



**CITY OF LESKOVAC**, Pana Đukića 9-11, Leskovac, Serbia  
(*hereinafter: Contracting Authority*)

## **CONTRACT DOCUMENTS**

**PROCUREMENT OF THE SERVICE FOR THE SELECTION OF TECHNICAL SUPPORT/TECHNICAL CONSULTANT FOR THE CONSTRUCTION OF THE FAECAL SEWERAGE NETWORK IN BRATMILOVCE AND 15 SETTLEMENTS IN THE VICINITY OF LESKOVAC, WITHIN THE FRAME OF THE IMPLEMENTATION PHASE OF THE “WASTEWATER MANAGEMENT IN LESKOVAC” PROJECT ORIO 10/SB/01**

**No J.N. 031-2/19**

**-OPEN PROCEDURE**

**DEADLINE FOR SUBMISSION OF BIDS: 10/01/2020 by 12h**

**BID OPENING SESSION: 10/01/2020 by 12:30h**

**REPUBLIC OF SERBIA**  
**CITY OF LESKOVAC**  
**CITY ADMINISTRATION**  
**Public Procurement Department**

No 3067-404/2019-11

05/12/2019

Trg Revolucije 33/4

L E S K O V A C

In accordance with Articles 32 and 61 of the Public Procurement Law ("Official Gazette of the RS", No 124/2012, 14/2015 and 68/2015, hereinafter: the Law), Article 2 of the Rules on Mandatory Elements of Bid Documents in Public Procurement Procedures and on the Manner of Proving Fulfilment of Requirements ("Official Gazette of the RS", No 86/2015 and 41/2019), Decision on Initiation of the Public Procurement Procedure No: 3063-404/2019-11 of 05/12/2019 and the Decision on the Formation of the Commission for Public Procurement No 3064-404/2019-11 of 05/12/2019, the following has been prepared:

**CONTRACT DOCUMENTS**

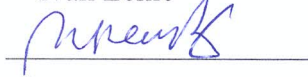
**for public procurement**

**PROCUREMENT OF THE SERVICE FOR THE SELECTION OF TECHNICAL SUPPORT/TECHNICAL CONSULTANT FOR THE CONSTRUCTION OF THE FAECAL SEWERAGE NETWORK IN BRATMILOVCE AND 15 SETTLEMENTS IN THE VICINITY OF LESKOVAC, WITHIN THE FRAME OF THE IMPLEMENTATION PHASE OF THE "WASTEWATER MANAGEMENT IN LESKOVAC" PROJECT ORIO 10/SB/01**  
**PP No 031-2/19**

Total number of pages: 106

For the Commission:

Ivan Lekić



HEAD  
OF THE PUBLIC PROCUREMENT DEPARTMENT  
Zoran Novaković



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## **I GENERAL DATA ON THE PUBLIC PROCUREMENT**

**Name, address and website of the Contracting Authority:**

City of Leskovac  
City administration – Public Procurement Department  
- Trg Revolucije 33/4  
L e s k o v a c  
Website: <http://www.gradleskovac.org>

**Subject of the public procurement:**

Public procurement – services, architectural services; engineering services; urban planning services and landscape architectural services; technical testing and analysis services; energy audit services and energy services, **Description of the subject of the procurement:** procurement of the service for the selection of Technical Support/Technical Consultant for the construction of the faecal sewerage network in Bratmilovce and 15 settlements in the vicinity of Leskovac, within the frame of the implementation phase of the "Wastewater management in Leskovac" Project ORIO 10/SB/01

**The main objective of this public procurement** is the procurement of Technical Consultancy Services for the construction of the faecal sewerage network in Bratmilovce and 15 settlements near Leskovac, within the frame of the implementation phase of the project "Wastewater management in Leskovac", ORIO 10/SB/01.

**Type of public procurement procedure:**

The public procurement shall be conducted as an open procedure. The number of the public procurement in the Procurement Plan is 1.2.100

**Objective of the public procurement:**

The procedure shall be conducted for the purpose of concluding a public procurement contract.

**Lots:**

Public procurement shall not be organized in lots.

**Variant bids:**

No variant bids are allowed.

**Name and reference number from the general dictionary of procurement:**

71521000 - Construction site supervision services;  
71240000 - Architectural, engineering and planning services;  
71315100 - Advisory services relating to construction materials, and  
71315200 - Advisory services relating to construction

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**II**  
**CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ARTICLE 75 AND 76 OF PPL AND INSTRUCTION FOR PROVING THE FULFILMENT OF SUCH CONDITIONS**

**MANDATORY CONDITIONS**

The right to participate in the public procurement procedure belongs to the Bidder which fulfils the **mandatory conditions** for participation, as defined in Article 75 of the PPL, and fulfilment of **mandatory conditions** for participation in the public procurement procedure shall, be proven by the Bidder **in the manner defined in the table below**, namely:

No	MANDATORY CONDITIONS	MANNER OF PROVING FULFILMENT OF REQUIREMENTS
1	The Bidder shall be registered with the competent authority/entered into the appropriate register ( <i>Article 75, paragraph 1, point 1) PPL</i> ):	<p><b><u>Legal persons:</u></b> Extract from the Business Registers Agency, or extract from the register of the competent commercial court;</p> <p><b><u>Entrepreneurs:</u></b> Extract from the Business Registers Agency, or extract from the appropriate register.</p>
2	That the Bidder and its legal representative have not been convicted of any criminal offences as a member of an organized crime group, that they haven't been convicted for any economic criminal offences, environmental criminal offences, for the criminal offence of taking or offering bribe, criminal offence of fraud ( <i>Art. 75, paragraph 1, point 2) PPL</i> ):	<p><b><u>Legal persons:</u></b> 1) Extract from penal records, or certificate of the basic court in whose jurisdiction the business seat of a domestic legal person or business seat of the representative office or a branch of a foreign legal person, is located, confirming that such legal person has not been convicted for any economic criminal offences, environmental criminal offences, criminal offence of taking or offering bribe, or criminal offence of fraud.</p> <p><b><u>NB:</u></b> If an certificate by the Basic Court does not include data from penal records for criminal offences which are in the jurisdiction of a regular crime department of the Higher Court, it is necessary to submit, in addition to the certificate of the Basic Court, the CERTIFICATE OF THE HIGHER COURT, in whose jurisdiction the business seat of the legal person, or business seat of the representative office or branch of a foreign legal</p>

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		<p>person, confirming that the legal person has not been convicted for any economic criminal offences, or criminal offence of taking bribe; 2) Extract from the penal records of the Special Department for Organised Crime of the Higher Court in Belgrade, confirming that the legal person has not been convicted for any criminal offence of organized crime; 3) Extract from the penal records, or certificate by the competent police directorate of the Ministry of Interior, confirming that the legal representative of the Bidder has not been convicted for any economic criminal offences, environmental criminal offences, criminal offence of taking or offering bribe, criminal offence of fraud, or any of the criminal offences of organized crime. (An application may be submitted by place of birth: or residence of the legal representative). If the Bidder has multiple legal representatives, it is obliged to submit evidence of each of them.</p> <p><b><u>Entrepreneurs and natural persons:</u></b></p> <p>3) Extract from the penal records, or certificate by the competent police directorate of the Ministry of Interior, confirming that the legal representative of the Bidder has not been convicted for any economic criminal offences, environmental criminal offences, criminal offence of taking or offering bribe, criminal offence of fraud, or any of the criminal offences of organized crime. (An application may be submitted by place of birth: or residence of the legal representative).</p> <p><b>Evidence may not be older than two months before the bid opening session.</b></p>
3	That the Bidder has settled due taxes, contributions and other public charges in accordance with regulations of the Republic of	Certificate of the Tax Administration of the Ministry of Finance that they have settled their due taxes and contributions and certificates of the

	Serbia or another country, if the Bidder has the business seat in its territory. <i>75, paragraph 1, point 4) PPL</i> ):	competent administration in the local self-government on the basis of original public revenues or for a certificate of the competent authority: that the Bidder is undergoing a privatization process. <b><i>Evidence may not be older than two months before the bid opening session.</i></b>
4	That they observe their obligations arising from applicable regulations on safety at work, employment and working conditions, environmental protection, as well as that there is no prohibition on conducting business activity which is still in force at the time of the submission of the bid. <i>(Article 75, paragraph 2 PPL).</i>	<b>STATEMENT</b> ( <i>Form 5 in Chapter V of these Contract Documents</i> ), in which the Bidder confirms, under penalty of perjury, that they fulfil these requirements.

#### ADDITIONAL REQUIREMENTS

A Bidder participating in the public procurement procedure must fulfil **additional requirements** for the participation in the public procurement procedure, and **satisfaction of additional requirements shall be proven by the Bidder in the manner defined in the following table**, namely:

No	ADDITIONAL TERMS AND CONDITIONS	MANNER OF PROVING FULFILMENT OF REQUIREMENTS
1	<p><b><u>Financial capacity</u></b></p> <p><b>1.1</b> That, over the previous three years (2016, 2017 and 2018), the Bidder accrued total revenue in the amount of <b>minimum 112,000,000.00 RSD (excluding VAT)</b>.</p> <p><b>1.2</b> That the Bidder <b><u>has not been illiquid for more than 5 days or longer than 10 days, with interruptions in the last three accounting years</u></b> (2016, 2017 and 2018).</p> <p><b>1.3</b> That no insolvency or liquidation proceedings or pre-insolvency proceedings have been initiated against the Bidder</p>	<p><b><u>Evidence</u></b></p> <p><b>1.1</b></p> <p>The Balance Sheet and Profit and Loss Account for the previous three years (2016, 2017 and 2018) with the opinion of the Official Auditor.</p> <p><i>If the Bidder, within the meaning of Article 37 of the Accounting and Auditing Law ("Official Gazette of the RS", No 46/2006,111/2009), is not obliged to conduct audits of financial statements, the Balance Sheet and Profit and Loss Account for the previous three years may be submitted without the opinion of the Official Auditor.</i></p> <p><b>1.2</b> Certificate issued by the National Bank of Serbia that the Bidder has not been illiquid for more than 5 days or longer than 10 days, with interruptions in</p>

		<p>the last three accounting years (2016, 2017 and 2018).</p> <p><b>1.3</b> Certificate of the Business Registers Agency that no insolvency or liquidation proceedings have been initiated against the Bidder.</p> <p><b>NB:</b>  <i>If the country where the Bidder has a business seat does not issue the required evidence, the Bidder may, instead of evidence, submit their written declaration, given under penalty of perjury, certified before a judicial or administrative authority, public notary or another competent authority of that country.</i></p>
2	<p style="text-align: center;"><b><u>Business capacity</u></b></p> <p><b>2.1</b> The Bidder should prove that the work process (business activity) of the Bidder is harmonised with the appropriate standards (certificates), namely:</p> <ul style="list-style-type: none"> <li>- quality management system - ISO 9001:2015;</li> <li>- environmental management system - ISO 14001:2015;</li> <li>- health protection and safety at work management system - ISO 45001:2018;</li> </ul> <p><b>2.2.</b> That the Bidder has performed design and professional supervision or technical control and supervision services on projects that are the same / or similar to the procurement subject in the last 5 years (2014, 2015, 2016, 2017 and 2018). The minimum length of the constructed sewage network with derived connections must be 20km, where the project had to include the design and expert supervision or technical control and expert supervision on the construction of sewage pumping stations</p> <p>Note:  Tenderers who have acquired their reference experience on services performed which are the same or similar to the subject matter of the procurement, as members of the group of tenderers or</p>	<p style="text-align: center;"><b><u>Evidence</u></b></p> <p style="text-align: center;"><b>2.1</b></p> <p>Photocopies of all required <u>applicable</u> certificates:</p> <ul style="list-style-type: none"> <li>- quality management system - ISO 9001:2015;</li> <li>- environmental management system - ISO 14001:2015;</li> <li>- health protection and safety at work management system - ISO 45001:2018;</li> </ul> <p><b>NB:</b> Certificates must be issued to the Bidder's name, by ATC or another international accreditation body.</p> <p>Cited certificates must be issued before publishing the invitation to bid at the Public Procurement Portal.</p> <p style="text-align: center;"><b>2.2.</b></p> <ul style="list-style-type: none"> <li>- Certificate issued by the client / end user confirming the successful completion of the service (form 7).</li> <li>- With certificates Bidders are obliged to submit copies of the contract, performance certificates, handover record or other appropriate evidence from which it is possible to determine with certainty the subject of the services performed</li> </ul> <p>Note:  The certificate must contain an accurate</p>

	<p>subcontractors, and in the subject procurement procedure, act as tenderers independently or as members of the group of tenderers, with proof in addition to the above mentioned obligations are: to submit a joint performance agreement or a contract that they have been subcontracted or other relevant evidence from which each member's job description or share in the performance of the service in question can be determined.</p>	<p>description of the service in question, including the length of the constructed sewage network with derived connections in kilometers (km), where the project must have included the design and expert supervision or technical control and expert supervision of the construction of sewage pumping stations.</p>
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## II-a

### INSTRUCTION FOR PROVING THE FULFILMENT OF SUCH CONDITIONS

**Fulfilment of mandatory and additional conditions** shall be proven by submitting evidence as indicated in tables for such conditions – **by submitting evidence itself (documents).**

**If the Bidder submits the bid with a Subcontractor**, in accordance with Article 80 of the PPL, the Subcontractor must fulfil the mandatory obligations from Article 75, paragraph 1, point 1) to 4) of PPL, while the fulfilment of conditions from Article 75, paragraph 1, point 5) shall be proven if that part of the procurement is conducted through the Subcontractor. In that case, the Bidder is obliged to submit the **required evidence** for the Subcontractor, too.

**If the bid is submitted by a group of Bidders**, each Bidder from the group must fulfil the mandatory conditions from Article 75, paragraph 1, point 1) to 4) of PPL, while they shall fulfil the additional conditions together. In that case, evidence on the mandatory conditions shall be submitted for all Bidders from the group, while evidence for additional conditions shall be submitted only for the members of the group that own them.

**Bidders registered in the Register of Bidders**, maintained by the Business Registers Agency, **are not obliged to submit evidence on the fulfilment of conditions** from Article 75, paragraph 1, point 1) of 4) of PPL, pursuant to Article 78 of PPL, but they are obliged to submit data about the website where registration may be seen, or to submit a copy of the Decision on the entry in the Register of Bidders.

Fulfilment of conditions from Article 75, paragraph 2 PPL, shall be proven by submitting a **STATEMENT** (*Template 5, in Chapter V of these Contract Documents*), which, under the penalty of perjury, confirms that the Bidder fulfils conditions for participation in the public procurement procedure referred to in the cited Article of PPL.

The Bidder is obliged to, without delay, inform the Contracting Authority, in writing, about any change relating to the fulfilment of conditions with regard to the public procurement procedure that occurs prior to the adoption of the decision, or conclusion of the contract, or during the validity period of the public procurement contract, and to document it in the prescribed manner.

The Contracting Authority may, prior to the adoption of the decision on contract award, request that the Bidder whose bid has been evaluated as the most advantageous, submit a copy of the evidence of the fulfilment of conditions, and may also request to see the original or a

certified copy of all or some evidence on the fulfilment of conditions. If the Bidder does not submit the required evidence in the requested, appropriate time frame, which may not be shorter than five days, the Contracting Authority will reject that Bidder's bid as unacceptable. If the Bidder requests submission of evidence of the fulfilment of mandatory conditions for the participation in the public procurement procedure (of all or some evidence on the fulfilment of conditions), the Bidder will be obliged to submit evidence listed in the table of mandatory conditions.

If the evidence of the fulfilment of mandatory conditions is an electronic document, the Bidder shall submit a copy of the electronic document in writing, in accordance with a law regulating the electronic document.

**If the country where the Bidder has a business seat does not issue the required evidence, the Bidder may, instead of evidence, submit their written declaration, given under penalty of perjury, certified before a judicial or administrative authority, public notary or another competent authority of that country.**

If the Bidder has a seat in another country, the Bidder may check if documents that the Bidder uses to prove the fulfilment of required conditions have been issued by the competent authorities of that country.

### **III** **CRITERIA FOR CONTRACT AWARD**

The choice between the submitted acceptable bids will be made according to the criteria of “**most economically advantageous bid**”. The Bidder will conclude the contract with the Bidder whose bid receives the highest number of points in the evaluation.

No	CRITERIA FOR THE SELECTION OF THE MOST ADVANTAGEOUS BID	WEIGHTS
1	<b>PRICE</b>	20 weights
2	<b>METODOLOGY AND WORKPLAN</b>	20 weights
3	<b>QUALITY OF THE STAFF ENGAGED</b>	60 weights
<b>TOTAL</b>		<b>100 weights</b>

**1 PRICE – maximum weight number 20 - Weight for the price, shall be calculated according to the following formula:**

$$\text{No} = \frac{\text{Lowest offered price}}{\text{Offered price}} \times 20$$

With regard to this criterion, total price from the financial bid form excluding VAT will be compared.

**2 EVALUATION OF METHODOLOGY AND WORKPLAN- maximum weight number 20**

**In order to apply this criterion, Bidders are obliged to deliver Methodology and work plan as part of their Bid. The methodology and work plan must be signed by the bidder's legal representative and certified by the bidder's seal.**

**The methodology and work plan shall be drawn up in no more than 5 (five) pages. With proposed methodology The Bidder describes the method and work plan in accordance with the set requirements of the technical specification and the tender documentation.**

**By using the methodology, the Bidder further elaborates and details the activities specified in the Addendum 4 Time Schedule of Services.**

**When developing the methodology and work plan, it is necessary to follow the requirements stated in the Technical Specification and the relevant tender documentation.**

**The tenderer must, through this methodology, present a plan of work, or manner of project implementation, where the Contracting Authority, in reviewing the Methodology, will particularly consider the following:**

- 1) Understand the purpose of the task and the scope of services**
- 2) Comments and suggestions on the scope of services and technical description of the task as well as suggestions on data, services and facilities to be provided by the client**

**3) Approach and methodology of work according to the specified scope of services and technical specification**

**4) Detailed work plan showing the hiring schedule, team composition and delegated tasks in accordance with the set scope of services and technical specification**

With proposed methodology The Bidder should demonstrate high efficiency in project implementation.

**The weights according to this criterion are calculated using the formula:**

Workplan methodology = WPM

Shortest Time Offered Dynamics = STO

Time Offered - Dynamics = TO

Maximum number of expert staff = MNS

Offered number of expert staff = ONS

$$WPM = \left[ \left( 10 \times \frac{STO}{TO} \right) + \left( 10 \times \frac{ONS}{MNS} \right) \right]$$

The offered values in the methodology of the work plan must be logical in relation to the requirements of the tender documentation and the subject of procurement.

The offered number of suitable personnel cannot be less than the minimum required number of personnel in the tender documentation.

Tenderers are obliged to state a realistic deadline for the implementation of the project whereby the maximum deadline for completion of the scope of service: preparation of Project for execution of works, tender documentation for the selection of contractors, procurement for the selection of contractors and the selection of contractors may not exceed 180 days, i.e. maximum deadline for completing the full scope of the service may not exceed 540 days

Bids with specified deadline for completion of the scope of services preparation of Project for execution of works, tender documentation for the selection of contractor, procurement for the selection of contractor and the selection of contractor more than 180 days, i.e. with the stated deadline for completion of the entire scope of services longer than 540 days, will be considered inappropriate and unacceptable and will not be graded.

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### **3. QUALITY OF THE STAFF ENGAGED- maximum weights 60**

According to this criterion, the Contracting Authority has determined that the Bidder is obliged to form a team of TA Consultant for the implementation phase for the subject procurement, which requires that the Bidder has at least 14 (fourteen) persons who will be engaged in performing the respective service.

In order to have at least a minimum score according to this criterion, the bidder must have a team of at least 14 (fourteen) experts, and each of the profiles must be included in the team.

**A bidder who fails to prove a team of at least 14 (fourteen) required experts with each of the required profiles will not receive a single point.**

Considering the estimated value of the procurement and the seriousness and complexity of the projects, the experts submitted by the tenderer must have a high level of professional qualification and other criteria set out in the documentation below. Only experts who meet the required criteria will be considered for awarding points according to the criterion for selecting the most economically favourable offer.

**The Bidder is required to submit a statement stating the educational and professional qualifications for each team member.**

**The statement must be certified and signed by the responsible person. Also, the Statement must be accompanied by the CVs and diplomas of the experts who will participate in the project, as well as a list of reference projects successfully implemented, showing the education and experience listed in the Statement.**

For persons who will be recruited in the delivery of cited service, it is necessary to, in accordance with the Law on Planning and Construction ("Official Gazette of the RS", No 72/2009, 81/2009 – corr., 64/2010 – CC decision, 24/2011, 121/2012, 42/2013 – CC decision, 50/2013 – CC decision, 98/2013 – CC decision, 132/2014, 145/2014, 83/2018, 31/2019 and 37/2019 – as amended) and applicable by-laws regulating this matter, submit the required applicable licences issued by the Serbian Chamber of Engineers, with certificates of licences for each individual person, which indicate the required licence.

*NB: If persons/engineers are foreign nationals, they shall submit documents as evidence under conditions of reciprocity and other conditions prescribed in Article 126. Law on Planning and Construction ("Official Gazette of the RS", No 72/2009, 81/2009 - corr., 64/2010 - CC decision, 24/2011, 121/2012, 42/2013 - CC decision, 50/2013 - CC decision, 98/2013 - CC decision, 132/2014, 145/2014, 83/2018, 31/2019 and 37/2019 – as amended)*

**As this procurement envisages the engagement of a large number of experts for the application of this criterion, the Contracting Authority will evaluate the quality of the engaged staff on the basis of the sub-criterion for 10 profiles, but before applying the criterion the tenderers must meet the minimum requirements set for all the above profiles.**

The quality of the hired staff will be determined on the basis of the following 10 profiles, according to the following scale:

**1. Project Manager - Project Leader - 10 weights**

- up to 5 years of professional experience - 0 weights
- 5 to 15 years of professional experience - 5 weights
- more than 15 years of professional experience - 10 weights

**2. Officer for preparation of the bid documents dossier in accordance with FIDIC contracts - 10 weights**

- Up to 5 years of project experience in accordance with FIDIC contracting conditions - 0 weights
- 5 to 15 years of project experience in accordance with FIDIC contracting conditions - 5 weights
- more than 15 years of experience on projects in compliance with FIDIC contracting conditions - 10 weights

**3. Expert in Industrial Waste Water Management - 10 weights**

- up to 5 years of professional experience - 0 weights
- 5 to 15 years of professional experience - 5 weights
- more than 15 years of professional experience - 10 weights

**4. FIDIC Engineer - 10 weights**

- up to 5 years of professional experience - 0 weights
- 5 to 15 years of professional experience - 5 weights
- more than 15 years of professional experience - 10 weights

**5. Main Designer - 10 weights**

- up to 5 years of professional experience - 0 weights
- 5 to 15 years of professional experience - 5 weights
- more than 15 years of professional experience - 10 weights

**6. Technical supervision of construction - 10 weights**

**6.1. Civil Engineer, with a licence 314 or 313 and / or 414 or 413**

- up to 5 years of professional experience - 0 weights
- 5 to 15 years of professional experience - 1 weighting
- more than 15 years of professional experience - 2 weights

**6.2. Civil Engineer, with a licence 310 or 410**

- up to 5 years of professional experience - 0 weights
- 5 to 15 years of professional experience - 1 weighting
- more than 15 years of professional experience - 2 weights

### **6.3. Mechanical Engineer, with a licence 330 or 430**

- up to 5 years of professional experience - 0 weights
- 5 to 15 years of professional experience - 1 weighting
- more than 15 years of professional experience - 2 weights

### **6.4. Electrical Engineer, with a licence 350 or 450**

- up to 5 years of professional experience - 0 weights
- 5 to 15 years of professional experience - 1 weighting
- more than 15 years of professional experience - 2 weights

### **6.5. Electrical Engineer, with a licence 352 or 452**

- up to 5 years of professional experience - 0 weights
- 5 to 15 years of professional experience - 1 weighting
- more than 15 years of professional experience - 2 weights

## **Professional profiles:**

### **1. Project manager Team Leader**

Must prove in his/ her CV that he/she has a bachelor and/or master degree of technical sciences (civil engineering, mechanical engineering, electrical engineering or similar), as well as:

#### **General professional experience:**

- at least 3 (three) successfully completed projects in the water and wastewater sector, in accordance with FIDIC contract terms and conditions, at the same or similar position (Project Director, Project Manager, Team Leader), out of which at least 1 (one) project in the construction of public sewerage system.
- Proved by submitting a photocopy of the employment contract or other employment contract regulated by the Labor Law, non-certified photocopies of the diploma of higher education, as well as CVs and / or certificates, decisions, contracts and other acts from which what jobs and for what period of time was gained work experience.

### **2. Deputy Team Leader**

Must prove in his/ her CV that he/she has a bachelor and/or master degree of technical sciences (civil engineering, mechanical engineering, electrical engineering or similar), as well as:

**General professional experience:**

- at least 12 (twelve) years of professional experience, out of which at least 10 (ten) years of experience working on projects in accordance with FIDIC contracting conditions (projects financed by bilateral or multilateral financial institutions) and national contracts in the water and wastewater sector;
- at least 2 (two) successfully completed projects in the water and wastewater sector, in accordance with FIDIC contract terms and conditions, at the same or similar position (Project Manager, Team Leader, FIDIC engineer representative, or resident engineer), out of which at least 1 (one) project in the construction of public sewerage system,
- Proved by submitting a photocopy of the employment contract or other employment contract regulated by the Labor Law, non-certified photocopies of the diploma of higher education, as well as CVs and / or certificates, decisions, contracts and other acts from which what jobs and for what period of time was gained work experience.

**3. Officer for preparation of the bid documents dossier in accordance with FIDIC contracts**

Must prove in his/ her CV that he/she has a bachelor and/or master degree of technical sciences (civil engineering, mechanical engineering, electrical engineering or similar), as well as:

**General professional experience:**

- 15 (fifteen) years of professional experience, out of which at least 10 (ten) years of experience working on projects in accordance with FIDIC contracting conditions (projects financed by bilateral or multilateral financial institutions) and national contracts in the water and wastewater sector;
- At least 3 (three) preparations of the bid documents for working on projects financed by bilateral or multilateral financial institutions, at the position of Contract Manager or Procurement Manager;
  - Experience in evaluating bids for at least 3 works contracts financed by bilateral and multilateral financial institutions;
  - Experience in providing at least 1 (one) training for the staff, relating to procurement procedures and FIDIC contract terms and conditions;
  - Experience in working on at least 1 (one) international project, at the position of Key Expert/FIDIC Expert for reinforcement of capacities of the Contracting Authority;
  - Experience in at least 1 (one) project in the water and wastewater sector at the position of FIDIC Contract Specialist, or Claim Manager in charge of the management of claims for damages and dispute prevention or settlement;
- Proved by submitting a photocopy of the employment contract or other employment contract regulated by the Labor Law, non-certified photocopies of the diploma of higher education, as well as CVs and / or certificates, decisions, contracts and other acts from which what jobs and for what period of time was gained work experience.

#### **4. Supervision Coordinator:**

Must prove in his/ her CV that he/she has a bachelor and/or master degree civil engineering, with a licence 410, as well as:

##### **General professional experience:**

- 15 (fifteen) years of professional experience, out of which at least 10 (ten) years of experience in working on FIDIC contracts and national contracts in the water and wastewater sector;
- Proved by submitting a photocopy of the employment contract or other employment contract regulated by the Labor Law, non-certified photocopies of the diploma of higher education, as well as CVs and / or certificates, decisions, contracts and other acts from which what jobs and for what period of time he has gained work experience, as well as the submission of a photocopy of the personal license of the engineer issued by Serbian Chamber of Engineers with the confirmation of the license that his license was not revoked by a court decision.

#### **5. Expert for Designing the Sewerage**

Must prove in his/ her CV that he/she has a bachelor and/or master degree civil engineering, with a licence 314 or 313 as well as:

##### **General professional experience:**

- at least 15 (fifteen) years of professional experience, out of which at least 10 (ten) years in designing;
- at least 3 (three) successfully completed projects in the water and wastewater sector, in accordance with FIDIC contract terms and conditions, at the position of Senior Design Expert;
- at least 2 (two) completed designing services at the position of Senior Design Expert for the construction of a public sewerage network.
- Proved by submitting a photocopy of the employment contract or other employment contract regulated by the Labor Law, non-certified photocopies of the diploma of higher education, as well as CVs and / or certificates, decisions, contracts and other acts from which what jobs and for what period of time he has gained work experience, as well as the submission of a photocopy of the personal license of the engineer issued by Serbian Chamber of Engineers with the confirmation of the license that his license was not revoked by a court decision.

## **6. Expert for management of industrial wastewater:**

Must prove in his/ her CV that he/she has a bachelor and/or master degree in Technology, with a licence of responsible designer 371 as well as:

### **General professional experience:**

- at least 10 (ten) years of professional experience, out of which at least 5 (five) years in designing;
  - 3 (three) successfully completed projects in the water and wastewater sector, in accordance with FIDIC contract terms and conditions, at the position of Responsible Designer;
  - 2 (two) successfully completed projects at the position of Responsible Designer for wastewater treatment plants for industrial or municipal wastewater.
- Proved by submitting a photocopy of the employment contract or other employment contract regulated by the Labor Law, non-certified photocopies of the diploma of higher education, as well as CVs and / or certificates, decisions, contracts and other acts from which what jobs and for what period of time he has gained work experience, as well as the submission of a photocopy of the personal license of the engineer issued by Serbian Chamber of Engineers with the confirmation of the license that his license was not revoked by a court decision.

## **7. FIDIC ENGINEER**

Must prove in his/ her CV that he/she has a bachelor and/or master degree of technical sciences (civil engineering, mechanical engineering, electrical engineering or similar), as well as:

### **General professional experience:**

- at least 5 (five) successfully completed expert supervisions in the water and wastewater sector, in accordance with FIDIC contract terms and conditions, at the position of FIDIC Engineer, resident engineer or expert supervisor;
  - 2 (two) successfully completed expert supervisions, at the position of FIDIC engineer representative or resident engineer or Team Leader or Project Director, in a project for the construction of urban sewerage network;
- Proved by submitting a photocopy of the employment contract or other employment contract regulated by the Labor Law, non-certified photocopies of the diploma of higher education, as well as CVs and / or certificates, decisions, contracts and other acts from which what jobs and for what period of time was gained work experience.

## **8. Main Designer:**

Must prove in his/ her CV that he/she has a bachelor and/or master degree civil engineering, with a licence 314 or 313 as well as:

**General professional experience:**

- at least 2 (two) successfully completed projects in the water and wastewater sector, in accordance with FIDIC contract terms and conditions, at the position of Senior Design Expert;
- at least 2 (two) completed designing services at the position of Senior Design Expert for designing public sewerage networks.
- Proved by submitting a photocopy of the employment contract or other employment contract regulated by the Labor Law, non-certified photocopies of the diploma of higher education, as well as CVs and / or certificates, decisions, contracts and other acts from which what jobs and for what period of time he has gained work experience, as well as the submission of a photocopy of the personal license of the engineer issued by Serbian Chamber of Engineers with the confirmation of the license that his license was not revoked by a court decision.

**9. Technical supervision of construction:**

**9.1** Must prove in his/ her CV that he/she has a bachelor and/or master degree civil engineering, with a licence 314 or 313 and/or 414 or 413 as well as:

**General professional experience:**

- at least 2 (two) successfully completed projects in the water and wastewater sector, out of which at least 1 (one) in accordance with FIDIC Contract Conditions.
- Proved by submitting a photocopy of the employment contract or other employment contract regulated by the Labor Law, non-certified photocopies of the diploma of higher education, as well as CVs and / or certificates, decisions, contracts and other acts from which what jobs and for what period of time he has gained work experience, as well as the submission of a photocopy of the personal license of the engineer issued by Serbian Chamber of Engineers with the confirmation of the license that his license was not revoked by a court decision.

**9.2** Must prove in his/ her CV that he/she has a bachelor and/or master degree civil engineering, with a licence 310 or 410 as well as:

**General professional experience:**

- at least 2 (two) successfully completed projects in the water and wastewater sector, out of which at least 1 (one) in accordance with FIDIC Contract Conditions.
- Proved by submitting a photocopy of the employment contract or other employment contract regulated by the Labor Law, non-certified photocopies of the diploma of higher education, as well as CVs and / or certificates, decisions, contracts and other acts from which what jobs and for what period of time he has gained work experience, as well as the submission of a photocopy of the personal license of the engineer issued by Serbian Chamber of Engineers with the confirmation of the license that his license was not revoked by a court decision.

**9.3** Must prove in his/ her CV that he/she has a bachelor and/or master degree in Mechanical Engineering, with a licence 330 or as well as:

**General professional experience:**

- at least 2 (two) successfully completed projects in the water and wastewater sector, out of which at least 1 (one) in accordance with FIDIC Contract Conditions.
- Proved by submitting a photocopy of the employment contract or other employment contract regulated by the Labor Law, non-certified photocopies of the diploma of higher education, as well as CVs and / or certificates, decisions, contracts and other acts from which what jobs and for what period of time he has gained work experience, as well as the submission of a photocopy of the personal license of the engineer issued by Serbian Chamber of Engineers with the confirmation of the license that his license was not revoked by a court decision.

**9.4** Must prove in his/ her CV that he/she has a bachelor and/or master degree in Electrical Engineering, with a licence 350 or 450, as well as;

**General professional experience:**

- at least 2 (two) successfully completed projects in the water and wastewater sector, out of which at least 1 (one) in accordance with FIDIC Contract Conditions.
- Proved by submitting a photocopy of the employment contract or other employment contract regulated by the Labor Law, non-certified photocopies of the diploma of higher education, as well as CVs and / or certificates, decisions, contracts and other acts from which what jobs and for what period of time he has gained work experience, as well as the submission of a photocopy of the personal license of the engineer issued by Serbian Chamber of Engineers with the confirmation of the license that his license was not revoked by a court decision.

**9.5** Must prove in his/ her CV that he/she has a bachelor and/or master degree in Electrical Engineering, with a licence 352 or 452, as well as;

**General professional experience:**

- at least 2 (two) successfully completed projects in the water and wastewater sector, out of which at least 1 (one) in accordance with FIDIC Contract Conditions.
- Proved by submitting a photocopy of the employment contract or other employment contract regulated by the Labor Law, non-certified photocopies of the diploma of higher education, as well as CVs and / or certificates, decisions, contracts and other acts from which what jobs and for what period of time he has gained work experience, as well as the submission of a photocopy of the personal license of the engineer issued by Serbian Chamber of Engineers with the confirmation of the license that his license was not revoked by a court decision.

**10 Manager for public campaigns and interest groups (expansion of the sewerage network)**

Must prove in his/ her CV that he/she has a bachelor and/or master degree in technical sciences economy, organisational sciences, or project management, as well as:

**General professional experience:**

- at least 5 (five) years of professional experience in international projects/national contracts in water and wastewater sector.

- Proved by submitting a photocopy of the employment contract or other employment contract regulated by the Labor Law, non-certified photocopies of the diploma of higher education, as well as CVs and / or certificates, decisions, contracts and other acts from which what jobs and for what period of time was gained work experience.

**Evaluation of bids in cases when there are multiple bids with the same number of weights**

In case that, after the evaluation of bids, after the application of the criterion of “most economically advantageous bid”, there are two or more bids with the same number of weights, with two decimals, preference will be given to the Bidder that has won a larger number of weights for the element **“Quality of the staff engaged”**.

In case that, even after the application of the above backup criterion, there are multiple bids with the same number of weights, the most advantageous bid will be determined by lottery.

**All offered personnel must be constantly and at all times engaged in the project. They can be replaced by other experts who have only the same or better references than those offered by the Bidder.**

**IV  
FORMS WHICH ARE AN INTEGRAL PART OF THE BID**

**FORM 1**

**BID FORM**

Bid No \_\_\_\_\_ by \_\_\_\_\_ for an open procedure public procurement of Technical Consultancy Services for the construction of the faecal sewerage network in Bratmilovac and 15 settlements in the vicinity of Leskovac, within the frame of the implementation phase of the "Wastewater management in Leskovac" Project ORIO 10/SB/01

**1) GENERAL INFORMATION ON THE BIDDER**

<b>Name of the Bidder:</b>	
<b>Address of the Bidder:</b>	
<b>Registration number of the Bidder:</b>	
<b>Taxpayer Identification Number (TIN) of the Bidder:</b>	
<b>Type of legal person (micro, small, medium or large):</b>	
<b>Name of the contact person:</b>	
<b>E-mail of the Bidder:</b>	
<b>Phone:</b>	
<b>Fax:</b>	
<b>Account number and bank of the Bidder:</b>	
<b>Person authorised to sign the contract</b>	

**2) BID SUBMITTED:**

<b>A) INDEPENDENTLY</b>
<b>B) WITH THE SUB-CONTRACTOR</b>
<b>C) AS A JOINT BID</b>

**NB:** encircle the method of submission of bid and fill in data on the Sub-contractor, if the bid is submitted with the Sub-contractor, or data on all participants in the joint bid, if the bid is submitted by a group of sub-contractors

### 3) DATA ON THE SUB-CONTRACTOR

1)	<b>Name of the Sub-contractor:</b>	
	<b>Address:</b>	
	<b>Registration No:</b>	
	<b>Tax identification number:</b>	
	<b>Name of the contact person:</b>	
	<b>Percentage of the total value of procurement to be executed by the Sub-contractor:</b>	
	<b>Part of the subject of the procurement to be executed by the Sub-contractor:</b>	
2)	<b>Name of the Sub-contractor:</b>	
	<b>Address:</b>	
	<b>Registration No:</b>	
	<b>Tax identification number:</b>	
	<b>Name of the contact person:</b>	
	<b>Percentage of the total value of procurement to be executed by the Sub-contractor:</b>	
	<b>Part of the subject of the procurement to be executed by the Sub-contractor:</b>	

**NB:**

The table “Data on the Sub-contractor” shall be filled in only by bidders who are submitting the bid together with a sub-contractor, and if the number of sub-contractors is higher than the number of places designed in the table, it is necessary to copy the above mentioned form in the sufficient number of copies, to fill them out and submit for each sub-contractor.

**4) DATA ON A PARTICIPANT IN THE JOINT BID**

1)	<b>Name of the participant in the joint bid:</b>	
	<b>Address:</b>	
	<b>Registration No:</b>	
	<b>Tax identification number:</b>	
	<b>Name of the contact person:</b>	
2)	<b>Name of the participant in the joint bid:</b>	
	<b>Address:</b>	
	<b>Registration No:</b>	
	<b>Tax identification number:</b>	
	<b>Name of the contact person:</b>	
3)	<b>Name of the participant in the joint bid:</b>	
	<b>Address:</b>	
	<b>Registration No:</b>	
	<b>Tax identification number:</b>	
	<b>Name of the contact person:</b>	

**NB:**

*The table “Data on the Participant in the Joint Tender” shall be filled in only by the bidders who are submitting the bid, and if the number of participants in the joint bid is higher than the number of places designed in the table, it is necessary to copy the above mentioned form in the sufficient number of copies, to fill in and submit for each bidder who is a participant in the joint bid.*

## 5) FINANCIAL BID TEMPLATE

**1 PRICE** - Prices shall be expressed in nominal RSD amounts, without a calculated value-added tax.

<i>DESCRIPTION</i>	
<b>Services of the Technical Support/Technical Consultant for the construction of the faecal sewerage network in Bratmilovac and 15 settlements in the vicinity of Leskovac, within the frame of the implementation phase of the "Wastewater management in Leskovac" Project ORIO 10/SB/0</b>	
<i>Total value excluding VAT</i>	
<i>Total value including VAT</i>	

**2 We confirm that the offered price includes all costs!**

## 3 TERMS OF PAYMENT

**3.1 Advance payment** in the amount of \_\_\_\_\_% of the **total offered price**, within the timeframe of 15 days, after the submission of security instruments for the recovery of advance payment.

*(maximum amount of advance payment is 15% of the offered price)*

**3.2. Remaining amounts of the contracted price** will be defined through temporary payments on the basis of agreed goals and pursuant to the reporting plan, as well as after the submission of the final Report on Services Rendered. Reporting plan refers to the monthly reports submitted by every 5th day of the month for the preceding month.

**3.3 Due date for payment** is defined as 45 days from the date of duly submitted invoice by the Consultant (temporary or final situations). Duly submitted account is an account whose integral part is the Report of Services Rendered, accepted by persons authorised for monitoring the execution of the contract by the Contracting Authority, as well as by Parties to the Contract.

**4 Bid validity period:** \_\_\_\_\_ **days from the date of bid opening.**

*(At least 90 days)*

**BIDDER**  
**- signature -**

\_\_\_\_\_

### Comments:

*The bid form must be filled out, verified with a seal and signed by the Bidder, which confirms that the data stated in the bid form are accurate.*

*If bidders are submitting a joint bid, the bid form shall be signed by the Bidder from the group which has been appointed as the Main Contractor.*

**FORM 2**

**COSTS OF PREPARING BIDS**

Pursuant to the Article 88, paragraph 1 of the PPL, the Bidder \_\_\_\_\_ *[state the name of the Bidder]*, shall submit the total amount and structure of the costs of the preparation of the bid, as seen in the following table:

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

Costs of preparation and submission of bids shall be borne solely by the Bidder, who may not demand a reimbursement of expenses from the Contracting Authority.

If the public procurement procedure is suspended for reasons that the Contracting Authority is responsible for, the Contracting Authority is obliged to reimburse all expenses of the development of the sample or template to the Bidder, if they have been developed in accordance with technical specifications of the Bidder, and costs of obtaining security instruments, if the Bidder has requested the reimbursement of such expenses in their bid.

***NB: Submission of this form is optional.***

**Date:**

**Signature of the Bidder**

\_\_\_\_\_

\_\_\_\_\_

**FORM 3**

**FORM OF THE DECLARATION OF INDEPENDENT BID**

Pursuant to Article 26 of the PPL, \_\_\_\_\_, we are issuing:

(Name of the Bidder)

**DECLARATION  
OF INDEPENDENT BID**

We confirm, under the penalty of perjury, that we have submitted the bid in the public procurement procedure 031-2/19 – Technical Consultancy services for the construction of the faecal sewerage network in Bratmilovac and 15 settlements in the vicinity of Leskovac, within the frame of the implementation phase of the “Wastewater management in Leskovac” Project ORIO 10/SB/01, independently, without any agreement with other Bidders or stakeholders.

**Date:**

**Signature of the Bidder**

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***NB:** In case of a reasonable doubt in the truthfulness of the declaration of independent bid, the Contracting Authority will inform the organization competent for protection of competition. The organization competent for protection of competition may impose the measure of prohibition of the participation in the public procurement procedure against the Bidder or a stakeholder, if it has been ascertained that such a Bidder or stakeholder has violated competition in a public procurement procedure in contravention of the PPL, which regulates the protection of competition. The measure of prohibition of the participation in the public procurement procedure may last up to two years. Violation of competition is a negative reference within the meaning of Article 82, paragraph 1, point 2) of PPL.*

**If the bid is submitted by a group of bidders and/or with a Subcontractor, the Declaration must be signed by the authorized person of each of the Bidders or the group of Bidders and/or Subcontractors.**

**FORM 4**

**STATEMENT BY THE BIDDER/SUBCONTRACTOR/MEMBER OF THE GROUP  
ON THE COMPLIANCE WITH OBLIGATIONS IN ACCORDANCE WITH  
APPLICABLE REGULATIONS PURSUANT TO ARTICLE 75, PARAGRAPH 2 OF  
PPL**

\_\_\_\_\_  
*(Name and business seat of the Bidder/Subcontractor/member of the Group)*

**S T A T E M E N T**

Under the penalty of perjury, we state that, while compiling our bid for the public procurement 031-2/19 - Technical Consultancy services for the construction of the faecal sewerage network in Bratmilovac and 15 settlements in the vicinity of Leskovac, within the frame of the implementation phase of the "Wastewater management in Leskovac" Project ORIO 10/SB/01, we acted in compliance with obligations arising from applicable regulations on safety at work, employment and working conditions, environmental protection, and that there is no prohibition on conducting business activity which is still in force at the time of the submission of the bid, in Article 75, paragraph 2 of the Public Procurement Law.

**Place and date**

**Signature of the authorized person**

\_\_\_\_\_

\_\_\_\_\_

**NB: If the bid is submitted by a group of Bidders and/or with a Subcontractor, the Statement must be signed by the authorized person of each Bidder from the group of Bidders and/or Subcontractors, in such a manner that each Bidder from the group of Bidders and/or Subcontractor shall state that it fulfils the mandatory conditions from Article 75, paragraph 1, points 1) to 4) of PPL, and that they will fulfil the additional conditions together.**

**FORM 5**

**CSR COMPLIANCE FORM**

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*(of the Bidder/Sub-Contractor/member of the Group)*

We declare that we have not been involved, directly or indirectly, in bribe or any other kind of illegal, corrupt, fraudulent, collusive or coercive practice in the public procurement procedure.

We also declare that we will execute the contract observing the following:

- a) OECD Guidelines for Multinational Enterprises (2011 edition)
- b) IFC Performance Standards
- c) International Labour Organization Conventions

We will demand of our consortium partners, agents, sub-consultants, subcontractors, service providers, suppliers and/or their staff to declare that they have not been involved, directly or indirectly, in bribe or any other kind of illegal, corrupt, fraudulent, collusive, coercive or obstructive practice in the open procedure for the contract in question.

We will demand of our consortium partners, agents, sub-consultants, subcontractors, service providers, suppliers and/or their staff to act in compliance with the OECD Guidelines for Multinational Enterprises (2011 edition), IFC Performance Standards and International Labour Organization Conventions.

**Place and date**

**Signature of the authorized person**

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## FORM 6

### PRICE STRUCTURE TEMPLATE WITH AN INSTRUCTION FOR FILLING IT OUT

No	Consultant's services by project phases and the total offered price	Maximum ensured amount for each phase	Unit of measurement	Offered price excluding VAT	Offered price including VAT
		RSD		(RSD)	(RSD)
1	Compilation of the necessary design/technical documentation of the project, compilation of the Main Design (PZI) and preparation of bid documents for the construction of the faecal sewerage network	9.000.000,00	lump sum		
2	Supervision of construction Technical supervision of the execution of works	24.000.000,00	lump sum		
3	Training of the employees of PUC Water Supply and Sewerage Leskovac	6.000.000,00	lump sum		
4	Project management	18.000.000,00	lump sum		
	<b>TOTAL OFFERED PRICE</b>	/			

#### **Instruction for filling out the Price Structure Template:**

*The Bidder should fill out the Price Structure Template as follows:*

*Lump sum calculations of all items. Description of items, provided in the price structure template will not be a limiting factor of the Consultant's obligation to deliver services in accordance with the Contract, which are fully described elsewhere.*

*Prices of all items must be expressed in Serbian dinars (RSD), rounded up to two decimals. Prices of each item in the price structure template must be rounded up to two decimals. Bidders must not change the text of the Price Structure Template. Bidders are obliged to fill out all items of the Price Structure Template.*

*Also, the Bidder is obliged to sign the Price Structure Template.*

*Regardless of the limitations that may arise from the formulations of certain items and/or clarifications from this instruction, it is necessary that the Bidder clearly understands that amounts entered into the Price Structure Template refer to services completed in all respects.*

*The Consultant is believed to be aware of all requirements and obligations, whether indicated or implied, which are covered by any part of this Contract, and that cited prices for all items are in conformity with the above. Such amounts, thus, must include all unexpected and potential expenses and all types of risks which may occur in the delivery of services in accordance with the Contract or*

PROCUREMENT OF THE SERVICE FOR THE SELECTION OF TECHNICAL SUPPORT/TECHNICAL CONSULTANT FOR THE CONSTRUCTION OF THE FAECAL SEWERAGE NETWORK IN BRATMILOVCE AND 15 SETTLEMENTS IN THE VICINITY OF LESKOVAC, WITHIN THE FRAME OF THE IMPLEMENTATION PHASE OF THE “WASTEWATER MANAGEMENT IN LESKOVAC” PROJECT ORIO 10/SB/01

*these Contract Documents. If no separate items have been submitted within the Price Structure Template, lump sum prices and their sum shall include all expenses relating to various items from the Price Structure Template.*

*Amounts listed in this Article will be used to calculate payments and temporary situations, and for valuation of additional services, if there are any.*

*Data from the Price Structure Template constitute a basis for the calculation of the Cost Estimates for all cited services for the purpose of tax exemption on the basis of the Agreement for the implementation phase and exploitation phase and the maintenance of the project “Wastewater management in Leskovac, Serbia (ORIO10/SB/01)”, concluded between the Ministry of Environmental Protection and the City of Leskovac.*

**FORM 7**

**REFERENCE MODEL OF CERTIFICATE**

**Name of the reference**

**Contracting Authority:** \_\_\_\_\_

**Seat:** \_\_\_\_\_

**Street and number:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Registration No:** \_\_\_\_\_

**TIN:** \_\_\_\_\_

Pursuant to the Article 77, paragraph 2, point 2, subpoint 2 of the Public Procurement Law, we are hereby submitting

**C E R T I F I C A T E**

confirming that the Bidder \_\_\_\_\_ in \_\_\_\_\_ successfully delivered the **service of designing and expert supervision or service of technical control and supervision which are the same or similar to the subject of the procurement.**

**The Project has been successfully completed.**

\_\_\_\_\_  
*(Title of the project)*

**Brief description of the Project and its characteristics**

*(The description must contain minimum requirements established in Chapter III of Contract Documents –criteria for contract award to the “most economically advantageous bid”, under point 2 - Reference experience)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROCUREMENT OF THE SERVICE FOR THE SELECTION OF TECHNICAL SUPPORT/TECHNICAL CONSULTANT FOR THE CONSTRUCTION OF THE FAECAL SEWERAGE NETWORK IN BRATMILOVCE AND 15 SETTLEMENTS IN THE VICINITY OF LESKOVAC, WITHIN THE FRAME OF THE IMPLEMENTATION PHASE OF THE “WASTEWATER MANAGEMENT IN LESKOVAC” PROJECT ORIO 10/SB/01

This certificate is issued to the Bidder for the purpose of participation in an open procedure for the procurement of the service for the selection of Technical Support/Technical Consultant for the construction of the faecal sewerage network in Bratmilovac and 15 settlements in the vicinity of Leskovac, within the frame of the implementation phase of the “Wastewater management in Leskovac” Project Orio 10/SB/01

**Contracting Authority:**

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(Signature of the Authorized Person)

**NB:** The certificate form shall be submitted for one executed project. If the Bidder is not able to provide a certificate by the Contracting Authority, and the Contracting Authority accepts other evidence (contract, concluded situation etc.), which allow that everything stated in this certificate be clearly and unambiguously established, insofar as the subject of the procurement and the established conditions.

## V CONTRACT TEMPLATE

The Contracting Authority and the Bidder that has been awarded the contract in accordance with the contracting conditions, under the title: “FIDIC White Book (4th edition, 2006)” – “Client/Consultant Model Service Agreement” (“Contract”), which was published in English by the International Federation of Consulting Engineers (FIDIC), with a seat in Geneva, Switzerland, while the Serbian translation was published by the Association of Consulting Engineers in Serbia, with a seat in Belgrade, Zahumska 26, 11120 Belgrade, website: [www.aces.rs](http://www.aces.rs).

The text of the contract form may be acquired, for a fee, from the Association of Consulting Engineers in Serbia, with a seat in Belgrade, Zahumska 26, Website: [www.aces.rs](http://www.aces.rs) Phone: +381 11 3808 861, Fax +381 11 3808 861, e-mail [office@aces.rs](mailto:office@aces.rs).

***NB:** If a bidder, after the contract has been awarded to it, for no reasonable reason, refuses to conclude a public procurement contract, the Contracting Authority reserves the right to sign a contract with the next best ranked bidder.*

*The Bidder shall certify with a stamp and sign a contract template, confirming that it accepts elements of the contract template.*

*In case that a joint bid is submitted, or a bid with a Subcontractor, all participants in the joint bid or Subcontractors will be listed in the main contract.*

*In case that a joint bid is submitted, the contract template will be signed and certified by a member of the group of bidders that is indicated as a signatory of the contract in the Agreement. In case that such a bid is chosen as the most advantageous, the contract itself will be signed by a member of the group of bidders that is indicated as the signatory of the contract in the Agreement.*

## SPECIAL CONDITIONS OF CONTRACT

### A. INSTRUCTIONS FROM ARTICLES OF GENERAL CONDITIONS

#### 1.1 Definitions

1.1.1. The Project is: Procurement of Technical Consultancy Services for the construction of the faecal sewerage network in Bratmilovac and 15 settlements in the vicinity of Leskovac, within the frame of the implementation phase of the "Wastewater management in Leskovac" Project Orio 10/SB/01

1.1.2. Date of commencement: 15 days from the date of mutual signing of the contract

01/01/2010 Time-limit for completion 18 months (including a 12-month period for reporting any shortcomings)  
Serbian and English

#### 1.3 Language for communication

#### 1.4 Contract language(s)

Governing language Serbian  
Law applicable Serbian

#### 1.8 Notification

Address of the Contracting Authority City of Leskovac  
Pana Đukića 9□11, 16000 Leskovac, Serbia  
Dr Goran Cvetanović

E□mail jip@vodovodle.rs

Telephone number + 38116200-804

Fax number /

Address of the Consultant *Fill out after n the selectio of the best bid*

E□mail *Fill out after n the selectio of the best bid*

	Telephone number	<i>Fill out</i>	<i>after n</i>	<i>the selectio of the best</i>
	Fax number	<i>Fill out</i>	<i>after n</i>	<i>the selectio of the best</i>
<b>5.2.2.</b>	<b>Agreed compensation for delays in payment (percentage/day)</b>	0.05		
<b>6.2</b>	<b>Accountability period</b>	28 days		
	Starting from the	Completion of the consultant contract for which the final part of the period is used for reporting shortcomings of the contract.		
<b>6.3.1.</b>	<b>Limited Compensation.</b>	10 % of the final contract price		
<b>8.2</b>	<b>Mediation</b>			
8.2.1.	Appointed Mediator	Serbian	National	
8.2.2.	Suggested centre for mediation	Association (NUMS) Kneza Miloša 12, 2nd floor, 211, 11000 Belgrade Phone: +381 (0) 11 26 41 083; E-mail: office@nums.rs www.nums.rs	of Mediators	
8.2.3.	Mediation procedures	In accordance with the Law on Mediation in Dispute Resolution ("Official Gazette of the RS", No 55/2014)		
8.3.2.	Arbitration rules	Permanent Arbitration Court in the Serbian Chamber of Commerce		

## **B. ADDITIONAL ARTICLES**

The following points of General Conditions have the following meanings:

### **1. General provisions**

#### **1.1 Definitions**

1.1.5. **Country** means Serbia

1.1.8. **The Consultant** shall be an expert firm, indicated in the Contract, which is in charge of delivering the services of technical control and expert supervision, in accordance with contracting conditions of the FIDIC Red Book (1st edition, 1999, ISBN 2-88432-002-9), Serbian Law on Planning and Construction and its by-laws, standards and other positive regulations.

01/01/2014 **Local currency** is Serbian Dinar (RSD).

### **2. Contracting Authority:**

#### **2.1 Information**

2.1.1. In order to avoid any delay in the delivery of consulting services, the Contracting Authority undertakes the obligation to make available, within 3 days from the date of the signing of this Contract, the design/technical documentation of the Project for the construction permit for 15 settlements in the vicinity of Leskovac, and Project for the construction permit for Bratmilovce, location requirements, technical conditions for designing and connecting the holder of public powers which have been obtained through the process of determining location requirements which are their integral part, decree on construction permits for 15 settlements and Bratmilovce.

### **3. Consultant**

After point 3.5.1, point 3.52 shall be added to read as follows:

3.5.2. It shall be deemed that the staff proposed by the Consultant in their bid has already been approved by the Contracting Authority, by concluding the Contract.

### **5. Payment**

#### **5.2.1. Payment due dates**

Payment of planned/contracted amounts determines the possibility of advance payments of a part of the price, to the amount of maximum 15% of the total contracted price, where advance payment must be accompanied by financial security instruments for advance payment. The remaining amounts of the contracted price will be defined through temporary payments on the basis of agreed objectives, on the basis of the Reporting Plan, and after the submission of the final Report on Services Rendered. Reporting Plan refers to the monthly

reports submitted by every 5th day of the month for the preceding month. Due date for payment is defined as 45 days from the date of duly submitted invoice by the Consultant (temporary or final situations). Duly submitted account is an account whose integral part is the Report of Services Rendered, accepted by persons authorised for monitoring the execution of the contract by the Contracting Authority, as well as by Parties to the Contract.

### **ADDENDA**

The following addenda are integral parts of the Contract.

ADDENDUM NO. 1 EXTENT OF SERVICES – TECHNICAL SPECIFICATIONS

ADDENDUM NO. 2 STAFF, EQUIPMENT, BUILDINGS AND SERVICES OF OTHER PERSONS, PROVIDED BY THE CONTRACTING AUTHORITY

ADDENDUM NO. 3 REIMBURSEMENTS AND PAYMENTS

ADDENDUM NO. 4 FORWARD PLAN OF SERVICES

## **ADDENDUM 1: EXTENT OF SERVICES – TECHNICAL SPECIFICATIONS**

### **NB:**

Addendum 1 – Extent of Services– Technical specifications, is a service contract for the delivery of consultant services and expert supervision services in accordance with the Law on Planning and Construction of the Republic of Serbia, Rulebook on the Content and Method of Conducting expert supervision, all other Serbian laws and by-laws regulating this area, FIDIC Red Book - 1st edition, 1999, and FIDIC White Book - 1st edition, 1999. Addendum 1 is also a technical specification within the meaning of the Public Procurement Law ("Official Gazette of the RS", No 124/2012,14/2016 and 68/2015 ).

These documents have been prepared for the purpose of delivering technical consultancy services and expert supervision services under this contract. Delivery of consultant services and expert supervision services in accordance with the Law on Planning and Construction of the Republic of Serbia, Rulebook on the Content and Method of Conducting Expert Supervision, all other Serbian laws and by-laws regulating this area, FIDIC Red Book - 1st edition, 1999, and FIDIC White Book - 1st edition, 1999.

In this public procurement, the following regulations must be applied:

- Public Procurement Law ("Official Gazette of the RS, No 124/2012,14/2015 and 68/2015 );
- Rules on Mandatory Elements of Bid Documents in Public Procurement Procedures and on the Manner of Proving Fulfilment of Requirements ("Official Gazette of the RS", No 86/2015 и 41/2019 );
- Law on Planning and Construction ("Official Gazette of the RS", No 72/2009, 81/2009 - corr., 64/2010 - CC decision, 24/2011, 121/2012, 42/2013 - CC decision, 50/2013 - CC decision, 98/2013 - CC decision, 132/2014, 145/2014, 83/2018, 31/2019 and 37/2019 – as amended)
- Law on Health and Safety at Work ("Official Gazette of the RS", No 101/2005 and 91/2015 and 113 and 2017- as amended);
- Law on General Administrative Procedure ("Official Gazette of the RS", No18/2016 and 95/2018) with respect to the part which is not regulated by the Public Procurement Law;
- The Law of Contract and Torts ("Official Journal of SFRY", No 29/78, 39/85, 45/89 - decision of the Constitutional Court of Yugoslavia, and 57/89, "Official Journal of FRY", No 31/93, and "Official Gazette of Serbia and Montenegro", No 1/2003 - the Constitutional Charter);
- Law on Construction Products ("Official Gazette of the RS", No 83/2018);
- Law on Standardisation ("Official Gazette of the RS, No 36/2009, 46/2015 );
- Regulation on Health and Safety at Work on Temporary or Movable Construction Sites ("Official Gazette of the RS", No 14/2009,95/2010 and 98/2018);
- Rulebook on the Appearance, Content and Location to place the Construction Site Board ("Official Gazette of the RS", No 22/2015);
- Rulebook on the Content and Method of Keeping the inspection book, construction log book and measurement book ("Official Gazette of the RS", No 22/2015);
- Rulebook on the Content and Method of Conducting Technical Inspection, Composition of the Commission, Content of the Commission's Proposal on determining the suitability of the building for use, observance of the land during the construction and utilization, and

minimum guarantee period for certain types of buildings ("Official Gazette of the RS", No 27/2015 and 29/2016);

- Rulebook on the Content and Method of Conducting Expert Supervision ("Official Gazette of the RS", No 22/2015 and 24/2017);
- Rulebook on the Content, Method and Procedure of Compilation and Method of Checking the Technical Dossier according to the Class and Purpose of the Building ("Official Gazette of the RS", No 72/2018);
- Rulebook on the method of conducting a unified procedure electronically ("Official Gazette of the RS", No 113/2015, 96/2016 and 120/2017);
- Rulebook on the Classification of Buildings ("Official Gazette of the RS" no 22/2015);
- Value Added Tax Law ("Official Gazette of RS", No 84/2004, 86/2004-corr., 61/2005, 61/2007, 93/2012, 108/2013, 6/2014 – adjusted RSD amount, 68/2014 – as amended, 142/2014, 5/2015 – adjusted RSD amount, 83/2015, 5/2016 – adjusted RSD amount, 108/2016, 7/2017- adjusted RSD amount, 113/2017, 13/2018 - adjusted RSD amount, 30/2018 и 4/2019 – adjusted RSD amount);
- Rulebook on determining Construction Goods and Services for the purpose of determining tax payers for Value-Added Tax ("Official Gazette of the RS", No 86/15 );
- "Contract Template on the provision of services between the Contracting Authority and the Consultant, White Book", International Federations of Consulting Engineers–FIDIC, Fourth Edition 2006, ISBN 2-88432-048-2;
- All other regulations, standards governing general rules of the profession relating to the subject of the public procurement.

*NB: In case of any amendment to the above regulations, positive law shall be applied, in the manner determined by new regulations.*

## **1. OBJECTIVES, PURPOSE AND EXPECTED RESULTS**

### **1.1. Main objective of the project**

The main objective of the project is the construction of a faecal sewerage network for wastewater drainage for 15 settlements in the territory of the municipality of Leskovac and the settlement of Bratmilovce. It is envisaged for the sewerage wastewater to be drained into the existing sewerage network of the city of Leskovac. The wastewater will be further drained through the existing sewerage system to the Central Wastewater Treatment Plant (CWTP) in Bogojevac. The drainage of wastewater from Bratmilovce settlement is part of the ORIO project, the subject of which is the construction of the sewerage network for a total of 16 settlements on the territory of the municipality of Leskovac, but the sewerage network construction in Bratmilovce is subject of a separate project because it entails construction of an extension to the existing sewerage system. Half of Bratmilovce settlement has a sewerage system already in place.

### **a. Purpose**

The purpose of this contract is to provide professional, experienced and efficient consultant, who will have the following task: preparation of bid documentation for the selection of Contractor in accordance with the FIDIC Red Book (1st edition, 1999), on the basis of which a public procurement procedure will be performed for the selection of Contractor for the construction of a faecal sewerage network in Bratmilovce and 15 settlements; development of a PZI (Main Design) for the construction of a sewerage network in Bratmilovce and 15 settlements in the vicinity of Leskovac; technical control over the entire project; expert supervision of the execution of works; staff training of the PUC Water Supply and Sewerage Leskovac upon completion of works on the construction of the sewerage network; project management.

### **b. Expected results**

Notwithstanding the above, for the purpose of implementation of this contract the Technical Consultant should achieve the following results:

- Successful and timely completion of the design and technical documentation of the PZI (Main Design) for the construction of the faecal sewerage network in Bratmilovce and 15 settlements in the vicinity of Leskovac and the preparation of the design - technical documentation for obtaining the decision on the approval for the connection of pumping stations and implementation of the SCADA system in accordance with Serbian legislation governing this area and rules of professional conduct;
- Successful and timely preparation of the bid documentation for the selection of the Contractor in accordance with the FIDIC Red Book (1st edition, 1999), based on which public procurement will be performed for the selection of the Contractor for the construction of sewerage network in Bratmilovce and 15 settlements;
- Successful and timely implementation of the public procurement procedure for the selection of the Contractor for the construction of sewerage network in Bratmilovce and 15 settlements in the vicinity of Leskovac in accordance with Serbian legislation regulating this area;
- Successful completion of expert supervision of the construction of the sewerage network in 16 settlements in line with the budget and timeframe. Quality of the expert supervision services in accordance with Serbian legislation and the FIDIC Red Book and the rules of the profession. The quality of the performed expert supervision services will be confirmed by the issuing of the Taking Over Certificate and the Performance Certificate by the Contracting Authority, in accordance with the approved requirements of the Contracting Authority / bid documentation;
- Upon the completion of works on the construction of the faecal sewerage network, successful completion of staff training at the PUC "Vodovod" Leskovac concerning the management and maintenance of the constructed sewerage network;
- During the DNP – Defects Notification Period, the Technical Consultant will monitor the removal of defects carried out by the Contractor;
- Technical Consultant's task entails comprehensive project management.

## PROJECT DESCRIPTION

### 2.1. General

#### 2.1.1. Scope of the Project

The Municipal Wastewater Collection and Treatment Project in Leskovac was formulated and elaborated in the Feasibility Study for the Leskovac Utilities Project (MIASP - Royal Haskoning, 2007), produced in accordance with EU requirements, for the purpose of preparation of the IPA Pre-accession Co-financing Project.

The municipal wastewater collection and treatment project in Leskovac consists of the following basic elements:

1. The main city collector sewers, which take the collected wastewater to the WWTP Leskovac;
2. The planned extension of the sewerage collection network to about 20,000 additional users in suburban and rural settlement, gravitating toward Leskovac area;
3. Wastewater Treatment Plant (WWTP) Leskovac, located in the area of Bogojevce village, about 5.6km northeast of the Leskovac urban area.

The city of Leskovac is located in the Jablanica District, with a total population of 144,000 (2011 census). In the project area, the urban population in 2014 was approximately 59,000 (annual growth between -0.30 and + 0.25%) and 18,600 in rural areas (annual growth between -1.0 and + 0.30%). With an area of 1,025 km<sup>2</sup>, the population density is 140 inhabitants / km<sup>2</sup>. This area is characterized by a mild continental climate. The city of Leskovac is constantly making efforts to improve sanitation services for the population. The old city network dates back to 1950s and has been gradually expanded to its current size.

Since 2005, when Leskovac was selected by the then Municipal Infrastructure Agency Support Program (MIASP, later MISP) and a feasibility study was carried out, PUC Vodovod Leskovac has been collaborating with various international funding agencies on the extension of water supply systems.

In October 2010, the Board of Directors of the MISP (Municipal Infrastructure Support Program funded by the European Union) adopted a decision on financial support for the implementation of the Wastewater Management Project, specifically through the construction of a part of the wastewater treatment plant. There are activities currently being carried out on the implementation of certain parts of the system for collection, drainage, and treatment of municipal wastewater in Leskovac, and the financing of individual components of the system is regulated as follows:

1. WWTP Leskovac – water treatment line, Phase I by capacity - construction is funded by the EU through grants; the construction is complete but the facilities in Phase I have not been put into operation due to lack of the input parameter - wastewater;
2. WWTP Leskovac – sludge treatment line, Phase II by capacity - construction is funded by the Government of the Republic of Serbia, through the Ministry of Environmental Protection; the construction of the facilities in Phase II is ongoing;
3. Main city wastewater collector - construction is funded by the Serbian Government through the Ministry of Environmental Protection; construction of the facilities in Phase II is ongoing;
4. Extension of wastewater collection system in suburban settlements - financing is provided by the Government of the Kingdom of the Netherlands through the ORIO program - Facility for Infrastructure Development.

Expansion of the wastewater collection system in the suburban areas and rural settlements gravitating toward this city represents a phase in the implementation of the project "Wastewater Management in Leskovac".

The entire wastewater management project in Leskovac contributes to the creation of a modern wastewater infrastructure in Leskovac. This project is not a standalone project but fits into the city's overall efforts to achieve long-term goals. In addition to creating adequate sanitary infrastructure, the project will also contribute to better operation and maintenance performed by PUC "Vodovod" Leskovac.

The long-term goals will be a sustainable wastewater collection and treatment system that can be financed with affordable fees paid by the local population, leading to a healthier and more comfortable living environment that is attractive to both its residents and private parties.

The implementation and expansion of the sewerage system will improve the overall hygiene of the area concerned, and the health hazards will be reduced or eliminated.

The planned expansion of the sewerage network is described in detail in the Construction permit design - Project for the construction and extension of sewerage network and construction of underground pumping stations in 15 populated areas (Decision on Construction Permit No. 351-12329 / 16-02 of 22 December 2016, ROP-LES-31253-CPIH-2/2016) and the Construction permit design – Project for the construction and extension of the sewerage network in Bratmilovce settlement (Decision on Construction Permit No. 351-12288 / 16-02 of 13 December, 2016, ROP-LES-31225-CPIH -2/2016), which will be made available to Contractors.

- Construction permit design - Project for the construction and extension of sewerage network and construction of underground pumping stations in 15 populated areas (Decision on Construction Permit No. 351-12329 / 16-02 of 22 December 2016, ROP-LES-31253-CPIH-2/2016) includes the following settlements:

- Miners, Šišnice, Donja Jajina, Gornje Sinkovce, Gornje Trnjane, Vlase, Svirce, Donje Trnjane, Mrštane, Vinarce, Navalin (settlements where the construction of sanitary sewerage network is planned);
- Bogojevce, Vinarce (Čifluk Mira), Donje Sinkovce, Turekovac and Gornje Stopanje (settlements where the extension of the sewerage network is planned).
- Construction of underground pumping stations is envisaged in:
  1. PSR1 at cadastral plot (CP) no. 2845 Cadastral Municipality (CM) Rudare;
  2. PSS at cad. parcel no. 6897 CM Turekovac;
  3. PST1 at cad. parcel no. 6890 CM Turekovac;
  4. PST2 at cad. parcel no. 6899/1 CM Turekovac;
  5. PST4 at cad. parcel no. 8114 CM Turekovac;
  6. PSM1 at cad. parcel no. 3191/1 CM Mrštane;
  7. PSDT2 at cad. parcel no. 1204 CM Donje Trnjane;
  8. PSBO1 at cad. parcel no. 3491/1 CM Bogojevce;
  9. PSBO2 at cad. parcel no. 3496/1 CM Bogojevce;
  10. PSDJ1 at cad. parcel no. 2846 CM Donja Jajina;
  11. PSDJ2 at cad. parcel no. 2842 CM Donja Jajina;
  12. PSGST1 at cad. parcel no. 1497/2 CM Gornje Stopanje;
  13. PSGST2 at cad. parcel no. 1649/3 CM Gornje Stopanje;
  14. PSGS at cad. parcel no. 626/1 CM Gornje Sinkovce;
  15. PSDS1 at cad. parcel no. 1021/1 CM Donje Sinkovce.

The length of the sewerage network envisaged by this project is  $\Theta 250 - 44\,010$  m,  $\Theta 300 - 29\,532$  m, and the number of pumping stations is 15. The facility falls in the category G, classification codes 222311, and estimated value of 815,854,520.09 RSD (excluding VAT).

Location requirements no. 353-215 / 16-02, ROP-LES-14822-LOC-1/2016 of 9 August 2016 are an integral part of the construction permit for the construction and extension of the sewerage and the construction of underground pumping station in 15 populated areas. Integral part of the said location requirements are all conditions of the holder of public powers obtained in the process of issuance of the location requirements, an excerpt from the Construction permit design and the Construction permit design.

Investor, the City of Leskovac, filed the Notification for commencement of works through CEOP, in order to avoid the expiration of the building permit – Notification of commencement of works no. 351-21275 / 18-02, ROP-LES-31253-WA-3/2018 of 24 December 2018 concerning the works on the construction and extension of the sewerage and underground pumping stations in the territories of:

Cadastral Municipality (CM) Bogojevce, CM Navalin, CM Mrštane, CM Rudare, CM D.Stopanje, CM G.Stopanje, CM Svirce, CM Vlase, CM G.Trnjane, CM G.Sinkovce, CM D.Sinkovce, CM D.Trnjanje, CM Turekovac

, CM Šišince, CM D.Jajina, CM G.Jajina and CM Leskovac, as well as the construction of underground pumping stations: (PSR1) at cad. parcel No.2845 CM Rudare, (PSS1) at cad. parcel No.6897 CM Turekovac, (PST1) at cad. parcel No.6890 CM Turekovac, (PST2) to cad. parcel No.6899 / 1 CM Turekovac, (PST4) to cad. parcel No.8114 CM Turekovac, (PSM1) to cad. parcel No.3191 / 1 CM Mrštane, (PSDT2) to cad. parcel No .1204 CM Donje Trnjane, (PSBO1) to cad. parcel No.3491 / 1 CM Bogojevce, (PSBO2) to cad. parcel No.3496 / 1 CM Bogojevce, (PSDJ1) to cad. parcel No.2846 CM Donja Jajina, (PSDJ2) to. P No.2842 CM Donja Jajina, (PSGST1) to cad. parcel No.1497 / 2 CM Gornje Stopanje, (PSGST2) to cad. parcel No.1649 / 3 CM Gornje Stopanje, (PSGS) to

cad. parcel No.626 / 1 CM Gornje Sinkovce and (PSDS1) at cad. parcel No.1021 / 1 CM Donje Sinkovce. The date of the beginning of construction is 29 December 2018 – the completion date is 22 December 2021.

- Construction permit design - Project for the construction and extension of sewerage network in Bratmilovce settlement (Building Permit Decision No. 351-12288 / 16-02 of December 13, 2016, ROP-LES-31225-CPIH-2/2016) covers Bratmilovce settlement and construction of underground pumping station PSB1 at cad. parcel no. 1806/1 CM Bratmilovce. The property is of category G, classification code 222311, with an estimated value of RSD 57,124,249.79 (excluding VAT).

The length of the planned sewerage network foreseen by this project is Ø250 – 4000 m, Ø300 – 1784 m, the total length of the sewerage network is 5784 m.

Location requirements no. 353-215 / 16-02, ROP-LES-14822-LOC-1/2016 of September 20, 2016 are an integral part of the construction permit for the construction and extension of the sewerage network in Bratmilovce settlement. Integral part of the said location requirements are all conditions of the holder of public powers obtained in the process of issuance of the location requirements, an excerpt from the Construction Permit Design and the Construction Permit Design.

Investor, the City of Leskovac, has filed the Notification for commencement of works through CEOP, in order to avoid the expiration of the construction permit – Notification of commencement of works no. 351-21263 / 18-02 ROP-LES-31225-WA-4/2018 of 14 December 2018. The notified works concern the extension of the existing municipal infrastructure - sanitary sewerage system in Bratmilovce, network length Ø250 – 4000 m, network length Ø 300 – 1784 m, total length of the sewerage network 5785 m, in cadastral parcel in Bratmilovce and construction of underground pumping station PSB1 at cad. parcel No.1806 / 1 CM Bratmilovce. The date of commencement of works is 21 December 2018, while the completion date is 13 December 2021.

Design and technical documentation of the Construction Permit Design contains necessary technical calculations, descriptions, pre-estimates and estimate of works and graphic documentation.

The Service Provider is obliged to prepare the relevant design and technical documentation of the Main Design and design and technical documentation for obtaining the decision on approval for connection of pumping stations and their implementation to the SCADA system in accordance with the Law on Planning and Construction ("Official Gazette of the RS" No 72/09, 81/09-corr., 64/10-CC decision, 24/11, 121/12, 42/13-CC decision, 50/13-CC decision, 98/13-CC decision, 132 / 14 and 145/14), Rulebook on Classification of Structures ("Official Gazette of the RS" No. 22/15), Rulebook on content, method and procedure for preparation and method of control of technical documentation according to class and purpose of facilities ("Official Gazette of the RS" No. 72/18), as well as other applicable regulations, standards and norms whose application is related to the preparation of the subject documentation – Main Design.

The Contractor is obliged to prepare the bid documentation for the selection of the Contractor in accordance with the FIDIC Red Book, on the basis of which public procurement will be carried out for the selection of the Contractor for the construction of a faecal sewerage network in Bratmilovce and 15 settlements, specifically in accordance with the Public Procurement Law ("Official Gazette of the RS", No. 124/2012, 14/2015 and 68/2015) and all by-laws governing this area.

Provider of the expert supervision services over the execution of works will carry out expert supervision in accordance with the Law on Planning and Construction ("Official Gazette of the RS", No. 72/2009, 81/2009 2009, 64/10) – CC decision, 24/2011, 121/2012, 42/2013 - CC decision, 50/2013 - CC decision, 98/2013 - CC decision, 132/2014, 145 / 2014,83 / 2018, 31/2019 and 37/2019 - other), Rulebook on the Content and Manner of Conducting Expert Supervision ("Official Gazette of the RS", No. 22/2015 and 24/2017) to all other laws and by-laws governing this area and in accordance with the FIDIC Red Book.

The financing of the service for the selection of technical support - Technical Consultant and expert supervision over the project of construction of the sewerage network in 16 settlements in the vicinity of the city of Leskovac, was provided by the Facility for Infrastructure Development (ORIO), under the Grant Agreement for the Project Implementation Phase and the Maintenance and Exploitation Phase of the Leskovac Waste Water Management Project (ORIO10 / SB / 01) (hereinafter referred to as the Agreement). The Agreement was signed between the Ministry of Foreign Affairs of the Kingdom of the Netherlands and Ministry of Environmental Protection of the Republic of Serbia. The Agreement designates the City of Leskovac as the Beneficiary of the Grant and the Ministry of Environmental Protection as the recipient of the Grant. The Ministry of Environmental Protection and the City of Leskovac have regulated their relations by the Agreement on Implementation Phase and Exploitation and Maintenance Phase of the project "Wastewater management in Leskovac, Serbia (ORIO10 / SB / 01)" The method of payment, invoicing and VAT exemption are listed in Addendum 3, whose forms an integral part of this Agreement.

### **2.1.2 Scope of works**

#### **Service Provider – terms of reference:**

1. Preparation of bid documentation for the selection of the Contractor in accordance with the FIDIC Red Book, on the basis of which public procurement will be carried out for the selection of the Contractor for the construction of the sewerage network in Bratmilovce and 15 settlements;

2. Preparation of the PZI (Main Design) for the construction of the sewerage network in Bratmilovce and 15 settlements in the vicinity of Leskovac and development of technical dossier for obtaining the decision on approval for connection of pumping stations and their implementation on the SCADA system;

3. Expert supervision over the execution of works;

4. Training of the staff of PUC Water Supply and Sewerage Leskovac upon completion of the works on construction of the sewerage network;

5. Project management.

#### **2.1.2.1 Preparation of Bid Documents for Selection of Contractors in accordance with the FIDIC Red Book, on the basis of which public procurement will be conducted for the selection of the Contractor for the construction of the sewerage network in Bratmilovce and 15 settlements**

The Contractor is obliged to participate in the preparation of the bid documentation for the selection of Contractor in accordance with the FIDIC Red Book (FIDIC RED BOOK)

based on which public procurement will be performed for the selection of contractor for the construction of sewerage network in Bratmilovce and 15 settlements. The contracting authority is obliged to provide the Contractor with all the necessary technical documentation in his possession, to assist in the implementation of public procurement for the selection of Contractor and, together with the Contractor, to carry out the public procurement for the selection of Contractor. Bid documentation consists of:

- Instructions to bidders on how to prepare a bid
- Contract model (special and general conditions based on the FIDIC Red Book);
- Technical specifications, i.e. scope of work;
- Bill of Quantities;
- Main Design with drafts and other technical information.

Public procurement for the selection of the Contractor for the construction of the sewerage network in 16 settlements in the vicinity of Leskovac must be formed by lots according to the order and in agreement with the Contracting Authority, and in accordance with the Public Procurement Plan for 2019 of the City of Leskovac.

The Service Provider shall participate equally in the implementation of the public procurement procedure for the execution of construction works by participating in:

- preparation of bid documentation for the selection of contractor;
- preparation of the call for proposals;
- preparation of amendments to the bid documentation;
- providing additional information or explanations regarding the preparation of bids, if requested by bidders;
- opening, reviewing, evaluating and ranking bids;
- drawing up a written report on the professional evaluation of bids;
- preparation of the proposal for decision on awarding the contract or suspending the procedure;
- preparation of the contract based on models from the bid documentation;
- decision-making on the request for the protection of rights.

Public procurement is conducted in Serbian and English, and the bid documentation must be made in Serbian and English. Accordingly, the Contracting Authority is obliged to provide translation of the documentation. The announcement of the bid will be published in local and national newspapers, as well as on the website of the municipality of Leskovac. The Contracting Authority will publish the bid documentation for the selection of contractor in international publications: [www.globaltenders.com](http://www.globaltenders.com).

The Service Provider is required to have an expert for FIDIC contracts with international experience on its team as specified in the additional terms. The role of this expert is to participate in the preparation of the bidding documents and to participate in the announcement of the public procurement as well as in the expert evaluation of the bids. In addition to this expert, the Commission for the Implementation of the Public Procurement Procedure will also employ a person from the city administration of the City of Leskovac, who is familiar with the overall regulation of the implementation of the public procurement procedure. This person will also chair the Commission for the implementation of the procurement procedure. The second and third members are selected from the members of the project implementation unit of the City of Leskovac who also have experience with the overall regulation of the public procurement procedure. The fourth member is the aforementioned FIDIC contract expert. A fifth member may be selected from the Consultant's team to provide technical and professional knowledge of the

sewerage network construction work. The fifth member of the Commission shall be elected in agreement and with the consent of the Contracting authority.

#### **2.1.2.2 Preparation of PZI (Main design) for the construction of the sewerage network in Bratmilovce and 15 settlements in the vicinity of Leskovac and development of design and technical documentation for obtaining the decision on approval for connection of pumping stations and their implementation on the SCADA system**

The Contracting Authority will provide the Service Provider with all the necessary documentation for the preparation of the Main Design for the execution of works on the construction of the sewerage network in Bratmilovce and 15 settlements in the vicinity of Leskovac.

During the development phase of the Waste Water Management Project in Leskovac, Serbia (ORIO10 / SB / 01), the Contracting Authority has provided the design and technical documentation up to the level of the Construction Permit Design, namely:

- Construction Permit Design for the construction and extension of the sewerage network and construction of underground pumping stations in 15 populated areas (note: in the request for location requirements the name of the project is – Sanitary sewerage system in settlements in Leskovac). The project has been approved by the Technical Control and the construction permit has been obtained by the final decision on the construction permit 351-12329 / 16-02 of 22 December 2016. Location requirements No 353-215 / 16-02, ROP-LES-14822-LOC-1/2016 of 9 August 2016 are an integral part of the construction permit for the construction and extension of the sewerage network and the construction of underground pumping stations in 15 populated areas. Integral part of the said location requirements are all conditions of the holder of public powers obtained in the process of issuance of the location requirements, an excerpt from the Construction Permit Design and the Construction Permit Design.

The Service Provider shall draft all design and technical documentation taking into consideration all the conditions of the holders of public powers determined in the process of obtaining location requirements and make integral part thereof. It is also necessary that the Service Provider adheres to the same conditions as those of holders of public powers, and provide the Contracting Authority with all the necessary professional assistance, as well as take all necessary steps on behalf of the Contracting Authority to ensure that the Contractor performs all works on the construction of the sewerage network without difficulty. In the process of obtaining the location requirements, which are an integral part of the construction permit for the construction of the sanitary sewerage in 15 settlements of the city of Leskovac, the following conditions of the holder of public powers were obtained:

- Design conditions - preparation of design documentation for construction and extension of sewerage installations and construction of pumping stations in settlements in Leskovac issued by Jugorosgaz, no. N / I - 265 of 13 July 2016;
- Conditions for designing and connection to municipal infrastructure issued by PUC "Vodovod" Leskovac. Nr. ROP-14822/2016, 32/2016 of 12 July 2016;
- Conditions issued by Telekom Srbija, Niš executive unit, no. 7157-261993 / 3-2016 of July 13, 2016;

- Technical conditions for connection to the power distribution system issued by the Distribution System Operator "EPS Distribucija" D.O.O. Belgrade, Elektrodistribucija Leskovac, no. 184031/2 of 19 July 2016;
  - Conditions for the construction and extension of the sewerage network and the construction of pumping stations in settlements in Leskovac, issued by the Ministry of Defense of the Republic of Serbia, Infrastructure Directorate, no. 1856/9 of 19 July 2016;
  - Design conditions, issued by PE Roads of Serbia, no. DB 953-14351 of 20 July 2016;
  - Decision on issuance of water requirements issued by the City Administration for Economy and Agriculture, no. 325-10 / 16-04 of 29 July 2016.
- Construction Permit Design – Sanitary sewerage in settlements in Leskovac - Bratmilovce. The project has been approved by the Technical Control and the Construction permit has been obtained by the final decision on the construction permit no. 351-12288/16-02 of 13 December 2016. Location requirements no. 353-214 / 16-02, ROP-LES-14821-LOCH-4/2016 of 20 September 2016 are an integral part of the construction permit for the construction and extension of the sanitary sewerage network in Bratmilovce. Integral part of the said location requirements are all conditions of the holder of public powers obtained in the process of issuance of the location requirements, an excerpt from the Construction permit design and the Construction permit design.

The Service provider shall draft all design and technical documentation for the Main Design taking into consideration all the conditions of the holders of public powers determined in the process of obtaining location requirements and make integral part thereof. It is also necessary that the Service Provider adheres to the same conditions as those of holders of public powers, and provide the Contracting Authority with all the necessary professional assistance, as well as take all necessary steps on behalf of the Contracting Authority to ensure that the Contractor performs all works on the construction of the sanitary sewerage network without difficulty. In the process of obtaining the location requirements, which are an integral part of the construction permit for the construction of the sanitary sewerage in Bratmilovce settlements, the following conditions of the holder of public powers were obtained:

- Design conditions - preparation of project documentation for the upgrading of sewage installations in Bratmilovce, in Leskovac, issued by Jugorosgaz, no. N / I - 298 dated 16 August 2016;
- Technical conditions for connection to the distribution power system issued by the Distribution System Operator "EPS Distribucija" D.O.O. Belgrade, "Elektro distribucija Leskovac", no. 182071/1 dated 6 July 2016;
- Conditions for designing and connecting to the municipal infrastructure issued by PUC "Vodovod" Leskovac. Nr. ROP-LES-14821-LOC-1/2016, 30/2016 dated 6 July 2016;
- Conditions issued by Telekom Srbija, Niš executive unit, no. 7157-256532 / 3-2016 dated 6 July 2016;
- Conditions of Public Utility Company "Srbijavode" Belgrade, Water Management Center "Morava" Nis, no. 2-07-4527 / 2 dated 14 August 2016;
- Design conditions issued by PE Roads of Serbia, no. LJNP 278 dated 16 September 2016.

*NB: The Construction permit design defines, among other things, the pipeline route. There are two types of pipeline routes, i.e. two types of cross-sectional profile in relation to the street: Type A (passage within the regional road) - designed network off the asphalt and within the road dimensions, and Type B (uncategorized road) – designed network along the middle of the street. The microlocation of the route and the characteristic levels of the collector may undergo some changes during the performance of works, depending on the specific conditions on the ground and the location of the underground installations for which the Designer responsible for the Construction Permit Design did not have any data, or had approximate data only. In view of the aforementioned, when drafting the design and technical documentation for the Main Design, the Service Provider should consider all potential problems that the Contractor may encounter during the construction of the sewerage network and minimize them, as well as provide the Contractor with all necessary technical support when resolving such issues. Any changes that occur during the performance of works must be observed in the as-built drawings, the drafting of which will be the responsibility of the Contractor with the technical support of the Technical Consultant and the supervisory authority. All unforeseen works and surplus works that may arise from all of the above during the construction of the sewerage network, as well as the preparation of the design and technical documentation for the Main Design, will be borne by the Contractor.*

*The Contracting Authority shall, prior to the commencement of works, request from the holder of public powers to mark the tracks of the existing installations, to mark the part of the belt of the narrower or wider zone of the road where the sewerage network is constructed, all on the basis of the Conditions of the holder of public powers obtained in the process of obtaining location requirements. Based on the above, the provider of technical consulting services will provide the Contracting Authority with all necessary assistance in obtaining the required approvals, prepare all necessary documentation, produce technical details (if required by the holder of public powers) and provide maximum protection of the Contracting Authority's interests, and enable the Contractor to perform construction works without interruption.*

*Service Provider - Technical Consultant and Supervisor over the construction of the facility is obliged to take all necessary measures in cooperation with the Contractor, not to damage any of the existing installations owned by the holder of public authority when performing works on the construction of the sewerage network. In the event of damage during the execution of the works, the Contractor will be obliged to bring the existing installations to their original condition and the costs of repair of the damage on existing installations will be borne by the supervisory authority and the Contractor, since they were obliged to provide all technical protection measures on the existing installations.*

### **Content of the Construction Permit Design**

The Contracting Authority provided the Construction Permit Design for the Construction and extension of the sanitary sewerage network and Construction of underground pumping stations in 15 settlements (Decision on construction permit no. 351-12329 / 16-02 of 22 December 2016, ROP-LES-31253-CPIH- 2/2016) and Construction permit design for the Construction and extension of the sanitary sewerage network in Bratmilovce settlement (Decision on construction permit no. 351-12288 / 16-02 of 13 December 2016, ROP-LES-31225-CPIH-2/2016). The aforementioned projects contain the following design and

technical documentation prepared in accordance with the Law on Planning and Construction and by-laws that more closely regulate the contents of the technical documentation:

- a. Main volume;
- b. Designs
  - b1. Structural design;
  - b2. Hydrotechnical installation design;
  - b3. Electrical installation design;
  - b4. Mechanical installation design.
- c. Geotechnical study

**Detailed description of the technical and design documentation of the Main Design (PZI) for the construction and extension of the sanitary sewerage and underground pumping stations in 15 settlements and the Project for construction of the sewerage network in settlements in Leskovac - Bratmilovce and preparation of design and technical documentation for obtaining the decision on approval for connection of pumping stations and their implementation to the SCADA system**

The obligation of the Service Provider defined in this Agreement is to prepare the design and technical documentation for the Project for construction and extension of the sanitary sewerage network and construction of underground pumping stations in 15 settlements and the Project for construction of the sanitary sewerage network in settlements in Leskovac - Bratmilovce and preparation of the design and technical documentation for obtaining the decision on approval for connection of pumping stations.

The Main Design is prepared on the basis of the Construction Permit Design in accordance with the Law on Planning and Construction ("Official Gazette of the RS" No. 72 / 2009, 81 / 2009 - as amended, 64/2010 - CC decision, 24/2011, 121 / 2012, 42 / 2013 – CC decision, 50/2013 - CC decision, 98/2013 - CC decision, 132/2014, 145/2014, 83/2018, 31/2019 and 37/2019 – state law) and by-laws which regulate in detail the contents of the design and technical documentation. The design and technical documentation for obtaining the decision on the permit for connection of pumping stations should be prepared in accordance with the Law on Planning and Construction and by-laws that regulate this area in more detail (preparation of the Conceptual Design for obtaining location requirements and the Conceptual Design for obtaining the decision on approval).

The Main Design is prepared for the purposes of construction of facilities and performance of works and is a set of mutually agreed designs that regulate the construction - technical, technological and exploitation characteristics of facilities with equipment and installations, technical and technological and organizational solutions for the construction of facilities, investment value of facilities and conditions for the maintenance of facilities. The Main Design must also include a statement by the responsible designers confirming that the design was prepared in accordance with the location requirements, construction permit, regulations and rules of the profession (Article 123 of the Law on Planning and Construction, "Official Gazette of the RS" No. 72/2009 , 81/2009 – corr., 64/2010 - CC

decision, 24/2011, 121 / 2012,42 / 2013 - CC decision, 50/2013 - CC decision, 98/2013 - CC decision, 132/2014, 145 / 2014, 83/2018, 31/2019 and 37/2019 – as amended).

The content of the Main Design is regulated by a by-law, the Rulebook on the content, manner and procedure for preparation and the manner of performing control of the technical documentation according to the class and purpose of the facilities ("Official Gazette of the RS", No. 72/2018), and the Main Design consists of the Main Volume and the Design.

The Main Design contains more detailed technical solutions in which the construction permit design is elaborated, and depending on the type and class of the facility, it contains other parts of the design that are not the subject of the construction permit design, which are necessary for the execution of the works.

Designs or parts of the Main Design contain elements (e.g. drawings, calculations, analysis) of the construction permit design, or only refer to them, indicating the parts of the construction permit design where these elements are located.

Technological diagrams, catalogs and workshop drawings may be an integral part of the Main Design, if this is necessary for the performance of works, but, in this case, they must be signed and stamped by the responsible designer of the design concerned, clearly indicating the project they belong to.

Textual documentation of the Main Design for the facilities, depending on the type and class of the facility, contains a technical description with additional information in relation to those already defined by the construction permit design, relating to: the technical characteristics of the building materials and equipment intended for installation and requirements regarding those materials and equipment, description of the place and method of their installation, description of the selected structural system, description of methodologies for foundation and construction works, description of necessary tests and measurements, as well as other necessary information related to the performance of works.

Documentation containing quantities (numbers) of the Main Design for facilities, depending on the type and class of the facility, contains: detailed calculations of the structure and structural details, sizing and selection of installations and equipment with defined necessary characteristics and energy consumption, etc.

In the event the Main Design also contains specifications of materials and equipment, bill of quantities and other similar attachments, they shall be attached to the numerical documentation.

Graphic documentation of the Main Design, depending on the type and class of the facility, contains drawings and details necessary for the construction of the facility, i.e. performance of works, such as:

- drawings, schemes and details of construction, craft and installation works;
- aggregate drawings (synchronous plans) of installations and equipment;
- drawings, diagrams and details with instructions for installation of elements and equipment;

- technological schemes;
- drawings and details of construction technology;
- drawings and details of foundations and structures, with details of formwork and reinforcement, details of joints, expansion joints and supports, details of penetration through structural elements, etc.;
- insulation drawings and details;
- drawings and details providing measures to meet the basic requirements for the facility;
- schemes and presentations of the construction phases;
- drawings and details of connecting lines;
- other necessary drawings and presentations.

The graphic documentation in the preparatory work design contains, in particular, drawings of the surface and the volume of the excavation with an outline of the measures for securing the foundation pit.

The graphic documentation of the Main Design is prepared to the extent that is appropriate for the construction of the facility or the performance of works.

The Main Design, or parts of the Main Design related to the engineering structures, have content and scope at a level appropriate for the Main Design for buildings, according to the rules of the profession.

The Main Design shall be accompanied by the Preventive Measures Plan, which shall be drafted in accordance with regulations governing occupational safety and health at temporary or mobile construction sites.

The Contractor shall perform the works on the construction of the sewerage network based on the Main Design, which will be prepared by the Service Provider - Technical Consultant. Technical Consultant is responsible for the preparation of the Main Design in accordance with the rules of the profession, the Law on Planning and Construction and all relevant rulebooks. Pursuant to the Law on Planning and Construction and by-laws, the Main Design contains more designs than the Construction Permit Design. The number of designs and the content of the Main Design are defined by the responsible designer. The designer responsible for the Main Design shall, in addition to the already defined designs that are an integral part of the Construction Permit Design, define and prepare all other necessary projects in order to enable the Contractor to build the sewerage network, and to ensure that the Contracting Authority is protected from any possible claims for damages by the Contractor due to a possibly incomplete Main Design (considering that the work on construction of the sewerage network is done according to the red book model - FIDIC Red Book).

The Service provider - Technical Consultant will be obliged to define in the Main Design measures for the implementation of the sewerage network with sewage pumping stations on the SCADA system. The Service Provider - Technical Consultant is responsible to develop the design - technical documentation for obtaining the decision on approval for connection of 16 sanitary sewage pumping stations and their implementation on the SCADA system.

### **Measures for the implementation of sewage pumping stations on SCADA system, design and technical documentation**

The sanitary sewerage system in the settlements in Leskovac envisages the construction of 16 pumping stations in individual settlements that are hydro-technically connected; in terms of power supply, the sewage pumping stations are completely independent with own connections to the power supply.

Sewage pumping stations are constructed as underground shafts with overhead freestanding cabinets. The installation of sewage pumping stations is planned in the immediate vicinity of the road, which requires additional measures of protection of the equipment to be installed in the pumping station. The capacity of individual pumping station facilities was selected for the final phase, when the sewerage network is constructed in all streets with the gravity drainage, and pumping capacities were selected based on pumping station capacity. All shafts are standardized, rectangular and with the same dimensions. The shaft consists of a main shaft with a pumping station and an accompanying shaft of the shutter. The accompanying shaft with the thrust pipeline has all the necessary fittings and reinforcement. The pumping station provides for the installation of two pumps of suitable capacity operating in 2 + 0 mode, one working and the other spare, but in emergency situations both pumps may be operational. The sewage collector system brings the sewage to the pump site which is then pumped into the pumping station through the main sanitary sewer.

Electrical consumers and hydro-mechanical equipment will be installed in the shaft and in the above-ground, concrete facility. The measuring equipment will also be installed in the pumping station and in shafts, while the electrical cabinets will be installed in the dry room of the above ground facility. The pumping stations for 16 settlements in Leskovac will be supplied with electricity in accordance with the electric power requirements defined by the local Power Distribution company. At the request of the electric power distribution company, the facility will be supplied from the nearest 0.4 kV low-voltage grid for each sanitary sewage pump station individually (connection type T1B) except for PST3 which will be fed from the LV from the 10 / 0.4 kV substation "Turekovac 5 Roma", T2B connector type.

Separate electricity metering is provided for each facility according to EPS conditions. The meter is intended for remote reading. Electrical measuring cabinet is a type cabinet which is mounted on the utility pole as required by the Power Distribution company. The cabinet is intended for external installation.

The installation of two submersible pump sets is planned at the pumping station. In regular operating mode these pump sets are intended to operate one by one. In emergency mode, both sets can be switched on simultaneously.

In addition to the automatic operation of the pumping station, the pump sets can be switched on and off by pressing the buttons in each pumping station on the local control cabinet. In this mode, dry-running protection remains in operation. Local operation is only used when testing the pumping station or if the automatics are not operational.

In addition to local manual operation, the pumping station also provides automatic operation and the possibility of remote activation of individual pumps. Practically, the

operation and control of the pumping station can be defined as follows:

By location:

- locally from the automation cabinet;
- remotely if the need arises (not subject of this project but there is a possibility of remote control).

By function:

- manually (using buttons and switches);
- locally - automatically (with PLC) - float operation.

The automatic operation of the pumping station and its integration into the sewerage network in Leskovac will be realized with the help of a programmable controller, which will be installed in the local cabinet. The programmable controller controls the logic and algorithm of operation of the pump sets, shutting down the pumps when hydraulic or electrical values are exceeded. The PLC also performs cyclical switching between two pumps after prolonged operation, and in the event of a failure of one pump, it switches to the other pump if the pump is operational. Remote data transfer between the pumping station facilities and the CPPOV Bogojevce command and control center will be realized through GSM or (GPRS) mobile telephony service, which requires setting up a GPRS modem and connecting it to a programmable controller.

The 16 sewage pumping stations (SPS), which are an integral part of the sewerage network, should be included in the monitoring system at the existing SCADI within the Bogojevci CWWTP (central wastewater treatment plant). All SPS must to be connected to CWWTP via GSM / GPRS communication.

The required number of pages showing sewage pumping stations is as follows:

- Spatial layout page (map) of the sewage pumping stations in the Leskovac basin with connections to the collector;
- Tabular summary page of all (16) sewage pumping stations with the status of main parameters unique to all sewage pumping stations;
- Alarms;
- Events;
- Settings;
- Auxiliary page for each sewage pumping station with remote control capability.

The parameters that are relevant for each sewage pumping station are as follows:

- communication status (GSM / GPRS);
- open door;
- intrusion signalization - armed;
- burglar alarm;
- pump operation (2 pumps in each sewage pumping station) / pump failure;
- status of probes in sewage pumping tank (dry running, minimum, maximum, overflow);
- presence of voltage;
- surge protection;
- phase asymmetry detector;
- remote control (start / stop pumps 1 and 2);

- possibility of pump counter-direction - remotely (in case of blockage);
- remote activation of sewage pumping station security;
- number of operating hours of each pump in each pumping station with "reset" option;
- number of start-up of each pump in each pumping station with the option "reset",

Alarms: a page listing all alarm states that occur in the system:

- pump failure;
- burglary;
- door open;
- protection response;
- power failure;
- Probe alarms (ZRNS, Overflow).

Events: Displays SCADA user logging and user actions (turns pumps on and off, ....).

Settings: Displays a list of SCADA system users and their permission level (administrator, user with management premissions, user without management premissions...).

Each element of the sanitary sewage pumping station must be connected to the appropriate PLC, and the PLCs will be interconnected into a common SCADA system. The central wastewater management system is located at the wastewater treatment plant within Phase I, water treatment line facilities. SCADA for Phase II facilities - sludge treatment line facilities are covered by the Construction Permit Design and are currently under construction. In this sense, during the preparation of the design documentation the Service Provider is obliged to be acquainted with the existing state of SCADA at the wastewater treatment plant and to incorporate the management of the sanitary sewage pumping station in the most adequate way. The Service Provider is not obliged to use the same supplier for the equipment on the water treatment line and the sludge treatment line. However, at the stage when it concludes the Contract and becomes qualified as the Service provider, it is obliged to consult the Contracting authority regarding the unification of the equipment and, through the technical documentation, provide an adequate response regarding the use of the chosen brand. The Service Provider must also show how the full transparency will be achieved, as well as the suitability of the two, in this case, different brands. Only after obtaining the consent of the Contracting Authority, the Service Provider can start preparing the technical design. If, however, the consent of the Contracting Authority (Engineer) is not obtained, the Contractor must, at own expense, accept the proposed brand, which is installed in the water treatment line.

The Service Provider shall, in agreement with the Contracting authority, create diagrams in SCADA and define the following:

- Accepting, archiving and processing archived information that comes to the center from individual facilities (sewer pumping stations) and then archiving them into files.
- Alarm with sound, light or written alarm in case of emergency state.
- Processing, archiving and retrieval of information collected from the system, as well as activities undertaken within the command center. Selecting data from the database and printing must be enabled.
- Alphanumeric and graphical representation of the collected data from the system should be displayed on an LCD screen. The graphic mode used to display the system should be such that all signaling and measurements are represented by graphical symbols that schematically display all relevant devices and equipment, while the alphanumeric mode is used to display lists, tables, alarm states and essential data in the system. Graphic

views must be divided into several segments, that is, views. An overview of the entire sewer pumping system should include a diagram with basic information on whether the facility is in normal operation or an error / failure has occurred. All other views should be individual, by individual facilities, or by groups of technologically connected objects with a detailed view of all functions. In single views, fixed and variable symbols should be used as well as texts with numerical data. Variable symbols and texts change their appearance depending on the information received from the system, i.e. depending on the state of the information entered. Fixed symbols are used to connect system elements to a logical technological unit.

- Modification of the existing and creation of new displays that will allow users to change graphical representations, measured values and system parameters for individual devices in case of any changes in equipment configuration.
- Automatic operation based on automatic operation algorithms with the possibility to change the operating mode by the on-call operator via commands sent remotely to the sewer pumping station. This type of operation should allow for the use of a keyboard or a mouse to enter commands in the symbol of the desired device, after which a window with appropriate menu for entering selected commands should appear.

All PLC-level algorithms are implemented at that level, while only system-level algorithms are implemented at the command center level, which provides greater reliability. This means that in the event of a communication failure or command center failure, all facilities will continue to operate normally without interruption, in automatic mode.

Complete software support for PLCs, SCADA and communication protocols must be completely "open", that is, available to the Contracting authority so that it can be subsequently modified and supplemented and must be delivered to the Contracting authority as such.

The Service provider will supply the development software tools used for the programming of PLCs and SCADA.

The Service provider shall ensure that a separate computer in the administrative building of the Public Utility Company "Vodovod" Leskovac is able to show the complete UPP system without a possibility to make changes or manage the system.

This computer unit in the administrative building of the Public Utility Company "Vodovod" should have the exclusive ability to monitor, not manage / control the technological process. In addition, SCADA application in the administrative building of PUC "Vodovod" should have the option of remote access from multiple locations at the same time, the so-called WEB - SCADA.

The transfer of data from the central control unit should be accomplished through the so-called VPN connections. Data transfers will have a maximum delay of 5 minutes.

The Service provider should also supply two laptop computers that will be able to inspect the SCADA which will be installed at the Wastewater Treatment Plant and integrated with the SCADA system of water treatment and sludge treatment lines. Communication on tablets should be enabled by mobile internet cards from the operator used by the Contracting authority. The cost of purchasing the cards and other costs shall be borne by the Contracting authority.

### **Preparation of technical documentation, responsible designer**

Technical documentation for the construction of facilities, or the execution of works can be prepared by a company, or other legal entity or entrepreneur, provided that that person is registered in the appropriate register for the preparation of technical documentation for that type of facilities and has employees with a license for responsible designer, who have relevant professional results in the preparation of technical documentation for the type and purpose of the facility.

Professional results can have a person that prepared or participated in the preparation or performed technical control of the technical documentation based on which the facilities of this type and purpose were constructed.

The Minister in charge of construction affairs shall prescribe more closely the conditions to be fulfilled by the persons and shall establish a commission to determine the fulfillment of those conditions.

The Minister responsible for construction affairs shall issue a decision with a validity of two years, on the fulfillment of conditions, at the proposal of the commission.

The technical documentation may also be prepared by a person who is a foreign national under the conditions of reciprocity and other conditions prescribed by law; may prepare the technical documentation if they have acquired the right to perform works in an international competition and if they are a member of the professional chamber of the country of which they are a resident, and the fulfillment of these conditions shall be determined by the ministry responsible for construction.

The responsible designer may be a person with a degree in relevant field at the level equivalent to academic studies or vocational studies of at least 300 ECTS, at least three years of relevant professional experience in the preparation of technical documentation, holding appropriate license in accordance with the law and who is registered in the register of licensed engineers. The license for responsible designer can be obtained by a person with a university degree in the relevant field, who passed the professional exam and with at least three years of working experience with professional results in the preparation of technical documentation and with the recommendation from at least two responsible designers or the Chamber of Engineers.

Designer's professional results are considered the results achieved in the management and development or cooperation in the development of at least two projects.

The responsible designer shall certify the part of the design for which they hold the appropriate license, in accordance with the regulation governing the preparation of technical documentation.

A company, or other legal entity or entrepreneur performing the tasks of preparation and control of technical documentation, or a contractor, performer of professional supervision or technical inspection, must be insured from liability for damages that they may cause to another party or a third party. The conditions for compulsory insurance shall be specified by the minister responsible for construction.

*Notes: The foregoing is governed by the Law on Planning and Construction ("Official Gazette of the RS" No. 72 / 2009, 81 / 2009 – corr., 64/2010 - CC decision, 24/2011, 121 / 2012, 42 / 2013 - CC decision, 50/2013 - CC decision, 98/2013 - CC decision, 132/2014, 145/2014, 83/2018, 31/2019 and 37/2019 – as amended)*

**GENERAL INFORMATION ON THE FAECAL SEWERAGE NETWORK IN BRATMILOVCE AND 15 LESKOVAC SETTLEMENTS**

The planned construction of faecal sewerage for wastewater drainage for 15 settlements on the territory of the municipality of Leskovac and Bratmilovce foresees that the wastewater of the sewerage flows into the existing sewerage network of the city of Leskovac. The wastewater will be transported through the existing sewerage system to a central wastewater treatment plant. Hydraulic analysis has shown that the existing sewerage network has the capacity to accept the load increase caused by the pouring of newly designed sewerage system. The subject of the project is the acceptance and drainage of faecal sewerage. Since a separate sewerage system is planned, atmospheric waters are not the subject of this project.

The adopted technical solution of the sewerage network was formed on the basis of analyses of the available substrates, considering the actual state of the field, the results of the hydraulic calculation, and applying the adopted design parameters.

Due to configuration of the terrain, as well as the existing shallow manholes, it was not possible to gravitationally drain all the wastewater to the existing inflow areas, but it was necessary to predict 15 pumping stations.

The spatial position of the sewerage line and its facilities (in settlements where the sewerage system has been upgraded) was determined on the basis of a geodetic survey of the route of the existing street collector, by downloading data on terrain angles, manhole top angles and manhole bottom angles measured on the terrain, within suitable available substrates.

Installation of PVC pipes, load-bearing capacity SDR 8 ( $8 \text{ kN/m}^2$ ) is envisaged. There is a possibility of changing the pipe material during the project design. However, if the responsible designer chooses to recommend the installation of other pipe material, they must have adequate argumentation and prove that this will not cause the increase of the budget allocated for the works and on the basis of which the Grant Agreement was signed or affect the anticipated pace of the works, and will not disrupt the overall timeframe foreseen for the overall completion of the project. In the structural part of the project, calculation of the pipe load capacity is given. Length of the planned faecal sewerage network foreseen by the project in 15 settlements is  $\text{Ø}250$  - 44 010 m,  $\text{Ø}300$  - 29 532 m, and the number of pumping stations is 15. The length of the planned faecal sewerage network foreseen by the project in Bratmilovce is  $\text{Ø}250$  - 4000 m,  $\text{Ø}300$  - 1,784 m, total length of faecal sewerage network is 5,784 m.

Due to unfavourable topography of the terrain for sewerage design, and in order to avoid the construction of a large number of pumping stations, sewerage was designed over the majority of the route with absolutely minimal allowable falls. The minimum pipe falls in the project are: for  $\text{Ø}250$  pipe diameter it is 0.25%, for  $\text{Ø}300$  it is 0.2% and for  $\text{Ø}400$  it is 0.15%. Due to configuration of the terrain, it was not possible to gravitate all the wastewater to the existing inflow areas, but it was necessary to predict the pumping stations.

It is envisaged that the initial upstream manhole of each collector has a depth of 1.5 m (with 1.2 m of an overlay above the pipe). Exceptionally, it is allowed in several

sections for the initial manhole to be designed with less depth, to fit the system with downstream conditions. The maximum manhole depth is 7 m, in Bratmilovce the maximum manhole depth is 4.5m. The width of the collector pipe trench is 0.90 m along the entire length of the route, with the projected extensions at the manhole locations.

There are two types of pipeline routes, i.e. two types of cross-sectional profile in relation to the street: Type A (passage within the regional road) - designed network off the asphalt and within the dimensions of the road and Type B (uncategorized road) - projected network in the middle of the street. The microlocation of the route and the characteristic angles of the collector may undergo some changes during the the works, depending on the specific conditions on the terrain and position of the underground installations for which designer of the Construction Permit Design did not have or had orientational information.

The planned sewerage flows below the asphalted, gravel, dirt roads and through green areas, while the land category is defined in the geological study. The geotechnical study provides geotechnical conditions and recommendations for the construction of a newly designed sewerage in Leskovac. For the pumping stations and sewerage network, geological structure of the terrain, land category, and proposal to fill the trench are given. The basic geological structure of the terrain consists of alluvial sediments of the Jablanica and Veternica rivers and Miocene clay-sand sediments. Geological structure of the terrain involves embankment, modified loess, dusty clay, organic clay, sand, gravel. All works will be carried out in materials that, according to the construction standard GN200, belong to the II (second) and III (third) category of land. The pipeline must be backfilled according to geotechnical study. Backfilling should be done in layers of 30 cm with controlled compaction. Excavation should be done with the help of shoring and bracing to ensure the stability and safety of workers.

Within the sewerage network, inspection shafts are foreseen in the following places: change of direction of the sewerage network, horizontal and vertical fractures of shakes (places where there is a change of fall or diameter of pipelines, at places of occurrence of cascades, etc.), inflow of secondary channels, in directions of sections which length is greater than 160 D (D - pipe diameter). Mounting inspection chambers consist of three main components: manhole cones DN 1000/625, manhole rings 250/250/1000 mm high, manhole bottom with flood relief channel.

It is envisaged to reconnect all connections of the existing individual - residential buildings to the planned collector. Depending on the situation of each case, users will be connected directly to the inspection chambers, or through separate connections, directly to collector.

The project envisages construction of a home connection to the alignment line, consisting of a connection to the main street collector, pipe DN160 to the boundary of the alignment line, which ends with an inspection piece.

Due to configuration of the terrain as well as the existing shallow manholes, it was not possible to gravitationally drain all wastewater to the existing inflow areas, but it was necessary to predict a certain number of pumping stations. In the settlement Bratmilovce, due to configuration of the terrain, it was not possible to gravitationally drain the wastewater of the eastern part of the settlement, but it was necessary to predict the pumping station.

The sewerage system for the 15 settlements gravitates towards 5 separate catchment areas. Each catchment area flows into the existing sewerage.

- **Catchment area 1 (Rudare, Šišince and Donja Jajina)**

Catchment area 1 covers the settlements Rudare, Šišince and Donja Jajina. There is no municipal wastewater disposal system in these settlements. The used water is drained into septic tanks.

- **RUDARE**

According to the input data, the current population in the settlement Rudare is estimated at 473. The population is expected to increase to 530 by the end of the project period. The main streets in the settlement are paved, while the side roads are gravel or field roads.

In the settlement Rudare itself, faecal wastewater is collected gravitationally and drained to the main road without pumping stations. The sewerage diameters in the settlement are DN250 and DN300. At the exit of the settlement, the collected wastewater is guided by the main collector Ø300 next to the state road until it is connected to the existing city faecal sewerage system (collector Ø500)

At the connection of the sewerage network from the settlement Rudare with the first existing sewer manhole (next to state road IIA-227), a PSR pumping station in the CM Donja Jajina is planned.

The total length of the planned sewerage network in the settlement Rudare is 5,926 m.

- **ŠIŠINCE**

According to the input data, the current population in the settlement Šišince is estimated at 559. The population is expected to increase to 627 by the end of the project period. The total length of the planned sewerage network in the settlement Šišince is 5,545m. Some streets in the settlement are paved, but most of them are gravel or field roads. In the settlement Šišince faecal wastewater is gravitationally drained, sewerage diameters are DN250 and DN300. The collected wastewater from the settlement Šišince is drained via the Ø300 collector by field road towards the settlement D. Jajina, where it is connected to the network from D. Jajina and will continue to be taken together from the central wastewater treatment plant. There was no need for pumping stations in Šišince.

- **DONJA JAJINA**

According to the input data, the current population in the settlement Donja Jajina is estimated at 1,156. The population is expected to increase to 1,296 by the end of the project period. The total length of the planned sewerage network in the settlement Donja Jajina is 11,762 m of gravity and 335 m of thrust. The main streets in the settlement are paved, while the side roads are gravel or field roads. The terrain configuration is such that the terrain falls towards the Veternica River.

The settlement Šišince is upstream of the settlement D. Jajina and its wastewater together with the wastewater of D. Jajina are included in the city sewerage system

of Leskovac in 6. Septembra street. Thus, the wastewater of the Šišince and D. Jajina settlements will be taken together to a central wastewater treatment plant.

The planned solution consists of the following:

It is planned to drain municipal wastewater from D. Jajina settlement to the existing city sewerage network in 6. Septembra street, south of the prison, and then to the newly designed collector Ø500 along the state road IIA-227 (east side of the road), until connecting to the existing city sewerage system.

In order to allow all households to be connected and to avoid a great depth, part of the sewerage network, the main collector Ø300 is planned to be below the settlement across the arable land, next to the Veternica river. Two pumping stations PSDJ1 and PSDJ2 are planned to avoid deep digging-in.

- PSDJ1 is located in the settlement in Svetoiljska Street and accepts the southern part of the settlement towards G. Jajina, which is in mild depression

- PSDJ2 is located on the left bank of the Veternica river in front of the defensive embankment, from where the water below the river bed is pressurized at a depth of 1.5 m below the unregulated riverbed, from the HDPE pipe, and then is gravitationally guided to the connection to the existing sewerage network in 6 September Street.

Note: Ø 500 in Vlajkova Street was conducted to the prison connection. Construction is planned to the intersection with 6. Septembra street in the length  $L = 170.5$  m.

- **Catchment area 2 (Vlase, G. and D. Trnjane and D. Sinkovce)**

Catchment area 2 covers the settlements Vlase, Gornje and Donje Sinkovce and Donje Trnjane.

Only in Donje Sinkovce there is a partially constructed sewerage system, while in other settlements there is no system for municipal wastewater disposal. The used water is drained into septic tanks.

The situation is given in the following figure. The Vlase settlement sewerage network flows into Gornje Trnjane. Gornje and Donje Trnjane sewerage network flows into Gornje Sinkovce, which flows into Donje Sinkovce. From Donje Sinkovce, faecal sewage flows into the existing network.

- **DONJE SINKOVCE**

In the settlement D. Sinkovce, there is a part of the settlement which has a built sewerage network (northwestern part), while a part of the settlement discharges the waste water into septic tanks.

Construction of a collector gravitating to D. Sinkovce is underway. It belongs to CM G. Sinkovce and then separates (at the crossing of the canal) and along the Hisar canal through private plots goes northeast.

The planned solution consists of the following:

- The part of the settlement belonging to CM G. Sinkovce gravitates to the settlement D. Sinkovce and is included in the existing sewerage of the settlement;

- The collected wastewater is drained into the existing sewerage network of the settlement and further to the city system to the WWTP Leskovac;

- In the northwestern part of the settlement (near the Hisar canal), a PS DS1 pumping station is planned for discharge of water into the existing manhole of the city sewerage network;

- Secondary network diameters are Ø250 and Ø300;

- Total length of the sewerage network in the settlement is  $L = 3,015$  m.

- **GORNJE TRNJANE**

According to the input data, the current population in the settlement Gornje Trnjane is estimated at 175. The population is expected to decrease to 167 by the end of the project period.

The planned solution consists of the following: Wastewater discharge from G. Trnjane settlement is planned by collector Ø300 to G. Sinkovce settlement and further until it is included in the existing sewerage network in D. Sinkovce settlement (along the state road IB-39) and then through the city sewerage network to WWTP Leskovac.

The main collector Ø300 goes along the local road Vlase-G. Sinkovce where it is included in the planned sewerage network of the settlement G. Sinkovce. Construction of pumping stations is not envisaged. Diameters of the street sewerage in the settlement are DN250 and DN300. The total length of the sewerage network in the settlement is  $L = 2,325\text{m}$ .

- **DONJE TRNJANE**

According to the input data, the current population in the settlement Donje Trnjane is estimated at 208. The population is expected to decrease to 198 by the end of the project period. The settlement is supplied with water from its own wells.

The solution for drainage of used water, shown in this project, was conditioned by configuration of the terrain in the settlement, as well as its position in relation to the connection point in the settlement G. Sinkovce and in the settlement Turekovac.

The planned solution consists of the following: Wastewater drainage from settlement D. Trnjane is to be conducted by the collector Ø300 to settlement G. Sinkovce and further to connection to the city sewerage network through the existing sewerage network in the settlement D. Sinkovce (along the state road IB-39).

The main collector Ø300 goes along the local road to the connection to the planned network along the state road. Along the state road, it goes on the left side of the road, viewed from the south-west/north-east direction, then in the settlement G. Sinkovce it passes under the road, where the planned sewerage network from G. Sinkovce, Vlase and G.Trnjane connects and goes on the right side of the road to connection to the existing sewerage network of the settlement D. Sinkovce (part 1).

(Part 2) A smaller part of the settlement is channeled and drained gravitationally towards the Turekovac settlement and further to connection to the city sewerage system (manholes marked TDT in the situation refer to this section). Diameters of the street sewerage in the settlement are Ø 250 and Ø 300. Total length of the sewerage network in the settlement is  $L = 3,015\text{ m}$ . One PSDT pumping station on the K-DT-1 main collector is planned.

- **GORNJE SINKOVCE**

According to the input data, the current population in the settlement Gornje Sinkovce is estimated at 385. The population is expected to decrease to 343 by the end of the project period.

There is no system for municipal wastewater disposal in the settlement G. Sinkovce. The used water is discharged into septic tanks. According to data from Leskovac Cadastre, only households in the main street in G. Sinkovce ( $L \approx 900\text{m}$ ) have water supply from the central system.

The planned solution consists of the following: The sewerage network from G. Sinkovce will be connected to the city sewerage system through the existing system in the settlement D. Sinkovce.

The main collector Ø300 goes to the right, viewed from the south-west/north-east direction, Leskovac-Lebane state road IB-39. One PS GS pumping station is planned in the north-eastern part of the settlement. The diameters of the street sewerage in the settlement are Ø 250 and Ø 300. Total length of the sewerage network in the settlement is  $L = 3,779\text{m}$ .

- **VLASE**

According to the input data, the current population in the settlement Vlase is estimated at 409. The population is expected to decrease to 309 by the end of the project period.

The planned solution consists of the following: It is planned to connect the sewerage network from Vlase to the city sewerage system, through the planned sewerage network of G. Trnjane and G. Sinkovce and the existing sewerage network in D. Sinkovce. The main collector Ø300 goes along the local road Vlase-G. Sinkovce to G. Trnjane where it is connected to the planned sewerage network of G. Trnjane. The diameters of the street sewerage in the settlement are Ø 250 and Ø 300. The total length of the sewerage network in the settlement is  $L = 3,545\text{m}$ .

- **Catchment area 3 (Svirce, Donje Trnjane and Turekovac)**

Catchment area 3 covers the settlements Svirce, Donje Trnjane and Turekovac. There is no system for municipal wastewater disposal in these settlements and the used water is drained into septic tanks. Only the main sewerage collector with diameter DN300 was built. The sewerage network of Svirce and D. Trnjane flows into the network of Turekovac. Then, the wastewater from Turekovac flows into the built main drainage collector.

- **SVIRCE**

According to the input data, the current population in the settlement Svirce is estimated at 339. The population is expected to decrease to 323 by the end of the project period.

The planned solution consists of the following: The terrain generally falls towards the Jablanica river and the settlement Turekovac. The sewerage network from Svirce is guided by the main collector Ø300 gravitationally below the Jablanica river and continues along the rural road to the connection to the sewerage system going from D. Trnjane (part of the sewerage system) and to the settlement Turekovac until connecting to the city sewerage system from where it goes to the WWTP Leskovac. On the part of the gravity passage under the Jablanica river bed, the river bed should be protected from possible erosion. It is proposed to cover the river bed with broken stones upstream and downstream of the collector passage in the length of 10m each. When connecting to the system from D. Trnjane, the PS S1 pumping station is designed. The diameters of the street sewerage in the settlement are Ø 250 and Ø 300. The total length of the sewerage network in the settlement is  $L = 4,800\text{ m}$ .

- **TUREKOVAC**

According to the input data, the current population in the settlement Svirce is estimated at 1,208. The population is expected to decrease to 1,153 by the end of the project period. In the settlement Turekovac there is a collector Ø300 located in the eastern part of the settlement. The rest of the settlement disposes of the used water in septic tanks.

The planned solution consists of the following: Due to the terrain configuration, a planned PS T1 pumping station in the northern part of the settlement is also required. In the western part of the settlement, when the planned sewerage network is connected to the existing network, the PS T2 pumping station is designed. On the opposite bank of the river Jablanica there is Mesokombinat whose previously treated wastewater is discharged into the canal and then into the designed collector which flows into the existing sewerage network in G. Stopanje. A PS T3 pumping station is planned near the collector end. The diameters of the street sewerage in the settlement are Ø 250 and Ø 300. The total length of the sewerage network in the settlement is  $L = 8,955\text{m}$ .

- **DONJE TRNJANE - Part two**

Part of the settlement Donje Trnjane gravitating towards the catchment area 3 is connected to outflow towards Turekovac.

- **Catchment area 4 (Mrštane)**

Catchment area 4 covers only the settlement Mrštane.

- **MRŠTANE**

According to the input data, the current population in the settlement Mrštane is estimated at 1,234. The population is expected to increase to 1,383 by the end of the project period. There is no system for municipal wastewater disposal in the settlement Mrštane. The used water is drained into septic tanks. The settlement Mrštane is supplied with water from the central water supply system. The planned solution consists of the following: The collected wastewater is drained through the sewerage collector Ø300 to the settlement Bratimilovce where, together with the wastewater of the said settlement, it is connected to the city sewerage network. In this way, the wastewater of Mrštane and Bratimilovce settlements, through the industrial and city collectors, will be taken together to the central wastewater treatment plant. One PSM pumping station is planned. The total length of the sewerage network in the settlement is  $L = 7,433\text{m}$ , with diameters DN250 and DN300.

- **Catchment area 5 (Navalin, Bogojevce, G. Stopanje, Vinarce)**

All four settlements of the catchment area 5 are individually discharged into the existing sewerage system.

- **NAVALIN**

According to the input data, the current population of Mrštane is estimated at 676. By the end of the project period, the population is projected to be reduced to 646. There is no municipal wastewater disposal system in the Navalin settlement. The used water is drained into septic tanks. The planned solution consists of the following: It is planned to drain municipal wastewater from the Navalin settlement with the collector Ø300 until it is connected to the "Industrial collector". The diameters of the street sewerage system in the settlement are Ø 250 and Ø 300. The total length of the sewerage network in the settlement is  $L = 5,366\text{ m}$ . No pumping stations in the settlement Navalin are foreseen.

- **BOGOJEVCE**

In the settlement Bogojevce there is a part of the settlement that has a sewerage network (on the right bank of the Veternica river), while a part of the settlement drains the wastewater into septic tanks. The planned solution consists of the following: The sewerage network from Bogojevce will be connected to the manhole in front of the WWTP Leskovac. The main collector Ø400 (partly built) has a PS BO2 pumping station just before passing below the marginal canal, at a

depth of 1.5m, next to the WWTP Leskovac. PS BO1 is located on the left bank of the Veternica river, in the defensive zone, from which water under pressure, at a depth of 1.5m, further goes to the outflow manhole on the other bank of the river, and then gravitationally to the outflow into the existing sewerage. In this way, all wastewater collected on the left bank of the Veternica river is pumped into the existing sewerage network and further to the WWTP. The total length of the sewerage network in the settlement is  $L = 6,142$  m.

- **GORNJE STOPANJE**

In the settlement G. Stopanje there is a part of the settlement which has a built sewerage network (most of the settlement), while a part of the settlement drains the used water into septic tanks. The planned solution consists of the following: The planned sewerage network is drained into the existing sewerage network in G. Stopanje and then into the city sewerage system to WWTP Leskovac. Pumping stations are required when connecting the planned network to the existing network because the "connecting" manholes are very shallow. Hence, the PS GST1 and PS GST2 pumping stations are planned. State road IIB 26-section 22603 Bojnik-Leskovac passes through G. Stopanje, so that in two places there is a plan to drill under the state road in order to connect the planned network to the existing sewerage system. The diameters of the street sewerage in the settlement are  $\varnothing 250$  and  $\varnothing 300$ . The total length of the sewerage network in the settlement is  $L = 2,288$  m.

- **VINARCE**

Within the project, only a part of Vinarce, the settlement of Čifluk Mira, which gravitates towards the city of Leskovac, is being processed. In the settlement of Čifluk Mira, part of the settlement has a sewerage network (most of the settlement), while part of the settlement drains the used water into septic tanks. The planned solution consists of the following: It is planned to build 4 collectors, which will be discharged into the existing sewerage network in Vinarce and then into the city sewerage system to WWTP Leskovac. Construction of pumping stations is not foreseen. The planned sewerage diameters are DN300. The total length of the sewerage network in the settlement is  $L = 960$ m.

- **BRATMILOVCE**

It is estimated that about 50% of the settlement have already constructed sewerage system. The wastewater of the rest of the settlement is drained into septic tanks. The newly designed network flows into the existing sewerage system. It is also planned for the wastewater of Mrštane settlement to flow into the upgraded sewerage system of Bratmilovce.

According to the input data, the current population of Bratmilovce is estimated at 3,216. By the end of the project period, the population is estimated to increase to 3,604. The main streets in the settlement are paved, while the side roads are gravel or field roads. The main collector DN300 comes from the direction of Mrštane settlement and flows into the existing industrial collector and continues towards the WWTP. Side street collectors connect to the main collector. Due to configuration of the terrain, it was not possible to gravitationally drain the wastewater from the eastern part of the settlement, but a PS was provided, which pumps the wastewater into the main collector. There are also a couple of short sections that flow into existing manholes. The total length of the planned sewerage network in the settlement Bratmilovce is 5,780 m.

### **Parallel running and intersection of the sewerage system with the existing infrastructure**

- Intersection and parallel running with roadways under the jurisdiction of PE “Roads of Serbia”

It is envisaged that the sewerage will be intersected and will run parallel to the state roads in 4 settlements: Gornje Stopanje, Donji Sinkovci, Rudare and Bratmilovce.

#### **1. Gornje Stopanje - intersection with state road of IIA category No. 226 Bojnik – Leskovac**

On the cadastral parcel 2883/1 CM Gornje Stopanje, it is planned to connect the newly designed sewerage network to the existing network. There is a plan to drill under the state road to the existing sewerage manhole located on the opposite side of the street, from right to left side of the road.

The first predicted drilling in is located at chainage 59 + 840 of the state road of IIA category No.226 Bojnik - Leskovac, another drilling in the chainage 59 + 740 of the state road of IIA category No.226 Bojnik - Leskovac. The diameter of the sewerage pipeline is DN300, while the diameter of the protective steel pipe is de406.

#### **2. Donje Sinkovce – parallel running and intersection with the state road IB-39 Lebane – Leskovac**

It is planned for the sewerage collector to run parallel to the state road IB-39 Lebane-Leskovac. Viewed from the south-west/north-east direction, a sewerage network is projected parallel to the state road on the left (DN250, L≈440m) in cad. parcel 159 CM G. Trnjane, (DN300, L≈1,135m) cad. parcel 1206 CM D. Trnjane, (DN300, L≈1,160m) cadastral parcel 1573 CM G. Sinkovce where it passes under the road (towards the turn to G. Sinkovce) and crosses to the right of the road, and further extends on the cadastral parcels (DN300, L≈365m) 975/4 and (DN300, L≈70m) 1572/1 CM D. Sinkovce. In accordance with the conditions of the Roads of Serbia, the collector is located more than 3 m from the edge of the road. At the chainage of the state road 81 + 544, it is envisaged for the pipeline to cross from the left to the right side of the street by drilling in. The diameter of the sewerage pipe is DN300, while the diameter of the steel protective pipe is de406.

#### **3. Rudare – parallel running with the state road of IIA category No. 227**

It is envisaged for the main collector for collecting wastewater in the settlement Rudare to run parallel to the state road of IIA category No. 227. Viewed in direction of the chainage growing, the sewerage network DN300 parallel to the state road on the left side in the cadastral parcel 2358 CM Rudare, cad. parcel 2845 CM D. Jajina, cadastral parcel 14317/1 CM Leskovac. Total length of the designed collector along the aforementioned state road is L≈907m. In accordance with the conditions of the Roads of Serbia, the collector was traced more than 3 m from the asphalt edge of the state road. A pumping station is planned at the crossing from CM D. Jajina to CM Leskovac. The pumping station is an underground station of manhole type. The outer edge of the PS is located 3.8 m from the edge of the road.

The end of the designed section of sewerage system is the existing inflow manhole.

**4. Bratmilovce – parallel running and intersection with the state road  
IB- 437 section 43701**

Two sections run parallel to the state road.

**Section 1**

Viewed in direction of the chainage growing, from the corner of Tome Kostića street and Mirka Gorčića street the pipeline runs parallel to the state road on the left (DN300, L≈290m). This is followed by drilling in (cross section 6 - DN300, L≈12 m) on the cad. parcel 2116/1. The planned network continues on the right side of the street (DN300, L≈200m) on the cad. parcel 2116/45 CM Bratimilovce. Then at profile 8, the pipeline crosses again on the left side of the street to profile 12 by drilling in. From profile 8 to profile 12 it passes through cadastral parcels 2116/1, 1576/4 and 498/1 CM Bratimilovce. From profile 8 to profile 10 the pipeline diameter is DN300 (L=160m). At profile 7, a connection of a side street to collector is foreseen, by drilling under the state road (DN250, L=12m). At profile 3 drilling of the main collector under the state road is foreseen from direction Mrštane (DN300, L=12 m).

**Section 2**

Viewed in direction of the chainage growing, (DN250, L≈300m), on cad. parcel 2116/1 CM Bratimilovce, from connection to the existing sewerage system towards the corner of Tome Kostića street and Mirka Gorčića street the route runs parallel to the state road on the right. At profile No. 1 drilling is performed for the purpose of connection to the existing faecal manhole within the road limits.

### **Technology of execution of works**

According to the obtained conditions of the Roads of Serbia, the pipes are laid minimum at a depth of 1.5 m, and at three meters from the edge of the road, along the edge of the cadastral parcel belonging to the road. The works consist of two parts. The first is the excavation of the trench and the laying of the pipes along the road route, and the second part refers to drilling in and transfer of installations to the other side of the road.

Excavation is carried out manually or by mini excavators (in the manner specified by the Contractor in the bid) from the side of the road shoulder without occupying the traffic surface.

Intersection with the road is done exclusively by mechanical drilling under the road bed, straight to the road, in the prescribed protective pipe. The protective pipe must be installed along the entire length between the end points of the transversal profile of the road, plus 3 m on each side. The depth of the installations and protective pipes from the lowest upper angle of the roadway to the upper angle of the protective pipe is more than 1.5 m.

### **Intersection and parallel running with the existing watercourses**

Intersection with watercourses is foreseen at the following locations:

- In Donja Jajina – crossing under the Veternica river (PS DJ2 thrust pipe);
- In Donja Jajina – crossing under the canal (gravity sewer);

- In Bogojevce – crossing under the Veternica river (PS BO1 thrust pipe);
- In Bogojevce – crossing under the marginal canal and supporting embankment (PS BO1 thrust pipe);
- Svirce – crossing under the Jablanica river (gravity sewer);
- Donja Jajina – transition of the pumping station thrust under the Veternica river.

- **Donja Jajina**

The PSDJ2 c.c.a. H=3.0kW pumping station is being designed directly along the bed of the Veternica river in D. Jajina, so that the wastewater is further transferred under pressure to the inflow of the existing sewerage system. The river is not regulated in the intersection zone. Diameter of the thrust HDPE pipe is ID102/OD110mm, while diameter of the steel protective pipe is DN150. Drilling under the canal is foreseen at a depth of 1.5 m under the riverbed (viewed from the upper angle of the protective pipe).

Donja Jajina – crossing under the canal (gravity sewer)

In the southern part of the settlement, a gravitational passage under the canal is predicted by drilling. The trough is regulated on the section around the planned crossing. The diameter of the sewerage is DN250, the diameter of the steel protective pipe is DN350. The following figure shows a bridge in the immediate vicinity of the drilling.

- **Bogojevce**

Bogojevce – crossing under the Veternica river (PS BO1 thrust pipe)

The PSBO1 pumping station c.c.a. H = 1.7 kW (on the cad. parcel 3513/1, CM Bogojevce) is being designed directly along the Veternica riverbed. The river is not regulated in the intersection zone. Transfer of wastewater under pressure below the riverbed, L≈70m, is envisaged from the pumping station to the designed sewerage manhole on the riverbank and further gravitationally to the inflow into the existing sewerage. The diameter of the thrust HDPE pipe is 83.4 mm, while the diameter of the steel protective pipe is DN150. Drilling under the canal is provided at a depth of 1.5 m below the riverbed (viewed from the upper angle of the protective pipe).

Bogojevce - crossing under the marginal canal and supporting embankment (thrust pipe PS BO1). From the PSBO2 in Bogojevac, a HDPE pipe under pressure is planned, which is drilled below the trough of the marginal channel and the supporting embankment, from where it goes gravitationally to the discharge into the existing manhole at the WWTP Leskovac. Diameter of the pipe is 83.4mm, while diameter of the steel protection pipe is DN150. Drilling below the canal is provided at a depth of 1.5 m below the riverbed (viewed from the upper angle of the protective pipe).

- **Svirce**

Svirce – crossing under the Jablanica river (gravity sewer)

From the settlement Svirce, transfer of wastewater is gravitationally projected under the river Jablanica (on cad. parcel 3623, cadastral municipality (CM) Svirce and cad. parcel 6915, CM Turekovac) by means of PVC collector, DN 300, L≈110m until connection to the designed sewerage network in settlement D. Jajina. The river is not regulated in the intersection zone.

### **Technology of execution of works**

When executing, particular attention should be paid to the following:

Uncontrolled removal of vegetation from the banks of watercourses is not allowed. It is not allowed to deposit any material on the banks of the watercourse. The Contractor is obliged to mark the crossings with clear and visible markings, which would serve as a warning to potential later contractors for the regulation of watercourses in these sections, as well as the possibility of access for interventions on the site within flood protection. Normal functioning of existing water facilities should not be disturbed during the works or caused damage to them. The Contractor is obliged to compensate for any damages and to eliminate the causes. After completion of the works it is necessary to restore everything to its original state, clean the riverbed and align the drainage channels for diverting water during construction. It would be desirable to carry out the works in dry period, under favourable weather conditions, with good organisation and in the shortest possible time.

### **Intersection with the existing installations of the Electric Power System of Serbia**

Intersection and parallel running with electric power cables are in accordance with the conditions of the holder of public powers.

### **Intersection with the existing installations of the gas pipeline**

There is no existing gas network at the site.

### **Intersection with the existing installations of the Telekom Srbija**

Detail of intersection and parallel running is in accordance with the conditions of the holder of public powers.

### **Technical requirements for execution of the works**

All works on the planning, designing and construction of facilities must be carried out under the conditions and in the manner laid down in the Law on Planning and Construction (Official Gazette of the RS, No. 72/2009, 81/2009 2009-corr., 64/2010 – CC decision, 24/2011, 121/2012, 42/2013 - CC decision, 50/2013 - CC decision, 98/2013 - CC decision, 132/2014, 145 / 2014,83 / 2018, 31/2019 and 37/2019 –as amended) and all by-laws. In order to make the construction, maintenance and operation of facilities as efficient as possible, participants of the mentioned processes should adhere to certain rules, given in the form of technical requirements which most often regulate matter that is not specified by the project, standards, building codes and other regulations. All technical requirements issued by the holder of public powers provided in the process of obtaining location requirements are an integral part of the location requirements and location requirements are an integral part of the construction permit.

Technical consultant is required to comply with the technical requirements of the holder of public powers as a supervisory authority over the execution of works and with proposed measures must not allow the Contractor to jeopardize the existing or planned installations of the holder of public powers when executing the works. Prior to commencement of works, the Contractor shall inform all holders of public powers, so that they can mark the existing installations and shall pay at its own expense their visit and marking, if so required. Contractor is obliged to restore and repair the installation at its own cost if it damages any of the installations of the holders of public powers. If it is necessary to relocate the existing installations, the Contractor shall inform the competent holders of public powers, the supervisory authority and the investor, prepare the technical

solution and project documentation for the relocation, protection and securing of the existing installations at its own expense. In this case, the supervisory authority is obliged to provide the Contractor with all the necessary technical support and approve the technical solution.

### **2.1.2.3 Expert supervision of execution of the works**

After signing the contract with the Contractor for construction of the faecal sewerage network, Service Provider of expert supervision of executing the works will carry out expert supervision in accordance with the Law on Planning and Construction (Official Gazette of the RS, No. 72/2009, 81/2009 2009-corr., 64/2010 - CC decision, 24/2011, 121/2012, 42/2013 - CC decision, 50/2013 - CC decision, 98/2013 - US decision, 132/2014, 145/2014,83/2018, 31/2019 and 37/2019 – as amended), Rulebook on the Content and Manner of Conducting Expert Supervision (Official Gazette of the RS, No. 22/2015 and 24/2017) and all other laws and by-laws governing this field and in accordance with the FIDIC Red Book. Chief Engineer will manage the contract and be responsible for overseeing the construction, that is, he or she will take on the role of FIDIC "Engineer Representative" and will represent the official supervising engineer (technical supervision). The Chief Engineer will supervise the construction works from a distance and will regularly visit the site or when certain problems require the attention of an engineer representative. They will have the support of site managers, who will oversee and manage the site construction works on a daily basis and will call the chief engineer if any problems arise.

Pursuant to Article 153 of the Law on Planning and Construction, the Investor is obliged to provide expert supervision during construction of facilities, ie the execution of works for which a construction permit has been issued. Expert supervision includes: control whether the construction is carried out according to the construction permit, or according to the technical documentation under which the construction permit has been issued; control and verification of quality of performance of all types of works and implementation of regulations; standards and technical norms, including accessibility standards; control and verification of the amount of the works performed; verifying that there is evidence of the quality of the construction products, equipment and installations being installed; giving instructions to the Contractor; cooperation with the Designer to provide details of technological and organisational solutions for the execution of works and to resolve other issues that arise during the execution of works.

Expert supervision may be performed by a person who fulfills the conditions prescribed by the law for a responsible designer or responsible contractor, employed in a company or other legal entity, or with an entrepreneur who has a decision on the fulfillment of the conditions for drafting technical documentation or performing works on this type of facilities, in accordance with the Law on Planning and Construction.

At each stage of the construction of the faecal sewerage network, that is, the execution of works, expert supervision of the execution of works can assume the role of design supervision. During the expert supervision, the supervisory authority shall record all the

observations in the construction logbook, sign it and stamp it, in accordance with the regulation governing the content and method of keeping the construction logbook.

Expert supervision includes the following:

- 1) control whether the construction is carried out according to the construction permit or decision on approval and the Main Design, as well as timely undertaking measures in case of deviation of the execution of works from those designs;
- 2) control and verification of the quality of performance of all types of works and implementation of regulations, standards and technical norms, including technical regulations which are an integral part are the standards that define mandatory technical measures and requirements;
- 3) control and verification of the amount of the works performed (verification of construction books, temporary and completed situations, invoices for works performed, etc. and the degree of performance of the works);
- 4) verifying that there is evidence of the quality of the materials, equipment and installations being installed or laid and that there is a documentation evidencing their quality (attestation, report on testing, expert finding, certificate, etc.);
- 5) control and verification of the quality of the works performed which cannot be checked in the later stages of construction of the facility, by the nature and dynamics of construction;
- 6) giving necessary instructions to the contractor, especially in case of deviation of construction from the design for construction permit or main design, as well as in case of change in conditions of construction of the facility (change of soil type or other parameters determined by geomechanical study, etc.);
- 7) regular monitoring of the dynamics of construction of facilities and compliance with contractual deadlines, if this is stipulated by the contract on performing expert supervision;
- 8) cooperation with the Designer to ensure the proper realisation of the design concept of construction, as well as cooperation with the Contractor in selecting the details of technological and organisational solutions for the execution of works;
- 9) cooperation with the Contractor and Designer during preparation of the As-built Design which construction will be the obligation of the Contractor;
- 10) solving other issues that arise during the construction process, that is, the execution of works.

If the supervisory authority, in the course of conducting expert supervision, determines that the Contractor deviates from the issued construction permit, or decision on approval, the design for a construction permit, or preliminary design, as well as the main design, the anticipated quality of materials and equipment to be installed in the facility or deviates from other elements that would affect the quality of the works, the determined value of the facility or the extension of the construction deadlines, it will, without delay, enter all objections in the supporting documentation kept on the construction site in accordance with the law, and notify the Investor and Contractor in writing to take appropriate action and the consequences that may occur if these measures are not taken.

If, during the construction, circumstances occur requiring deviation from the design for a construction permit, or preliminary design, as well as a main design, the supervisory authority, without delay, shall enter all objections in the supporting documentation kept on the site in accordance with the law and inform in writing the investor accordingly, in order

to take appropriate measures and consequences that may occur if these measures are not taken.

If, during construction, there are circumstances whose elimination cannot be delayed, the supervisory authority shall also immediately inform the competent construction inspector accordingly, for the purpose of taking the necessary measures (issuing an order to the Contractor for taking the necessary measures for preventing and eliminating harmful consequences, suspending the works in all cases when it is concluded that in performing the works deviation from the technical documentation occurs and when specific deviations can affect the load-bearing capacity, durability and designed conception of the building or may lead to material damage or may endanger the life and health of people, etc.).

In the course of conducting expert supervision, the supervisory authority shall state in writing:

- 1) which works are subject to technical supervision;
- 2) deficiencies identified in the execution of works and deadlines for their elimination;
- 3) the measures that the supervisory authority has taken or referred to the Contractor or the Responsible Contractor;
- 4) objections regarding the quality and dynamics of construction;
- 5) other information that is relevant for monitoring the construction of the facility.

The supervisory authority shall record all findings in the construction log book.

The supervisory authority and responsible contractor shall certify the construction log book with their signatures and seals.

Expert Supervisor of the construction of the sewerage network is obliged to

- submit reports on the review of the weekly situation at the construction site, works performed and events at weekly meetings with the representative of the Contracting Authority and, if necessary, provide instructions to the Contracting Authority on the forthcoming procedures necessary to achieve the contractual dynamics of execution;
- preserve and collect the complete documentation necessary for takeover of the facility (quality certificates, records, construction log book, etc.) which it submits to the Contracting Authority for further work and storage;
- propose measures to overcome the problems that may arise during the implementation of the contract;
- upon completion of the construction, together with the contractor and the investor, give a statement that there was no deviation from the main design during the construction phase, and the given statement shall be enclosed with the application for the exploitation permit with all other documentation in accordance with Article 158 of the Law on Planning and Construction;
- resolve other issues that may arise during the execution of works, in all respects according to the provisions of the law governing this area and the relevant rulebooks;
- perform expert supervision of the Contractor's activities in all aspects of fulfilling its obligations and responsibilities regarding the implementation and timely completion of the Construction Contract;
- perform some or all of the duties of the authorised representative of the Contracting Authority and the Project Manager, if the Contracting Authority delegates such duties and responsibilities to the Expert Supervisor;

- if any disputes arise during the Construction Contract period, it shall provide the necessary evidence, analysis and testimony to represent the Contracting Authority's interests.

In order to create a certain distance between day-to-day supervision and the Contractor in the event of a dispute, the Contracting Authority, together with the Expert Supervisor, shall participate in the assessment of the Contractor's requirements regarding

- Contract annexation;
- Approvals for deadline extension;
- Issuance of performance certificates;
- Issuing the completed status.

Expert Supervisor of the construction of faecal sewerage network facilities is obliged to work in accordance with the following:

- design and technical documentation of the Main Design;
- contract documentation for the execution of the works (hereinafter: Construction Contract);
- authorisations given by authorised representatives of the Contracting Authority;
- regulations, standards and general rules of the profession.

#### **Consultant's activities - expert supervision in the period prior to execution of the works**

Expert supervision services by FIDIC Engineers prior to commencement of the construction period (design and mobilisation on the construction site by the Contractor) shall include but not be limited to the following:

1. Preparation of the Supervision Manual, which will clearly indicate the procedures for monitoring the construction site as well as keeping records of the performed works by the Contractor;
2. Review of the proposed quality assurance systems. All documentation must be available for use by the Supervision/Engineering staff as well as for review by the Contracting Authority. The documentation shall: a) ensure that all measures to secure health at work and prevent environmental damage are properly incorporated and b) in the case of unexpected adverse effects on health, safety or the environment, coordination with the Contractor on the implementation of measures to reduce such effects shall be made;
3. Assessment of the construction site conditions, the relevant legal framework and the relevant technical standards;
4. Mobilisation of its staff and establishment of an office for Supervisor/Engineer in the premises to be provided by the Contractor;
5. Organisation and conduct of an introductory meeting and other necessary meetings with the Contractor;
6. Determination of the agenda for regular meetings at the construction site on daily, weekly and monthly bases;
7. Determination of the manner and format of communication and reporting on the project;

8. Confirmation of the responsibilities and obligations of all Supervision/Engineering staff towards the Contracting Authority and the Contractor;
9. Coordination regarding determination of the works commencement date.

### **Activities of the Consultant – expert supervision in the period of execution of works**

Expert supervision services by FIDIC Engineers in the period of execution of works shall include but not be limited to the following:

1. Overall supervision, management, planning, cost and quality control as well as reporting on the physical and financial progress of the works and associated activities referred to in Article 7 of the FIDIC Red Book (1st Edition, 1999);
2. Preparation of monthly progress reports in accordance with the terms of the contract with the required initial and final reports as set out in the Addendum 1 to the Consultancy Service Agreement;
3. Review of invoices, situations, orders for modification, Taking Over Certificate, performance certificates and other documents prepared by the Contractor and especially pursuant to Article 14, FIDIC Red Book (1st Edition, 1999);
4. Review of the Contractor's insurance policy and advising the Contracting Authority on acceptance;
5. Keeping records of any incidental or unforeseen environmental impacts and recommended mitigation measures;
6. Review and approval of test plans, tests to prove the performance of the facility and plans for commissioning in accordance with Article 9, FIDIC Red Book (1st Edition 1999);
7. Control of the implementation of training by the Contractor;
8. Attempt for resolving all disputes amicably;
9. Provision of assistance to the Contracting Authority during the process of solving disputes or, if disputes escalate, assistance to the Contracting Authority in preparing all required reports, documents and evidence necessary for the presentation of the claim to arbitration under Article 20, FIDIC Red Book (1st edition, 1999);
10. Monitoring and verifying that the Contractor complies with applicable legislation, and
11. Keeping the construction site documentation.

### **Activities of the Consultant - expert supervision during the period of reporting defects by the Contractor (the so-called DNP – Defects Notification Period)**

Expert Supervision Services by FIDIC Engineers after the completion of the works execution period and the testing period, or after the Taking Over Certificate has been issued by the Contracting Authority, and during the period for reporting deficiencies shall include but not be limited to the following:

1. Preparation of the list of deficiencies and maintenance criteria to assess the responsibility for deficiencies during the period for reporting deficiencies;
2. Preparation, in cooperation with the Contracting Authority, of the recommended maintenance and monitoring procedures with the necessary details for the various components of the works;
3. Preparation of addenda for inspection and necessary tests to determine the nature of deficiencies in completed works during the period for reporting deficiencies;
4. Advising the Contracting Authority on deficiencies identified during the period for reporting deficiencies, if any, and on proposed remedial measures;
5. Preparation of deficiency reports at the end of each inspection and testing period;
6. Expert supervision of the execution of all works by the Contractor undertaken to remedy the deficiency for which the Contractor is responsible;
7. Undertaking a final inspection at the end of the period for reporting deficiencies in the presence of the Contracting Authority;
8. Preparation of final documentation on all remaining Contractor's claims for damages as well as preparation of the Completed Situation for submission to the Contracting Authority for approval and payment, and
9. Preparation of the final report.

### **Provision of the necessary team by a technical support consultant**

Technical support consultant is obliged to provide experts for implementation of this contract, as stated in the additional terms of this bid documentation. The Bidder may offer one contractor for a maximum of 2 positions, provided that the person fulfills the conditions for both positions, and provided that there is no time overlap in both positions, in accordance with Addendum 4, the term service plan.

### **Execution of works - general**

#### **Responsible Contractor and obligations of the Contractor and the Responsible Contractor**

All works on the construction of a sewerage network envisaged in a detailed Bill of Quantities and Cost Estimates of construction works, which must be an integral part of the Main Design, must entail a purchase of all main and auxiliary materials, provision of tools and machinery and everything else needed for the execution of all items which are component parts of the Bill of Quantities and Cost Estimates of works, in all aspects according to the design dossier and technical dossier, technical descriptions, applicable technical regulations for respective types of works, according to applicable standards and subsequent instructions of the expert supervisory authority.

All works on the construction of the faecal sewerage network must be done with expertise and precision. Prior to its use, all materials incorporated into the sewerage network must be examined and attested, according to applicable standards, by accredited laboratories, and inspected by the supervisory authority, where the Contractor shall be obliged to address all objections that the supervisory authority makes with regard to the choice of materials, their

quality and the quality of their incorporation. Expert supervisor is obliged to request of the Contractor to examine, prior to the incorporation, all types of materials that the Contractor plans to incorporate during the construction and to control the method of its incorporation. The Contractor is fully and directly responsible for the choice of materials, method of examining it according to and in accordance with applicable standards, and the method of incorporation.

Contracted prices include all fully completed works whose final product is ready for use. The Contractor's prices are selling prices, which include all expenses relating to final execution of each item of works, including the value of: main and auxiliary materials used (with shrinkage), human and machine work, inland and outland transportation, manufacture, use of tools, scaffolds, formwork, moulds etc., as well as all other costs and expenses relating to the execution of the works (overhead costs, wages, all social security and other contributions and fees, and everything else, subject to existing regulations).

Before the submission of a bid, contracting and commencement of works, the Contractor is obliged to inspect the site and the building in question and to determine, on the basis of the current state, any special requirements and circumstances under which works should be executed according to the Main Design. Offered and contracted prices also include all and any specific requirements and circumstances.

The Contractor is liable for all and any damages it causes during the execution of works, both on the building in question or neighbouring buildings, and will perform all repairs and make all reimbursements at its expense, Expert Supervisor is obliged to undertake all necessary measures so that the Contractor would not endanger the building in question or neighbouring buildings during the execution of works on the construction of the sewerage network.

The Contractor is obliged to provide the necessary premises where it will organize the construction site, if possible, in multiple different locations (if possible, at least four locations), in collaboration with the Expert Supervisor. The Contractor is solely responsible for supplying the site with water, electricity and all other necessary raw materials during the execution of works, including all costs and necessary administrative procedures.

Before the commencement of works and during the execution of each item of works, the Contractor is obliged to request all necessary explanations from the supervisory authority or the Designer, and shall bear sole financial responsibility for all and any works which are not executed in accordance with the concept and details of the Main Design.

If there is any need for the execution of any unforeseen work with regard to the Project, the Contractor is obliged to obtain a written approval from the supervisory authority both for the execution of the work itself and for the concept design of its execution, price, deadline etc. and may only then commence its execution. If it fails to act in such a manner, and executes a work which may later be deemed "subsequent" work, such a work will be considered already calculated into contract prices and will not be separately calculated and paid.

Prior to the commencement of works, the Contractor is obliged to appoint responsible contractors pursuant to the Law on Planning and Construction. During the execution of works, persons appointed as responsible contractors may not be replaced without an adequate explanation of the Contractor (the Contractor must find a method within its own work

organisation to commit its people directly and exclusively to the Project) even without an approval from the Investor.

Prior to the commencement of the construction of the faecal sewerage network, the Contractor is obliged to familiarize itself with the Main Design, and, if it has no objections, give a written approval of it to the Investor, confirming that it has no objections to the Design and that it will complete the construction exclusively and only on the basis of the Main Design. Having in mind that, by giving written approval of the Main Design, the Contractor will agree to the requirements and circumstances under which the Design is to be executed, it will not be possible to extend the contracted deadline for the execution of works, except due to "force majeure". In case of any delays, bad weather, lack of any needed materials at the construction site, lack of labour force, etc. will not be accepted as reasons. By signing the contract for the execution of works in question, the Contractor waives any rights to the change of any bid prices with regard to a rise in prices of materials (it is understood that the Contractor purchased and contracted all necessary materials immediately after signing the Contract). The payment method for completed works will be regulated by the Contract between the Contractor and the Contracting Authority.

The role of the Expert Supervisor is to undertake all measures to ensure that the Contractor observes the execution of works in accordance with the Contract between the Contractor and the Contracting Authority, Main Design, legislation and the Contract in due time.

The description of work for an item in the Cost Estimates shall also prevail for the execution of similar works (items), unless otherwise stated in the Cost Estimates.

Insofar as any of the works is not executed in accordance with the full investment and technical dossier, it will not be accepted or paid. The price may not be reduced on the basis of a lower quality of works or materials used. Such works must be repaired or demolished and then re-executed at the expense of the Contractor.

The Contractor is obliged to maintain and update a measurement book and construction log book during the execution of works, and to give it to the Expert Supervisor for control and authentication. After the completion of works, the Contractor is obliged to remove all its tools, machinery, surplus materials etc. from the construction site and other used premises, so that the construction site would be in accordance with the full design dossier and technical dossier.

The Contractor's obligations also include safeguarding the construction site and maintenance of the existing building during the execution of works, until the final completion and receipt of the building by the Investor.

In accordance with Article 151 of the Law on Planning and Construction, the Contractor shall appoint the responsible Contractor to manage the construction of the building, i.e. execution of works. The responsible Contractor may be a person with acquired higher education at the undergraduate level or specialised professional studies, to the extent of at least 300 ECTS, at least three years of relevant work experience in construction of buildings or execution of works, appropriate license in accordance with this Law, and entered into the Register of Licensed Engineers. Responsible Contractor may also be a person with acquired higher education at the undergraduate level or specialised professional studies, to the extent of at least 180 ECTS, at least five years of relevant work experience in construction of buildings or execution of works, appropriate license in accordance with this Law, and entered into the Register of Licensed Engineers.

In accordance with Article 152 of the Law on Planning and Construction, the Contractor is obliged to:

- 1) sign the Main Design prior to the commencement of works;
- 2) issue a decree appointing the responsible Contractor on the construction site;
- 3) ensure a construction contract and documentation on the basis of which the building is to be constructed;
- 4) ensure preventive measures for safe and healthy work in accordance with the Law.

The Contractor shall submit a statement on the completion of the foundation and the completion of the construction works on the building to the authority which has issued the development consent.

The Contractor shall submit, with the statement on the completion of the foundation, a geodetic survey of the constructed foundation, and shall also submit, with the statement on the completion of the construction work on the building, a geodetic survey of the building, in accordance with regulations governing the execution of geodetic works.

Within three days from the date of receipt of the statement referred to in paragraph 2 of this Article, the competent authority shall notify the competent construction inspectorate of the completion of the construction of the foundation or construction works on the building, and the inspectorate is obliged to conduct an inspection within 10 days and notify the competent authority thereof.

A construction inspector shall check, during a regular inspection performed on the construction site, if foundations have been constructed in accordance with the development consent. If the competent authority, after receiving a notification about the completion of the foundation or construction works on the building, notices that geodetic survey has any deviation from the development consent, it shall, without delay, notify the construction inspector, for the purpose of undertaking measures in accordance with their mandate.

The Contractor shall warn the Investor, and, as required, the authority supervising the application of this Law, in writing, of any flaws of the technical dossier or of any unforeseen circumstances which affect the execution of works and application of the technical dossier (any change in technical regulations, quality standards and rules after a completed technical check, existence of any archaeological sites, activation of landslides, existence of any ground waters, etc.).

Responsible Contractor is obliged to:

- 1) execute works according to the documentation on the basis of which the development consent was issued, or according to the Main Design, in accordance with regulations, standards, including standards of accessibility to technical rules and quality standards which apply to certain types of works, installations and equipment;
- 2) organises the construction site in such a manner as to ensure access to the location, uninterrupted traffic and environmental protection during the construction works;
- 3) ensure the safety of buildings and persons on the construction site and its environment (neighbouring buildings and traffic routes);
- 3a) ensures execution of works in such a manner that the main requirements for the building are met, requirements prescribed with regard to the energy performance of buildings, and other requirements and conditions for the building;

- 3b) provides evidence of the performances of build-in construction products with regard to their important characteristics, evidence of the compatibility of the incorporated equipment and/or facilities in accordance with the special regulation, documents on the conformity of certain parts of the building with main requirements for the building, as well as quality assurances (results of trials, records on conducted quality control procedures etc.), where the obligation to obtain such documents during the execution of construction works and other works for all constructed parts of the building and works to be executed, is prescribed by this Law, special regulation of the technical dossier;
- 3c) manages the construction waste generated during the works on the construction site, in accordance with regulations governing waste management;
- 3d) uses and/or stores construction waste generated during the works on the construction site, in accordance with regulations governing waste management;
- 4) provides evidence on the quality of executed works or the incorporated materials, installations and equipment;
- 5) maintains the construction log book and measurement book and provides an inspection book;
- 6) ensures measurements and geodetic surveys of the soil behaviour and buildings during their construction;
- 7) safeguards buildings and their environment during the interruptions of works;
- 8) provides a construction contract, decree on the appointment of the responsible Contractor on the construction site and the Main Design, or documentation on the basis of which the building is constructed.

### **Documentation to be compiled by the Contractor**

#### **As-built Design**

In case that, during the construction of the building or execution of works, there were no deviations from the Main Design, the Contractor, Expert Supervisor and Contracting Authority shall authenticate, by the stamp and signature of the competent person, cover pages of the parts of the Main Design as As-built Designs, conforming that the as-built state is identical to the design.

In case that, during the construction of the building or execution of works, there were deviations from the Main Design which are not in contravention of the conditions at the location and the development consent, As-built Designs or parts of the As-built Design shall be developed as new or supplemented Main Design, with amendments or supplements which occurred during the construction.

The As-built Design must clearly show any deviations of executed works from the Main Design.

Graphical documentation of the As-built Design shall be compiled as a new or supplemented Main Design, with amendments or supplements which occurred during the construction.

If changes are incorporated into the graphical documentation of the As-built Design, all drawings shall be labelled with "PIO" (As-built Design) above the label "PZI" (Main Design).

### **Technical inspection, probationary practice, exploitation permit**

#### **Technical inspection**

The compatibility of the building for use shall be determined by a technical inspection. The technical inspection shall be performed after the completion of the building or the part of the building which constitutes a technical and technological whole and may be independently used as such, in accordance with this Law.

Technical inspection includes checking the compatibility of completed works with the development consent and technical dossier on the basis of which the building was constructed, as well as with the technical regulations and standards relating to certain types of works or materials, equipment and installations.

Technical inspection shall be conducted by a committee or a company or another legal person to which the Investment confers the execution of such works and which is entered into the appropriate register for performance of such works, in accordance with the Law and by-law adopted on the basis of the Law, which regulates the contents of the minutes on the technical inspection, composition of the committee for technical inspection, as well as the manner of conducting technical inspection.

When the subject of the technical inspection is a building for which special fire protection measures have been established, a member of the committee for technical inspection is also a fire protection engineer with an appropriate license.

Technical inspection of the building shall be ensured, and the Contracting Authority shall bear the accompanying costs.

A person who meets the requirements for Responsible Designer or Responsible Contractor for that type of building, prescribed by the Law, may participate in a technical inspection.

### **Exploitation permit**

A building for which, in conformity with the Law on Planning and Construction, issuance of a development consent is prescribed, may be used after a prior acquisition of an exploitation permit.

The authority competent for issuance of a development consent shall issue an exploitation permit within five days from the date of submission of the application for issuance of an exploitation permit.

The Contractor is obliged for the preparation of all documentation necessary for obtaining an exploitation permit. The Contractor is obliged to make all data available to all relevant competent institutions, prepare the required documentation and data, necessary evidence on the compatibility and documentation for equipment issued by the competent national institutions, if needed, and provide all work, equipment, materials and services needed for verification and supervision of works during a technical inspection. Request for issuance of an exploitation permit shall be submitted by the Contracting Authority.

With the application for an exploitation permit, report of the committee for technical inspection shall also be submitted, establishing that the building is suitable for use, with the suggestion that an exploitation permit, Main Design or As-built Design may be issued, as well as a geodetic survey for underground installations and a certificate on energy performance of the building, if an obligation to obtain an energy performance certificate is prescribed for the building.

An exploitation permit shall be issued for the entire building or a part of the building which constitutes a technical and technological whole, and may be, as such, used independently.

An exploitation permit shall contain a warranty period for the building and certain types of works established in a special regulation.

An exploitation permit shall be submitted to the Contracting Authority and the competent construction inspector.

All compliance costs requested by the Committee for Technical Inspection, for the purpose of obtaining an exploitation permit, shall be borne by the Contractor.

#### **2.1.2.4. Training of the staff of PUC Water Supply and Sewerage Leskovac upon completion of the works on the construction of the sewerage network.**

As part of the terms of reference, the Contractor is obliged to provide the Contracting Authority with a total of seven training sessions. The Contractor is obliged to plan, organise and conduct training sessions that will cover in particular the following topics:

1. Training on monitoring of the sewerage system:  
Due to the need to locate all problems and defects in the existing sewerage system and to monitor the new sewerage system, the Water Supply Company needs to purchase the equipment for monitoring the sewerage system, in order to enable a modern overhaul method to repair the sewerage network in a very short time exactly where the problem occurred. This is the only way to identify and resolve a sewerage network defect quickly, easily, and inexpensively. In this way, monitoring of the sewerage system is a preventive action, preventing any major damage to the sewerage system. Some defects are difficult to see from the surface of the terrain because they are not shown by visual inspection, but they are there. This allows detection of illegal connections in the system. The most relevant data and basis for making a decision on the reconstruction of a sewerage system is to record the actual state of the system.
2. Training on wastewater monitoring:  
Water supply system, as a major participant in the monitoring of quality of the wastewater discharged in the system by the industries and large economic operators, is required to introduce an on-site analysis of water by determining the basic parameters at the point of their discharge. For the successful and quality operation of the Central Wastewater Treatment Plant (CWWTP), it is necessary that the quality of the discharged wastewater from such production plants is compliant with the appropriate maximum permitted values by parameters pursuant to regulations and laws governing this area. Therefore, the Service Provider is obliged to procure state-of-the-art wastewater monitoring equipment and to train the staff.
3. Training and procurement of software for static calculation of the sewerage pipes:  
Static calculation of the pipes is one of the key parameters in determining the characteristics of pipes to be installed, the basis for the system to function well over time. Considering and analysing the terrain geology must be implemented through a static calculation of pipes, in order to take into account all environmental influences and to dimension the pipes in accordance with the predicted static and dynamic loads. Only pipes of adequate load capacity and good selection of pipe material guarantee that they will last for the entire

designed life. For these reasons, it is necessary for the staff of PUC Water Supply and Sewerage Leskovac to receive high quality software for static calculation of pipes with training and its use.

4. Training and procurement of software for hydraulic modelling of sewerage network:  
One of the main benefits of procuring and operating hydraulic modelling software is to simplify the design process of sewerage systems, to identify critical points in the existing and future system, possibility to expand the network on the existing system, as well as the programme simulation of the system in the event of heavy rain, which is becoming more frequent in our climate, all for preventive purpose and for proposing further investments in the improvement of the existing sewerage system.
5. Training in configuration, production and commissioning and diagnostics of SCADA, PLC and maintenance of electrical equipment:  
Training of PUC Water Supply electrical staff in prepared training centers on SCADA and PLC at CWWTP Bogojevce, where there will be complete SCADA system for wastewater and training of maintenance of electrical equipment in warranty and out of warranty period, current and investment maintenance, maintenance card production. The goal of these types of training is increased independence in work, better familiarization with the system and reduced number of service interventions.
6. Use of GIS as a method for managing the sewerage
7. Training in public procurement planning in accordance with national legislation and contract management modelled on FIDIC contract terms:  
Staff training will be held in the premises provided by the Contracting Authority for a period of 2 working days. The number of trainees will be determined by the Contracting Authority, but the number of trainees shall not exceed 20 trainees. All trainees must attend the training on both working days. The Technical Support Consultant must provide Procurement Expert services and FIDIC contract terms and conditions, who will prepare and provide training for the Contracting Authority's staff. The training must include the following parts:
  - Practical implementation of FIDIC contract terms,
  - Management of claims for damages and resolution of disputes in accordance with the FIDIC contract terms,
  - Procurement principles in accordance with PRAG procedures and FIDIC contract terms.
8. Organising a study visit to the Netherlands and the region in order to get acquainted with the examples of good practices of sewerage management for the staff of PUC Water Supply Leskovac and the City of Leskovac.

The Contractor is obliged to draw up a training schedule and submit it to the Contracting Authority for approval. The Contracting Authority reserves the right to modify the detailed training schedule in accordance with the Contracting Authority's current needs and the plan of priority activities. The Contractor is obliged to engage a sufficient number of experts from its

team to provide adequate training. Total time limit for completing all the above training sessions is 22 days.

#### **2.1.2.5. Project management**

The Contractor is responsible for reporting to ORIO twice a year. The reporting shall be carried out using ORIO report forms. Reporting to the Contracting Authority on the supervision of works shall be carried out once in every two months. All correspondence between the supervising engineer and the Contractor must be copied for the Contracting Authority, as well as all Contractor's contracted notifications and documents.

The bimonthly Progress Report by the Engineer's representative shall contain the following information:

- Scope of Contract and key figures;
- Works carried out to date and progress over the past months;
- Construction programme and time control;
- Supervisory management meetings;
- Quality control of works and materials;
- Health, safety and the environment;
- Cost control, payments and variations;
- Requirements;
- Any other issues related to the scope of its engagement.

In executing the present Contract and drafting the necessary documentation, the Contractor shall comply with all positive regulations of the Republic of Serbia and generally accepted standards in accordance with the subject matter of the procurement, and shall at any time warn the Contracting Authority about potential problems and possibilities of solving the problems by preparing documentation, all according to the legal framework governing the subject matter of the procurement.

The deadline for completion of all activities for the subject of procurement (execution of the Contract) is no later than 18 months from the date of signing the Contract, except in case of unplanned events/activities that do not depend on the Bidder with whom the Contract for the subject procurement was concluded.

Prior to (and during) the construction of the faecal sewerage network, the Contractor shall thoroughly review the Design technical documentation of the Detailed Design, study the conditions on the field (natural conditions, available borrow pits, landfills, conditions for building temporary and auxiliary facilities, etc.) and all other factors that may affect smooth performance of the works.

The Contractor shall timely notify the Designer of the Detailed Design of any deficiency, defect or incompleteness of the Design technical documentation and the Designer of the Detailed Design shall remedy the defects and allow the smooth execution of the works.

**a. TIMEFRAME FOR EXECUTION OF THE CONTRACT**

The deadline for completion of all activities for the subject of procurement (execution of the Contract) is 18 months from the possession of site, except in case of unplanned events/activities that do not depend on the Bidder with whom the Contract for the subject procurement was concluded.

The time foreseen for the execution of this Contract is 18 months (including timeline envisaged for training of the PUC staff as described in point 2.1.2.4) + 12 months for the period of remedying the defects.

The Consultant shall, within 6 months from the possession of site, prepare the Detailed Design and all necessary Design technical documentation, prepare Bid documents for the execution of works, conduct public procurement for selection of the Contractor, including the conclusion of contracts with contractors (these tasks are described in points 2.1.2.1. and 2.1.2.2.)

The deadline for execution of the works or expert supervision services is 12 months. The period for remedying the defects in accordance with FIDIC Conditions of Contract is 12 months.

**b. REPORTING**

All reports, minutes of meetings and other written material shall be drawn up in Serbian language.

Interim reports shall be prepared every 6 months during the period of Project execution. Supporting documentation consists of both invoices and a financial report.

Upon the completion of the Project, a final report, final invoice and financial report shall be prepared. Draft final report shall be submitted at least one month before the end of the Project execution period.

Each report shall consist of a narrative part and a financial part. The financial part shall consist of the engagement of each of the staff members in terms of time and the cost reimbursement.

The Consultant shall prepare the following reports:

<b>Number of the report:</b>	<b>Description of the Report</b>
1	Introductory report
2	Monthly reports
3	Supervision Manual
4	Quality control documentation
6	Reports for ORIO
7	Completion Report
8	Final Report

### **Introductory Report**

The Consultant shall submit an Introductory Report upon the expiry of the first four weeks of engagement. The report shall include, but shall not be limited to the following key issues such as a construction time schedule, team structure, cost control and quality assurance system, plans and information relating to the changed conditions of providing services.

### **Monthly reports**

The Consultant shall submit monthly reports to the Contracting Authority no later than 10 (ten) days after the concerned reporting period.

Key issues, as well as other issues related to safety, quality, progress of works, construction time schedule, resources, Contract administration and costs under the Subcontract Agreement and the Consultancy Agreement shall be summarized in the Report.

Attachments to the Monthly reports shall contain minutes of regular and extraordinary meetings, as well as photographic documentation during the execution of the works and other relevant elements for monitoring the progress of the Project. Monthly reports shall be also produced in English language.

### **Supervision Manual**

The Consultant shall, within 3 months from the commencement of providing services prepare a Supervision manual, which will include the provisions of the relevant legal framework relating to the approval of design documentation and the quality assurance. The Manual shall be prepared in cooperation with the Contracting Authority and other interested parties.

The Manual shall include but shall not be limited to the following: The Contractor's work safety procedures, quality assurance systems, documentation, claims for damages, methodologies of work execution, inspection plans, checking of equipment and materials delivered to the site, proposed changes, Contract non-compliance, Contractor's reporting methods, minutes of meetings, photographic documentation, review of proposed testing procedures upon completion and procedures for verifying the Contractor's technological solution, Taking Over Certificate, regular inspections during the Defects Notification Period.

### **Quality Control Documentation**

The Consultant shall prepare a quality control dossier (documentation). The dossier shall include the original inspection requirements, approvals, testing protocols and certificates related to the execution of works, materials and equipment incorporated in the works. The quality control dossier shall include, *inter alia*:

- All manufacturer's quality test certificates for materials used

- Performance certificates and guarantee-related contracts
- Inspection requirements, approvals and test results (for earthworks, building structures, architectural, mechanical, electrical works, etc...)

## **Reports for ORIO**

The Consultant – Contractor shall report to ORIO twice a year. The reporting shall be carried out using ORIO report forms. Reporting to the Contracting Authority on the supervision of works shall be carried out once in every two months. All correspondence between the supervising engineer and the Contractor shall be copied for the Contracting Authority, as well as all stipulated notifications and documents of the Contractor.

The bimonthly Progress Report by the Engineer's representative shall contain the following information:

- Scope of Contract and key figures;
- Work carried out to date and progress over the past months;
- Construction programme and time control;
- Supervisory management meetings;
- Quality control of works and materials;
- Health, safety and the environment;
- Cost control, payments and variations;
- Requirements;
- Any other issues related to the scope of its engagement.

The Grantor may require more frequent reporting on the progress of the Project, and, in such case the Contractor shall provide all requested information promptly and efficiently. Communication with the Grantor shall be in English language.

## **Completion report**

Within 15 days upon completion of the works or upon issuance of the Certificate of Handing over to the Contracting Authority, the Consultant (Supervisor/Engineer) shall submit a Report on the Completion of Works to the Contracting Authority and the Client. The report shall include information and documentation related to the Handing over to the Contracting Authority, the as-built drawings, financial analysis of the Contract for execution of the works, detailed review/status of works, reports on testing of parts of the plant (for mechanical and electrical equipment), permits for execution of the works, review of the work safety procedures (problems in this regard and suggestions for their remedying), technical difficulties in the course of execution and how to overcome them, administrative difficulties in the execution of the project and how to overcome them.

## **Final Report**

The final report shall be submitted together with the Consultant's Final Payment Certificate, at the end of the Defects Notification Period. Draft final report shall be submitted to the Contracting Authority at least one month before the end of the Defects Notification Period.

The final report shall contain all the works on remedying defects notified during the Defects Notification Period.

The Final Report shall also include recommendations to the Contracting Authority regarding the practices for operating and maintaining the plants. The Final Report shall also include a Certificate of Final Acceptance of the works. The Final Report shall be also produced in English.

### **Submission and approval of the Report**

Four copies of the above reports shall be submitted to the Project Manager appointed by the Contracting Authority. The reports shall be submitted in Serbian language. The Project Manager shall be responsible for approving the Report.

All reports shall be submitted in 4 (four) copies in hard copy, as well as in electronic format (PDF format).

The Project Manager and other participants in the Project engaged by the Contracting Authority shall provide their comments on the Reports within a period not exceeding 7 (seven) calendar days from the date of submission of the draft Report. In case of any comments by the Project Manager, the Consultant shall make corrections to the Report within 7 (seven) calendar days.

In case of submission of comments by the Contracting Authority, the Reports shall be re-submitted to the Contracting Authority for approval. If the Consultant does not receive any comments on the submitted Reports by the Contracting Authority and the Grantor, the Report shall be deemed approved. The approval period shall be 14 (fourteen) calendar days only for the Final report.

Minutes of the meetings shall be drawn up by the Consultant (Engineer). The Engineer shall prepare the draft minutes of the meeting within 3 (three) calendar days from the date of the meeting. The deadline for submission of comments on the minutes by the Contracting Authority and other participants shall be maximum 7 (seven) calendar days from the date of delivering the draft minutes. In the event no party submitted comments within this period, the minutes shall be deemed approved by all parties.

***NB:*** *The Service Provider is obliged to prepare reports for the Contracting Authority in Serbian, and to prepare reports for ORIO in Serbian and English. If representatives of ORIO request from the Contracting Authority that other reports are prepared in English, the Service Provider will be obliged to translate them and prepare them in English. All other documentation which may be requested by representatives of ORIO (letters, invoices, bills and other) will have to be prepared in Serbian and English.*

**ADDENDUM 2: PERSONNEL, EQUIPMENT, FACILITIES AND SERVICES OF OTHER PARTIES PROVIDED BY THE CONTRACTING AUTHORITY**

Documentation provided by the Contracting Authority

The Contracting Authority will provide free of charge to the Consultant, with all existing documentation (design documentation), information, reports and drawings and assistance, to the Consultant in providing other relevant information and materials from other institutions and competent authorities, to the extent possible.

The Consultant shall, after reviewing the available documents, determine its quality and suitability for execution of the Project.

The above documentation and information will be at the Consultant's disposal for the entire Contract period. Administration and translation of documentation into English is the Consultant's responsibility.

Personnel of the Contracting Authority available to the Consultant

The Contracting Authority shall appoint its representative to be available for communication with the Consultant and provide written correspondence whenever it is required. The Contracting Authority will provide personnel for communication with the Consultant who is familiar with the situation at WWTP Leskovac.

The Representative (representatives) of the Contracting Authority will attend regular meetings and will advise the Consultant whenever required.

Facilities, Equipment and services to be provided by the Contracting Authority

The Contracting Authority shall provide through the Contractor for the Consultant (Engineer) office space of an appropriate and acceptable standard:

At least 2 offices for accommodation of expert supervision, of a minimum area of 15 m<sup>2</sup> each, one meeting room with a minimum area of 25 m<sup>2</sup>, as well as a toilet. All offices must be equipped with electricity, water, heating and air-conditioning.

All offices must be adequately furnished with office furniture, desks of minimum 160 x 80 cm in size, with office chairs and meeting table with sufficient meeting chairs. The office for supervision must be equipped with an A3/A4 color copy machine as well as wireless internet of sufficient speed.

Office cleaning and maintenance costs are the responsibility of the Contractor.

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Each Contractor (for each lot) shall provide one vehicle for the supervision purposes for the entire period of execution of the works. \The vehicle must be new or as good as new, with air conditioning, engine power of minimum 100 kS, and an engine capacity of minimum 1.4.

### **ADDENDUM 3: FEES AND PAYMENTS**

#### **Terms of payment for standard services**

Payments to the Consultant for standard services under this Contract may not exceed the agreed amount of: RSD \_\_\_\_\_ excluding VAT, or the amount of: RSD \_\_\_\_\_ including VAT.

Funds for the implementation phase of "Wastewater Management in Leskovac, Serbia (ORIO10/SB/01)" were provided as a grant from the Facility for Infrastructure Development (ORIO) provided by the Ministry of Foreign Affairs of the Kingdom of the Netherlands as the Grantor. The Ministry of Environmental Protection is hereby designated as the Grant Recipient of the grant and the City of Leskovac, being the Contracting Authority in this Public Procurement, is designated as the Beneficiary of the grant.

The price in the bid shall be expressed with value added tax excluded and with value added tax included. The price may be expressed in dinars or in euros. Pursuant to Article 19 of the Public Procurement Law of the Republic of Serbia, if a Bidder's price is expressed in euros, the price shall be converted into dinars according to the middle exchange rate of the National Bank of Serbia on the day of opening the bids and the offered prices shall be compared in dinar amounts.

All direct and handling costs should be included in the price. The Bidder shall bear all costs related to the preparation and submission of the Bid.

#### **Terms of payment for additional services**

In the event of extension and/or delay of the Contract in connection to the Contractor's delay caused solely by the Contractor's fault, the Contracting Authority may pay to the Consultant for additional services (maximum 5% of the Consultants contract price pursuant to Article 115 of the Public Procurement Law) and such paid amount shall be charged to the Contractor.

In the event of foul weather, the deadline for providing the Contractor's services and the Technical Consultancy services may be temporarily suspended until cessation of the circumstances that led to the suspension of services, and the Contractor's and the Technical Consultant's deadlines may be extended for the same period of the temporary suspension of services without payment for additional services.

The Technical Consultancy Service Provider shall, in accordance with the Contract, prepare bid documents for the public procurement for selection of contractor. The deadline for preparation of the Design technical documentation, Detailed Design, bid documents for the selection of contractor, including signing of the Contract between the Contractor and the Contracting Authority, shall be 6 months. In case the above services, including the selection of the Contractor and signing the Contract, fail to be provided by this time period, no additional services will be paid to the Technical Consultant to re-initiate the public procurement procedure and the selection of contractor. The Contracting Authority

will retain the right to charge the penalty to the Technical Consultant for the failure of the public procurement, since preparation of the bid documents on the basis of which the contractor is to be selected is solely the obligation of the Technical Consultant.

### **Payment deadlines**

The payment of the planned or contracted funds shall also determine the possibility of advance payment of a part of the price, up to a maximum of 15% of the total contract price, provided that in case of advance payment, a financial collateral for advance payment must be provided.

**The remaining amounts of the contract price** will be determined through interim payments according to the agreed and achieved targets approved by the Grantor, based on the reporting schedule, as well as upon submission of the final Report on Services Rendered. **The reporting schedule refers to monthly reports to be submitted by the fifth day of the month for the previous month.**

The payment deadline represents the deadline of 45 days from the day of invoice duly submitted by the Consultant (Interim or Final Payment Certificate). A duly submitted invoice is an invoice which is an integral part of the Report on Services Rendered, accepted by the persons in charge of monitoring the execution of the Contract designated by the Contracting Authority, as well as by the Parties to the Grant Agreement.

### **Method of payment**

Estimated costs, general conditions for payment, calculation of exchange rates, additional funds, revision of payment schedules, advance payments, payment in installments, final payment, contingencies and temporary suspension of payment of installments are defined by the general and special conditions of the Grant Agreement.

Pursuant to the Grant Agreement from the ORIO Program for the Implementation Phase and the Operation and Maintenance Phase for the Implementation of the Wastewater Management Project in Leskovac (ORIO10/SB/01) concluded between the Government of the Republic of Serbia and the Government of the Kingdom of the Netherlands on 8.10.2018. The Government of the Kingdom of the Netherlands, as the Grantor will pay the amounts of Interim or Final Payment Certificates into the Consultant's bank account. All payments made directly by the Grantor to the Consultant shall be considered a grant to the Ministry of Environmental Protection as the Grantee. The Ministry of Environment, in the implementation of this contract, implements the obligations stipulated in the Grant Agreement.

The costs of transferring the funds shall be borne by the Grantor.

### **Change in price**

The prices by phases of execution stated in this Contract shall remain unchanged for the entire Contract period. In the event of extension of the deadline for the provision of services that is beyond the Consultant's responsibility, prices by phases of execution listed in the pricing structure will be used to calculate the value of services beyond the deadlines agreed under the Contract and necessary for the completion of the Project.

### Currency of payment

Pursuant to Article 19 of the Public Procurement Law of the Republic of Serbia, if a Bidder's price is expressed in euros, the price shall be converted into dinars according to the middle exchange rate of the National Bank of Serbia on the day of opening the bids, and all payments under the Contract will be made in dinars (RSD) in the agreed amounts on the day of opening the bids, and according to the middle exchange rate of the National Bank of Serbia on that date.

### Taxation

The Ministry of Environmental Protection as the Grantee ensures that the trade in services performed for the purpose of the execution of the Project is exempt from VAT, and this applies only to the financial contribution provided by ORIO as a Grantor.

For the purpose of tax exemption on the basis of a donation contract, in accordance with the Law on Value Added Tax ("RS Official Gazette" 84/04, 86/04, 61/05, 61/07, 93/12, 108 / 13, 68/14, 142/14, 83/15, 5/16, 108/16, 7/17, 130/18, 13/18, 30/18, 4/19), the Contractor is obliged to submit to the Ministry of Environmental Protection all necessary documentation, within 15 days from the date of receipt of the documentation by the technical consultant.

### ADDENDUM 4: TIME SCHEDULE OF SERVICES

The Time Schedule of Services attached by the successful Bidder to its bid shall form Addendum 4 to the Service Contract between the Consultant and the Contracting Authority.

*The Time Schedule of Services must contain a time schedule of: activities, engagement of experts in the phases of the Contract execution, engagement of experts and outputs of the Consultant (reports). Each Bidder shall enclose the Time Schedule of Services to its bid.*

Activities <i>By phase, indicate all major activities identified in the technical specification</i>	Months <i>(mark with „X“)</i>																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18

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Activities <i>By phase, indicate all major activities identified in the technical specification</i>	Months <i>(mark with „X“)</i>																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18

**For the Service Provider**  
Director

**For the Contracting Authority**  
Mayor

\_\_\_\_\_  
*(signature necessary)*

\_\_\_\_\_  
**phd sci.med. Goran Cvetanovic**

**Concordance of  
The Ministry of Environmental protection**

\_\_\_\_\_

## VI INSTRUCTIONS TO BIDDERS

### 1. Language

Bid documents shall be prepared and the public procurement procedure shall be conducted in Serbian and English language.

The bid is to be completed in Serbian or English language.

Evidence mentioned in the part of the bid documents - Mandatory and additional requirements proving the specified requirements, as well as all statements that are part of the bid documentation (contained in the Statement Forms) shall be submitted in Serbian or English language (unless otherwise is explicitly stated for some of the evidence).

If other enclosed documents have been prepared in English, they need not be translated (unless some of the evidence expressly states otherwise), but the Contracting Authority reserves the right, if necessary, to subsequently request a translation of the required documentation in English (at the Bidder's expense).

If other enclosed documents are in a language other than English, they must be translated into Serbian by a certified translator for that particular language.

### 2. Method of submitting bids

A Bidder may submit only one bid.

The bid submitted to the Contracting Authority must be completed in accordance with the instructions contained in these bid documents, using the forms that constitute an integral part thereof, namely:

- Bid form (Form 1, which is an integral part of the bid documents),
- Bid bond as financial collateral for the bid,
- evidence of meeting the mandatory requirements,
- evidence of meeting additional requirements,
- model Contract with Addendums 1, 2, 3 and 4 (Form V which is part of the bid documents),
- Declaration of Independent Bid Template (Form 3 which is part of the bid documents),
- Bidder's / subcontractor's / group member's statement form on compliance with the obligations of Article 75 (2) of the Public Procurement Law (Form 4, which is an integral part of the bid documents),
- Bid Preparation Cost Form (Form 2 which is part of the Bid documents),
- Pricing Structure Form with instructions for completing (Form 6)
- CSR Compliance Form (Form 5 which is part of the bid documents),
- Reference Certificate Form
- as well as other evidence of meeting the Contracting Authority's requirements specified in these instructions and the bid documents, in accordance with the Public Procurement Law.

The Bidder shall submit the bid directly or by mail in a sealed envelope or box, closed in such a way that it can be determined with certainty that it is opened for the first time.

The name and address of the Bidder shall be provided on the back of the envelope or on the box.

In case the bid is submitted by a group of Bidders, the envelope should indicate a group of Bidders and the names and address of all participants in the joint bid.

**The bids shall be submitted to the following address: City of Leskovac, City Administration - Public Procurement Office, Trg revolucije 33/4, Leskovac.** The front of the envelope with the bid must contain the text "**BID - DO NOT OPEN - Technical Consultancy Services for the construction of the faecal sewerage network in Bratmilovce and 15 settlements in the vicinity of Leskovac, within the frame of the implementation phase of the "Wastewater management in Leskovac" Project ORIO 10/SB/01, No. 031-2/19**".

Bids shall be deemed to be timely if received in the premises **no later than 12.00 hours on January 10, 2019**, regardless of the method of delivery.

Upon receipt of a particular bid, the Contracting Authority shall mark the time of receipt on the envelope or box containing the bid and shall record the number and date of the bid in order of arrival. Bids not received by the Contracting Authority within the submission deadline or bids received upon the expiration of the day and hour set for submission of bids shall be deemed untimely. Untimely bids shall be returned by the Contracting Authority to the Bidder unopened after the completion of the opening procedure, with an indication that they were submitted untimely.

Bids must be submitted on the forms from the Bid Documents which can be downloaded from the Public Procurement Portal or from the following website: <https://www.gradleskovac.org> or <https://www.dgmarket.com>.

A Bidder must complete all the forms and statements that are part of the Bid Documents and that form an integral part of the bid, which shall be signed by the responsible person. The Bidder shall not be obliged to complete and sign only the forms with a note indicating that the Bidder should not complete them, since, for example, it does not appear with subcontractors or it is not a joint bid.

**Public opening of bids will be held on January 10, 2019 at 12:30 hours** on the premises of the Contracting Authority, **in the City of Leskovac, City Administration - Public Procurement Office, Trg revolucije 33/4, Leskovac.**

All Bidders can attend the opening of bids. The Public Procurement Committee will draw up Minutes of the opening of bids. The opening of bids is public and can be attended by any interested person.

Only authorised representatives of Bidders can participate in the bid opening procedure. Bidders' representatives shall present to the Public Procurement Commission a power of attorney before taking part in the bid opening procedure. The power of attorney shall be presented in writing and must have its reference number and date and be signed by the Bidder's authorised person.

### **3. Amending, supplementing and withdrawing bids**

The Bidder may amend, supplement or withdraw its bid until the expiration of the deadline for submission of bids. The Bidder shall clearly indicate which part of the bid is amended or which documents are subsequently submitted.

**The submission of the amendment, supplement or withdrawal of the bid shall be carried out in the same manner** as the submission of the bid, in a sealed envelope/box clearly stating:

**Amendment (supplement or amendment and supplement or withdrawal) of the bid for the Public Procurement number - Technical Consultancy Services for the construction of the faecal sewerage network in Bratmilovac and 15 settlements in the vicinity of Leskovac, within the frame of the implementation phase of the "Wastewater Management in Leskovac" Project ORIO 10/SB/01 -DO NOT OPEN**“.

The name and address of the Bidder shall be provided on the back of the envelope. In case the bid is submitted by a group of Bidders, that should be indicated on the back of the envelope, as well as the names and addresses of all participants in the joint bid.

An amendment and/or supplement of the bid must be made in such a way that it is possible to determine its actual content as well as the actual content of the amended/supplemented bid in order to be able to compare it with other bids. Otherwise, an amendment to the bid will not be deemed submitted and the originally submitted bid will be taken into consideration.

The Bidder may not withdraw or amend its bid after the deadline for submission of bids.

#### **4. Variant bid**

Variant bids are not allowed and will not be considered acceptable.

#### **5. Bid currency and price**

The price shall be expressed with value added tax excluded, on the FCO Contracting Authority basis.

The price may be expressed in dinars or in euros.

If a Bidder expresses the price in euros, the price shall be converted into dinars according to the middle exchange rate of the National Bank of Serbia on the day of opening the bids and the offered prices shall be compared in dinar amounts.

The price should include the price of goods and related services as well as all direct and handling costs.

The Bidder shall bear all costs related to the preparation and submission of the bid.

The Contracting Authority has not foreseen the possibility of the price increase and the offered price shall be final. If the offered price is unusually low, the Contracting Authority shall comply with Article 92 of the Public Procurement Law.

### **6. Financial collateral**

#### **6.1. FINANCIAL COLLATERAL FOR THE BID**

##### ***- for local Bidders –***

The Bidder shall provide with a bid a bank guarantee as financial collateral in the amount of **5% of the total value of the bid excluding VAT**.

The bid bond validity period shall be at least **180 (one hundred and eighty) days** after the day of opening of bids.

##### ***- for foreign Bidders –***

The Bidder shall provide with a bid a bank guarantee as financial collateral in the amount of **5% of the total value of the bid excluding VAT**.

The bid bond validity period shall be at least **180 (one hundred and eighty) days** after the day of opening of bids.

The Contracting Authority shall cash a promissory bid bond if:

- The Bidder amends or withdraws its bid after expiration of the deadline for submission of bids;
- The Bidder to whom the Contract is awarded fails to sign the public procurement Contract in due time;
- The Bidder to whom the Contract is awarded fails to provide a performance bond and an advance payment guarantee in accordance with the requirements of the bid documents.

The Contracting Authority shall, immediately upon signing the Contract with the selected Bidder, return the promissory bid bonds to unsuccessful Bidders. If the Bidder fails to provide a promissory bid bond, its bid will be rejected as **unacceptable**.

## **6.2. ADVANCE PAYMENT GUARANTEE**

### ***6.2.1. Original advance payment guarantee***

The successful Bidder shall within 10 (ten) days from the date of signing the Contract and by all means before the effected advance payment, submit to the Contracting Authority an advance payment guarantee in the amount of the required advance payment.

The advance payment guarantee must be valid for the entire Contract period, and by August 20, 2021 at the latest.

If the Bidder fails to provide and submit to the Contracting Authority the relevant advance payment guarantee within the agreed deadline, the Contract will not enter into force (deferred condition), and the Contracting Authority reserves the right to sign the Contract with the next best-ranked Bidder.

The submitted advance payment guarantee must be irrevocable and payable on first demand, without objection and any conditions for the Contracting Authority.

## **6.3. PERFORMANCE BOND**

### ***6.3.1. Original letter of intent from the bank to issue a performance bond***

The Bidder shall submit with the bid the original letter of intent of the bank to issue a performance bond, binding on the bank in the amount of 10% of the offered price, value added tax excluded.

Letter of intent shall not contain any content related to the bank's policy and, in particular, the clause stating that the letter does not represent any further obligation for the bank as a guarantor.

### ***6.3.2. Original Performance Bond***

The successful Bidder shall at the time of the conclusion of the Contract deliver to the Contracting Authority a financial collateral in the form of a performance bond in the amount of 10% of the value of the Contract, value added tax excluded.

The performance bond shall be valid at **least 10 (ten)** longer than the agreed deadline for the execution of all contracted services.

If the Supplier fails to provide and submit to the Contracting Authority the relevant

performance bond within the agreed deadline, the Contract will not enter into force and the Contracting Authority reserves the right to sign the Contract with the next best-ranked Bidder. In this case, the Contracting Authority shall notify the Supplier in writing that the Contract has not entered into force.

#### **Remarks:**

The bid bond, as well as all letters of intent of the bank for issuing the relevant guarantees, must contain basic information about the bank (name, address of seat and a nearby address), information about the Bidder (name, address of seat and a nearby address), name and address of the beneficiary (Contracting Authority) and the number of the procurement, the nominal amount of the guarantee, the statement that the nominal amount of the guarantee corresponds to the amount of at least 5% (*bid bond*), at least 10% (*performance bond*) or the percentage **of the requested advance payment (*advance payment guarantee*) of the total offered or agreed price with the value added tax included**, a statement that the guarantee is **payable on first demand** (upon receiving the first demand in writing), with no objection.

- Each bank's letter of intent for issuing the relevant guarantee shall be valid at least 180 days from the date of opening of the bids.

The wording of the bank guarantee must also include the obligation of the bank to automatically issue a new bank guarantee in the event of activation of the bank guarantee during the execution of the contractual obligations at the expense of the Supplier, which is valid until the expiry of validity of the previous guarantee, all in accordance and in the manner foreseen for the activated guarantee.

#### **7. Bid Validity**

Bid validity must be at least 90 days from the date of opening of the bids.

In case of expiration of the bid validity, the Contracting Authority shall in writing request the Bidder to extend the bid validity period. Should the Bidder accept the request for extension of the bid validity period, the Bidder shall not be allowed to amend its bid.

#### **8. Subcontractor Bid**

If the Bidder submits a bid with a subcontractor, it must indicate in the Bid Form (Form 1 in Chapter V of this Bid Documents) that the bid is submitted with a subcontractor, the percentage of the total value of the procurement to be entrusted to the subcontractor, which may not exceed 50%, and the portion of the subject matter of the procurement the subcontractor will execute.

The Bidder shall indicate in the Bid Form the name and seat of the subcontractor, if it intends to entrust partial execution of the procurement to the Subcontractor.

If the Public Procurement Contract is concluded between the Contracting Authority and the Bidder submitting a bid with the Subcontractor, the Subcontractor will be included in the Public Procurement Contract.

The Bidder shall submit the evidence proving the subcontractors' compliance with the conditions specified in the bid documents, in accordance with the Instructions on how to prove the compliance with the conditions.

The Bidder is fully accountable to the Contracting Authority for the fulfillment of obligations arising from the public procurement procedure or for the fulfillment of contractual obligations, regardless of the number of subcontractors.

At the request of the Contracting Authority, the Bidder shall grant access to the Subcontractor, for the purpose of determining the compliance with the required conditions.

## 9. Joint Bid

A bid may be submitted by a group of Bidders.

An independent Bidder may not simultaneously participate in a joint bid or as a subcontractor, nor may it participate in several joint bids.

If a bid is submitted by a group of Bidders, **an integral part of the joint bid must be the agreement** by which the Bidders in the group commit to each other and to the Contracting Authority to execute the public procurement, which shall contain the information referred to in Article 81(4), points (1) and (2) of the Public Procurement Law, namely the information on:

- **the member of the group that will appear as the leading member, i.e. the member that will submit the bid and represent the group of Bidders before the Contracting Authority,**
- **description of obligations of each of the Bidders in the group of Bidders in respect of the execution of the Contract,**
- **the member of the group who will provide the collateral.**

The group of Bidders shall submit all evidence on the compliance with the conditions specified in the Bid documents, in accordance with the Instructions on how to prove the compliance with the conditions.

Bidders from the group of Bidders shall bear unlimited joint and several liability to the Contracting Authority.

## 10. Bid preparation costs

The Bidder may complete, sign and stamp Form 3 of the Bid Documents in Chapter V presenting the total amount and cost structure of the bid preparation. If the Bidder does not have the costs to express in this form, it does not have to complete, sign and stamp this form.

The costs of preparing and submitting a bid shall be borne solely by the Bidder and it shall not be entitled to claim reimbursement of costs from the Contracting Authority. If the public procurement procedure was cancelled due to reasons attributable to the Contracting Authority, the Contracting Authority shall reimburse to the Bidder the costs of the production of a sample or model, if these were made in accordance with the technical specifications of the Contracting Authority, and the costs of acquiring collateral, provided that the Bidder claimed the reimbursement of these costs in its bid.

## 11. Independent bid

The Bidder shall complete, sign and stamp Form 4 of the Bid documents in Chapter V - Declaration of Independent Bid in the Bid documents. In this way the Bidder confirms that it submitted the bid independently, without any agreement with other Bidders or interested parties.

## 12. Negative references

The Contracting Authority shall reject the bid if it comes into possession of any of the evidence referred to in Article 82 of the Public Procurement Law. The Contracting Authority shall immediately submit to the Public Procurement Office evidence of a negative reference, in accordance with Article 83 of the Public Procurement Law.

### **13. Special Contracting Authority’s requirements on which the eligibility of the bid depends**

#### ***13.1. Method of payment and payment deadline***

The Contracting Authority allows the **possibility of advance payment of a part of the price** up to a **maximum of 15%** of the total contract price, provided that in case of advance payment, a financial collateral for advance payment must be provided. The Contracting Authority **will not accept** the bid in which the Bidder requests an advance payment exceeding **15%** of the total offered price.

(The request for advance payment of a part of the price shall be entered *in the appropriate place in the Financial Bid Form*).

**The advance payment shall be made on the basis of the advance payment account, and upon delivery the financial collateral – an advance payment guarantee.**

**The remaining amounts of the contract price** will be determined through interim payments according to the agreed targets, based on the reporting schedule, as well as upon submission of the final Report on the completed services. **The reporting schedule refers to monthly reports to be submitted by the fifth day of the month for the previous month.**

**The payment deadline** represents the deadline of 45 days from the day of invoice duly submitted by the Consultant (Interim or Final Payment Certificate). A duly submitted invoice is an invoice which is an integral part of the Report on Services Rendered, accepted by the persons in charge of monitoring the execution of the Contract designated by the Contracting Authority, as well as by the Parties to the Agreement.

#### ***13.2. Site visits to observe current site conditions***

All Bidders have the opportunity to familiarize themselves with the locations. The request for a site visit shall be submitted by e-mail to [javnanabavka@sbb.rs](mailto:javnanabavka@sbb.rs) during the working hours of the Contracting Authority, Monday to Friday from 07:00 to 15:00 hours.

The Contracting Authority shall determine the time of visit within 24 hours from the date of submission of the request by the Bidder, and shall notify the Bidder thereof by e-mail. The person for contact and for assistance during the site visits is Ivan Lekić.

The site visits can be conducted within 14 days from the date of the announcement of the invitation to bid and the Bid documents on the Public Procurement Portal in the period between 08:00 and 15:00 hours.

Bidders who visit the sites within the scheduled period will receive a certificate of site visit, signed and certified by the Contracting Authority’s representative, which can be enclosed with the bid, but will not constitute a prerequisite for the eligibility of the bid.

#### ***13.3. Access to the existing documentation***

All Bidders will have the opportunity to access the existing documentation (Design documentation), information, reports and drawings, as well as the Grant Agreement for the implementation phase and the maintenance and exploitation phase of the Wastewater Management in Leskovac Project ORIO 10/SB/01“

A request for access shall be submitted by email to [javnanabavka@sbb.rs](mailto:javnanabavka@sbb.rs) during the working hours of the Contracting Authority, Monday to Friday from 07:00 to 15:00 hours.

The Contracting Authority shall determine the time of access within 24 hours at the latest from the date of submission of the request by the Bidder and shall notify the Bidder thereof by e-mail. The person for contact is Ivan Lekić.

The access to the existing documentation can be conducted within 14 days from the date of the announcement of the invitation to bid and the Bid documents on the Public Procurement Portal in the period between 08:00 to 15:00 hours.

#### **14. Data protection and confidentiality**

The Contracting Authority shall keep all data about the Bidders confidential in accordance with Article 14 of the Public Procurement Law. The Contracting Authority may require protection of confidentiality of data which it will make available in accordance with Article 15 of the Public Procurement Law.

#### **15. Additional information and/or clarifications regarding the preparation of bids**

Any interested person may request from the Contracting Authority in writing (*by mail at the Contracting Authority's address, by e-mail: [javnanabavka@sbb.rs](mailto:javnanabavka@sbb.rs)*) additional information or clarification regarding preparation of bids, and may also indicate to the Contracting Authority any deficiencies and irregularities in the Bid documents, no later than 5 days before the expiry of the deadline for submission of bids.

Within 3 (three) days from the day of receipt of the request for additional information or clarification of the Bid documents, the Contracting Authority shall publish the response on the Public Procurement Portal and on its website.

Additional information or clarification are provided with the note "Request for additional information or clarification of the Bid documents for **the Technical Consultancy Services for the construction of the faecal sewerage network in Bratmilovac and 15 settlements in the vicinity of Leskovac, within the frame of the implementation phase of "Wastewater management in Leskovac" Project ORIO 10/SB/01 – PP No. 031-2/19**".

If the Contracting Authority amends or supplements the Bid documents 8 or less days before the deadline for submission of bids, it shall be obliged to extend the deadline for submission of bids and to publish a notification of extension of the deadline for submission of bids.

Upon expiration of the deadline for submission of bids, the Contracting Authority may not amend or supplement the Bid documents. Requesting additional information or clarification regarding the preparation of bids by phone is not allowed.

**Communication in the public procurement procedure shall be carried out exclusively in the manner specified in Article 20 of the PPL, as follows:**

- by e-mail or post, as well as publishing by the Contracting Authority on the Public Procurement Portal and on its website;

- if the document pertaining to the public procurement procedure was delivered by the Contracting Authority or the Bidder by e-mail, the party that made the delivery shall require the other party to confirm the receipt of that document in the same way, and the other party is obliged to do so if necessary as proof that delivery has been made.

Working hours of the Contracting Authority are from Monday to Friday from 7:00 to 15:00 hours.

## **16. Additional explanations by the Bidder after opening of bids, control and allowed corrections**

During the expert evaluation of bids, the Contracting Authority may request from the Bidder additional explanations which will help it to review, evaluate and compare bids, and may also exercise control (inspection) of the Bidder or its Subcontractor (Article 93 of the PPL).

If the Contracting Authority considers that additional explanations are required or control (inspection) of the Bidder or its subcontractor needs to be carried out, the Contracting Authority shall give the Bidder an appropriate deadline to act upon the Contracting Authority's invitation, i.e. to enable the Contracting Authority to carry out control (inspection) of the Bidder and its Subcontractor.

The Contracting Authority may, with the consent of the Bidder, make corrections to the calculation errors observed during studying the bid once the opening procedure is completed.

In case of discrepancy between the unit price and the total price, the unit price will prevail.

If the Bidder fails to agree with the correction of calculating errors, the Contracting Authority will reject its bid as unacceptable.

## **17. Use of patents and liability for infringement on the third party intellectual property rights**

The Bidder shall pay the patent royalty fee and shall be liable for infringement on the third party intellectual property rights.

## **18. Method and deadline for submission of Requests for the Protection of Rights of Bidders with detailed instruction on the content of the complete request**

Request for the protection of rights may be submitted by the Bidder, i.e. any party who has an interest in awarding contracts in the specific public procurement procedure, and who has suffered or could suffer damage due to the conduct of the Contracting Authority not in line with the provisions of the PPL.

Request for protection of rights shall be submitted to the Contracting Authority, and the copy shall be simultaneously submitted to the Commission for the protection of rights in public procurement procedures of the Republic of Serbia (hereinafter: Republic Commission). Working hours of the Contracting Authority are from Monday to Friday from 7:30 to 15:30 hours.

Request for protection of rights shall be delivered to the Contracting Authority directly, by e-mail: [javnabavka@sbb.rs](mailto:javnabavka@sbb.rs) or by registered mail, with a return receipt to the address of the Contracting Authority.

Request for the protection of rights may be submitted throughout the procurement procedure, against any act of the Contracting Authority, unless specified differently by the PPL. The Contracting Authority informs all participants in the public procurement procedure on the submitted Request for protection of rights, i.e. publishes a notice on the Public Procurement Portal and on the website of the Contracting Authority, no later than two days from the date of receipt of the request.

If the request for the protection of rights disputes the type of procedure, the content of the invitation to bid or the Bid documents, the request will be considered timely if it is received by the Contracting Authority no later than seven days before the expiration of the deadline for submission of bids, regardless of the manner of delivery and if the applicant has, in accordance with Article 63(2) of the PPL, indicated to the Contracting Authority possible deficiencies and irregularities, and the Contracting Authority has not eliminated them.

Request for protection of rights which challenges actions undertaken by the Contracting Authority before the expiration of the deadline for submission of bids and after the expiration of the deadline referred to in the previous paragraph, shall be deemed timely if submitted no later than the expiration of the deadline for submission of bids.

After issuing a decision on awarding the contracts, referred to in Article 108 of the PPL or a decision on terminating the public procurement procedure referred to in Article 109 of the PPL, the deadline for submitting requests for protection of rights is 10 (ten) days from the date of publication of the decision on the Public Procurement Portal.

The request for the protection of rights cannot challenge the actions of the Contracting Authority undertaken in the public procurement procedure if the applicant was or may have been aware of the reasons for its submission before the expiration of the deadline for submission of bids, and the applicant did not submit it before the expiry of that deadline.

If the request for protection of rights was submitted again by the same applicant, in the same procurement procedure, the actions of the Contracting Authority from that request, which the applicant was or may have been aware of during the submission of the previous request, cannot be challenged.

The request for protection of rights does not retain further activities of the Contracting Authority in the public procurement procedure in accordance with the provisions of Article 150 of this PPL.

Request for the protection of rights must contain:

- 1) name and address of the applicant and a contact person;
- 2) name and address of the Contracting Authority;
- 3) information on the public procurement which is the subject of the request, i.e. on the decision of the Contracting Authority;
- 4) violations of regulations governing the public procurement procedure;
- 5) facts and evidence which prove the violations;
- 6) confirmation of payment of fees from Article 156 of this PPL;
- 7) signature of the applicant.

Valid evidence that the fee has been paid, in accordance with Instructions on how to pay the fee for submitting a request for protection of rights of the Republic Commission, published on the website of the Republic Commission, pursuant to Article 151(1), point (6) of the PPL, is considered to include the following:

**1. Confirmation of the payment of fees referred to in Article 156 of the PPL, which contains the following elements:**

- (1) it is issued by the bank and contains the stamp of the bank;
- (2) it represents proof that the fee has been paid, which means that the certificate must contain the information stating that the order for payment of the fee or the transfer order has been executed, as well as the date of execution of the order. The Republic Commission may inspect the relevant record account statement submitted by the Ministry of Finance - the Treasury Administration, in order to further verify the fact that the transfer order has been executed.
- (3) the amount of the fee from Article 156 of the PPL which is to be paid;
- (4) account number: 840-30678845-06
- (5) payment code: 153 or 253;
- (6) reference number: data on the number or mark of the public procurement on the basis of which the request for protection of rights is submitted;
- (7) purpose: RPR ("ZZP"); City of Leskovac, City Administration - Public Procurement Office, Trg revolucije 33/4, Leskovac, public procurement number **031-2/19**;
- (8) beneficiary: budget of the Republic of Serbia;

(9) name of the payer, or the name of the applicant for the protection of rights for which the payment of the fee has been made;

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

2. **Payment order**, first copy, certified by the signature of the authorized person and the stamp of the bank or post, which contains all other elements of the certificate of the payment of the fee referred to in point 1, **or**

3. **A certificate issued by the Republic of Serbia, the Ministry of Finance, the Treasury Administration**, signed and stamped, containing all the elements from the certificate on the payment of the fee referred to in point 1, other than those referred to in (1) and (10), for the applicants for the protection of rights that have an open account within the respective consolidated treasury account, which is kept in the Treasury Administration (budget users, users of funds of compulsory social security organizations and other users of public funds), **or**

4. **A certificate issued by the National Bank of Serbia**, which contains all elements from the certificate on the payment of the fee referred to in point 1, for the applicants for the protection of rights (banks and other entities) who have an open account with the National Bank of Serbia in accordance with the PPL and other regulations.

The procedure for protection of rights is governed by the provisions of Articles 138 - 166 of the PPL.

#### **19. Deadline for the award of Contract**

Based on the report on the expert evaluation of bids, the Contracting Authority shall decide on the award of the Contract within a period not exceeding 25 (twenty-five) days from the date of opening of bids.

The Contracting Authority shall deliver the signed and stamped Contract to the successful Bidder within 8 days from the expiry of the deadline for submitting the Request for protection of rights referred to in Article 149 of the Law or within the period provided for in the provisions of Article 150 of the Law.

In case only one bid is submitted, the Contracting Authority may conclude the Contract before the deadline for submitting the Request for protection of rights, in accordance with Article 112(2), point (5) of the Law.

#### **20. Changes during the Contract period - Article 115 of the PPL:**

The Contracting Authority provided for the possibility of changing the completion deadlines if they were not caused by the Contractor but by the Contracting Authority solely for justified reasons or by force majeure.

Any modifications to the Contract will be made based on a reasoned request of the persons in charge of monitoring the execution of the Contract, after the decision to modify the Contract (Article 115 of the PPL), after which the contracting parties will sign the relevant Annex to the Contract.