

PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN KOSOVO

SURVEY QUESTION	ANALYSIS
PPP Regulatory Framework	
2. Does the regulatory framework in your country allow procuring PPPs?	Yes
If yes, please specify the relevant regulatory framework and the year of adoption:	<p>Law No. 04/L-045 on Public Private Partnerships (the PPP Law) is the main legislative act that sets out the policies, procedures and institutional framework for PPPs in Kosovo. The PPP Law allows for the implementation of PPPs through either contractual or institutional forms. Contractual PPPs can either take the form of an authority-pay contract or a concession. The PPP Law obliges authorities to use the restricted procedure when tendering a PPP project.</p> <p>Law No. 04/L-042 on Public Procurement Law (The Public Procurement Law) was adopted by parliament in August 2011. The law allows for various procurement procedures: open procedure, restricted procedure, negotiated procedure after publication of contract notice, negotiated procedure without publication of a contract notice, price quotation procedure and the procedure for minimum value contracts. These procedures are applicable to authority-pay PPP contracts. The law stipulates that the award of a concession contract is governed by the PPP Law.</p>
and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	<p>PPP Law: https://gzk.rks-gov.net/ActDocumentDetail.aspx?ActID=2784</p> <p>Public Procurement Law: https://krpp.rks-gov.net/krpp/PageFiles/File/ligjet/english/Ligji%20per%20prokurimin%20publik%20(anglisht)-1.pdf</p>
2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?	No
Please describe:	n/a
2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?	Yes
Please describe:	Amendments to the PPP Law in order to streamline PPP procedures

3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.2 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Energy generation and distribution.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 2.2.5 of the PPP Law, construction of new generation energy capacities, regulated by Law no. 03 / L-185 on the Energy Regulator, unless the Law on Energy Regulator requires the implementation of the provisions of this Law;
3.4 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Telecom	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.5 Besides national defense and other matters of national	Yes

<p>security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other</p>	
<p>If yes, specify and provide the relevant legal/regulatory provisions:</p>	<p>The PPP Law does not apply to the following: 2.4. Mines and minerals and the related rights that are regulated by Law no. 03/163 on Mines and Minerals, unless the Law on Mines and Minerals requires the implementation of the provisions of this Law; 2.6. Airborne airspace rights;</p>
<p>4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?</p>	<p>No</p>
<p>If yes, please specify and provide the relevant legal/regulatory provision (if any):</p>	<p>n/a</p>
<p>5. Please identify the PPP procuring authorities in Kosovo and provide their website(s) (if available):</p>	<p>PPP procuring entities are all government ministries, agencies, municipalities and publicly-owned enterprises</p>
<p>6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?</p>	<p>Yes</p>
<p>If yes, please indicate its name, and its website (if available):</p>	<p>The Committee for Public-Private Partnerships (link at: http://pppkosova.org/?cid=2,1) and Central Public-Private-Partnership Department (PPP Department) within the Ministry of Finance</p>
<p>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</p>	<p>Yes</p>
<p>6.2 PPP capacity building for other public authorities.</p>	<p>Yes</p>
<p>6.3 PPP promotion among the public and/or private sectors in national and international forums.</p>	<p>Yes</p>

6.4 Technical support in implementing PPP projects.	Yes
6.5 Identification and selection of PPP projects from the pipeline.	Yes
6.6 Revision of fiscal risks born by the Government.	Yes
6.7 Consultation with affected communities on potential impact of PPP projects.	No
6.8 Approval of PPP projects.	Yes
6.9 Undertaking the procurement of PPPs.	No
6.10 Oversight of PPP implementation.	Yes
6.11 Other	Yes
6.11 please specify:	Outreach to stakeholders and public education campaigns on PPPs.
Please provide the relevant legal/regulatory provisions:	<p>Pursuant to Article 16 of the PPP Law related to the Public Private Partnerships Committee (PCPC):</p> <ol style="list-style-type: none"> 1. The Committee for Public-Private Partnerships oversees and coordinates public-private partnership projects in all economic and social sectors. 2. The PPC consists of five (5) permanent members. The Minister of Finance is a permanent member of the PCPC and is the chairperson of the PPC. Four (4) other permanent members of the PCPC, who should be in the rank of the Deputy Prime Minister or the Minister, are appointed by a Government decision. 3. In cases where the Committee for Public-Private Partnerships examines projects dealing with public utilities, a representative of the Association of Kosovo Municipalities has the right to Participates in the meeting of the Committee on Public-Private Partnerships, in the capacity of the observer and without the right to vote. 4. Notwithstanding paragraph 2 of this Article, the PPC shall also include the highest representative of the Public Authority which is foreseen to be the Contracting Authority for the implementation of the proposed PPP Project, as a temporary member. 5. Provisional members of the PCPC participate in the procedures and decision-making of the PCPC only with regard to the specific project requiring their involvement. 6. The Minister of Finance directs and coordinates the activities of the PCPC and serves as its chair. 7. The PPC shall make decisions on the approval of projects and majority voting arrangements by Including the affirmative vote of the Minister of Finance and the Contracting Authority. 8. When the PPC acts in the capacity of a Contracting Authority for a particular Project, the PPC shall make decisions on the selection of a private majority shareholder vote, including the affirmative vote of the Minister of Finance.

	<p>Furthermore, pursuant to Article 17 of the PPP Law, the Competencies of the PPPC are:</p> <ol style="list-style-type: none"> 1. The PPPC has the lead role for the development of PPP policies, projects and programs and prepares recommendations to the Government of Kosovo for its consideration and approval. 2. The PPPC has these rights and responsibilities: <ol style="list-style-type: none"> 2.1. Development and management of the national PPP program; 2.2. Developing general PPP policies; 2.3. Issuing enforcement regulations and clarifications regarding the rules, procedures and standards for PPP Projects as well as project documents that are mandatory for all Public Authorities; 2.4. Issuing decisions for Public Authorities in order to ensure the regular implementation of laws and regulations related to a PPP Project; 2.5. Reviewing and approving or rejecting Project Proposals on the basis of the Money Value Principle as well as other factors in the public interest; 2.6. Identification of Contracting Authorities for Certain Projects; 2.7. The action in the capacity of the Contracting Authority for certain Projects; 2.8. Approving or refusing Economic Support for Projects; 2.9. Overseeing and reviewing the compliance performance and project execution; 2.10. Reviewing and approving the proposed amendments and amendments to the Arrangements based on the Money Value Principle and similar factors; 2.11. Keeping the national PPP register; 2.12. Making decisions regarding the use of funds from PPP appropriations 2.13. Making other relevant PPP decisions. 3. All Public Authorities have the right to make recommendations to the PCPC regarding the development of Policies and regulations and the PPPC is obliged to review these recommendations before taking a decision. 4. In the event that a Project is in the competence of more than one Public Authority, the PCPC shall designate the Authority or Contracting Authorities for the respective agreement and establish procedures for the coordination of responsibilities.
PPP Preparation	
8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>No regulatory basis</p>
8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?	<p>Yes</p>

If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting according to International Public Sector Accounting Standards (IPSAS).	n/a
Accounting and reporting according to other international standard (e.g. European System of Accounts).	n/a
Please specify:	n/a
Other.	n/a
Please specify:	n/a
9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the	Yes

procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?	
If yes, please specify the relevant authority	The PPP Committee
and provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 22 (2) of the PPP Law, All PPP Projects are subject to formal approval by the PPC before the Public Authority initiates any tendering procedure for a PPP project. Adoption by the PCPC is granted or refused on the basis of consideration of the feasibility study and other documents related to the project, as well as on the recommendations of the PPP Department. The approval confirms the public authority for the PPP project. Any agreement that is related to a Public Authority without the approval of the PPC is legally invalid and does not produce legal effects.</p>
9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before signing the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Article 19 (3) of the PPP Law, the Public Authority shall enter into an agreement with the Private Partner only if the relevant PPP Project has been approved by the PCPC and only if all procedural and material requirements set out in this Law have been met.</p>
10. Does the procuring authority use transaction advisors during the PPP project cycle?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 18 (3) of the PPP Law, The Ministry of Finance ensures that key positions in the PPP Department are filled with qualified professionals. For this purpose, in accordance with the Law on Public Procurement, the Ministry of Finance may contract services from qualified professional and/or technical external experts, using funds allocated from the Kosovo Budget or from external sources of funding. Other staff of the PPP Department, apart from those contracted, are civil servants who are paid by the mechanisms Budget that aim at attracting and retaining highly qualified personnel.</p>
11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the	No

<p>prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</p>	
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	n/a
<p>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</p>	No
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	n/a
<p>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</p>	No
<p>If yes, please elaborate:</p>	n/a
<p>The procuring authority does not evaluate PPPs against existing government priorities.</p>	Yes

<p>Please elaborate and provide examples:</p>	<p>Pursuant to Article 5 of the PPP Law:</p> <ol style="list-style-type: none"> 1. A Public Authority may enter into a Public-Private Partnership if the relevant Public Authority is lawfully directly responsible for providing a Public service or public infrastructure as defined in Article 2 of this Law and which is the main object of the Public-Private Partnership. 2. Where a Public-Private Partnership Project involves the provision of public services or public infrastructure that is the responsibility of more than one Public Authority, the PCPC shall decide which Public Authority is the Contracting Authority for the respective Public-Private Partnership. 3. Pursuant to the provisions of Article 17 of this Law, with the prior approval of the Government, and when it is of public interest, the PPPC is authorized to enter into a Public-Private Partnership on behalf of the Republic of Kosovo for the provision of public services or Public infrastructure that is the competence of the Government of the Republic of Kosovo or any of its Ministries or Agencies. <p>As such, any Public Authority, the PPP Committee or the PPP Department may identify, propose and initiate a Public-Private-Partnership, without evaluating the government priorities.</p>
<p>11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?</p>	<p>n/a</p>
<p>If yes, please specify:</p>	<p>n/a</p>
<p>If no, please elaborate:</p>	<p>n/a</p>
<p>12.1 Which of the following assessments are conducted when identifying and preparing a PPP in order to inform the decision to proceed with it? (check all that apply): Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)</p>	<p>Yes</p>
<p>Relevant legal/regulatory provision (if any)</p>	<p>Pursuant to Article 23 of the PPP Law:</p> <ol style="list-style-type: none"> 1. Before initiating the tendering procedures of any PPP project, the Public Authority shall make a feasibility study of the project which serves as a basis for deciding whether the Potential Project should be implemented and that it is to be submitted to the PPPC when filing a request for approval of the PPP project. The reasonableness study should be based on the value-for-money principle as well as addressing the economic, social, technical and financial justification of the potential project and project capability attracting potential private partners and private funding, as well as project compliance with sectoral policies and strategies and

	<p>regulatory and legal framework.</p> <p>2. The PPP Department, acting on behalf of and within the authority of the PCPC, examines the feasibility study of the project and may, if necessary, require the performance of additional studies by the Public Authority before the PCPC decides whether a is an authorized project to process for tendering.</p> <p>3. The PPP Department establishes a methodology to evaluate the value for money for PPP projects that should be implemented by all contracting authorities during the preparation of the feasibility study.</p>
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	No Data
12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)	Yes
Relevant legal/regulatory provision (if any)	<p>Pursuant to Article 23 of the PPP Law:</p> <p>1. Before initiating the tendering procedures of any PPP project, the Public Authority shall make a feasibility study of the project which serves as a basis for deciding whether the Potential Project should be implemented and that it is to be submitted to the PPPC when filing a request for approval of the PPP project. The reasonableness study should be based on the value-for-money principle as well as addressing the economic, social, technical and financial justification of the potential project and project capability attracting potential private partners and private funding, as well as project compliance with sectoral policies and strategies and regulatory and legal framework.</p> <p>2. The PPP Department, acting on behalf of and within the authority of the PCPC, examines the feasibility study of the project and may, if necessary, require the performance of additional studies by the Public Authority before the PCPC decides whether a is an authorized project to process for tendering.</p> <p>3. The PPP Department establishes a methodology to evaluate the value for money for PPP projects that should be implemented by all contracting authorities during the preparation of the feasibility study.</p> <p>Furthermore, According to Section 5 of Directive One states that the feasibility study shall contain the following:</p> <p>a) A needs analysis, including the strategic objectives of public authority, budget and affordability, outcome specifications, and an institutional capacity-related analysis of the public authority to procure, implement, manage, impose, monitor and report on PPP.</p>

	b) Financial feasibility and value valuation that reflects the value for money of the project under one comparative public sector model (when needed), risk assessment analysis, model risk-adjusted public sector comparisons, risk-adjusted PPP model as well as economic assessment.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	No Data
12.3. Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision (if any)	<p>Section 5 of Directive one states:</p> <p>The feasibility study will contain, where applicable, the following:</p> <p>(i) General project information, including a detailed description of the project and his/her goals, the title/name of the public authority, the name and the official function of the person he represents the public authority, names and official functions of the person(s) who are members of the project team of public authority;</p> <p>(ii) The economic and engineering feasibility of the proposed PPP project;</p> <p>(iii) A needs analysis, including the strategic objectives of public authority, budget and affordability, outcome specifications, and an institutional capacity-related analysis of the public authority to procure, implement, manage, impose, monitor and report on PPP;</p> <p>(iv) Due diligence for the project, including due diligence legal, regulatory, economic and environmental issues and a stakeholder consultation;</p> <p>(v) A matrix on project risk delivery;</p> <p>(vi) Financial feasibility and value valuation that reflects the value for money of the project under one comparative public sector model (when needed), risk assessment analysis, model risk-adjusted public sector comparisons, risk-adjusted PPP model as well as economic assessment.</p> <p>(vii) details of any proposed amount, form, and duration of necessary support economic;</p> <p>(viii) The PPP structure, including all options considered, an estimate of each option and a justification of the recommended PPP structure;</p>
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	No Data
12.4. Comparative assessment to evaluate whether a PPP is the best option when	Yes

compared to other procurement alternatives (i.e. value for money analysis, public sector comparator)	
Relevant legal/regulatory provision (if any)	<p>Section 5 of Directive one states: The feasibility study will contain, where applicable, the following:</p> <ul style="list-style-type: none"> (i) General project information, including a detailed description of the project and his/her goals, the title/name of the public authority, the name and the official function of the person he represents the public authority, names and official functions of the person (s) who are members of the project team of public authority; (ii) The economic and engineering feasibility of the proposed PPP project; (iii) A needs analysis, including the strategic objectives of public authority, budget and affordability, outcome specifications, and an institutional capacity-related analysis of the public authority to procure, implement, manage, impose, monitor and report on PPP; (iv) Due diligence for the project, including due diligence legal, regulatory, economic and environmental issues and a stakeholder consultation; (v) A matrix on project risk delivery; (vi) Financial feasibility and value valuation that reflects the value for money of the project under one comparative public sector model (when needed), risk assessment analysis, model risk-adjusted public sector comparisons, risk-adjusted PPP model as well as economic assessment. (vii) details of any proposed amount, form, and duration of necessary support economic; (viii) The PPP structure, including all options considered, an estimate of each option and a justification of the recommended PPP structure;
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	No Data
12.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision (if any)	<p>Pursuant to Article 23 of the PPP Law:</p> <ol style="list-style-type: none"> 1. Before initiating the tendering procedures of any PPP project, the Public Authority shall make a feasibility study of the project which serves as a basis for deciding whether the Potential Project should be implemented and that it is to be submitted to the PPC when filing a request for approval of the PPP project. The reasonableness study should be based on the value-for-money principle as well as addressing the economic, social, technical and financial justification of the potential project and project capability attracting potential private partners and private funding, as well as project compliance with sectoral policies and strategies and

	<p>regulatory and legal framework.</p> <p>2. The PPP Department, acting on behalf of and within the authority of the PCPC, examines the feasibility study of the project and may, if necessary, require the performance of additional studies by the Public Authority before the PCPC decides whether a is an authorized project to process for tendering.</p> <p>3. The PPP Department establishes a methodology to evaluate the value for money for PPP projects that should be implemented by all contracting authorities during the preparation of the feasibility study.</p>
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	No Data
12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	No Data
12.7. Environmental impact assessment	Yes
Relevant legal/regulatory provision (if any)	<p>Section 5 of Directive one states:</p> <p>The feasibility study will contain, where applicable, the following:</p> <p>(iv) Due diligence for the project, including due diligence legal, regulatory, economic and environmental issues and a stakeholder consultation;</p>
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	No Data
12.8. Consultation process with affected communities on	Yes

potential impact of the PPP project	
Relevant legal/regulatory provision (if any)	<p>Section 5 of Directive one states:</p> <p>The feasibility study will contain, where applicable, the following:</p> <p>(i) General project information, including a detailed description of the project and his/her goals, the title/name of the public authority, the name and the official function of the person he represents the public authority, names and official functions of the person(s) who are members of the project team of public authority;</p> <p>(ii) The economic and engineering feasibility of the proposed PPP project;</p> <p>(iii) A needs analysis, including the strategic objectives of public authority, budget and affordability, outcome specifications, and an institutional capacity-related analysis of the public authority to procure, implement, manage, impose, monitor and report on PPP;</p> <p>(iv) Due diligence for the project, including due diligence legal, regulatory, economic and environmental issues and a stakeholder consultation;</p> <p>(v) A matrix on project risk delivery;</p> <p>(vi) Financial feasibility and value valuation that reflects the value for money of the project under one comparative public sector model (when needed), risk assessment analysis, model risk - adjusted public sector comparisons, risk - adjusted PPP model as well as economic assessment.</p> <p>(vii) details of any proposed amount, form, and duration of necessary support economic;</p> <p>(viii) The PPP structure, including all options considered, an estimate of each option and a justification of the recommended PPP structure;</p>
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	No Data
13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The PPP Directive, Section 5
and specify which of the assessments are included in the request for proposals and/or tender documents:	The contents of the reasonable study, which includes the socio-economic and affordability assesment (value for money)

13.1. Are the assessments published online?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
specify the website	n/a
please specify which of the assessments are published online:	0
14. Does the procuring authority include a draft PPP contract in the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 48 of the PPP Law outlines the contents of the PPP Agreement.
If no, please elaborate	n/a
14.1. Are the tender documents published online?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 43 of the PPP Law:</p> <ol style="list-style-type: none"> 1. The Public Authority shall submit to the PPP Department all versions in different languages of the notification of the request for qualification, notification of the request for proposal, Contract as well as other notices required by this law. Within two (2) days of receipt of such notice, the PPP Department will publish all versions in different language of notices on the PPP Department's web site. 2. Within three (3) days after submission of notice to the PPP Department, the Public Authority shall publish the notice in all official languages of the Republic of Kosovo in at least two daily newspapers in Kosovo. 3. The PPP Department establishes standard format for the notices referred to in this Article.
and please specify the website:	www.pppkosova.org
15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?	Yes
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	PPP Kosova Website - section on standardized documents: http://www.pppkosova.org/?cid=1,103
16.1 In a case comparable to the case study assumptions, who	No

is the responsible party for each of the following requirements? Obtaining the required urban permits: Procuring authority (or other Government entity)	
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Pursuant to Article 48 (2.3) of the PPP Law, the content of the agreement (contract) will include: the assistance that the Contracting Authority may provide to the Private Partner in obtaining licenses and permits necessary for the implementation of the Project;
16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)	
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Pursuant to Article 48 (2.3) of the PPP Law, the content of the agreement (contract) will include: the assistance that the Contracting Authority may provide to the Private Partner in obtaining licenses and permits necessary for the implementation of the Project;
16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)	
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes

Relevant legal/regulatory provision (if any)	Pursuant to Article 48 (2.3) of the PPP Law, the content of the agreement (contract) will include: the assistance that the Contracting Authority may provide to the Private Partner in obtaining licenses and permits necessary for the implementation of the Project;
16.4. Obtaining the required land: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Pursuant to Article 48 (2.6) of the PPP Law, the content of the agreement (contract) will include: ownership of immovable property and other assets related to the project and obligations as appropriate, regarding the appropriation of the project site and the necessary facilities;
16.5. Obtaining the required right of way: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Pursuant to Article 48 (2.6) of the PPP Law, the content of the agreement (contract) will include: ownership of immovable property and other assets related to the project and obligations as appropriate, regarding the appropriation of the project site and the necessary facilities;
PPP Procurement	
18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to	No

meet detailed qualifications.	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The bid evaluation committee members require sufficient qualification without specific details.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 19 (2.3) of the PPP Law on the contracting authority is responsible for the establishment of a technically qualified project management team to oversee the transaction process, prepare tender documents and specifications in accordance with applicable norms and execute the procurement process selection of the Private Partner and conclusion of the Agreement with such Private Partner;
The bid evaluation committee members are not required to have any specific qualifications.	No
Please elaborate and provide examples:	n/a
19. Does the procuring authority issue a public procurement notice of the PPP project?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 43 of the PPP Law:</p> <ol style="list-style-type: none"> 1. The Public Authority shall submit to the PPP Department all versions in different languages of the notification of the request for qualification, notification of the request for proposal, Contract, as well as other notices required by this law. Within two (2) days of receipt of such notice, the PPP Department will publish all versions in different language of notices on the PPP Department's web site. 2. Within three (3) days after submission of notice to the PPP Department, the Public Authority shall publish the notice in all official languages of the Republic of Kosovo in at least two daily newspapers in Kosovo. 3. The PPP Department establishes standard format for the notices referred to in this Article.
19.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	www.pppkosova.org
20. Are foreign companies prohibited from participating in the bidding process?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a

21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 26 (2) of the PPP Law, invitations to participate in the pre-selection procedure shall be published according to the relevant provisions of this law in the form of a request for qualification. Interested bidders are not less than twenty (20) days after the publication of the qualification request to prepare and submit their applications.</p>
and the time in calendar days:	<p>20</p>
22.1. In a case comparable to the case study assumptions, which are the procurement procedures available and/or set as default for PPP projects? Open tendering: Available	<p>Yes</p>
Default	<p>No</p>
Relevant legal/regulatory provision (if any)	<p>Pursuant to Article 33 (1) of the Public Procurement Law, unless a provision of Articles 34 – 37 specifically authorizes the use of different procurement procedures, a contracting authority shall select and use open or restricted procedure when conducting procurement activities leading to the award of a public contract.</p>
22.2. Restricted tendering (with pre-qualification stage): Available	<p>No</p>
Default	<p>Yes</p>
Relevant legal/regulatory provision (if any)	<p>Pursuant to Article 26 of the PPP Law:</p> <ol style="list-style-type: none"> 1. After the PPPC has approved and authorized the project and the start of the tendering procedure in compliance with this law, the Public Authority develops a pre-selection procedure which aims to identify the bidders who possess the appropriate qualifications for the successful implementation of the concession or the PPP project. 2. Invitations to participate in the pre-selection procedure shall be published according to the relevant provisions of this law in the form of a request for qualification. Interested bidders are not less than twenty (20) days after the publication of the qualification request to prepare and submit their applications. 3. The qualification request shall include at least the following information: <ol style="list-style-type: none"> 3.1. A description of the Project; 3.2. Data on other essential elements of the project, such as services to be provided by the private partner, basic performance measures as well as financial arrangements provided by the Public Authority;

	<p>3.3. A summary of the main terms of the proposed agreement, if they are already known;</p> <p>3.4. The manner and the time for submission of pre-selection applications, including delivery terms, expressed in exact date and time;</p> <p>3.5. The way and place for searching for pre-selection documents;</p> <p>3.6. Pre-selection criteria according to Article 27 of this Law;</p> <p>3.7. The proposed time period for the tendering process; and</p> <p>3.8. The request for the incorporation of the successful bidder.</p>
22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	<p>According to Article 30 (4) of the PPP Law, when using the two-stage procedure, the following provisions apply:</p> <p>4.1. The initial request for proposals should require the bidders to submit their initial proposals regarding the project specifications, performance indicators, financial conditions and other features of the project, as well as the main terms of the proposed contract in the first stage of the procedure by the Public Authority.</p> <p>4.2. The Public Authority may convene meetings and hold discussions with any Bidder for clarification of the questions regarding the initial proposal for the initial proposal or proposals and the accompanying documents submitted by the Bidders. The public authority shall prepare the minutes of any such meeting or discussion, which shall contain the questions submitted and the clarifications given by the Public Authority;</p> <p>4.3. After reviewing the proposals received, the Public Authority may review, and where appropriate, amend the initial proposal request by deleting or changing any aspect of the initial design specifications, performance indicators, financing terms or other features of the project, including the main terms of the contract as well as any criterion for evaluating and comparing the proposals, as well as for determining the successful bidder, defined in the initial proposal, as well as adding features or criteria. The public authority in the record of the selection procedure should include justifications for any change in the request for proposals. Any such deletion, amendment or supplement should be noted in the invitation to submit final proposals;</p> <p>4.4. In the second phase of the procedure, the Public Authority invites the Bidder to submit their final proposals with respect to a single set of project specifications, performance indicators or terms of contract, in accordance with Articles 31 to 38 of this Law.</p>
22.4. Competitive dialogue: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.5. Direct negotiation with more than one candidate: Available	No
Default	No

Relevant legal/regulatory provision (if any)	n/a
22.6. Direct negotiation with only one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.7 Other. Specify:	No
Available	n/a
Default	n/a
Relevant legal/regulatory provision (if any)	n/a
22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 31 of the PPP Law:</p> <ol style="list-style-type: none"> 1. The request for proposals shall contain at least the following information: <ol style="list-style-type: none"> 1.1. General information that may be required by bidders to prepare and submit their proposals, including information on deadlines for submission of proposals; 1.2. Project specifications and performance indicators, as appropriate, including public authority conditions on safety and security standards as well as environmental protection; 1.3. The terms of the contract proposed by the Public Authority, including an explanation of the terms which are considered non-negotiable; 1.4. The criteria for evaluating the proposals, determined by the Contracting Authority for Identification of irresponsible proposals; Relative weight given to each criterion of assessment; And the manner in which the criteria apply to the evaluation and rejection of the proposals.
If no, please elaborate:	n/a
22.9. Do the tender documents specify the prequalification/shortlisting criteria (when applicable) in order to make them available to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 26 of the PPP Law:</p> <ol style="list-style-type: none"> 1. After the PPPC has approved and authorized the project and the start of the tendering procedure in In compliance with this law, the Public Authority develops a pre-selection procedure which aims to identify the bidders who possess the appropriate qualifications for the successful implementation of the concession or

	<p>the PPP project.</p> <p>2. Invitations to participate in the pre-selection procedure shall be published according to the relevant provisions of this law in the form of a request for qualification. Interested bidders are not fewer than twenty (20) days after the publication of the qualification request to prepare and submit their applications.</p> <p>3. The qualification request shall include at least the following information:</p> <p>3.1. A description of the Project;</p> <p>3.2. Data on other essential elements of the project, such as services to be provided by the private partner, basic performance measures as well as financial arrangements provided by the Public Authority;</p> <p>3.3. A summary of the main terms of the proposed agreement, if they are already known;</p> <p>3.4. The manner and the time for submission of pre-selection applications, including delivery terms, expressed in exact date and time;</p> <p>3.5. The way and place for searching for pre-selection documents;</p> <p>3.6. Pre-selection criteria according to Article 27 of this Law;</p> <p>3.7. The proposed time period for the tendering process; and</p> <p>3.8. The request for the incorporation of the successful bidder</p>
<p>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</p>	<p>Yes</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	<p>All of our contributors responded that the criteria are respected</p>
<p>If no, please elaborate:</p>	<p>n/a</p>
<p>23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Pursuant to Article 33 of the PPP Law:</p> <p>1. The Public Authority may, on its own initiative or upon request of clarification from a Bidder, review and, where appropriate, modify any element of the request for proposals.</p> <p>2. Any change shall be immediately communicated to all candidates who have received the request for proposals. If the Public Authority deems it necessary to amend the documents and when this is done after the expiration of two thirds (2/3) or more of the time period for the preparation of the bids, then the Public Authority postpones the deadline for submitting the bids for a third (1/3) of the initial period.</p> <p>3. In the record of the selection procedure, the Public Authority shall submit the justifications for any change in the request for proposals. All such deletions, alterations or additions should be communicated to the bidders in the same manner as the request for proposals.</p>

23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 33 of the PPP Law:</p> <ol style="list-style-type: none"> 1. The Public Authority may, on its own initiative or upon request of clarification from a Bidder, review and, where appropriate, modify any element of the request for proposals. 2. Any change shall be immediately communicated to all candidates who have received the request for proposals. If the Public Authority deems it necessary to amend the documents and when this is done after the expiration of two thirds (2/3) or more of the time period for the preparation of the bids, then the Public Authority postpones the deadline for submitting the bids for a third (1/3) of the initial period. 3. In the record of the selection procedure, the Public Authority shall submit the justifications for any change in the request for proposals. All such deletions, alterations or additions should be communicated to the bidders in the same manner as the request for proposals.
23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	<p>Yes</p>
If yes, please specify:	<p>Majority of our contributors confirmed that this is generally done in practice</p>
If no, please elaborate:	<p>n/a</p>
24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?	<p>Yes</p>
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	<p>According to Article 30 (4.2), in a case of a two-phase procedure: The Public Authority may convene meetings and hold discussions with any Bidder for clarification of the questions regarding the initial proposal for the initial proposal and the accompanying documents submitted by the Bidders. The public authority shall prepare the minutes of any such meeting or discussion, which shall contain the questions submitted and the clarifications given by the Public Authority;</p>
24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and	<p>Yes</p>

the results of the pre-bid conference to all bidders?	
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Article 30 (4.2), in a case of a two-phase procedure: The Public Authority may convene meetings and hold discussions with any Bidder for clarification of the questions regarding the initial proposal for the initial proposal or proposals and the accompanying documents submitted by the Bidders. The public authority shall prepare the minutes of any such meeting or discussion, which shall contain the questions submitted and the clarifications given by the Public Authority;
24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	Yes
If yes, please specify:	Majority of our contributors indicated that this is done in practice
If no, please elaborate:	n/a
25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If no, please elaborate:	No mention of a requirement to submit a financial model with the proposal within the PPP Law
26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 29 of the PPP Law, The Public Authority shall make decisions regarding the qualifications of each Bidder who has submitted a pre-selection application. When making this decision, the Public Authority uses only the criteria set out in the application for qualification. All pre-selected bidders are subsequently invited by the Public Authority to submit their proposals in accordance with Articles 30 to 39 of this law. Furthermore, pursuant to Article 36 (1) of the PPP Law, the Public Authority compares and evaluates each proposal in accordance with the evaluation criteria. The relative weight given to each of those criteria and the assessment process described in the proposal request.

Evaluation criteria is not set in the tender documents	No
27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.	No
Please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.	No
Please provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority does not award a PPP contract if only one proposal is submitted.	Yes
Please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 39 of the PPP Law, the Public Authority shall terminate a procurement activity prior to the award of an Agreement, if during the conduct of a procurement activity, there are fewer than two (2) qualified bidders.
The regulatory framework does not include any provisions.	No
28. Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 3 (IV) of Directive No. 4, notification of Contract Award or Cancellation of Procurement Activity will be published by PPP Department, after being informed by the Contracting Authority of all operators individually for the evaluation of their proposals. The contract award notice must include at least the following information: 1. Information on the Contact Authority; 2. Short Description of Project; 3. Evaluation Criteria; 4. Data on the most successful Economic Operator in accordance with the PPC; 5. Information about complaints. Furthermore,

	<p>according to Article 4 of Directive No. 4, Publication Notice will be considered submitted to the PPP Department: 1. On the filing date, in the case of handover, 2. On the date of receipt of the notice in the case of delivery by registered mail, and 3. At the date that representatives of the PPP Department confirm receipt of the email or fax to receive the notification. Lastly, According to Article 5 of Directive No. 4, within two (2) days of receipt of the above notices, the PPP Department shall publish all versions of the notices, in the languages submitted on the website www.pppkosova.org. Within three (3) days after submission of notice to the PPP Department, the Public Authority shall Publish the notice in all official languages of the Republic of Kosovo in at least two daily newspapers in Kosovo.</p>
28.1. If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	www.pppkosova.org
29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
If no, please elaborate:	n/a
29.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 26 (4.1) of the Public Procurement Law, the persons having signing authority under paragraph 1 and 2 or 3 of this Article may sign such contract only if the following condition is met: at least ten (10) days have passed since the date of publication of the concerned contract award notice; provided, however, that this condition shall not apply to an emergency procurement conducted pursuant to Article 35.2.1(iii); or to procurement activity conducted pursuant to Article 36 or to minimal value contracts;

and the time in calendar days:	10
30.1. Is the standstill period set out in the notice of intention to award?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of the PPP contract in order to prevent an unfair disadvantage to the other bidders?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
31.1. Based on your experience, is it always the case that this restriction is respected in practice?	n/a
If yes, please specify:	n/a
If no, please elaborate:	n/a
32. Does the procuring authority publish the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	www.pppkosova.org
32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP contract including all its annexes and appendixes	Yes
Publication of the full PPP contract without including all its annexes and appendixes	No
Publication of a summary of the PPP contract without publishing the full PPP contract	No

Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes	No
Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes	No
32.2. If yes, is it published online?	Yes
If yes, please specify the website:	www.pppkosova.org
32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
PPP Contract Management	
41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 19 of the PPP Law on the responsibilities of the contracting authority:</p> <ol style="list-style-type: none"> 1. The Contracting Authority shall enjoy all rights set forth in the Agreement, including without limit, the right to inspect the activities of the Private Partner under the Agreement and to ensure its strict compliance with the terms of the Agreement. 2. The Contracting Authority shall strictly comply with the terms of the Agreement and shall fulfill its obligations, as stipulated therein. Additional responsibilities of the Contracting Authority shall include: <ol style="list-style-type: none"> 2.1. execution of preparatory activities for a potential Project, including all relevant feasibility and options studies, financial models, value-for-money analysis and other studies necessary to structure a technically and financially viable Project; 2.2. submission of proposed Projects and requested Economic Support for approval by the PPC, in accordance with this law and subsequent regulations; 2.3. establishment of a technically qualified project management team to oversee the transaction process, prepare tender documents and specifications in

	<p>accordance with applicable norms and execute the procurement process selection of the Private Partner and conclusion of the Agreement with such Private Partner;</p> <p>2.4. establishment of a professionally qualified contract management team to monitor and enforce strict compliance by the Private Partner with the terms of the Agreement;</p> <p>2.5. provision of information, as reasonably requested, by the PPPC and PPP Department; and</p> <p>2.6. coordination of activities and compliance with regulations issued by the PPPC and clarifications and guidance issued by the PPP Department.</p> <p>3. The Public Authority shall award an Agreement to a Private Partner only if the corresponding PPP Project has been approved by the PPPC and the procedural and material requirements of the present law have been complied with.</p> <p>4. The Public Authority shall comply with all regulations, clarifications and decisions issued by the PPPC in accordance with the present law and shall apply standards and procedures, if applicable, developed by the PPP Department.</p> <p>5. The Contracting Authority shall be directly responsible for any budgetary appropriations required to meet the costs associated with a Project's preparation, implementation and oversight. In the event that there are more than one Contracting Authorities for a specific Project, the costs associated with a Project's preparation, implementation and oversight shall be borne by all Contracting Authorities in equal proportions, unless otherwise agreed between such Contracting Authorities. In the event that the PPPC is the Contract Authority with respect to a Project, the allocation of costs related to the implementation of the Project shall be determined by decision of the PPPC.</p>
<p>41.1. If yes, which of the following tools does it include (check all that apply)?: Establishment of a PPP contract management team</p>	<p>Yes</p>
<p>Relevant legal/regulatory provisions (if any):</p>	<p>Pursuant to Article 19 (2.4) of the PPP Law on the responsibilities of the contracting authority: establishment of a professionally qualified contract management team to monitor and enforce strict compliance by the Private Partner with the terms of the Agreement. Furthermore, Directive No. 02/2011 contains details on the establishment, composition, financing and reporting requirements of a PPP Project Management team.</p>
<p>Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa</p>	<p>Yes</p>
<p>Relevant legal/regulatory provisions (if any):</p>	<p>Pursuant to Article 19 (2.3) of the PPP Law, the contracting authority is responsible for the establishment of a technically qualified project management team to oversee the transaction process, prepare tender documents and specifications in accordance with applicable norms and execute the procurement process selection of the Private Partner and conclusion of the Agreement with such Private Partner;</p>

	<p>Furthermore, pursuant to Article 19 (2.4) of the PPP Law, the contractin authority is responsible for establishment of a professionally qualified contract management team to monitor and enforce strict compliance by the Private Partner with the terms of the Agreement.</p>
<p>Elaboration of a PPP implementation manual or an equivalent document</p>	<p>Yes</p>
<p>Relevant legal/regulatory provisions (if any):</p>	<p>Pursuant to Directive 2:</p> <p>Article 2: Creation of Project Management Teams</p> <p>1. Any public authority, which has entered into an agreement on PPPs in accordance with the Law on PPP and other rules drawn up by the PPP-ISC, must establish and maintain throughout the duration of such agreement PPP a Project Management Team. The public authority may assign them to such a management team of the project, qualified and experienced civil servants, in accordance with the applicable procurement rules, and contract legal and physical persons with appropriate qualifications to provide the required Team services for Project Management.</p> <p>2. The Project Management Team will be responsible for monitoring the implementation of the PPP agreement and for ensuring fulfillment of the terms of this agreement by the private partner. The Central PPP Unit will determine detailed terms of reference for such project management teams.</p> <p>Article 5: Reporting and Guidance</p> <p>1. The Project Management Team shall report on a regular basis, or as required, to the public authority and PPP-PPP through the PPP Central Unit on issues related to the implementation of the PPP agreement. In case the Project Management Team learns of facts that may result in failure to PPP agreement by the private partner, or for any other form of breach of compliant obligations with the PPP agreement, it must immediately inform the public authority and the PPP-PPP in writing, through the PPP Central Unit, in relation to such facts and potential consequences, and will recommend actions that should be undertaken.</p> <p>Furthermore, pursuant to Directive 5:</p> <p>Article 2: Regular Reporting Public Authority that has entered into a contractual or institutional agreement for Public-Partnership Private should report on regular annual basis to the Public-Private Partnership Committee through Central Department for PPP on issues related to the implementation of that project. The PPPC has the right, besides regular reporting, to request from the Contracting Authority to report on specific issues that are not related to this reporting, as defined in Article 17 paragraph 2.9 i law no. 04 / L-045. Article 4 contains details on the information that is supposed to be a part of the report (contents of the report).</p>
<p>Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)</p>	<p>No</p>

Relevant legal/regulatory provisions (if any):	n/a
Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)	No
Relevant legal/regulatory provisions (if any):	n/a
41.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please select only one): The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications.	No
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are required to meet sufficient qualification without specific details.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 4 of Directive No.2/2011, the Project Management Team shall be composed of qualified and experienced experts in the field of project management, contract law, finance and budget, and have the necessary technical and engineering experience as may be required for the specific PPP project.
The PPP contract management team members are not required to meet any specific qualifications.	No
Please elaborate and provide examples:	n/a
42. Does the procuring or contract management authority establish a system for tracking	Yes

progress and completion of construction works under a PPP contract?	
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 48 of the PPP Law, the PPP agreement shall contain: the right of the Contracting Authority or the other Public Authority to monitor the works and services provided by the private partner and the conditions and measures to which the Contracting Authority or other authorized public authority may order changes in terms of the works and conditions of service or take other reasonable actions deemed appropriate to ensure that the infrastructure facility is being operated properly and that services are being provided in accordance with applicable legal and contractual requirements;</p>
42.1. If yes, is the PPP contract construction performance information made available to the public?	<p>No</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
42.2. If yes, is the PPP contract construction performance information made publicly available online?	<p>n/a</p>
If yes, please specify the website:	<p>n/a</p>
43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 19 of the PPP Law on the responsibilities of the contracting authority:</p> <ol style="list-style-type: none"> 1. The Contracting Authority shall enjoy all rights set forth in the Agreement, including without limit, the right to inspect the activities of the Private Partner under the Agreement and to ensure its strict compliance with the terms of the Agreement. 2. The Contracting Authority shall strictly comply with the terms of the Agreement and shall fulfill its obligations, as stipulated therein. Additional responsibilities of the Contracting Authority shall include: <ol style="list-style-type: none"> 2.1. execution of preparatory activities for a potential Project, including all relevant feasibility and options studies, financial models, value-for-money analysis and other studies necessary to structure a technically and financially viable Project; 2.2. submission of proposed Projects and requested Economic Support for approval by the PPPC, in accordance with this law and subsequent regulations; 2.3. establishment of a technically qualified project management team to oversee

	<p>the transaction process, prepare tender documents and specifications in accordance with applicable norms and execute the procurement process selection of the Private Partner and conclusion of the Agreement with such Private Partner;</p> <p>2.4. establishment of a professionally qualified contract management team to monitor and enforce strict compliance by the Private Partner with the terms of the Agreement;</p> <p>2.5. provision of information, as reasonably requested, by the PPPC and PPP Department; and</p> <p>2.6. coordination of activities and compliance with regulations issued by the PPPC and clarifications and guidance issued by the PPP Department.</p> <p>3. The Public Authority shall award an Agreement to a Private Partner only if the corresponding PPP Project has been approved by the PPPC and the procedural and material requirements of the present law have been complied with.</p> <p>4. The Public Authority shall comply with all regulations, clarifications and decisions issued by the PPPC in accordance with the present law and shall apply standards and procedures, if applicable, developed by the PPP Department.</p> <p>5. The Contracting Authority shall be directly responsible for any budgetary appropriations required to meet the costs associated with a Project's preparation, implementation and oversight. In the event that there are more than one Contracting Authorities for a specific Project, the costs associated with a Project's preparation, implementation and oversight shall be borne by all Contracting Authorities in equal proportions, unless otherwise agreed between such Contracting Authorities. In the event that the PPPC is the Contract Authority with respect to a Project, the allocation of costs related to the implementation of the Project shall be determined by decision of the PPPC.</p>
43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed against evaluation criteria set in the tender documents and the PPP contract	<p>Yes</p>
Relevant legal/regulatory provisions (if any)	<p>No regulatory basis</p>
The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract	<p>No</p>
Relevant legal/regulatory provisions (if any)	<p>n/a</p>
The private partner must provide the procuring or contract management	<p>Yes</p>

authority with periodic operational and financial data	
Relevant legal/regulatory provisions (if any)	<p>Pursuant to Article 19 of the PPP Law on the responsibilities of the contracting authority:</p> <p>1. The Contracting Authority shall enjoy all rights set forth in the Agreement, including without limit, the right to inspect the activities of the Private Partner under the Agreement and to ensure its strict compliance with the terms of the Agreement.</p> <p>2. The Contracting Authority shall strictly comply with the terms of the Agreement and shall fulfill its obligations, as stipulated therein. Additional responsibilities of the Contracting Authority shall include: With the terms of the Agreement;</p> <p>2.5. provision of information, as reasonably requested, by the PPPC and PPP Department;</p>
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	Yes
Relevant legal/regulatory provisions (if any)	Article 5 of the Directive no. 2/2011 "On Project Management Teams" discusses the issue of the relevant authority on gathering the require information
The PPP contract performance information must be available to the public	No
Relevant legal/regulatory provisions (if any)	n/a
43.2. Is PPP contract performance information made publicly available online?	No
If yes, please specify the website:	n/a
44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a

<p>45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first five years of operation).</p>	<p>n/a</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</p>	<p>n/a</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>In other cases, flexibility to change the ownership structure and/or assign the contract.</p>	<p>n/a</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>

46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>One of the main responsibilities of the PPPC is, pursuant to Article 17 (2.10) of the PPP Law, reviewing and approving the proposed amendments and amendments to the Arrangements based on the Money Value Principle and related factors.</p>
46.1. If yes, is an approval from a government authority, other than the procuring authority, required?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>According to Article 17 of the PPP Law, the PPPC has to review and approve</p>
46.2. If yes to question 46, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.	<p>No</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>n/a</p>
A change in the risk allocation of the contract.	<p>No</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>n/a</p>
A change in the financial and/or economic balance of the contract.	<p>No</p>
If yes, please provide the relevant legal/regulatory/standard	<p>n/a</p>

d contractual provisions (if any):	
A change in the duration of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Pursuant to Article 9 (2) of the PPP Law, upon approval of the PPPC, a contracting authority may extend the duration of the agreement for an additional period of no more than ¼ (one quarter) of the initial term, specified in the agreement for the following reasons:</p> <p>2.1. delays in termination or interruption in operation, due to circumstances beyond reasonable control of either party;</p> <p>2.2. the suspension of the project resulting from the actions of the Contracting Authority or other public authorities ; or</p> <p>2.3. the increase of the cost resulting from the requirements of the Contracting Authority that were not originally foreseen in the agreement, if the private partner cannot repay those costs without the extension in question;</p> <p>2.4. any other reason necessary for the protection of the public interest.</p>
A change in the agreed price or tariff.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
46.3. Can the procuring authority unilaterally modify a PPP contract?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Material Adverse government action.	No
If yes, please provide the relevant legal/regulatory/standard	n/a

d contractual provisions (if any):	
Change in the Law.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Pursuant to 12 paragraph 3 of the law on Public Private Partnership, if approved by the PPP Committee, the Public Authority may provide compensation to the Private Partner in the event that its financial condition is negatively and materially affected by unforeseeable changes in legislation or regulations which directly impact the Public Infrastructure or the public services it provides.
Refinancing.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Subcontracting and replacement of the subcontractors.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Pursuant to Article 15 of the PPP Law the public authority may either: 1.1. to require the works concessionaire to award third-party contracts that are at least 30% of the total value of the work for which the concession was granted and at the same time give the opportunity to the bidders to increase this percentage, or 1.2. to require bidder for a concession of works to determine in their bids the percentage, if any, of the total value of the work for which the concession they intend to convey to third parties.
48. Does the regulatory framework (including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the implementation of PPP contracts?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 46 of the PPP Law discusses the issues of disputes. More specifically: 1. If a person who participates in the contract award procedures provided for in this Law considers that he has been harmed by a decision or omission of a Public Authority contrary to the provisions of Title IV, Chapter II of this Law, the person concerned may submit a complaint to the Procurement Review Body in accordance with the Law on Public Procurement. 2. The PRB reviews and decides on the appeal in accordance with the Law on Public Procurement. 3. The decision of the PRB may be subject to review by the Supreme Court of Kosovo according to the Law on Public Procurement. 4. If the Procurement Review Body (PRB) finds that an agreement has been signed by the Authority Public Contrary to Part IV, Chapter II of this Law, this Agreement cannot be applied unless the Supreme Court of Kosovo decides that the decision of the PRB is in contravention of the facts or the law and that the agreement is

	<p>applicable because:</p> <p>4.1. the contract has already been fully or substantially completed and</p> <p>4.2. taking into account the possible negative consequences on the various interests, including the public interest, concludes that the negative consequences outweigh the benefits that can be achieved.</p>
48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body	No
If yes, please specify:	n/a
Local courts	Yes
Domestic arbitration	Yes
International arbitration	No
Investor-State Dispute Settlement (ISDS)	Yes
Mediation	Yes
Please provide the relevant legal/regulatory/standard contractual provisions (if any)	<p>Kosovo is a member of ICSID</p> <p>Furthermore, Article 48 (2.20) of the PPP Law states that the following shall be established in the contract/agreement:</p> <p>Applicable law and dispute resolution mechanisms that may arise between the Contracting Authority and the Private Partner;</p>
48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration	Yes
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	<p>Pursuant to Article 38 of Law no. 02/L-75 "On Arbitration":</p> <p>38.1. An arbitral award made by an arbitral tribunal in Kosovo shall be enforced when declared enforceable by the Court.</p> <p>38.2. A request to declare an arbitral award enforceable shall be rejected and the award shall be set aside if the Court determines that one or more grounds for setting aside an award pursuant to Article 36, Paragraph (2), are satisfied. A request to declare an arbitral award enforceable shall be accompanied by the arbitral award or a certified copy of it.</p>
International arbitration	Yes
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	<p>Pursuant to Article 39 of Law no. 02/L-75 "On Arbitration":</p> <p>39.1. Kosovo courts shall recognize arbitral awards made outside of Kosovo as effective and enforce them if such awards are recognized and are published as enforced according to paragraph 2 till 5 of this Article.</p> <p>39.2. The request for recognition and enforcement of an arbitral award made outside of Kosovo shall be submitted to the Economic Court.</p> <p>39.3. To the request for recognition and enforcement of an arbitral award interested party shall attach:</p> <p>a). the authenticated original award or a duly certified copy thereof;</p> <p>b). the original arbitration agreement or a duly certified copy thereof; and</p>

	<p>c). a duly certified translation of the arbitration agreement and the arbitral award into an official language of Kosovo if the award or agreement is not made in an official language of Kosovo.</p> <p>39.4. Recognition and enforcement of the award may be refused, at the request of the party against whom it is invoked, if that party proves that:</p> <p>a). a party to the arbitration agreement, under the law applicable to this agreement, did not have the capacity to act; or the arbitration agreement was not valid under the law determined as applicable by the parties or, in the absence of such determination, under the applicable law in the territory where the award was made;</p> <p>b). the party against whom the award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present its case;</p> <p>c). the award deals with an issue not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be recognized and enforced;</p> <p>d). the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the law applicable to it; and</p> <p>e). the award has not yet become binding on the parties, or has been set aside or suspended by a competent authority of the territory in which, or under the law of which, the award was made.</p> <p>39.5. Recognition and enforcement of an arbitral award shall be refused if the Court finds that:</p> <p>a). the subject matter is not capable of a settlement by arbitration under the applicable law in Kosovo; or</p> <p>b). the recognition or enforcement of the award would be contrary to the public policy (ordre public) of Kosovo.</p>
Investor-State arbitration	Yes
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	Kosovo is a member of ICSID
49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV) in financial difficulty prior to insolvency?	No
If yes, please specify and provide the relevant legal/regulatory/standar	n/a

d contractual provisions (if any):	
50. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Pursuant to Article 48 of the PPP Law, the PPP agreement shall contain: 2.22 conditions and procedures for exercising the rights of intervention by the Authority Contractor or for the replacement of a private partner by the entities providing funding for the Project; 2.24 conditions and procedures for transferring the obligations of the agreement from the private partner;
50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that a direct agreement should be signed with the lenders.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	Yes
If yes, please specify and provide the relevant	Pursuant to Article 48 of the PPP Law, the PPP agreement shall contain: 2.22 conditions and procedures for exercising the rights of intervention by the

legal/regulatory/standard contractual provisions (if any):	Authority Contractor or for the replacement of a private partner by the entities providing funding for the Project; 2.24 conditions and procedures for transferring the obligations of the agreement from the private partner;
Other.	No
Please Specify:	n/a
51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	Pursuant to Article 49 of the PPP Law: Early termination of the agreement by the Contracting Authority is done only after the prior approval of the PCPC, if the early termination of the agreement results in the payment of compensation to the private partner or results in the creation of any other financial obligation for the Contracting Authority or any other Public Authority.
51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Unsolicited Proposals	
34. Are unsolicited proposals in Kosovo: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)	No
Explicitly allowed by the legal framework?	No
Not regulated by the legal framework, but do happen in practice?	No
Not regulated by the legal framework, and do not happen in practice?	Yes

(if not done in practice, skip to section F)	
If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions	No mention of the issue either in the PPP Law or Public Procurement Law
35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)	n/a
If yes, please specify and provide the relevant legal/regulatory provisions (if any)	n/a
35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
36. Which of the following options best describe how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.	n/a
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing	n/a

specific procedures to achieve that goal.	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority does not evaluate unsolicited proposals against existing government priorities.	n/a
Please elaborate and provide examples:	n/a
37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.	n/a
39.2 Developer's fee (reimbursing the original proponent for the project development cost).	n/a
39.3 Bid Bonus.	n/a

39.4 Swiss challenge (if unsuccessful, the original proponent has the option to match the winning bid and win the contract).	n/a
39.5 Other.	n/a
Please specify:	n/a
Please provide the relevant legal/regulatory provisions (if any):	n/a