:

A statement that he has complied with the obligations arising from the applicable regulations on occupational safety, employment and working conditions, environmental protection, and that he has no prohibition on performing the activity in force at the time of submission of the offer - completed, signed and stamped - if a seal is to be used (*form integrated in tender documentation*)

5) that no bankruptcy or liquidation proceedings have been instituted against him, namely prior bankruptcy proceedings

Evidence for legal entities and entrepreneurs

Certificate from Business Registers Agency that bankruptcy or liquidation proceedings have not been registered against him, nor has it ceased to exist due to the court or decision of another authority with binding force and confirmation of the competent commercial court that no previous bankruptcy proceedings are pending against him.

Note:

The tenderers, namely subcontractors, registered in a foreign country shall provide appropriate evidence of bankruptcy or liquidation proceedings, namely prior bankruptcy, issued by the competent authority of the country in which they are established.

The tenderer must also prove in the concession procedure:

6) to fulfil the condition of financial capacity:

a). that in each of the previous 3 (three) financial years (2016, 2017 and 2018), the tenderer generated operating income from the sale of goods and services in the amount of at least RSD 1,200,000,000.00

Evidence for legal entities:

Income statement for 2016, 2017 and 2018, in the prescribed form, with the opinion of a certified auditor,

or

The Public Procurement Credit Report (BON JN) for 2016, 2017 and 2018, issued by the Business Registers Agency or other competent authority.

Evidence for entrepreneurs and physical persons:

Certificate of turnover issued by the commercial bank for 2016, 2017 and 2018.

Note:

If the tenderer is not subject to audit in accordance with the Law on Accounting and Auditing, it is obliged to submit with the income statement, instead of the opinion of the authorized auditor, an appropriate act - a decision on classification in accordance with legal regulations.

The tenderers established in a foreign country shall submit appropriate evidence in accordance with the regulations of the country in which they are established. In instances of foreign tenderers whose business income is denominated in foreign currency, the middle exchange rate of the National Bank of Serbia will be used for conversion into dinars on the day the deadline for submission of tenders expires.

6) that during the period of 24 months prior to the announcement of the Public Procurement, he did not have a business account suspension for more than 5 consecutive days, nor for more than 10 days in total.

Evidence for legal entities, entrepreneurs and physical persons

The Certificate of the National Bank of Serbia on the number of days of illiquidity for the requested period

Note:

The tenderer shall not be obliged to submit this certificate if the information on the number of days of illiquidity for the requested period is available on the website of the National Bank of Serbia.

Tenderers registered in a foreign country shall submit appropriate evidence of account blocking issued by the competent authority of the country where they are established.

7) to fulfil the condition of business capacity:

that during the period from January 1st, 2015 until the expiry of the deadline for submission of tenders, the tenderer, as investor, financier or direct executor had experience in:

- design and construction of at least one underground garage with a capacity of at least 100 parking spaces (Lot 1, Lot 3 and Lot 4)

- design and construction of at least one underground or above ground garage with a capacity of at least 100 parking spaces (Lot 2)

and that he proved to be a good businessman in terms of the quality of the services provided, namely the executed works and compliance with deadlines, i.e. that he has fulfilled, namely duly fulfils all obligations under the contract,

Evidence for legal entities, entrepreneurs and physical persons

Reference list - the list of concluded / executed contracts in the requested period, signed and certified by the tenderer, documented with appropriate certificates of references on the form from the tender documentation, duly certified and signed by the reference contracting authorities. Reference clients may not be natural persons.

NOTE:

Each tenderer from a joint tender, namely each subcontractor depending on whether it is a group of tenderers or if a tenderer submits a joint tender with subcontractor is obliged to fulfil the requirements from items 1) to 5). The tenderers from a group of tenderers shall fulfil other conditions together, in a manner that at least one of the tenderers fulfils the condition separately or that they fulfil these conditions in aggregate, with a maximum of three tenderers in the joint tender having to fulfil the additional condition under point. 6a) and 7).

The fulfilment of conditions from item 7) can be proved through sub-contractors.

5) Criteria for selecting the most favourable tender:

The criterion for the selection of the most favourable tender is the most economically advantageous tender, and consists of the following elements of the criterion:

Ser. no.	Name	Maximal number of weighting factors
1.	VALUE OF CONCESSION FEE	75
2.	BEGINNING OF PAYMENT OF CONCESSION FEE	25
	TOTAL	100

1. VALUE OF CONCESSION FEE

The Concessionaire shall pay to the Concession Authority an annual concession fee whose value, or amount, is expressed as a percentage of SPC's operating income. The tender with the highest percentage of business revenue offered receives the maximum number of weighting factors (75 weights).

Other tenders are evaluated using the following formula:

$$\frac{\text{The offered percentage from tender ranked by } \times 75}{\text{The highest offered percentage of operating revenues}}$$

The amount of the concession fee offered, expressed as a percentage of operating income, may not be lower than 10% of SPC's operating income. SPC's operating income is determined on the basis of the balance sheet for the previous business year. The Tenderer's tender that offers a lower concession fee will be rejected as inadmissible.

2. BEGINNING OF PAYMENT OF CONCESSION FEE

The beginning of the payment of the concession fee is determined in relation to the year in which the Management and Maintenance Phase began. The weights are assigned according to this criterion as follows:

Manner of payment	Number of weightings
The payment of the first annual concession fee is due on June 30 th of the fourth business year, starting from the year in which the Management and Maintenance Phase began.	25
The payment of the first annual concession fee is due on June 30 th of the fifth business year, starting from the year in which the Management and Maintenance Phase began.	23
The payment of the first annual concession fee is due on June 30 th of the sixth business year, starting from the year in which the Management and Maintenance Phase began.	21
The payment of the first annual concession fee is due on June 30 th of the seventh business year, starting from the year in which the Management and Maintenance Phase began.	19

The payment of the first annual concession fee is due on June 30 th of the eighth business year, starting from the year in which the Management and Maintenance Phase began.	17
The payment of the first annual concession fee is due on June 30 th of the ninth business year, starting from the year in which the Management and Maintenance Phase began.	16
The payment of the first annual concession fee is due on June 30 th of the tenth business year, starting from the year in which the Management and Maintenance Phase began.	15
The payment of the first annual concession fee is due on June 30 th of the eleventh business year, starting from the year in which the Management and Maintenance Phase began.	2
The payment of the first annual concession fee is due on June 30 th of the twelfth business year, starting from the year in which the Management and Maintenance Phase began.	1
The payment of the first annual concession fee is due on June 30 th of the thirteenth business year, starting from the year in which the Management and Maintenance Phase began.	0

The beginning of the payment of the concession fee may not be different from the tendered options, namely the tenderer must start payment of the concession fee no later than the 13th year starting from the year in which the Management and Maintenance Phase began. The tenderers' tender that offers a different moment of commencement of payment, namely offers to pay the concession fee after the thirteenth year, counting from the year in which the Management and Maintenance Phase began, will be rejected as inadmissible.

Note: The awarded weighting factors shall be rounded up at two decimals.

In case there are two or more tenders with the same number of weights, the most advantageous tender will be the one submitted by the tenderer who received a larger number of weights based on the element of the criterion in terms of value of the concession fee.

If the most advantageous tender cannot be determined in the above manner, the Concession Authority shall use the draw as the way to award the Contract.

The Concession Authority shall send a written invitation to tenderers who submit equal tenders by all the criteria specified above to attend the procedure for the selection of the most advantageous tender, namely the award of the Contract, by means of draw.

The drawing procedure will be conducted publicly at the premises of the Concession Authority, in Novi Sad, Žarka Zrenjanina Street number 2. The procedure will be conducted by the Expert Team of the City of Novi Sad.

The Expert Team of the City of Novi Sad shall keep a record of the procedure for the award of the contract by draw. The expert team of the City of Novi Sad will provide the technical conditions for conducting the procedure of selection of the most advantageous tender through the means of draw. Drawing by lot will be done publicly, in presence of the tenderers, by printing the tenderers' names on separate papers of the same size and colour, after which all papers will be placed in a box from which only one paper will be drawn. The contract will be awarded to the tenderer whose name is read out on a drawn paper. The same criteria apply accordingly to the

ranking of the tenders of other tenderers. The Concession Authority shall submit the records of draw results to the tenderers who do not attend this proceeding.

6) Date of submission of the outcome notification

The deadline for passing of the decision on selection of the most advantageous tender, namely the decision to annul the concession procedure, is 90 (in writing: ninety) days after the deadline for submission of tenders has expired

7) Name and address of the body responsible for resolving claims for protection of rights and details of deadlines for their submission:

The procedure for the protection of the rights of the tenderers is regulated by the provisions of Articles 148 to 159 of the Public Procurement Law (hereinafter: PPL)

The request for the protection of rights may be submitted by the tenderer or interested person who has an interest for awarding the contract in the specific procedure and who has suffered damage or could suffer damage due to the actions of Concession Authority contrary to the provisions of the LPPC (hereinafter: the Applicant).

The request for the protection of rights is submitted to the Concession Authority, and a copy is simultaneously submitted to the Republic Commission for the Protection of Rights in Public Procurement Procedures (hereinafter: the Republic Commission), at Nemanjina 22-26, Belgrade.

The request for protection of rights shall be submitted to the Concession Authority directly at the address of the Concession Authority or by registered mail with a return receipt. An application for the protection of rights cannot be submitted by email. A claim for the protection of rights may be filed during the entire concession procedure against any action by the Concession Authority, unless otherwise provided by the PPL and the LPPC.

A request for the protection of rights challenging the type of procedure, the contents of the Public Call or the tender documentation shall be considered timely if received by the Concession Authority no later than seven days before the deadline for the submission of tenders, irrespective of the manner of submission, and if the applicant in accordance with Article 63, paragraph 2 of the PPL, pointed out to the Concession Authority any deficiencies and irregularities, which were not remedied by the Concession Authority.

A request for the protection of rights challenging the actions taken by the Concession Authority before the deadline for submission of tenders expires and after the expiry of the deadline referred to in Article 149, paragraph 3 of the PPL shall be considered timely if submitted no later than the deadline for submission of tenders.

The deadline for submitting the request for protection of rights is 15 (in writing: fifteen) days from the day of delivering the decision after the decision on the selection of the most advantageous offer or the decision on annulling of the procedure for granting the concession is made.

The request for the protection of rights cannot challenge the actions of the Concession Authority taken in the proceedings if the applicant had or could have known the reasons for his submission before the expiry of the deadline for submitting the request referred to in Article 149 para. 3 and 4 of the PPL, and the applicant did not file it before the deadline.

The claim shall not challenge the actions of the Concession Authority of which the applicant knew or could have known at the time of the prior request if the same applicant re-files the claim for protection of rights

8) The concession is granted in accordance with Art. 35-41 of the Law on Public-Private Partnerships and Concessions, and is not implemented in stages.

9) The procedure is executed without pre-qualification.

10) Financial security means for seriousness of the tender (tender guarantee)

The tenderer shall submit as part of the tender financial security means for seriousness of the tender in the form of tender guarantee of the bank in amount of:

Lot 1 – Design, construction, management and maintenance of the public garage in Modene Street	RSD 14,000,000.00
Lot 2 - Design, construction, management and maintenance of the public garage on the corner of Uspenska and Šafarikova streets	RSD 38,000,000.00
Lot 3 - Design, construction, management and maintenance of the public garage at the building of the Provincial Government and Assembly of the Autonomous Province of Vojvodina	RSD 12,800,000.00
Lot 4 - Design, construction, management and maintenance of the public garage at Trg republike (Republic Square)	RSD 28,200,000.00

for the purpose of protecting the Concession Authority from:

a) the risk of the tenderer's withdrawal from the tender and
b) risks of failure to provide a financial security means for fulfilment of obligations arising from the concession procedure.

If the tenderer submits a tender for several lots, he may submit one bank guarantee equal to the sum of the above mentioned amount of bank guarantees for all parties for which he submits the tender or for each lot individually.

The Concession Authority shall accept tender guarantee of the bank, denominated in Euros (EUR), if the amount specified in the guarantee shall be equal or higher than the specified amount when converted in RSD at the middle exchange rate of the National Bank of Serbia.

Tender guarantee of the bank must be issued as irrevocable, unconditional, at the first call collectable and without the right of objection, in favour of the Concession Authority, as well as valid for at least 15 (in letters: fifteen) days longer than the expiry date of the tender. The Concession Authority shall collect tender guarantee of the bank if the tenderer withdraws, revokes or changes its tender after the deadline for submission of the tender. The tenderer accepting the request for the extension of the validity period of the tender must also extend the validity of the bank guarantee.

Tender guarantee of the bank, if not used, will be returned to the tenderer no later than 10 days from the date of passing the decision on the selection of the most advantageous offer, namely the decision to annul the concession procedure.

The submitted bank guarantee may not contain additional payment terms, shorter deadlines than those determined by the Concession Authority, less than the amount determined by the Concession Authority, or changed local jurisdiction for dispute resolution.

In the event that the Tenderer fails to submit the required financial security means for the seriousness of the tender, his Tender will be rejected for substantial deficiencies.

The residential tenderers submit guarantees from domestic banks, namely banks established in the territory of the Republic of Serbia. The guarantees of foreign banks with the lowest rating A- (A3) are acceptable for non-resident tenderers, and if the foreign bank has a lower rating than required, the non-resident tenderer will be obliged to provide a counterparty guarantee of the domestic bank with the guarantee of the foreign bank.

If a non-resident submits a guarantee from a foreign bank acceptable to the Concession Authority, it shall submit it through the correspondent bank in the Republic of Serbia.

11) Tender documentation take-over

Any interested person may download the tender documentation and its attachments, free of charge, by submitting a request for downloading the tender documentation to the following address: Služba za zajedničke poslove Grada Novog Sada - Sektor za javne nabavke (General Affairs Department of the City of Novi Sad – Public Procurement Sector), Novi Sad, Žarka Zrenjanina Street no. 2, office 35/II or e-mail: milijana.radovanovic@uprava.novisad.rs, with reference: "Zahtev za preuzimanje konkursne dokumentacije u postupku davanja koncesije za projektovanje, izgradnju, upravljanje i održavanje javnih garaža na teritoriji Grada Novog Sada (šifra: JP-K-2/2019-G)" ("Request for taking over the tender documentation in the process of granting a concession for the design, construction, management and maintenance of public garages in the territory of the City of Novi Sad" code: JP-K-2/2019-G"). The request must state how the interested party wants the Tender documents and its attachments to be submitted to it (by mail, personal download or by e-mail), as well as contact person information. As an integral part of the request it is necessary to enclose the signed Confidentiality Agreement in two original copies and an extract from the register of the competent authority, not older than 30 days, from which the data on the legal representative can be seen, if the same is the signatory of the contract. If the contract is signed by a person who is not a legal representative, it is also necessary to submit the authorization or power of attorney for that person. If the original version of the documents is in a foreign language, the original must be accompanied by a translation into Serbian language certified by a court interpreter. The draft of the Confidentiality Agreement can be downloaded from an Internet page of the Concession Authority www.novisad.rs. The Concession Authority shall submit to the interested person the Tender Documents no later than two working days after the receipt of the completed request.

*This Public Call was published in the 'RS Official Gazette' on December 12th 2019.