

## PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN SERBIA

SURVEY QUESTION	ANALYSIS
<b>PPP Regulatory Framework</b>	
<b>2. Does the regulatory framework in your country allow procuring PPPs?</b>	<p>Yes</p>
<b>If yes, please specify the relevant regulatory framework and the year of adoption:</b>	<p>Serbia has developed a specific regulatory framework governing PPP Procurement. This framework primarily consists of: 1) PPP and Concession Law (“Official gazette of the Republic of Serbia” no. 88/2011, 15/2016 and 104/2016) [hereinafter “PPP Law”]; 2) Rules of Procedure on the Operation of the Commission for Public-Private Partnerships, issued by the Commission for Public-Private Partnerships in accordance with Article 65(6) of the PPP Law [hereinafter “PPP Commission Rules”]; 3) Law on Public Procurement (“Official gazette of the Republic of Serbia”, no. 124/2012, 14/2015 and 68/2015) [hereinafter “Public Procurement Law”]; 4) Law on Investments (“Official gazette of the Republic of Serbia”, no. 89/2015) [hereinafter “Investments Law”]; 5) Law on Public Utilities (“Official gazette of the Republic of Serbia”, no. 88/2011 and 104/2016) [hereinafter “Public Utilities Law”]; and 6) Decree on the Supervision of the Implementation of Public Contracts on PPPs (“Official gazette of the Republic of Serbia”, no. 47/2013) [hereinafter PPP Implementation Decree”]. These regulations shall shape the regulatory framework governing PPPs in Serbia for purposes of this analysis.</p>
<b>and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:</b>	<p>PPP Law  <a href="http://www.ppp.gov.rs/doc/PPP%20and%20Concession%20Law%20PARLIAMENT.pdf">http://www.ppp.gov.rs/doc/PPP%20and%20Concession%20Law%20PARLIAMENT.pdf</a>            Commission for PPP <a href="http://www.ppp.gov.rs/en/legal-framework">http://www.ppp.gov.rs/en/legal-framework</a>);            Republic Commission for the Protection of Rights in Public Procurement Procedures <a href="http://www.kjn.gov.rs/en/regulations.html">http://www.kjn.gov.rs/en/regulations.html</a>);            Decree on the Supervision of the Implementation of Public Contracts on PPPs link:  <a href="http://www.ttigroup.co.rs/wp-content/uploads/uredba_o_nadzoru_javnih_ugovora_JPP_071_lat.pdf">http://www.ttigroup.co.rs/wp-content/uploads/uredba_o_nadzoru_javnih_ugovora_JPP_071_lat.pdf</a>            Investment Law link: <a href="http://www.paragraf.rs/propisi/zakon_o_ulaganjima.html">http://www.paragraf.rs/propisi/zakon_o_ulaganjima.html</a></p>
<b>2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs</b>	<p>Yes</p>

<p><b>that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?</b></p>	
<p><b>Please describe:</b></p>	<p>Two amendments to the PPP Law (Law on Public-Private Partnership and Concession) in 2016 (January 2016 and December 2017). The amendments did not appear to change the overall substance of the Law.</p>
<p><b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b></p>	<p>No</p>
<p><b>Please describe:</b></p>	<p>n/a</p>
<p><b>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.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>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</b></p>	<p>No</p>

<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>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.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>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</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Article 3 of PPP Law provides, "This law shall not apply to public-private partnerships with or without elements of concession if: 3) the subject of that partnership was the use of a public telecommunications network or the provision of telecommunications services." Contributors confirm thus that telecom is excluded from PPP contracts.
<b>3.5 Besides national defense and other matters of national</b>	No

<b>security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other</b>	
<b>If yes, specify and provide the relevant legal/regulatory provisions:</b>	n/a
<b>4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provision (if any):</b>	n/a
<b>5. Please identify the PPP procuring authorities in Serbia and provide their website(s) (if available):</b>	<p>Article 13 of the PPP Law provides,</p> <p>“A public body can independently initiate a procedure for the implementation of a PPP project with elements of concession for the use of natural resources or assets in general use or performance of activity of general interest from within its scope of activity.</p> <p>The concession granting authority can be:</p> <ol style="list-style-type: none"> <li>1) the Government, in the name of the Republic of Serbia, when the public bodies and the subject of the concession fall within the competences of the Republic of Serbia,</li> <li>2) the Government of the autonomous province, in the name of the autonomous province, when the public bodies and the subject of the concession fall within the competences of the autonomous province;</li> <li>3) the assembly of the local self-government unit, when the public bodies and the subject of the concession fall within the competences of the local self-government unit, and</li> <li>4) a public enterprise, or a legal person authorized by special concession granting regulations.” </li></ol>
<b>6. In addition to the PPP procuring</b>	Yes

<b>authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?</b>	
<b>If yes, please indicate its name, and its website (if available):</b>	The Commission for Public Private Partnerships, <a href="http://www.ppp.gov.rs/en">http://www.ppp.gov.rs/en</a> [hereinafter "PPP Commission"].
<b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b>	Yes
<b>6.2 PPP capacity building for other public authorities.</b>	Yes
<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	Yes
<b>6.4 Technical support in implementing PPP projects.</b>	Yes
<b>6.5 Identification and selection of PPP projects from the pipeline.</b>	No
<b>6.6 Revision of fiscal risks born by the Government.</b>	No
<b>6.7 Consultation with affected communities on potential</b>	No

<b>impact of PPP projects.</b>	
<b>6.8 Approval of PPP projects.</b>	Yes
<b>6.9 Undertaking the procurement of PPPs.</b>	No
<b>6.10 Oversight of PPP implementation</b>	No
<b>6.11 Other</b>	No
<b>6.11 please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions:</b>	<p>Article 68 of the PPP Law lists the competencies of the PPP Commission and provides, The Commission:</p> <ol style="list-style-type: none"> <li>1) assists in the preparation of proposals for PPP in order to facilitate the development of public-private partnerships and public contracts;</li> <li>2) provides information and consultation on issues of public-private partnerships with or without concession elements;</li> <li>3) gives its opinion in the procedure of approval of proposed PPP projects without elements of concession and in the procedure of proposing the concession document to the relevant authorities for approval.</li> <li>4) identifies and facilitates the implementation of the international best practice for the Republic of Serbia in the field of public-private partnerships with or without concession elements;</li> <li>5) develops methodological materials in the field of public-private partnerships;</li> <li>6) cooperates with other public administration institutions and with non-government organizations in the field of public-private partnerships;</li> <li>7) at the request of the public body, or of the concession granting authority, provides recommendations on projects.</li> <li>8) submits to the Government its annual report on projects implemented in accordance with this law in the Republic of Serbia;</li> <li>9) cooperates with the authorities of the Republic of Serbia in charge of budget inspection, the State Audit Institution, the services of the autonomous province and of the units of local self-government in charge of budget inspection and with other national and international authorities, organizations and institutions in the performance of tasks from within its competences;</li> <li>10) publishes at its web-pages the annual report from item 8) of this article after it is endorsed by the Government, as well as other data and information which it deems are relevant for the implementation of this law;</li> <li>11) performs also other tasks in accordance with this law.</li> </ol>
<b>PPP Preparation</b>	
<b>8. Does the Ministry of Finance or Central</b>	Yes

<b>Budgetary Authority approve the PPP project before launching the procurement process?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 26 of the PPP Law provides, “The public body shall submit a proposal of the PPP project for the purpose of acquiring an approval and adoption to the following bodies for project approval:</p> <p>1) to the Government, when the public partner is the Republic of Serbia or another public body of the Republic of Serbia.” This approval permits the procuring authority to proceed with the procurement process, according to Article 28 of the PPP Law. Contributors confirm that the “Government” in this provision shall refer to the Ministry of Finance.</p>
<b>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 29 of the PPP Law provides, “On the basis of the economic, financial, social and other indicators and the assessment of the environmental impacts of the concession activity, the relevant public body shall prepare the proposal for the adoption of the concession granting document which shall be submitted for adoption to:</p> <p>1) the Government, if the authority granting the concession is the Republic of Serbia, when the public bodies and the subject of concession are within the competence of the Republic of Serbia.” Contributors confirm that the “Government” in this provision shall refer to the Ministry of Finance.</p>
<b>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>

<b>Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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).</b>	n/a
<b>Accounting and reporting according to other international standard (e.g. European System of Accounts).</b>	n/a
<b>Please specify:</b>	n/a
<b>Other.</b>	n/a



<b>Please specify:</b>	n/a
<b>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 procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?</b>	Yes
<b>If yes, please specify the relevant authority</b>	PPP Commission
<b>and provide the relevant legal/regulatory provisions (if any):</b>	Article 68 of the PPP Law provides that the PPP Commission, “3) gives its opinion in the procedure of approval of proposed PPP projects without elements of concession and in the procedure of proposing the concession document to the relevant authorities for approval.” Article 27 of the PPP Law further provides, “In the process of collecting permits/approvals, the project proposal is submitted to the PPP Commission and Concessions for its opinion and assessment as to whether the specific project can be implemented in the form of a PPP.”
<b>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?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory</b>	No regulatory basis

<b>provisions (if any):</b>	
<b>10. Does the procuring authority use transaction advisors during the PPP project cycle?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 20 of the PPP Law provides, "If the public body for the purposes of implementing a PPP project is engaging advisors, their selection shall be according to the law regulating public procurements." Article 27(9) of the same Law also provides, "9) the project team of the public body which will monitor the project as a whole and perform the function of the tender committee which will select the bidder or the best bid, including external advisors."</p>
<b>11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the 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</b>	<p>No</p>

<p><b>details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</b></p>	
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>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.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</b></p>	<p>Yes</p>
<p><b>If yes, please elaborate:</b></p>	<p>While no specific regulatory provisions are in place, contributors confirm that the procuring authority evaluates the consistency of PPPs with other government investment priorities as standard practice</p>

<b>The procuring authority does not evaluate PPPs against existing government priorities.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<b>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?</b>	No
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	Practice in PPP projects in Serbia is still being developed, and no clear consistency has been evident, according to contributors.
<b>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)</b>	Yes
<b>Relevant legal/regulatory</b>	Article 29 of the PPP Law provides, "Before compiling the proposal for the adoption of the concession document, the public body shall appoint the expert team to prepare the tender documents, to assess the value of the concession, to produce a feasibility study for the

<b>provision (if any)</b>	<p>granting of concession and to undertake all other actions which precede the granting of concession in accordance with the provisions of this law and special regulations regulating in more detail the area to which the subject of concession belongs (hereinafter: Technical team of the public body);</p> <p>On the basis of the economic, financial, social and other indicators and the assessment of the environmental impacts of the concession activity, the relevant public body shall prepare the proposal for the adoption of the concession granting document which shall be submitted for adoption to:</p> <p>1) the Government, if the authority granting the concession is the Republic of Serbia, when the public bodies and the subject of concession are within the competence of the Republic of Serbia.”</p> <p>Moreover, Article 31 of the PPP Law provides, “In the preparation of the feasibility study for granting the concession the public body shall especially take into consideration the public interest, the environmental impact, working conditions, the protection of nature and cultural values, and the financial effects of the concession on the national budget of the Republic of Serbia or the budget of the autonomous province and the budget of the local self-government unit.”</p>
<b>Is there a specific methodology for the assessment?</b>	<p>No</p>
<b>If yes, please elaborate</b>	<p>n/a</p>
<b>Is the assessment done in practice?</b>	<p>Yes</p>
<b>Details:</b>	<p>Contributors provide this is necessary for guaranteeing the project receives the necessary approvals and proceed to the procurement process.</p>
<b>12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)</b>	<p>Yes</p>
<b>Relevant legal/regulatory provision (if any)</b>	<p>In order to proceed with the procurement process, Article 27 of the PPP Law requires the PPP project proposal to include,</p> <p>2) the business plan, including the conditions of the PPP, the cost estimates and the analysis of the calculated value in relation to investment made (value-for-money, in accordance with the Methodology adopted by the PPP Commission), specification on the financial viability of the PPP for the public body, specification in terms of the project financing (from the budget, funding by international financial institutions, private financing and the costs of financing) and the availability of funding, the planned distribution of risk;</p>

	<p>3) analysis of economic efficiency of the proposed project;</p> <p>4) types and amounts of instruments of security to be provided by the public and private partner.”</p> <p>Article 31 of the PPP Law provides, “In the preparation of the feasibility study for granting the concession the public body shall especially take into consideration the public interest, the environmental impact, working conditions, the protection of nature and cultural values, and the financial effects of the concession on the national budget of the Republic of Serbia or the budget of the autonomous province and the budget of the local self-government unit.”</p>
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	<p>The Methodology for the Analysis of the Value Added to Investing Funds (Value-for-Money) in Public-Private Partnerships and Concessions issued by the PPP Commission on July 18, 2013 pursuant to Article 27, paragraph 1, item 2) of the Law on Public-Private Partnership and Concessions (“Official Gazette of the Republic of Serbia”, No. 88/11)  <a href="http://www.ppp.gov.rs/dok/38/Metodologija%20za%20analizu%20dobijene%20vrednosti%20u%20odnosu%20na%20ulo%C5%BEeni%20novac%20u%20javno-privatnom%20partnerstvu%20i%20koncesijama.pdf">http://www.ppp.gov.rs/dok/38/Metodologija%20za%20analizu%20dobijene%20vrednosti%20u%20odnosu%20na%20ulo%C5%BEeni%20novac%20u%20javno-privatnom%20partnerstvu%20i%20koncesijama.pdf</a> [hereinafter “Value for Money Methodology”] especially pp. 4 and beyond provide methodology on identifying schemes of affordability assessments</p>
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Contributors provide this is necessary for guaranteeing the project receives the necessary approvals and proceed to the procurement process in application to provisions of the PPP Law and issued methodology.
<b>12.3. Risk identification, allocation and assessment (risk matrix)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	<p>In order to proceed with the procurement process, Article 27 of the PPP Law requires the PPP project proposal to include,</p> <p>2) the business plan, including the conditions of the PPP, the cost estimates and the analysis of the calculated value in relation to investment made (value-for-money, in accordance with the Methodology adopted by the PPP Commission), specification on the financial viability of the PPP for the public body, specification in terms of the project financing (from the budget, funding by international financial institutions, private financing and the costs of financing) and the availability of funding, the planned distribution of risk;</p>
<b>Is there a specific methodology for the assessment?</b>	Yes

<b>If yes, please elaborate</b>	The Value for Money Methodology specifically provides for a risk matrix on p. 6, 13-15, and Annex 2 (p.22).
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Contributors provide this is necessary for guaranteeing the project receives the necessary approvals and proceed to the procurement process in application to provisions of the PPP Law and issued methodology.
<b>12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives (i.e. value for money analysis, public sector comparator)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	In order to proceed with the procurement process, Article 27 of the PPP Law requires the PPP project proposal to include, 2) the business plan, including the conditions of the PPP, the cost estimates and the analysis of the calculated value in relation to investment made (value-for-money, in accordance with the Methodology adopted by the PPP Commission), specification on the financial viability of the PPP for the public body, specification in terms of the project financing (from the budget, funding by international financial institutions, private financing and the costs of financing) and the availability of funding, the planned distribution of risk.
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	The Value for Money Methodology specifically provides detailed analysis about the public sector comparator in comparison with alternative models in pp. 5-6.
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Contributors provide this is necessary for guaranteeing the project receives the necessary approvals and proceed to the procurement process in application to provisions of the PPP Law and issued methodology.
<b>12.5. Financial viability or bankability assessment</b>	Yes

<b>Relevant legal/regulatory provision (if any)</b>	In order to proceed with the procurement process, Article 27 of the PPP Law requires the PPP project proposal to include, 2) the business plan, including the conditions of the PPP, the cost estimates and the analysis of the calculated value in relation to investment made (value-for-money, in accordance with the Methodology adopted by the PPP Commission), specification on the financial viability of the PPP for the public body, specification in terms of the project financing (from the budget, funding by international financial institutions, private financing and the costs of financing) and the availability of funding, the planned distribution of risk.
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	The Value for Money Methodology provides such guidance on financial viability on pp. 6-12 specifically.
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Contributors provide this is necessary for guaranteeing the project receives the necessary approvals and proceed to the procurement process in application to provisions of the PPP Law and issued methodology.
<b>12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a
<b>12.7. Environmental</b>	Yes



<b>impact assessment</b>	
<b>Relevant legal/regulatory provision (if any)</b>	<p>In order to proceed with the procurement process, Article 27 of the PPP Law requires the PPP project proposal to include, “7) requirements in the field of environmental protection, regarding working conditions, security and public health protection and safety of staff engaged by the private partner.”</p> <p>Article 29(5)(4) also provides that the project proposal must include, “data on the environmental impacts of the concession, its impacts on infrastructure and other economic activities, and on the efficient functioning of the technical-technological systems.”</p> <p>Article 31 of the PPP Law provides, “In the preparation of the feasibility study for granting the concession the public body shall especially take into consideration the public interest, the environmental impact, working conditions, the protection of nature and cultural values, and the financial effects of the concession on the national budget of the Republic of Serbia or the budget of the autonomous province and the budget of the local self-government unit.”</p>
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	Law on Environmental Impact Assessment (Official Gazette No. 135/2004 i 36/2009) defines environmental impact assessments in Article 2(5) and elaborates on the subject of such assessments in Article 3 and in Chapter II provides for the procedures that this assessment embodies and phases it undergoes.
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Contributors provide this is necessary for guaranteeing the project receives the necessary approvals and proceed to the procurement process in application to provisions of the PPP Law.
<b>12.8. Consultation process with affected communities on potential impact of the PPP project</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a

<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a
<b>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)?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>and specify which of the assessments are included in the request for proposals and/or tender documents:</b>	Socio-economic analysis, affordability assessments, risk identification and allocation, financial viability, comparative assessments, and environmental impact assessments.
<b>13.1. Are the assessments published online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>specify the website</b>	n/a
<b>please specify which of the</b>	n/a

<b>assessments are published online:</b>	
<b>14. Does the procuring authority include a draft PPP contract in the request for proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 34(1) of the PPP Law provides, "The tender documents shall consist of the bid form, the contents of the bid, the validity of the bid, the description of the subject of concession (technical specifications), the model of public contract for concession, the conditions and evidence that the bidders are obliged to provide in order to prove their qualification, the request to provide a full list of related enterprises, the deadline for the decision on the selection of the best bid, and all other requirements that the bidder shall fulfill."
<b>If no, please elaborate</b>	n/a
<b>14.1. Are the tender documents published online?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 35 of the PPP Law provides, "The public invitation notice shall be published according to Article 22 of this law." Article 22 of this Law provides, "The identical text of the public invitation shall be published in the Official Gazette of the Republic of Serbia, as well as in a daily paper widely distributed in the whole territory of the Republic of Serbia, on the web page of the public body and on the public procurement portal, stating the date when the invitation is to be published in the Official Gazette of the Republic of Serbia. The public notice shall, if necessary, be published on one international newspaper and electronically on the internet pages of the Tenders Electronic Daily, the Internet publication attached to the Official Journal of the European Union. This is mandatory for projects whose value exceeds five million euros."
<b>and please specify the website:</b>	<a href="http://portal.ujn.gov.rs">http://portal.ujn.gov.rs</a>
<b>15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?</b>	Yes

<p><b>If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:</b></p>	<p>Practitioners Guide on the PPP Commission’s website: (<a href="http://www.ppp.gov.rs/lt/modeli-dokumenata">http://www.ppp.gov.rs/lt/modeli-dokumenata</a>) See pp. 50-66</p>
<p><b>16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the following requirements? Obtaining the required urban permits: Procuring authority (or other Government entity)</b></p>	<p>No</p>
<p><b>Private Partner</b></p>	<p>No</p>
<p><b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b></p>	<p>No</p>
<p><b>To be established in the contract</b></p>	<p>Yes</p>
<p><b>Relevant legal/regulatory provision (if any)</b></p>	<p>Article 46(2)(5) of the PPP Law provides,          “In drafting the provisions and the conditions of the public contract, the public partner shall regulate the following issues:          5) any assistance that the public partner may extend to the private partner in acquiring permits and approvals necessary for the implementation of the PPP or of the concession.”</p>
<p><b>16.2. Obtaining the required environmental permits: Procuring</b></p>	<p>No</p>

<b>authority (or other Government entity)</b>	
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Article 46(2)(5) of the PPP Law provides, “In drafting the provisions and the conditions of the public contract, the public partner shall regulate the following issues: 5) any assistance that the public partner may extend to the private partner in acquiring permits and approvals necessary for the implementation of the PPP or of the concession.”
<b>16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Article 46(2)(5) of the PPP Law provides, “In drafting the provisions and the conditions of the public contract, the public partner shall regulate the following issues: 5) any assistance that the public partner may extend to the private partner in acquiring permits and approvals necessary for the implementation of the PPP or of the concession.”
<b>16.4. Obtaining the required</b>	No

<b>land: Procuring authority (or other Government entity)</b>	
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Article 46(2)(5) of the PPP Law provides, “In drafting the provisions and the conditions of the public contract, the public partner shall regulate the following issues: 4) the scope of exclusive rights of the private partner, if any; 5) any assistance that the public partner may extend to the private partner in acquiring permits and approvals necessary for the implementation of the PPP or of the concession... 7) ownership over the assets relevant to the project and, if necessary, the obligations of other contract parties in terms of acquiring project assets and possibly the necessary rights of easement.”
<b>16.5. Obtaining the required right of way: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Article 46(2)(5) of the PPP Law provides, “In drafting the provisions and the conditions of the public contract, the public partner shall regulate the following issues: 4) the scope of exclusive rights of the private partner, if any;

	<p>5) any assistance that the public partner may extend to the private partner in acquiring permits and approvals necessary for the implementation of the PPP or of the concession...</p> <p>7) ownership over the assets relevant to the project and, if necessary, the obligations of other contract parties in terms of acquiring project assets and possibly the necessary rights of easement.”</p>
<b>PPP Procurement</b>	
<p><b>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 meet detailed qualifications.</b></p>	No
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	n/a
<p><b>The bid evaluation committee members require sufficient qualification without specific details.</b></p>	Yes
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Article 30 of the PPP Law mentions the Technical team of the public body but does not include any qualifications for members of the team, rather provides their tasks.</p> <p>Article 54 of the Public Procurement Law provides, The Committee (Public Procurement Committee from the contracting authority) shall have at least three members, out of whom one is public procurement officer or person with law faculty degree, the second degree studies (master academic studies, specialized academic studies, specialized professional studies), or the basic studies in duration of at least four years.</p> <p>In public procurement procedures whose estimated value is three times higher than amount</p>

	<p>in Article 39, Paragraph 1 of this Law, president of the Committee shall be public procurement officer.</p> <p>For members of the Committee shall be appointed persons with adequate professional education in the area involving the subject of public procurement.</p> <p>Where contracting authority does not have an employee with adequate education in the field involving the subject of public procurement, it may appoint a non-employee person as a member of the Committee.</p> <p>Persons employed or working for the contracting authority and tasked with drafting tender documents cannot be appointed to the Committee.</p> <p>Persons that may be involved in conflict of interests for the specific subject of public procurement cannot be appointed to the Committee.</p> <p>After making decision, members of the Committee shall sign a statement confirming that they are not involved in any conflict of interest in given public procurement.</p>
<p><b>The bid evaluation committee members are not required to have any specific qualifications.</b></p>	<p>No</p>
<p><b>Please elaborate and provide examples:</b></p>	<p>n/a</p>
<p><b>19. Does the procuring authority issue a public procurement notice of the PPP project?</b></p>	<p>Yes</p>
<p><b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Article 22 of the PPP Law provides,</p> <p>“The procedure of awarding a PPP public contract with or without elements of concession shall be launched by means of a public invitation in the Serbian language and in a foreign language commonly used in international trade.</p> <p>The identical text of the public invitation shall be published in the Official Gazette of the Republic of Serbia, as well as in a daily paper widely distributed in the whole territory of the Republic of Serbia, on the web page of the public body and on the public procurement portal, stating the date when the invitation is to be published in the Official Gazette of the Republic of Serbia.</p> <p>The public notice shall, if necessary, be published on one international newspaper and electronically on the internet pages of the Tenders Electronic Daily, the Internet publication attached to the Official Journal of the European Union. This is mandatory for projects whose value exceeds five million euros.</p> <p>The costs associated with the publishing of the public invitation shall be borne by the public body implementing the procedure.”</p>
<p><b>19.1. If yes, is the public procurement</b></p>	<p>Yes</p>



<b>notice published online?</b>	
<b>If yes, please specify the website:</b>	Website of the procuring authority, <a href="http://portal.ujn.gov.rs/default.aspx">http://portal.ujn.gov.rs/default.aspx</a> (Portal of Public Procurements), <a href="http://ted.europa.eu/TED/misc/chooseLanguage.do">http://ted.europa.eu/TED/misc/chooseLanguage.do</a> (Tender Electronic Daily of the EU)
<b>20. Are foreign companies prohibited from participating in the bidding process?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 37 of the PPP Law provides, "The period for the submission of bids shall not be less than 60 days of the date of publication of the public invitation notice in the "Official Gazette of the Republic of Serbia."
<b>and the time in calendar days:</b>	60
<b>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</b>	Yes

<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	<p>Article 23 of the PPP Law, while setting the minimum periods to submit bids, mentions different available bidding means as open tendering, the negotiated procedure, and restricted tendering. Article 31 of the Public Procurement Law further provides, “Public procurement procedures are as follows:</p> <ol style="list-style-type: none"> <li>1) open procedure;</li> <li>2) restricted procedure;</li> <li>3) qualification procedure;</li> <li>4) negotiated procedure with invitation to bid;</li> <li>5) negotiated procedure without invitation to bid;</li> <li>6) competitive dialogue;</li> <li>7) design contest;</li> <li>8) low-value public procurement procedure.</li> </ol> <p>Contract is awarded in open procedure or in restrictive procedure. Contract may also be awarded in other public procurement procedures, provided that the requirements prescribed for that by this Law are met. Article 32 of the Public Procurement Law provides, “Open procedure is procedure wherein all interested persons may submit bids.”</p>
<b>22.2. Restricted tendering (with pre-qualification stage): Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	<p>Article 23 of the PPP Law, while setting the minimum periods to submit bids, mentions different available bidding means as open tendering, the negotiated procedure, and restricted tendering. Article 31 of the Public Procurement Law further provides, “Public procurement procedures are as follows:</p> <ol style="list-style-type: none"> <li>1) open procedure;</li> <li>2) restricted procedure;</li> <li>3) qualification procedure;</li> <li>4) negotiated procedure with invitation to bid;</li> <li>5) negotiated procedure without invitation to bid;</li> <li>6) competitive dialogue;</li> <li>7) design contest;</li> <li>8) low-value public procurement procedure.</li> </ol> <p>Contract is awarded in open procedure or in restrictive procedure. Contract may also be awarded in other public procurement procedures, provided that the requirements prescribed for that by this Law are met. Article 33 of the Public Procurement Law provides, “Restricted procedure is procedure conducted in two phases and wherein all interested persons may submit bids. In the first phase, contracting authority invites all interested parties to submit applications and recognizes qualifications to applicants whom it finds to meet previously set requirements for qualifications. After having recognized qualifications, contracting authority publishes notice from Annex DJ of this Law. In the second phase of restricted procedure, contracting authority invites all applicants with recognized qualifications (candidates) to submit bids.</p>

	<p>Contracting authority may initiate second phase of restricted procedure provided it has at least three candidates.</p> <p>Contracting authority shall initiate second phase of restricted procedure within no more than six months of the final decision on recognizing qualifications.”</p>
<b>22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	<p>In accordance with the aforementioned Articles 22 of the PPP Law and 31 of the Public Procurement Law listing the different available procurement procedures, the “qualification procedure” touches on the main elements of multi-stage tendering. Article 34 of the Public Procurement Law provides, “Contracting authority may conduct qualification procedure where it is not possible to foresee public procurement beforehand from the aspect of volume, quantity and time, and the subjects of such procurement are occasional services or consumables, or occasional repairs or works in regular maintenance, to be delivered or performed according to the standard and usual specifications rather than according to some specific specifications of contracting authority.</p> <p>In qualification procedure, contracting authority invites all interested persons to submit bids and recognizes qualification to applicants whom it finds to meet previously set requirements for qualifications.</p> <p>Within the deadline set in invitation to apply, contracting authority makes decision on recognizing qualifications that contains a list of at least 5 candidates and the period of validity of recognized qualifications, which may last up to 3 years, and the reasoning of the decision must state the reasons for rejection of other applications.</p> <p>Contracting authority shall deliver decision referred to in Paragraph 3 of this Article to all applicants within three days from the day of decision.</p> <p>Contracting authority shall update the list of candidates every six months by recognizing qualifications to each applicant who fulfills requirements and who has in the meantime submitted application for qualification recognition.</p> <p>Contracting authority shall publish invitation to apply in qualification procedure including requirements for recognizing qualifications and tender documents on the Public Procurement Portal and on its website, so that they are available to all interested parties during the entire period of validity of the list of candidates.</p> <p>Contracting authority will exclude candidate from the list of candidates where a candidate ceases to meet requirement for qualification recognition, or where a candidate acquires negative reference, and will make a decision thereon which will contain in its reasoning the reasons for exclusion of candidate, and has to deliver it to all candidates within three days from the day of making that decision.</p> <p>During the period of validity of the list of candidates, contracting authority invites all candidates from the list to submit the bids, and at the same time it publishes its invitation at the Public Procurement Portal.</p> <p>At the moment of sending invitation to submit bids, the list of candidates must contain at least five candidates.”</p>
<b>22.4. Competitive</b>	Yes

<b>dialogue: Available</b>	
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	<p>Article 23 of the PPP Law, while setting the minimum periods to submit bids, mentions different available bidding means. Article 31 of the Public Procurement Law further provides, "Public procurement procedures are as follows:</p> <ol style="list-style-type: none"> <li>1) open procedure;</li> <li>2) restricted procedure;</li> <li>3) qualification procedure;</li> <li>4) negotiated procedure with invitation to bid;</li> <li>5) negotiated procedure without invitation to bid;</li> <li>6) competitive dialogue."</li> </ol> <p>Article 37 of the Public Procurement Law provides, "Contracting authority may conduct competitive dialogue in cases where public procurement subject is particularly complex, so that public procurement contract cannot be awarded through open or restricted procedures.</p> <p>Subject of public procurement shall be considered particularly complex if contracting authority is objectively not able to determine:</p> <ol style="list-style-type: none"> <li>1) technical specifications of public procurement subject;</li> <li>2) legal or economic structure of public procurement; Contracting authority invites all interested parties to submit applications and recognizes qualification to applicants based on previously set requirements."</li> </ol>
<b>22.5. Direct negotiation with more than one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.6. Direct negotiation with only one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.7 Other. Specify:</b>	No
<b>Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory</b>	n/a

<b>provision (if any)</b>	
<b>22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 27 of the PPP Law provides that the PPP request for proposals shall include, “6) information about the award procedure, especially about the selection and contract award criteria, the chosen contract award procedure, an overview of the contents of the public contract according to Article 46 of this law; 8) the planned time schedule for project development, from the contract award procedure to the beginning of provision of services or to started operation of the facilities or other infrastructure.”</p> <p>Article 34 of the PPP Law provides, “In the concession granting procedure, any legal or natural person interested in participating in the concession granting procedure is entitled under equal conditions to have access to the tender documents necessary for the preparation of the bid or the right to purchase such tender documents.”</p> <p>Article 35 of the same Law provides, “The public invitation notice shall contain information regarding the type of procedure based on which the concession shall be granted (with or without pre-qualification).” Article 35 also requires procuring authorities to notify all bidders and make such tender documents public in accordance with Article 22 of the PPP Law (aforementioned).</p>
<b>If no, please elaborate:</b>	<p>n/a</p>
<b>22.9. Do the tender documents specify the prequalification /shortlisting criteria (when applicable) in order to make them available to all the bidders?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 34 of the PPP Law provides, “The tender documents shall consist of the bid form, the contents of the bid, the validity of the bid, the description of the subject of concession (technical specifications), the model of public contract for concession, the conditions and evidence that the bidders are obliged to provide in order to prove their qualification, the request to provide a full list of related enterprises, the deadline for the decision on the selection of the best bid, and all other requirements that the bidder shall fulfill.”</p>

<b>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</b>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	<p>Consensus from contributors that specified criteria in tender documents are respected in practice.</p>
<b>If no, please elaborate:</b>	<p>n/a</p>
<b>23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>PPP Law Article 34(10) provides that relevant provisions of the law regulating public procurements apply to all other issues pertaining to the contents of the tender documents in case of awarding concessions for public works. Article 63(2) of the Public Procurement Law provides, "Interested persons may request from contracting authority, in writing, additional information or clarifications concerning the preparation of bid up to five days before the expiry of time limit for bid submission."</p>
<b>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</b>	<p>Yes</p>
<b>If yes, please provide the</b>	<p>Article 63 of the Public Procurement Law provides, "In case under Paragraph 2 of this Article, contracting authority shall send written reply to the interested person within three days</p>

<b>relevant legal/regulatory provisions (if any):</b>	<p>from the day of reception of request and at the same time publish this information on the Public Procurement Portal and on its website. Communication concerning additional information, clarifications and answers will be made as set forth by Article 20 (specifies the means of communication) of this Law.”</p>
<b>23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	<p>Yes</p>
<b>If yes, please specify:</b>	<p>Contributors provide such disclosure is respected in practice</p>
<b>If no, please elaborate:</b>	<p>n/a</p>
<b>24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?</b>	<p>No</p>
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the results of the pre-bid conference to all bidders?</b>	<p>n/a</p>
<b>If yes, please provide the relevant legal/regulatory</b>	<p>n/a</p>

<b>provisions (if any):</b>	
<b>24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	n/a
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	n/a
<b>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?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>If no, please elaborate:</b>	n/a
<b>26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?</b>	Yes
<b>If yes, please provide the relevant</b>	Article 39 of the PPP Law provides, “When the best bid is selected on the basis of economically best bid, the concession granting authority shall state in the tender documents and in the public invitation notice all the



<b>legal/regulatory provisions (if any):</b>	<p>selection criteria for the selection of bids which it intends to use in respect to the relevant significance attached to such criteria. The significance of the criteria can be expressed by determining a series of maximum values in a given range. If this is not possible for justified reasons, the concession granting authority shall state the criteria in the public invitation notice in the sequence of their importance from the most to the least important criterion. The concession granting authority shall determine, define and in appraising the justification of granting the concession also implement the criteria prescribed by special regulations indicating the long-term sustainability of the bidder during the period of implementing the concession for the duration for which the concession is granted.”</p>
<b>Evaluation criteria is not set in the tender documents</b>	<p>No</p>
<b>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.</b>	<p>Yes</p>
<b>Please specify and provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 44 of the PPP Law provides,          “The concession granting authority may annul the concession granting procedure if by the expiration of the deadline for the submission of bids only one bid has been received or if after the exclusion of bids during the concession granting procedure only one acceptable bid remains.”</p>
<b>The procuring authority considers sole proposals valid as long as they meet the</b>	<p>No</p>

<b>conditions outlined in the tender documents.</b>	
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority does not award a PPP contract if only one proposal is submitted.</b>	No
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework does not include any provisions.</b>	No
<b>28. Does the procuring authority publish the award notice?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>28.1. If yes, is the public procurement award notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	<a href="http://portal.ujn.gov.rs/JavniUgovori/Ugovori.aspx">http://portal.ujn.gov.rs/JavniUgovori/Ugovori.aspx</a>
<b>29. Does the procuring authority provide all the bidders with</b>	Yes

<b>the result of the PPP procurement process?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 40 of the PPP Law provides, “The decision selecting the best bid, accompanied by the minutes on bid opening and bid evaluation, shall be forwarded by the concession granting authority to every bidder without delay by registered return mail or by other means ensuring that the delivery can be proven.”</p> <p>Article 108 of the Public Procurement Law also provides, “Contracting authority shall send the decision on awarding contract to all bidders within three days from the day of making such a decision.</p> <p>Contracting authority shall send the decision on awarding contract so that bidders receive it in the shortest notice possible.</p>
<b>If no, please elaborate:</b>	<p>n/a</p>
<b>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?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 40 of the PPP Law provides, “The decision selecting the best bid, accompanied by the minutes on bid opening and bid evaluation, shall be forwarded by the concession granting authority to every bidder without delay by registered return mail or by other means ensuring that the delivery can be proven.”</p>
<b>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?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 40(4) of the PPP Law provides, “The concession granting authority may not sign the public concession contract before the expiration of the period of stay of proceedings, which is 15 days of the day of submitting the decision on the selection of the best bid to all bidders.”</p>

<b>and the time in calendar days:</b>	15
<b>30.1. Is the standstill period set out in the notice of intention to award?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>31.1. Based on your experience, is it always the case that this restriction is respected in practice?</b>	Yes
<b>If yes, please specify:</b>	Contributors provide that such restriction is always respected in practice.
<b>If no, please elaborate:</b>	n/a
<b>32. Does the procuring authority</b>	Yes

<p><b>publish the PPP contract?</b></p>	
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Article 74 of the PPP Law provides,  “Public contracts shall be recorded in the Public Contracts Register (hereafter: the Register) which shall be maintained by the ministry in charge of finance as a unique electronic data base on the public procurement portal – as sub-portal.  The public body shall submit to the ministry referred to in paragraph 1 of this article the concluded public contract with all appendices as well as all amendments to the contract and all appendices for the purpose of inscription into the Register. The minister in charge of finance shall prescribe the contents and manner of maintaining the Register, the time periods within which public contracts and appendices referred to in paragraph 2 of this article, the manner of inscription and the persons authorized to have access to the Register, as well as the data that may be accessed, in accordance with special regulations regulating data protection and confidentiality.  The Register shall be public.”  Article 116 of the Public Procurement Law also provides, “Contracting authority shall publish notice on concluded public procurement contract or framework agreement within five days from the day of conclusion of contract or framework agreement.  Contracting authority may publish notices on public procurement contracts concluded pursuant to framework agreement or in dynamic procurement system, quarterly, within 15 days following the end of the quarter.”</p>
<p><b>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</b></p>	<p>Yes</p>
<p><b>Publication of the full PPP contract without including all its annexes and appendixes</b></p>	<p>No</p>
<p><b>Publication of a summary of the PPP contract without publishing the full PPP contract</b></p>	<p>Yes</p>
<p><b>Publication of a summary of the</b></p>	<p>No</p>

<b>PPP contract along with the full PPP contract including all its annexes and appendixes</b>	
<b>Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes</b>	No
<b>32.2. If yes, is it published online?</b>	Yes
<b>If yes, please specify the website:</b>	<a href="http://portal.ujn.gov.rs/JavniUgovori/Ugovori.aspx">http://portal.ujn.gov.rs/JavniUgovori/Ugovori.aspx</a>
<b>32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>PPP Contract Management</b>	
<b>41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities</b>	Yes

<b>or establishing specific management tools)?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 3 of the PPP Implementation Decree provides, “Supervision over the implementation of public contracts is performed by the ministry responsible for finance, ie the body of the autonomous province or the local self-government unit in charge of affairs finance. The Ministry in charge of financial affairs supervises the implementation of public contracts when a public partner is the Republic of Serbia or another public body of the Republic of Serbia. The autonomous province authority oversees the implementation of public contracts when it is public partner autonomous province or other public body of that autonomous province or unit local government when it is a public partner of a local self-government unit or another public body of that municipality units of local self-government. The powers of the public partner and the authorities referred to in paragraph 1 of this Article in exercising supervision shall not excludes the right of other state authorities and bodies to supervise the implementation of public contracts in accordance with regulations. In addition to the mandatory supervision referred to in paragraph 1 of this Article, the public partner may, in accordance with the public by contract, establish a special system of supervision and monitoring of the delivery of public works, or public ones service for a concrete public-private partnership project.”</p>
<b>41.1. If yes, which of the following tools does it include (check all that apply)?: Establishment of a PPP contract management team</b>	<p>No</p>
<b>Relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa</b>	<p>No</p>
<b>Relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>Elaboration of a PPP implementation</b>	<p>No</p>

<b>manual or an equivalent document</b>	
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>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</b>	n/a



<p><b>the PPP contract management team is specified and/or its members are required to meet detailed qualifications.</b></p>	
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The PPP contract management team members are required to meet sufficient qualification without specific details.</b></p>	<p>n/a</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The PPP contract management team members are not required to meet any specific qualifications.</b></p>	<p>n/a</p>
<p><b>Please elaborate and provide examples:</b></p>	<p>n/a</p>
<p><b>42. Does the procuring or contract management authority establish a system for tracking</b></p>	<p>Yes</p>

<p><b>progress and completion of construction works under a PPP contract?</b></p>	
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Article 63 of the PPP Law provides, "According to this law, the public partner shall monitor continually the work of the private partner and the execution of his obligations under the public contract, and to monitor regularly the performance of all payments in accordance with the public contract. The public partner shall: 1) at least once a year request from the private partner special periodical reports on his operations, activities and execution of his obligations, according to the public contract."</p>
<p><b>42.1. If yes, is the PPP contract construction performance information made available to the public?</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>42.2. If yes, is the PPP contract construction performance information made publicly available online?</b></p>	<p>n/a</p>
<p><b>If yes, please specify the website:</b></p>	<p>n/a</p>
<p><b>43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?</b></p>	<p>Yes</p>

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 2 of the PPP Implementation Decree provides, "Supervision over the implementation of public contracts is carried out to monitor the fulfillment of contractual obligations, compliance with agreed deadlines, costs, quality levels of services provided, respectively the quality of the constructed facilities and the fulfillment of other obligations stipulated by the public contract."</p>
<b>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</b>	<p>Yes</p>
<b>Relevant legal/regulatory provisions (if any)</b>	<p>Article 6 of the PPP Implementation Decree provides, "The report on the realization of a public contract is compiled by a public and private partner. The report referred to in paragraph 1 of this Article shall contain data on: 1) the public-private partnership project; 2) public partner; 3) private partner; 4) contracted fee; 5) execution of obligations; 6) disputes and 7) contractual penalties / penalties."</p>
<b>The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract</b>	<p>Yes</p>
<b>Relevant legal/regulatory provisions (if any)</b>	<p>Article 46 of the PPP Law provides for the contents of a PPP contract, where, "In drafting the provisions and the conditions of the public contract, the public partner shall regulate the following issues: 10) the mechanism for the increasing or reducing the fee (irrespective of the legal form) to the private partner depending on the good or poor quality of his services/facilities."</p>
<b>The private partner must provide the procuring or contract management authority with</b>	<p>Yes</p>

<b>periodic operational and financial data</b>	
<b>Relevant legal/regulatory provisions (if any)</b>	Article 4 of the PPP Implementation Decree provides, "Supervision over the implementation of public contracts includes: 1) review and analysis of reports by public and private partners (regular reports, extraordinary and special)."
<b>The procuring or contract management authority must periodically gather information on the performance of the PPP contract</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	Article 4 of the PPP Implementation Decree provides, "Supervision over the implementation of public contracts includes: 1) review and analysis of reports by public and private partners (regular reports, extraordinary and special)."
<b>The PPP contract performance information must be available to the public</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>43.2. Is PPP contract performance information made publicly available online?</b>	No
<b>If yes, please specify the website:</b>	n/a
<b>44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?</b>	No

<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<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</p>	<p>n/a</p>

<b>legal/regulatory /standard contractual provisions (if any):</b>	
<b>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</b>	n/a
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	n/a
<b>In other cases, flexibility to change the ownership structure and/or assign the contract.</b>	n/a
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	n/a
<b>46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP</b>	Yes

<b>contract (once the contract is signed)?</b>	
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	Article 50(1) of the PPP Law provides, "At the request of the public partner, or of the private partner or the bank, or of other financial institutions, the contract may be amended."
<b>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	Article 47(4) of the PPP Law provides, "Any amendments and additions to the signed public contracts amending the rights and obligations of the parties to the contract, shall be subject to the procedure according to this article." Paragraph 1 of the same Article provides, "Before making the decision on the selection of the private partner and the signing of the public contract, the public body shall submit to the authority referred to in Articles 27 and 30 of this law (including Ministry of Finance and PPP Commission) the final draft of the public contract including all appendices which are integral parts of thereto, for approval."
<b>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.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	Article 50(1) of the PPP Law provides, "Amendments referred to in paragraph 1 of this article cannot refer to the following provisions: 1) the subject of the contract."
<b>A change in the risk allocation of the contract.</b>	Yes

<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	<p>Article 50(3) of the PPP Law provides, "If changes to the public contract are made at the request of the financier, in addition to the limitations referred to in paragraph 2 of this Article, these changes must not disturb the balance of risk sharing at the expense of the public partner in the fund with Article 7, paragraph 2, item 6) of this Law, nor the value of the public contract can be increased for more from 3%."</p>
<b>A change in the financial and/or economic balance of the contract.</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	<p>Article 50(3) of the PPP Law provides, "If changes to the public contract are made at the request of the financier, in addition to the limitations referred to in paragraph 2 of this Article, these changes must not disturb the balance of risk sharing at the expense of the public partner in the fund with Article 7, paragraph 2, item 6) of this Law, nor the value of the public contract can be increased for more from 3%."</p>
<b>A change in the duration of the contract.</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	<p>Article 50(1) of the PPP Law provides, "Amendments referred to in paragraph 1 of this article cannot refer to the following provisions: 2) the time period for which the contract is signed."</p>
<b>A change in the agreed price or tariff.</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	<p>Article 50(1) of the PPP Law provides, "Amendments referred to in paragraph 1 of this article cannot refer to the following provisions: 3) in case of public contracts for concessions, the offered concession fee."</p>
<b>46.3. Can the procuring authority unilaterally modify a PPP contract?</b>	<p>Yes</p>
<b>If yes, please provide the relevant</b>	<p>Article 50 of the PPP law specifically prescribes that the unilateral modifications of the PPP contract cannot affect the risk distribution at the expense of the private partner, if the</p>



<b>legal/regulatory /standard contractual provisions (if any):</b>	alterations of the PPP contract affect the reward to be paid by the private partner the Ministry of finance must give its opinion first before any amendment is to be made.
<b>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</b>	Yes
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	Article 46 of the PPP Law provides that the PPP contract may contain, “19) the measure in which either party to the contract may be exempt from liability for non-execution of obligations under the contract due to circumstances objectively beyond its control (force majeure, changes in legislation, etc).”
<b>Material Adverse government action .</b>	Yes
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	Article 55 of the PPP Law provides, “The private partner may unilaterally terminate the public contract according to this law, the public contract and the general legislation on contracts and torts, if the public partner acts in a manner which makes their contractual relations untenable or fully disrupts the capacity of the private partner to perform the public contract. Reasons for such termination shall be defined in the public contract. The default of the public partner may include: 1) expropriation, pledge or seizure of property or of the share of the private partner by the public partner.”
<b>Change in the Law.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory /standard contractual</b>	Article 46 of the PPP Law provides that the PPP contract may contain, “19) the measure in which either party to the contract may be exempt from liability for non-execution of obligations under the contract due to circumstances objectively beyond its control (force majeure, changes in legislation, etc).” Article 52 of the PPP Law further provides, “In case of change of regulations after the signing of the public contract which have negative consequences on the position of the private or

<b>provisions (if any):</b>	public partner, the contract may be changed without any limitations, in a scope necessary to reinstate the position of the private or public partner which existed at the moment of signing of the public contract.”
<b>Refinancing.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	Article 49(2) of the PPP Law provides, “With the prior consent of the public partner, the private partner shall be authorized to assign, put under mortgage, or pledge, for a time period and scope that is in accordance with this law, or the law regulating public property, any of his rights, or obligations from the public contract or other project related property in favor of the financiers and for the purpose of securing payment of any existing or future claims related to construction and financing, or refinancing of the PPP.”
<b>Subcontracting and replacement of the subcontractors.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	Article 17 of the PPP Law provides, “In the tender documents and the draft public contract the public body may request from the bidders to state in their bid in percentage terms the part of the contract value to be sub-contracted. Sub-contracting is possible only if the proposed sub-contractor meets the requirements for performing professional activity with regard to economic and financial status, as well as technical and/or professional capacity to perform its part of contractual obligations. In the case referred to in paragraph 1 of this article the bidder shall have unlimited joint and several liability for the performance of contractual obligations. If sub-contracting is not stated in the bid in the manner stipulated in paragraph 1 of this article, the sub-contract cannot be signed without the prior consent of the public partner.”
<b>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?</b>	Yes
<b>If yes, please specify and provide the</b>	Article 46 of the PPP Law provides that the PPP contract may contain, “26) the applicable law and the dispute settlement mechanisms.” Moreover, Article 60 of the PPP Law provides, “The parties to the contract may agree to

<b>relevant legal/regulatory /standard contractual provisions (if any):</b>	<p>resolve any disputes between the parties resulting from the public contract by arbitration before national or international arbitration.</p> <p>Arbitration with the seat abroad cannot be agreed, when as private partner occur domestic legal entity or physical person, or the consortia consisted exclusively of domestic legal or physical persons.</p> <p>If the parties to the contract have not agreed to resolve disputes by arbitration, the court of exclusive jurisdiction shall be courts of the Republic of Serbia.</p> <p>In the procedure referred to in paragraph 1 to 3 of this article the applicable law shall be the law of the Republic of Serbia.”</p>
<b>48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body</b>	<p>No</p>
<b>If yes, please specify:</b>	<p>n/a</p>
<b>Local courts</b>	<p>Yes</p>
<b>Domestic arbitration</b>	<p>Yes</p>
<b>International arbitration</b>	<p>Yes</p>
<b>Investor-State Dispute Settlement (ISDS)</b>	<p>Yes</p>
<b>Mediation</b>	<p>Yes</p>
<b>Please provide the relevant legal/ regulatory/standard contractual provisions (if any)</b>	<p>Article 46 of the PPP Law provides that the PPP contract may contain, “26) the applicable law and the dispute settlement mechanisms.”</p> <p>Moreover, Article 60 of the PPP Law provides, “The parties to the contract may agree to resolve any disputes between the parties resulting from the public contract by arbitration before national or international arbitration.</p> <p>Arbitration with the seat abroad cannot be agreed, when as private partner occur domestic legal entity or physical person, or the consortia consisted exclusively of domestic legal or physical persons.</p> <p>If the parties to the contract have not agreed to resolve disputes by arbitration, the court of exclusive jurisdiction shall be courts of the Republic of Serbia.</p> <p>In the procedure referred to in paragraph 1 to 3 of this article the applicable law shall be the law of the Republic of Serbia.”</p>
<b>48.2. If applicable, are arbitration awards enforceable by the local courts?:</b>	<p>Yes</p>

<b>Domestic Arbitration</b>	
<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	Article 64(1) of the Law on Arbitration (“Official Gazette of RS”, No. 46/2006) provides, “A domestic arbitral award shall have the effect of a final judgement of the domestic court and shall be enforced in accordance with provisions of the statute regulating enforcement procedure.”
<b>International arbitration</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	Article 64(1) of the Law on Arbitration provides, “A foreign arbitral award shall have the effect of a final judgement of the domestic court after being recognized by the competent court in the Republic. A foreign arbitral award is an award made by an arbitral tribunal, the place of which is outside the Republic, as well as an award made by an arbitral tribunal in the Republic, if a foreign law was applied to the arbitral proceedings.”
<b>Investor-State arbitration</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	Article 64(1) of the Law on Arbitration provides, “A foreign arbitral award shall have the effect of a final judgement of the domestic court after being recognized by the competent court in the Republic. A foreign arbitral award is an award made by an arbitral tribunal, the place of which is outside the Republic, as well as an award made by an arbitral tribunal in the Republic, if a foreign law was applied to the arbitral proceedings.”
<b>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?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory</b>	Article 53(2) provides, “PPP with or without elements of concession shall be terminated with the fulfillment of legal conditions for it: 1) with the expiration of the period of time for which the public contract was signed, 2) with the death of the private partner, or with the liquidation or bankruptcy of the private partner.

<p><b>/standard contractual provisions (if any):</b></p>	<p>Notwithstanding paragraph 2 item 2) of this Article, PPP with or without elements of concession need not be terminated with the liquidation or bankruptcy of a consortium member\ if at least one consortium member, with prior consent of the public partner, assumes the unlimited joint and several liability to fulfill the part of the public contract of the consortium member that was liquidated or over which the bankruptcy procedure was completed.”</p> <p>Article 155 of the Serbian Law on Bankruptcy (‘Official Gazette of the Republic of Serbia’, No 104/09 of 16 December, 2009) furthermore provides, “Reorganisation shall be conducted if this ensures more favorable settlement of creditors in relation to compulsory liquidation, and especially if economically justifiable reasons exist for the continuation of the debtor’s business.</p> <p>Reorganisation shall be conducted in accordance with the plan of reorganisation that shall be prepared in writing.</p> <p>The plan of reorganisation may be filed concurrently with the petition for bankruptcy or after the opening of bankruptcy in accordance with this Law.</p> <p>If the plan of reorganisation is filed concurrently with the petition for bankruptcy, it shall be referred to as a pre-packaged plan of reorganisation, and its content and the associated procedure shall be determined in accordance with appropriate provisions of this Law.”</p>
<p><b>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?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b></p>	<p>Article 49(3&amp;4) of the PPP Law provides, “At the request of the financiers and the private partner, the public partner may accept to give certain reasonably requested security and accept to undertake certain liabilities necessary to the private partner with respect to any obligation from the public contract.</p> <p>The security referred to in paragraph 3 of this article may imply also the signing of a separate direct contract between the public partner, the private partner, and the financier, according to which, inter alia, the public partner may agree with the following:</p> <p>1) that the financiers are authorized, instead of the private partner, to exercise temporarily all rights from the public contract and to remedy any failure of the private partner, and that the public partner shall accept all such actions as if undertaken by the private partner.”</p>

<p><b>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.</b></p>	<p>No</p>
<p><b>If yes, please specify and provide the relevant legal/regulatory /standard contractual provisions (if any):</b></p>	<p>n/a</p>
<p><b>The regulatory framework prescribes that a direct agreement should be signed with the lenders.</b></p>	<p>Yes</p>
<p><b>If yes, please specify and provide the relevant legal/regulatory /standard contractual provisions (if any):</b></p>	<p>Article 49(4) of the PPP Law provides, “The security referred to in paragraph 3 of this article may imply also the signing of a separate direct contract between the public partner, the private partner, and the financier, according to which, inter alia, the public partner may agree with the following: 1) that the financiers are authorized, instead of the private partner, to exercise temporarily all rights from the public contract and to remedy any failure of the private partner, and that the public partner shall accept all such actions as if undertaken by the private partner.”</p>
<p><b>The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.</b></p>	<p>No</p>
<p><b>If yes, please specify and provide the relevant</b></p>	<p>n/a</p>

<b>legal/regulatory /standard contractual provisions (if any):</b>	
<b>Other.</b>	No
<b>Please Specify:</b>	n/a
<b>51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	While Article 53 of the PPP Law provides for the procedures for terminating PPP contracts, Article 54 addresses “Premature Termination of the Public Contract due to Default of the Private Partner” and Article 55 addresses “Premature Termination of the Public Contract due to Default of the Public Partner”.
<b>51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	Article 57 of the PPP Law provides, “After the termination of the concession relations, the facilities, equipment, plants and other assets from the scope of the concession shall become the property of the Republic of Serbia, the autonomous province, or the local self-government unit, unless provided otherwise by the direct agreement referred to in Article 49 of this law. The concessionaire shall hand over the facility, equipment and plant referred to in paragraph 1 of this article, as well as other assets that are the subject of the concession, and which are the property of the Republic of Serbia, the autonomous province, or the local self-

	government unit, free of any encumbrance and in a state which ensures their unhindered use and functioning.”
<b>Unsolicited Proposals</b>	
<b>34. Are unsolicited proposals in Serbia: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)</b>	No
<b>Explicitly allowed by the legal framework?</b>	Yes
<b>Not regulated by the legal framework, but do happen in practice?</b>	No
<b>Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)</b>	No
<b>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</b>	Article 19(1) of the PPP Law provides, “A public body may consider and accept a self-initiated proposal of third parties interested in implementing a PPP project with or without elements of concession, on the basis of a procedure stipulated in the present article, provided that such proposals do not refer to a project for which the public contract award procedure has been initiated or for which a public invitation to tender has been published.”
<b>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</b>	Yes



<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b></p>	<p>Article 19(3&amp;4) of the PPP Law provides, “Within 90 days of the receipt of the specific self-initiative proposal, the public body shall determine whether it considers the project to be in public interest and shall notify the proposing party accordingly. A public body may discuss any aspect of the project thus proposed by the proposing entity, including the justification of the costs of preparing the documents referred to in paragraph 2 of this article.</p> <p>If it is considered that the self-initiated proposal is in public interest and if the public body decides to initiate such a project, this body shall act according to the procedure provided for in Article 26 of this law (regular procedures for solicited proposals apply) and provisions of this law regulating the concession granting procedure. If a procedure for public contract award for the proposed PPP with or without elements of concession is initiated, the public body shall state in its invitation that the project was proposed by private proposing entities.”</p>
<p><b>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>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</b></p>	<p>No</p>

<b>investment priorities.</b>	
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 19(3&amp;4) of the PPP Law provides, "Within 90 days of the receipt of the specific self-initiative proposal, the public body shall determine whether it considers the project to be in public interest and shall notify the proposing party accordingly. A public body may discuss any aspect of the project thus proposed by the proposing entity, including the justification of the costs of preparing the documents referred to in paragraph 2 of this article.</p> <p>If it is considered that the self-initiated proposal is in public interest and if the public body decides to initiate such a project, this body shall act according to the procedure provided for in Article 26 of this law (regular procedures for solicited proposals apply) and provisions of this law regulating the concession granting procedure. If a procedure for public contract award for the proposed PPP with or without elements of concession is initiated, the public body shall state in its invitation that the project was proposed by private proposing entities."</p>
<b>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<b>37. Does the procuring authority initiate a</b>	Yes

<b>competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 19(4) of the PPP Law provides, "If it is considered that the self-initiated proposal is in public interest and if the public body decides to initiate such a project, this body shall act according to the procedure provided for in Article 26 of this law (regular procedures for solicited proposals apply) and provisions of this law regulating the concession granting procedure. If a procedure for public contract award for the proposed PPP with or without elements of concession is initiated, the public body shall state in its invitation that the project was proposed by private proposing entities."</p>
<b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>The aforementioned periods for solicited proposals apply. Article 37 of the PPP Law provides, "The period for the submission of bids shall not be less than 60 days of the date of publication of the public invitation notice in the "Official Gazette of the Republic of Serbia."</p>
<b>and the time in calendar days:</b>	<p>60</p>
<b>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</b>	<p>No</p>

<b>automatic shortlisting.</b>	
<b>39.2 Developer's fee (reimbursing the original proponent for the project development cost).</b>	Yes
<b>39.3 Bid Bonus.</b>	No
<b>39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).</b>	No
<b>39.5 Other.</b>	No
<b>Please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	Article 19(2) of the PPP Law provides, "When submitting a self-initiated proposal, the proposer shall inform the public body of the value of the documents prepared, which the public body or the private partner shall be obliged to compensate in the case of awarding the contract to a person other than the person submitting the self-initiated proposal."