

PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN THE SLOVAK REPUBLIC

SURVEY QUESTION	ANALYSIS
PPP Regulatory Framework	
2. Does the regulatory framework in your country allow procuring PPPs?	Yes
If yes, please specify the relevant regulatory framework and the year of adoption:	(1) Act 343/2015 Coll. on Public Procurement, in force since April 2016 (hereinafter the “Public Procurement Law”) and (2) EU Directive 2004/18/EC, in force since 2004. There are provisions on PPPs in the (3) Act No. 523/2004 Coll. on Budget Rules of the Public Service and of Change and Amendment of Some Acts (hereinafter the “Budget Rules”). 4) “Procedure for Preparation and Implementation of PPP Project and Control Process (hereinafter PPP Methodological Guidelines)”
and provide a link to a government–supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	(1) www.slov-lex.sk for domestic legislation (https://www.slov-lex.sk/pravne-predpisy/SK/ZZ/2015/343/20170601 for the Public Procurement Act) and (2) http://eur-lex.europa.eu/ for EU legislation (3) http://www.finance.gov.sk/en/Default.aspx?CatID=495 (4) http://www.finance.gov.sk/Default.aspx?CatID=6678 5) http://www.mfsr.sk/Default.aspx?CatID=6676
2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?	Yes
Please describe:	(1) A new legislative initiative effective since April 2016 requires private entities bidding in public procurement to disclose their final beneficiaries. This initiative extends also to subcontractors. It covers private partners in PPP projects, including concessions (2) New public procurement law entered into force on 18 April 2016 (3) Methodology issued by the Ministry of Finance was updated in late 2015.
2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?	No
Please describe:	n/a
3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.	No

If yes, please provide the relevant legal/regulatory provisions:	n/a
3.2 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Energy generation and distribution.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.4 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Telecom	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.5 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other	No
If yes, specify and provide the relevant legal/regulatory provisions:	n/a
4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?	No
If yes, please specify and provide the relevant legal/regulatory provision (if any):	n/a

5. Please identify the PPP procuring authorities in The Slovak Republic and provide their website(s) (if available):	<p>There is not a specific list of PPP procuring authorities in the Slovak Republic. Typically, PPP procuring authority is a subject which secures or is responsible for the public services or construction of public infrastructure, for example, the state (represented by the responsible state administration body), the ministry or central state administration body. For example D4R7 PPP Project was procured by the Slovak Republic represented by the Ministry of Transport, Construction and Regional Development of the Slovak Republic (http://www.telecom.gov.sk/index/index.php?lang=en).</p>
6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?	<p>Yes</p>
If yes, please indicate its name, and its website (if available):	<p>While the Ministry of Finance is not specifically the PPP Unit, it does have several responsibilities. The Ministry of Finance shall evaluate outcomes of each feasibility study prepared under governmental methodology when it is submitted for approval of the Government, if the PPP project is prepared by any of the ministries. The Government need to approve each PPP project prepared by any of the ministries.</p>
6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.	<p>Yes</p>
6.2 PPP capacity building for other public authorities.	<p>No</p>
6.3 PPP promotion among the public and/or private sectors in national and international forums.	<p>No</p>
6.4 Technical support in implementing PPP projects.	<p>No</p>
6.5 Identification and selection of PPP projects from the pipeline.	<p>No</p>
6.6 Revision of fiscal risks born by the Government.	<p>Yes</p>
6.7 Consultation with affected communities on potential impact of PPP projects.	<p>No</p>
6.8 Approval of PPP projects.	<p>Yes</p>
6.9 Undertaking the procurement of PPPs.	<p>No</p>
6.10 Oversight of PPP implementation.	<p>No</p>
6.11 Other	<p>No</p>
6.11 please specify:	<p>n/a</p>
Please provide the relevant legal/regulatory provisions:	<p>The Act No. 575/2001 on organisation of the government and central administration</p>

PPP Preparation	
8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The Ministry of Finance need to elaborate view/opinion before submitting a draft of the PPP contract to the government for approval; the MoF elaborates its view/opinion also on contracts of municipality PPP projects. (Act No. 523/2004 Coll. on budgetary rules of public administration as amended (Art. 19 para 15; Act No. 583/2004 Coll. on budgetary rules of municipal administration as amended (Art 17a); Proposal for implementation of the scheme of technical support for the public-private partnership; adopted by the Slovak Government in 2007 (gov. resolution no. 786/2007; Procedure for preparation and realization of a PPP project and monitoring process; adopted by the Slovak Government in 2009 (gov. resolution no. 499/2009); second updated version prepared by the Ministry of Finance in March 2015).
8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	ESA 2010
Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting according to	No

International Public Sector Accounting Standards (IPSAS).	
Accounting and reporting according to other international standard (e.g. European System of Accounts).	Yes
Please specify:	ESA 2010
Other.	No
Please specify:	n/a
9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?	Yes
If yes, please specify the relevant authority	The Slovak Government needs to approve PPP project before procurement, if the PPP project is procured by the highest state authorities (ministries); it is only recommended that the municipal parliament approve a PPP project before procurement. If procured by other public entities including companies owned by state, the approval by the owner/shareholder before procurement is recommended.
and provide the relevant legal/regulatory provisions (if any):	(1) for PPP projects above EUR 5.225 million: Art. 19 of Act 523/2004 on Budget Rules of the Public Service, and (2) Government Resolution 786/2007
9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before signing the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The Slovak Government needs to approve a draft of the PPP contract in case of any public budgetary entity (excluding municipalities); the municipal parliament needs to approve the PPP contract. (Act No. 523/2004 Coll. on budgetary rules of public administration as amended (Art. 19 para 15; Act No. 138/1991 Coll. on municipality as amended (Art 9); Proposal for implementation of the scheme of technical support for the public-private partnership; adopted by the Slovak Government in 2007 (gov. resolution no. 786/2007; Procedure for preparation and realization of a PPP project and monitoring process; adopted by the Slovak Government in 2009 (gov. resolution no. 499/2009); second updated version prepared by the Ministry of Finance in March 2015)
10. Does the procuring authority use transaction	Yes

advisors during the PPP project cycle?	
If yes, please provide the relevant legal/regulatory provisions (if any):	The PPP methodology of the Ministry of Finance recommends that the procuring authorities use transaction advisors for their PPP projects. However, there is no legal/regulation provision mandating their use.
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 details a specific procedure to ensure the consistency of PPPs with other public investment priorities.	No
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
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.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.	Yes
If yes, please elaborate:	The need to be consistent is not explicit, but the feasibility study needs to evaluate the consistency of PPP with strategic priorities of procuring authority (not necessarily the governmental priorities); Content and requirements on

	feasibility study and public sector comparator; adopted by the Slovak Government in 2009 (gov. resolution no. 500/2009 as amended);
The procuring authority does not evaluate PPPs against existing government priorities.	No
Please elaborate and provide examples:	n/a
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?	Yes
If yes, please specify:	The Ministry of Finance is always heavily involved and supervises the project not to collide with budgetary constraints.
If no, please elaborate:	n/a
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)	Yes
Relevant legal/regulatory provision (if any)	Content and requirements on feasibility study and public sector comparator; adopted by the Slovak Government in 2009 (gov. resolution no. 500/2009); PPP Methodology Guidelines.
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Stage 1 and Stage 2 of the PPP Methodological Guidelines contains the steps used in doing the assessment
Is the assessment done in practice?	Yes
Details:	Majority of contributors said that this is done in practice
12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)	Yes
Relevant legal/regulatory provision (if any)	Content and requirements on feasibility study and public sector comparator; adopted by the Slovak Government in 2009 (gov. resolution no. 500/2009); PPP Methodology Guidelines.

Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Stage 1 and Stage 2 of the PPP Methodological Guidelines contains the steps used in doing the assessment
Is the assessment done in practice?	Yes
Details:	Majority of our contributors stated that this happens in practice
12.3. Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision (if any)	Stage 1 and Stage 2 of the PPP Methodological Guidelines contains the steps used in doing the assessment
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Stage 1 and Stage 2 of the PPP Methodological Guidelines contains the steps used in doing the assessment
Is the assessment done in practice?	Yes
Details:	Majority of our contributors stated that this happens in practice
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)	Yes
Relevant legal/regulatory provision (if any)	Stage 1 and Stage 2 of the PPP Methodological Guidelines contains the steps used in doing the assessment
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Stage 1 and Stage 2 of the PPP Methodological Guidelines contains the steps used in doing the assessment
Is the assessment done in practice?	Yes
Details:	Majority of our contributors stated that this happens in practice
12.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision (if any)	Stage 1 and Stage 2 of the PPP Methodological Guidelines contains the steps used in doing the assessment
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Stage 1 and Stage 2 of the PPP Methodological Guidelines contains the steps used in doing the assessment
Is the assessment done in practice?	Yes

Details:	Majority of our contributors stated that this happens in practice
12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)	Yes
Relevant legal/regulatory provision (if any)	Stage 1 and Stage 2 of the PPP Methodological Guidelines contains the steps used in doing the assessment
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Stage 1 and Stage 2 of the PPP Methodological Guidelines contains the steps used in doing the assessment
Is the assessment done in practice?	Yes
Details:	Majority of our contributors stated that this happens in practice
12.7. Environmental impact assessment	Yes
Relevant legal/regulatory provision (if any)	Stage 1 and Stage 2 of the PPP Methodological Guidelines contains the steps used in doing the assessment
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Stage 1 and Stage 2 of the PPP Methodological Guidelines contains the steps used in doing the assessment
Is the assessment done in practice?	Yes
Details:	The majority of our contributors stated that this happens in practice
12.8. Consultation process with affected communities on potential impact of the PPP project	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?	Yes

If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Section 101 (4) of the Public Procurement Law, the contracting authorities are required to disclose, in the context of an analysis of the concessions, a comparison of the variants over which the contracting authority and the contracting authority considered before deciding to issue a concession, including the quantification of the economic data which led the contracting authority or the contracting entity to conclude that the concession it is more advantageous than entering a contract in another way under this law.
and specify which of the assessments are included in the request for proposals and/or tender documents:	The contracting authorities are required to disclose, in the context of an analysis of the concessions, the comparisons of the variants over which the contracting authority and the contracting authority considered before deciding to issue the concession, including the quantification of economic data which led the contracting authority or the contracting authority to declare that the concession it is more advantageous than entering a contract in another way under this law.
13.1. Are the assessments published online?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 101 (in connection with Art. 14, 26, 148) of the Public Procurement Law
specify the website	(1) www.rokovania.sk and 2) https://www.uvo.gov.sk/
please specify which of the assessments are published online:	All of the conducted assessments
14. Does the procuring authority include a draft PPP contract in the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Section 42 (11) of the Public Procurement Law, the tender documents shall include documentation, plans, models or photographs, if necessary for the preparation of the tender, the evaluation criteria for tenders, the rules for their application and the guidelines for the preparation and submission of tenders. The tender documents also contain a draft contract or a framework agreement, the content of which may be determined by reference to the General Terms and Conditions; where reference is made to the General Terms and Conditions, they must be included in the tender documents. In the tender documents, the contracting authority and the contracting authority shall indicate which parts of the tender documents must be part of the contract or framework agreement; proposals to meet the criteria submitted by tenderers or tenderers who are awarded a contract or a framework agreement are the particulars of a contract or a framework agreement resulting from a public procurement procedure.
If no, please elaborate	n/a
14.1. Are the tender documents published online?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 43 of the Public Procurement Act: (1) The contracting authority and the contracting authority shall publish the documents necessary for the preparation of the tender, the proposal and proof of compliance with the participation conditions, except for the

	<p>documents referred to in Article 64 2 in the profile and provide unlimited, full and direct access by electronic means from the date of publication of the contract notice, the notice used as a call for competition, the notice of the design contest or the notice of concession in the European Journal. In the contract notice, in the notice used as a call for competition, in the contract notice and in the concession notice, the contracting authority and the contracting authority shall indicate the internet address at which documents and information under the first sentence are accessible.</p> <p>(2) The contracting authority and the contracting authority shall publish the tender documents, the information document, the tender conditions and the concession file in the profile on the date of publication of the contract notice, the contract notice, the notice of the design contest or the notice used as a call for competition in the European Journal the law does not provide otherwise.</p>
and please specify the website:	https://www.uvo.gov.sk/ and https://crdvo.uvo.gov.sk/index.php?ID=1
15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?	No
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	n/a
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)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)	No
Private Partner	No

Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
16.4. Obtaining the required land: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
16.5. Obtaining the required right of way: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
PPP Procurement	
18. Which of the following options best describes the required qualifications of the bid evaluation committee	No

members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The bid evaluation committee members require sufficient qualification without specific details.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Section 51 (1) of the Public Procurement Law, the contracting authority is required to set up a commission of at least three members to evaluate the tenders. The members of the Commission must have professional training or professional experience corresponding to the subject of the contract or concession; the contracting authority and the contracting authority are entitled to process the documents to the extent necessary for that purpose. The Commission is competent to evaluate tenders submitted when most of its members are present.
The bid evaluation committee members are not required to have any specific qualifications.	No
Please elaborate and provide examples:	n/a
19. Does the procuring authority issue a public procurement notice of the PPP project?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 26 (1) of the Public Procurement Law, the notices used in the procurement procedure shall be sent by the contracting authority and the contracting authority to the Office for Official Publications of the European Union (hereinafter referred to as “the publications office”) and to the publications office. Furthermore, Pursuant to Article 27 (1) of the Public Procurement Law, the contracting authority shall draw up and send the notice used in the procurement to the publications office and the Authority electronically in the format and procedures for transfer available at the website of the publication office and at the Office’s web site. The date of dispatch of the notice used in the procurement shall be demonstrated by the contracting authority and the contracting authority.
19.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	https://www.uvo.gov.sk/vestnik-590.html ; http://ted.europa.eu/TED/misc/chooseLanguage.do

20. Are foreign companies prohibited from participating in the bidding process?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 102 of the Public Procurement Law:</p> <p>(2)The time limit for submitting applications to participate may not be less than 30 days from the date of dispatch of the notice of concession to the publications office.</p> <p>(3)The time limit for submission of tenders may not be less than 30 days from the date of dispatch</p> <p>a)of the concession notice to the publications office in the case of a call for tender or a public tender,</p> <p>b) invitations to tender, in the case of a procedure other than point (a).</p>
and the time in calendar days:	30
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	Yes
Default	No
Relevant legal/regulatory provision (if any)	<p>Pursuant to Article 102 (1) of the Public Procurement Law:</p> <p>(1) Concession award procedures are:</p> <p>a) public tender,</p> <p>b) narrower competition,</p> <p>c) negotiated procedure with publication,</p> <p>d) competitive dialogue,</p> <p>e) concessional dialogue,</p> <p>f) commercial tender.</p>
22.2. Restricted tendering (with pre-qualification stage): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	<p>Pursuant to Article 102 (1) of the Public Procurement Law:</p> <p>(1) Concession award procedures are:</p> <p>a) public tender,</p> <p>b) narrower competition,</p> <p>c) negotiated procedure with publication,</p> <p>d) competitive dialogue,</p>

	e) concessional dialogue, f) commercial tender.
22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	Pursuant to Article 102 (1) of the Public Procurement Law: (1) Concession award procedures are: a) public tender, b) narrower competition, c) negotiated procedure with publication, d) competitive dialogue, e) concessional dialogue, f) commercial tender.
22.4. Competitive dialogue: Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	Pursuant to Article 102 (1) of the Public Procurement Law: (1) Concession award procedures are: a) public tender, b) narrower competition, c) negotiated procedure with publication, d) competitive dialogue, e) concessional dialogue, f) commercial tender.
22.5. Direct negotiation with more than one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.6. Direct negotiation with only one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.7 Other. Specify:	Concession dialogue
Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	Pursuant to Article 102 (1) of the Public Procurement Law: (1) Concession award procedures are: a) public tender, b) narrower competition, c) negotiated procedure with publication, d) competitive dialogue, e) concessional dialogue, f) commercial tender.

22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Section 102 (14) of the Public Procurement Law, The contracting authority and the contracting entity shall provide unrestricted and complete direct free access by electronic means to the concession file from the date of publication of the concession notice in the European Journal or, if the notice of concession does not contain a call for tenders, from the day on which the invitation to tender was sent. In the wording of the concession notice or the call for proposals, the contracting authority and the contracting authority shall indicate the internet address on which the concession dossier is available.</p> <p>Furthermore, section 42 of the Public Procurement Act specifies the competitive documents (details that will be contained) and section 43 provides for the public availability of those documents.</p>
If no, please elaborate:	<p>n/a</p>
22.9. Do the tender documents specify the prequalification/shortlisting criteria (when applicable) in order to make them available to all the bidders?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant Section 102 of the Pubic Procurement Law:</p> <p>(10) The contracting authority and the contracting authority may, on the basis of objective and non-discriminatory criteria, limit the number of bidders invited to submit tenders in order to allow competition. If the contracting authority / entity applies a limitation, it shall state this in the concession notice, including the criteria for limiting them.</p> <p>(11) Concessions are granted on the basis of objective criteria which are in line with the principles of equal treatment, non-discrimination and transparency and which ensure that tenders are assessed under conditions of competition, which will enable the contracting authority / entity to determine the overall economic advantage. The criteria for the evaluation of the tenders are linked to the subject of the concession and do not give the contracting authority or the contracting authority unlimited freedom of choice. Bid evaluation criteria may include environmental, social and innovation-related requirements. The criteria for the evaluation of tenders are accompanied by requirements that allow effective verification of the information provided by the tenderers. The contracting authority and the contracting authority shall verify that the tenders meet the criteria for the evaluation of the tenders.</p>
22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?	<p>Yes</p>
If yes, please specify and provide the relevant	<p>All of our contributors stated that this happens in practice</p>

legal/regulatory provisions (if any):	
If no, please elaborate:	n/a
23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 48 of the Public Procurement Act, the contracting authority and the contracting authority shall, without delay, provide an explanation of the information necessary for the preparation of the tender, the application and proof of compliance with the conditions of participation to all interested parties known to them, at the latest six days before the closing date for the submission of tenders or the time limit for the submission of documents demonstrating compliance with the participation conditions, that the applicant requests the explanation sufficiently in advance; if an accelerated procedure is used due to an urgent event, this period is four days.
23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 48 of the Public Procurement Act, the contracting authority and the contracting authority shall, without delay, provide an explanation of the information necessary for the preparation of the tender, the application and proof of compliance with the conditions of participation to all interested parties known to them, at the latest six days before the closing date for the submission of tenders or the time limit for the submission of documents demonstrating compliance with the participation conditions, that the applicant requests the explanation sufficiently in advance; if an accelerated procedure is used due to an urgent event, this period is four days.
23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	Yes
If yes, please specify:	The majority of our contributors stated that this happens in practice
If no, please elaborate:	n/a
24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 25 of the Public Procurement Law: (1) The contracting authority / entity may, before commencing the procurement procedure, conduct market consultations for the purpose of preparing it and informing economic operators of the planned procurement procedure. For this purpose, the contracting authority / entity may, in

	<p>particular, seek advice or advice from independent experts, independent institutions or market participants which may be used in the planning or implementation of the procurement procedure if it does not distort competition or breach the principle of non-discrimination and the principle of non- transparency.</p> <p>(2)Where the tenderer or economic operator, in relation to the candidate or tenderer, has provided the contracting authority or the contracting authority with advice, including the consultation referred to in paragraph 1, or otherwise participated in the preparation of a public procurement procedure, the contracting authority or the contracting entity shall take appropriate measures to enable the tenderer the tenderer did not distort competition.</p> <p>(3)The measures referred to in paragraph 2 shall include, in particular, communication of the relevant information to other candidates or tenderers who have been exchanged in relation to the participation of the candidate, tenderer or economic operator in relation to the candidate or tenderer for the preparation of the procurement procedure or information obtained from the participation of the candidate, the tenderer or the tenderer, including the determination of a reasonable time limit for the submission of tenders. The contracting authority / entity shall indicate in the contract notice, the notice to be used as a call for competition, a notice of concession, a notice of a call for competition or a call for tenders, in the case of a subcontract, an internet address on which the relevant information is available.</p>
<p>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?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Pursuant to Article 25 (3) of the Public Procurement Law, the measures referred to in paragraph 2 shall include, in particular, communication of the relevant information to other candidates or tenderers who have been exchanged in relation to the participation of the candidate, tenderer or economic operator in relation to the candidate or tenderer for the preparation of the procurement procedure or information obtained from the participation of the candidate, the tenderer or the tenderer, including the determination of a reasonable time limit for the submission of tenders. The contracting authority / entity shall indicate in the contract notice, the notice to be used as a call for competition, a notice of concession, a notice of a call for competition or a call for tenders, in the case of a subcontract, an internet address on which the relevant information is available.</p>
<p>24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</p>	<p>Yes</p>
<p>If yes, please specify:</p>	<p>The majority of contributors that answered said its done in practice</p>
<p>If no, please elaborate:</p>	<p>n/a</p>

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?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Methodology of the Ministry of Finance of the Slovak Republic dated 21 March 2016 on Procedure for Preparation and Realization of PPP Project and Supervising Mechanism</p>
If no, please elaborate:	<p>n/a</p>
26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 102 (11) of the Public Procurement Law, concessions are granted on the basis of objective criteria which are in line with the principles of equal treatment, non-discrimination and transparency and which ensure that tenders are assessed under conditions of competition, which will enable the contracting authority / entity to determine the overall economic advantage. The criteria for the evaluation of the tenders are linked to the subject of the concession and do not give the contracting authority or the contracting authority unlimited freedom of choice. Bid evaluation criteria may include environmental, social and innovation-related requirements. The criteria for the evaluation of tenders are accompanied by requirements that allow effective verification of the information provided by the tenderers. The contracting authority and the contracting authority shall verify that the tenders meet the criteria for the evaluation of the tenders.</p>
Evaluation criteria is not set in the tender documents	<p>No</p>
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.	<p>Yes</p>
Please specify and provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 57 (2) of the Public Procurement Act, the contracting authority and the contracting authority may cancel the procurement, or part thereof, even if the circumstances in which the contract was awarded have changed if, in the course of a procurement procedure, there are reasons of particular concern for which the contracting authority or the contracting authority cannot be required to they continued in the public procurement</p>

	<p>procedure, in particular if a violation of this law was found which has, or could have, a material impact on the outcome of a public procurement procedure if no more than two tenders were submitted or if the proposed prices in the tenders submitted are higher than the estimated value. Where only one tender has been submitted and the contracting authority or the contracting authority has not withdrawn the procurement or part thereof, it is required to disclose in the profile the reason why it did not cancel the procurement.</p>
<p>The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</p>	No
<p>Please provide the relevant legal/regulatory provisions (if any):</p>	n/a
<p>The procuring authority does not award a PPP contract if only one proposal is submitted.</p>	No
<p>Please provide the relevant legal/regulatory provisions (if any):</p>	n/a
<p>The regulatory framework does not include any provisions.</p>	No
<p>28. Does the procuring authority publish the award notice?</p>	Yes
<p>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</p>	<p>Pursuant to Section 55 (2) of the Public Procurement Act the contracting authority shall, without undue delay in writing to all tenderers whose tenders have been evaluated, after the evaluation of the tenders, after the procedure referred to in paragraph 1 has been completed and after having sent any notice of the exclusion of the tenderer, candidate or tenderer, the outcome of the evaluation of the tenders, the outcome of the evaluation of the bids and the order of the candidates in the profile. The successful tenderer or tenderer shall declare his offer or bids accepted. The unsuccessful tenderer will report that he has failed and the reasons for not accepting his offer. The unsuccessful tenderer shall also identify the successful tenderer or tenderers in the outcome of the evaluation of the tenders, information on the characteristics and benefits of the tender or tenders received and the time limit within which the objection may be lodged.</p> <p>Furthermore, according to section 26 (3) of the Public Procurement Law, the contract notice shall be sent by the contracting authority:</p> <ul style="list-style-type: none"> a) within 30 days after the conclusion of the contract, the framework agreement and the concession contract, b) without delay after the decision to cancel the procurement which was the subject of the contract notice, the notice used as a call for competition, a notice of concession or a notice of a call for competition.

28.1. If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	http://crdvo.uvo.gov.sk/
29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Section 55 (2) of the Public Procurement Act the contracting authority shall, without undue delay in writing to all tenderers whose tenders have been evaluated, after the evaluation of the tenders, after the procedure referred to in paragraph 1 has been completed and after having sent any notice of the exclusion of the tenderer, candidate or tenderer, the outcome of the evaluation of the tenders, the outcome of the evaluation of the bids and the order of the candidates in the profile. The successful tenderer or tenderer shall declare his offer or bids accepted. The unsuccessful tenderer will report that he has failed and the reasons for not accepting his offer. The unsuccessful tenderer shall also identify the successful tenderer or tenderers in the outcome of the evaluation of the tenders, information on the characteristics and benefits of the tender or tenders received and the time limit within which the objection may be lodged.</p> <p>Furthermore, according to section 26 (3) of the Public Procurement Law, the contract notice shall be sent by the contracting authority:</p> <ul style="list-style-type: none"> a) within 30 days after the conclusion of the contract, the framework agreement and the concession contract, b) without delay after the decision to cancel the procurement which was the subject of the contract notice, the notice used as a call for competition, a notice of concession or a notice of a call for competition.
If no, please elaborate:	n/a
29.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Section 55 (2) of the Public Procurement Act the contracting authority shall, without undue delay in writing to all tenderers whose tenders have been evaluated, after the evaluation of the tenders, after the procedure referred to in paragraph 1 has been completed and after having sent any notice of the exclusion of the tenderer, candidate or tenderer, the outcome of the evaluation of the tenders, the outcome of the evaluation of the bids and the order of the candidates in the profile. The successful tenderer or tenderer shall declare his offer or bids accepted. The unsuccessful tenderer will report that he has failed and the reasons for not accepting his offer. The unsuccessful tenderer shall also identify the successful tenderer or tenderers in the outcome of the evaluation of the tenders, information on the characteristics and benefits of the tender or tenders received and the time limit within which the objection may be lodged.</p>

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?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 56 (4) of the Public Procurement Law, if the request for redress has been rejected, the contracting authority and the contracting authority may conclude a contract, framework agreement or concession contract with the successful tenderer or tenderers at the earliest on the sixtieth day following the date of dispatch of the notice of rejection of the request for redress pursuant to Section 165 Article 3 b), if no objections have been received pursuant to § 170 par. 4 .</p>
and the time in calendar days:	<p>16</p>
30.1. Is the standstill period set out in the notice of intention to award?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Section 55 (2) of the Public Procurement Act the contracting authority shall, without undue delay in writing to all tenderers whose tenders have been evaluated, after the evaluation of the tenders, after the procedure referred to in paragraph 1 has been completed and after having sent any notice of the exclusion of the tenderer, candidate or tenderer, the outcome of the evaluation of the tenders, the outcome of the evaluation of the bids and the order of the candidates in the profile. The successful tenderer or tenderer shall declare his offer or bids accepted. The unsuccessful tenderer will report that he has failed and the reasons for not accepting his offer. The unsuccessful tenderer shall also identify the successful tenderer or tenderers in the outcome of the evaluation of the tenders, information on the characteristics and benefits of the tender or tenders received and the time limit within which the objection may be lodged.</p>
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?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 37 (6) of the EU Directive, the contracting authority or contracting entity may hold negotiations with candidates and tenderers. The subject-matter of the concession, the award criteria and the minimum requirements shall not be changed during the course of the negotiations.</p>
31.1. Based on your experience, is it always the case that this restriction is respected in practice?	<p>No</p>
If yes, please specify:	<p>n/a</p>

If no, please elaborate:	The restriction is vague (negotiation may take place to fine-tune the tender or to confirm financial commitments or other conditions of the contract provided that the negotiation does not result in material modification of the tender. Hence, there is a fine line between respecting the restriction and agreeing modifications beyond what is allowed by law.
32. Does the procuring authority publish the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 64 of the Public Procurement Law:</p> <p>(1) The contracting authority and the contracting authority shall publish in the breakdown by public procurement</p> <p>c) contract, concession contract, framework agreement and any change thereof within seven business days from the date of their conclusion; this does not apply to a contract, a concession agreement, a framework agreement, a change thereof, or parts thereof containing information protected under a special regulation, 56)</p> <p>d) the amount actually paid for the performance of the contract, the concession contract or the framework agreement, including their changes, and that First</p> <p>within 90 days of the termination or termination of a contract, concession agreement or framework agreement, Second in the case of a contract, concession contract or framework agreement concluded for a period of more than one year, also on 31 March of the calendar year for the previous calendar year,</p> <p>(2) The Authority shall publish in the profile of the contracting authority and of the contracting authority in the breakdown by individual procurement</p> <p>a) notices used in public procurement, b)</p> <p>a final decision issued by the Authority in the course of supervision.</p> <p>(3) The documents and information referred to in paragraphs 1 and 2 shall be published in the profile for a period of five years from the date of termination or termination of the contract, the concession contract, the framework agreement or the cancellation of the contract award procedure.</p>
32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP contract including all its annexes and appendixes	Yes
Publication of the full PPP contract without including all its annexes and appendixes	No
Publication of a summary of the PPP contract without publishing the full PPP contract	No
Publication of a summary of the PPP contract along with the full PPP contract including	No

all its annexes and appendixes	
Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes	No
32.2. If yes, is it published online?	Yes
If yes, please specify the website:	https://www.crz.gov.sk ; profile of the procuring authority on the web page of the Office for Public Procurement
32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 64 of the Public Procurement Law:</p> <p>(1) The contracting authority and the contracting authority shall publish in the breakdown by public procurement:</p> <p>c) contract, concession contract, framework agreement and any change thereof within seven business days from the date of their conclusion; this does not apply to a contract, a concession agreement, a framework agreement, a change thereof, or parts thereof containing information protected under a special regulation</p> <p>(3) The documents and information referred to in paragraphs 1 and 2 shall be published in the profile for a period of five years from the date of termination or termination of the contract, the concession contract, the framework agreement or the cancellation of the contract award procedure.</p>
PPP Contract Management	
41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Stage 7 of the "Procedure for Preparation and Implementation of PPP Project and Control Process (hereinafter PPP Methodological Guidelines)" outlines steps and methods of monitoring the implementation of the PPP contracts.
41.1. If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team	Yes
Relevant legal/regulatory provisions (if any):	No regulatory basis
Participation of the members of the PPP contract	No

management team in the PPP procurement process and/or vice versa	
Relevant legal/regulatory provisions (if any):	n/a
Elaboration of a PPP implementation manual or an equivalent document	No
Relevant legal/regulatory provisions (if any):	n/a
Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)	No
Relevant legal/regulatory provisions (if any):	n/a
Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)	No
Relevant legal/regulatory provisions (if any):	n/a
41.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please select only one): The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications.	No
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are required to meet sufficient qualification without specific details.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members	Yes

are not required to meet any specific qualifications.	
Please elaborate and provide examples:	The government usually hires consultants but there are not specific requirements
42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to section 6.1.1 of the PPP Methodological Guidelines: With regard to coordination of works and ensure oversight by the sponsor of the contracts entered into should sponsor the contract carefully define its structure management. It may vary from project to project in Depending on the agreement with a private partner (In particular, the scope of activities of individuals); Anyway normally be governed by a contract and supervising compliance with the obligations arising from it on the part of the manager and his contract support team, which also can perform ongoing technical supervision buildings through the appointment of a person to representative of the submitter
42.1. If yes, is the PPP contract construction performance information made available to the public?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
42.2. If yes, is the PPP contract construction performance information made publicly available online?	n/a
If yes, please specify the website:	n/a
43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Stage 7 of the PPP Methodological Guidelines) outlines steps and methods of monitoring the implementation of the PPP contracts.
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	No

Relevant legal/regulatory provisions (if any)	n/a
The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract	Yes
Relevant legal/regulatory provisions (if any)	No regulatory basis
The private partner must provide the procuring or contract management authority with periodic operational and financial data	Yes
Relevant legal/regulatory provisions (if any)	No regulatory basis
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	Yes
Relevant legal/regulatory provisions (if any)	Pursuant to Article 12 (8) of the Public Procurement Act: The obligation under paragraph 3 shall be fulfilled by the contracting authority in electronic form and in a manner to be determined by the Office as part of the reference registration function. The Authority shall provide all technical interfaces to the extent necessary for the fulfillment of the obligations of the contracting authority and of the contracting authority referred to in paragraph 3. Registration of the references to the data entered in the list of economic operators shall be provided by the Office.
The PPP contract performance information must be available to the public	No
Relevant legal/regulatory provisions (if any)	n/a
43.2. Is PPP contract performance information made publicly available online?	n/a
If yes, please specify the website:	n/a
44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a

<p>45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Pursuant to Article 18 of the Public Procurement Act: (1) The contract, framework agreement or concession contract may be changed during its term without a new public procurement if:</p> <p>a) the original agreement, the framework agreement or the concession contract contains clear, precise and unambiguous terms for its adjustment, including the adjustment of the price or option, the scope, nature of the possible adjustments and options and the conditions for their application; it is not possible to determine such a condition as to alter the nature of the contract, framework agreement or concession contract,</p> <p>b) they are additional works, works or services that are necessary, not included in the original contract, framework agreement or concession contract, provided by their original contractor or concessionaire and the change of supplier or concessionaire:</p> <ul style="list-style-type: none"> -First, it is not possible for economic reasons or technical reasons, in particular the requirement of interchangeability or interoperability with existing equipment, services or installations under the original contract, framework agreement or concession contract; and -Second, causes significant difficulties or substantial duplication of costs to the contracting authority or the contracting authority, <p>c) the need for a change resulted from circumstances which the contracting authority or the contracting authority could not foresee when exercising due diligence and did not change the nature of the contract, the framework agreement or the concession contract,</p> <p>d) replacement of the original supplier by a new supplier or original concessionaire by a new concessionaire based on</p> <ul style="list-style-type: none"> -First, application of the condition under (a), - Second the fact that another economic operator fulfilling the initial terms of participation is the legal successor of the original supplier or the original licensee as a result of its reorganization, including merger, merger or bankruptcy, provided that the original contract, framework agreement or concession contract does not substantially change; the purpose of the change is not to avoid the use of procedures and rules under this law, or - Third, the fact that the contracting authority or the contracting entity fulfills the obligations of the main contractor or the main concession holder in respect of its subcontractors under Article 41 or <p>e) there is no substantial change to the original contract, framework agreement or concession contract, irrespective of the value of the change.</p> <p>(2) A substantial change to the original contract, framework agreement or concession contract means a change which, in particular,</p> <p>a) changes the nature or extends the scope of the original contract,</p>

	<p>framework agreement or concession contract,</p> <p>b) supplement or substantially modify the conditions which, in the initial tendering or concession procedure, would allow the participation of other economic operators or which would allow the acceptance of a tender other than that originally accepted,</p> <p>c) changes the economic equilibrium for the benefit of the supplier in a way that the original contract, framework agreement or concession contract did not regulate or</p> <p>d) the original supplier replaces the new supplier or the original concessionaire by the new concessionaire otherwise than under paragraph 1 d).</p> <p>(3) The contract, framework agreement or concession contract may be altered during its term without a new public procurement even if the value of all changes is lower than the financial limit under § 5 depending on the type of the contract or concession and is lower than</p> <p>a) 15% of the value of the original contract or framework agreement in the case of a contract for the execution of the works,</p> <p>b) 10% of the value of the original contract or framework agreement in the case of a contract for the supply of goods or the provision of a service,</p> <p>c) 10% of the value of the original concession contract.</p> <p>(4) The nature of the contract, the framework agreement or the concession contract shall not be changed by the amendment under paragraph 3.</p> <p>(5) In the case of the contracting authority and the change referred to in paragraph 1 (b) or (c), the value of all changes may not exceed 50% of the value of the original contract, framework agreement or concession contract. Repeated changes to a contract, framework agreement or concession contract cannot be avoided by the use of procedures and rules under this Act.</p> <p>(6) Where a contract, framework agreement or concession contract governs the indexation of the price referred to in paragraph 1 (a) for the purposes of calculating the value of the change under paragraphs 3 and 5, the revised value of the original contract, framework agreement or concession contract shall be the reference value. If the concession contract does not provide for price indexation, the average inflation rate achieved in the previous calendar year, as confirmed by the Statistical Office of the Slovak Republic, shall be taken into account for the purpose of calculating the value of the change under paragraphs 3 and 5.</p> <p>(7) The change of the contract, the framework agreement and the concession contract must be in writing.</p> <p>(8) In the case of a change in the contract, the framework agreement and the concession contract under paragraph 1 (d) and paragraph 2 (a). d), a new supplier and a new concessionaire also have the obligation to register in the register of the public sector partners if the original supplier or the original concessionaire also had this obligation.</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.</p>	<p>Yes</p>

construction and first five years of operation).	
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Pursuant to Article 18 of the Public Procurement Act:</p> <p>(1) The contract, framework agreement or concession contract may be changed during its term without a new public procurement if:</p> <p>a) the original agreement, the framework agreement or the concession contract contains clear, precise and unambiguous terms for its adjustment, including the adjustment of the price or option, the scope, nature of the possible adjustments and options and the conditions for their application; it is not possible to determine such a condition as to alter the nature of the contract, framework agreement or concession contract,</p> <p>b) they are additional works, works or services that are necessary, not included in the original contract, framework agreement or concession contract, provided by their original contractor or concessionaire and the change of supplier or concessionaire:</p> <p>-First, it is not possible for economic reasons or technical reasons, in particular the requirement of interchangeability or interoperability with existing equipment, services or installations under the original contract, framework agreement or concession contract; and</p> <p>-Second, causes significant difficulties or substantial duplication of costs to the contracting authority or the contracting authority,</p> <p>c) the need for a change resulted from circumstances which the contracting authority or the contracting authority could not foresee when exercising due diligence and did not change the nature of the contract, the framework agreement or the concession contract,</p> <p>d) replacement of the original supplier by a new supplier or original concessionaire by a new concessionaire based on</p> <p>-First, application of the condition under (a),</p> <p>- Second the fact that another economic operator fulfilling the initial terms of participation is the legal successor of the original supplier or the original licensee as a result of its reorganization, including merger, merger or bankruptcy, provided that the original contract, framework agreement or concession contract does not substantially change; the purpose of the change is not to avoid the use of procedures and rules under this law, or</p> <p>- Third, the fact that the contracting authority or the contracting entity fulfills the obligations of the main contractor or the main concession holder in respect of its subcontractors under Article 41 or</p> <p>e) there is no substantial change to the original contract, framework agreement or concession contract, irrespective of the value of the change.</p> <p>(2) A substantial change to the original contract, framework agreement or concession contract means a change which, in particular,</p> <p>a) changes the nature or extends the scope of the original contract, framework agreement or concession contract,</p> <p>b) supplement or substantially modify the conditions which, in the initial tendering or concession procedure, would allow the participation of other economic operators or which would allow the acceptance of a tender other than that originally accepted,</p> <p>c) changes the economic equilibrium for the benefit of the supplier in a way that the original contract, framework agreement or concession contract did</p>

	<p>not regulate or</p> <p>d) the original supplier replaces the new supplier or the original concessionaire by the new concessionaire otherwise than under paragraph 1 d).</p> <p>(3) The contract, framework agreement or concession contract may be altered during its term without a new public procurement even if the value of all changes is lower than the financial limit under § 5 depending on the type of the contract or concession and is lower than</p> <p>a) 15% of the value of the original contract or framework agreement in the case of a contract for the execution of the works,</p> <p>b) 10% of the value of the original contract or framework agreement in the case of a contract for the supply of goods or the provision of a service,</p> <p>c) 10% of the value of the original concession contract.</p> <p>(4) The nature of the contract, the framework agreement or the concession contract shall not be changed by the amendment under paragraph 3.</p> <p>(5) In the case of the contracting authority and the change referred to in paragraph 1 (b) or (c), the value of all changes may not exceed 50% of the value of the original contract, framework agreement or concession contract. Repeated changes to a contract, framework agreement or concession contract cannot be avoided by the use of procedures and rules under this Act.</p> <p>(6) Where a contract, framework agreement or concession contract governs the indexation of the price referred to in paragraph 1 (a) for the purposes of calculating the value of the change under paragraphs 3 and 5, the revised value of the original contract, framework agreement or concession contract shall be the reference value. If the concession contract does not provide for price indexation, the average inflation rate achieved in the previous calendar year, as confirmed by the Statistical Office of the Slovak Republic, shall be taken into account for the purpose of calculating the value of the change under paragraphs 3 and 5.</p> <p>(7) The change of the contract, the framework agreement and the concession contract must be in writing.</p> <p>(8) In the case of a change in the contract, the framework agreement and the concession contract under paragraph 1 (d) and paragraph 2 (a). d), a new supplier and a new concessionaire also have the obligation to register in the register of the public sector partners if the original supplier or the original concessionaire also had this obligation.</p>
<p>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Pursuant to Article 18 of the Public Procurement Act:</p> <p>(1) The contract, framework agreement or concession contract may be changed during its term without a new public procurement if:</p> <p>a) the original agreement, the framework agreement or the concession contract contains clear, precise and unambiguous terms for its adjustment, including the adjustment of the price or option, the scope, nature of the</p>

possible adjustments and options and the conditions for their application; it is not possible to determine such a condition as to alter the nature of the contract, framework agreement or concession contract,

b) they are additional works, works or services that are necessary, not included in the original contract, framework agreement or concession contract, provided by their original contractor or concessionaire and the change of supplier or concessionaire:

-First, it is not possible for economic reasons or technical reasons, in particular the requirement of interchangeability or interoperability with existing equipment, services or installations under the original contract, framework agreement or concession contract; and

-Second, causes significant difficulties or substantial duplication of costs to the contracting authority or the contracting authority,

c) the need for a change resulted from circumstances which the contracting authority or the contracting authority could not foresee when exercising due diligence and did not change the nature of the contract, the framework agreement or the concession contract,

d) replacement of the original supplier by a new supplier or original concessionaire by a new concessionaire based on

-First, application of the condition under (a),

- Second the fact that another economic operator fulfilling the initial terms of participation is the legal successor of the original supplier or the original licensee as a result of its reorganization, including merger, merger or bankruptcy, provided that the original contract, framework agreement or concession contract does not substantially change; the purpose of the change is not to avoid the use of procedures and rules under this law, or

- Third, the fact that the contracting authority or the contracting entity fulfills the obligations of the main contractor or the main concession holder in respect of its subcontractors under Article 41 or

e) there is no substantial change to the original contract, framework agreement or concession contract, irrespective of the value of the change.

(2) A substantial change to the original contract, framework agreement or concession contract means a change which, in particular,

a) changes the nature or extends the scope of the original contract, framework agreement or concession contract,

b) supplement or substantially modify the conditions which, in the initial tendering or concession procedure, would allow the participation of other economic operators or which would allow the acceptance of a tender other than that originally accepted,

c) changes the economic equilibrium for the benefit of the supplier in a way that the original contract, framework agreement or concession contract did not regulate or

d) the original supplier replaces the new supplier or the original concessionaire by the new concessionaire otherwise than under paragraph 1 d).

(3) The contract, framework agreement or concession contract may be altered during its term without a new public procurement even if the value of all changes is lower than the financial limit under § 5 depending on the type of the contract or concession and is lower than

	<p>a) 15% of the value of the original contract or framework agreement in the case of a contract for the execution of the works,</p> <p>b) 10% of the value of the original contract or framework agreement in the case of a contract for the supply of goods or the provision of a service,</p> <p>c) 10% of the value of the original concession contract.</p> <p>(4) The nature of the contract, the framework agreement or the concession contract shall not be changed by the amendment under paragraph 3.</p> <p>(5) In the case of the contracting authority and the change referred to in paragraph 1 (b) or (c), the value of all changes may not exceed 50% of the value of the original contract, framework agreement or concession contract. Repeated changes to a contract, framework agreement or concession contract can not be avoided by the use of procedures and rules under this Act.</p> <p>(6) Where a contract, framework agreement or concession contract governs the indexation of the price referred to in paragraph 1 (a) for the purposes of calculating the value of the change under paragraphs 3 and 5, the revised value of the original contract, framework agreement or concession contract shall be the reference value. If the concession contract does not provide for price indexation, the average inflation rate achieved in the previous calendar year, as confirmed by the Statistical Office of the Slovak Republic, shall be taken into account for the purpose of calculating the value of the change under paragraphs 3 and 5.</p> <p>(7) The change of the contract, the framework agreement and the concession contract must be in writing.</p> <p>(8) In the case of a change in the contract, the framework agreement and the concession contract under paragraph 1 (d) and paragraph 2 (a. d), a new supplier and a new concessionaire also have the obligation to register in the register of the public sector partners if the original supplier or the original concessionaire also had this obligation.</p>
<p>In other cases, flexibility to change the ownership structure and/or assign the 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>46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Pursuant to Article 18 of the Public Procurement Act:</p> <p>(1) The contract, framework agreement or concession contract may be changed during its term without a new public procurement if:</p> <p>a) the original agreement, the framework agreement or the concession contract contains clear, precise and unambiguous terms for its adjustment, including the adjustment of the price or option, the scope, nature of the</p>

possible adjustments and options and the conditions for their application; it is not possible to determine such a condition as to alter the nature of the contract, framework agreement or concession contract,

b) they are additional works, works or services that are necessary, not included in the original contract, framework agreement or concession contract, provided by their original contractor or concessionaire and the change of supplier or concessionaire:

-First, it is not possible for economic reasons or technical reasons, in particular the requirement of interchangeability or interoperability with existing equipment, services or installations under the original contract, framework agreement or concession contract; and

-Second, causes significant difficulties or substantial duplication of costs to the contracting authority or the contracting authority,

c) the need for a change resulted from circumstances which the contracting authority or the contracting authority could not foresee when exercising due diligence and did not change the nature of the contract, the framework agreement or the concession contract,

d) replacement of the original supplier by a new supplier or original concessionaire by a new concessionaire based on

-First, application of the condition under (a),

- Second the fact that another economic operator fulfilling the initial terms of participation is the legal successor of the original supplier or the original licensee as a result of its reorganization, including merger, merger or bankruptcy, provided that the original contract, framework agreement or concession contract does not substantially change; the purpose of the change is not to avoid the use of procedures and rules under this law, or

- Third, the fact that the contracting authority or the contracting entity fulfills the obligations of the main contractor or the main concession holder in respect of its subcontractors under Article 41 or

e) there is no substantial change to the original contract, framework agreement or concession contract, irrespective of the value of the change.

(2) A substantial change to the original contract, framework agreement or concession contract means a change which, in particular,

a) changes the nature or extends the scope of the original contract, framework agreement or concession contract,

b) supplement or substantially modify the conditions which, in the initial tendering or concession procedure, would allow the participation of other economic operators or which would allow the acceptance of a tender other than that originally accepted,

c) changes the economic equilibrium for the benefit of the supplier in a way that the original contract, framework agreement or concession contract did not regulate or

d) the original supplier replaces the new supplier or the original concessionaire by the new concessionaire otherwise than under paragraph 1 d).

(3) The contract, framework agreement or concession contract may be altered during its term without a new public procurement even if the value of all changes is lower than the financial limit under § 5 depending on the type of the contract or concession and is lower than

	<p>a) 15% of the value of the original contract or framework agreement in the case of a contract for the execution of the works,</p> <p>b) 10% of the value of the original contract or framework agreement in the case of a contract for the supply of goods or the provision of a service,</p> <p>c) 10% of the value of the original concession contract.</p> <p>(4) The nature of the contract, the framework agreement or the concession contract shall not be changed by the amendment under paragraph 3.</p> <p>(5) In the case of the contracting authority and the change referred to in paragraph 1 (b) or (c), the value of all changes may not exceed 50% of the value of the original contract, framework agreement or concession contract. Repeated changes to a contract, framework agreement or concession contract can not be avoided by the use of procedures and rules under this Act.</p> <p>(6) Where a contract, framework agreement or concession contract governs the indexation of the price referred to in paragraph 1 (a) for the purposes of calculating the value of the change under paragraphs 3 and 5, the revised value of the original contract, framework agreement or concession contract shall be the reference value. If the concession contract does not provide for price indexation, the average inflation rate achieved in the previous calendar year, as confirmed by the Statistical Office of the Slovak Republic, shall be taken into account for the purpose of calculating the value of the change under paragraphs 3 and 5.</p> <p>(7) The change of the contract, the framework agreement and the concession contract must be in writing.</p> <p>(8) In the case of a change in the contract, the framework agreement and the concession contract under paragraph 1 (d) and paragraph 2 (a. d), a new supplier and a new concessionaire also have the obligation to register in the register of the public sector partners if the original supplier or the original concessionaire also had this obligation.</p>
46.1. If yes, is an approval from a government authority, other than the procuring authority, required?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>If the amendments require a new procuring procedure to be initiated, then the Ministry of Finance needs to approve the new process. Essentially the same process is followed as if a new project was being put in place. By virtue of Article 18, if the changes are substantial a new procurement procedure would have to be initiated.</p>
46.2. If yes to question 46, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.	<p>Yes</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Pursuant to Article 18 of the Public Procurement Act:</p> <p>(1) The contract, framework agreement or concession contract may be changed during its term without a new public procurement if:</p> <p>a) the original agreement, the framework agreement or the concession contract contains clear, precise and unambiguous terms for its adjustment, including the adjustment of the price or option, the scope, nature of the</p>

possible adjustments and options and the conditions for their application; it is not possible to determine such a condition as to alter the nature of the contract, framework agreement or concession contract,

b) they are additional works, works or services that are necessary, not included in the original contract, framework agreement or concession contract, provided by their original contractor or concessionaire and the change of supplier or concessionaire:

-First, it is not possible for economic reasons or technical reasons, in particular the requirement of interchangeability or interoperability with existing equipment, services or installations under the original contract, framework agreement or concession contract; and

-Second, causes significant difficulties or substantial duplication of costs to the contracting authority or the contracting authority,

c) the need for a change resulted from circumstances which the contracting authority or the contracting authority could not foresee when exercising due diligence and did not change the nature of the contract, the framework agreement or the concession contract,

d) replacement of the original supplier by a new supplier or original concessionaire by a new concessionaire based on

-First, application of the condition under (a),

- Second the fact that another economic operator fulfilling the initial terms of participation is the legal successor of the original supplier or the original licensee as a result of its reorganization, including merger, merger or bankruptcy, provided that the original contract, framework agreement or concession contract does not substantially change; the purpose of the change is not to avoid the use of procedures and rules under this law, or

- Third, the fact that the contracting authority or the contracting entity fulfills the obligations of the main contractor or the main concession holder in respect of its subcontractors under Article 41 or

e) there is no substantial change to the original contract, framework agreement or concession contract, irrespective of the value of the change.

(2) A substantial change to the original contract, framework agreement or concession contract means a change which, in particular,

a) changes the nature or extends the scope of the original contract, framework agreement or concession contract,

b) supplement or substantially modify the conditions which, in the initial tendering or concession procedure, would allow the participation of other economic operators or which would allow the acceptance of a tender other than that originally accepted,

c) changes the economic equilibrium for the benefit of the supplier in a way that the original contract, framework agreement or concession contract did not regulate or

d) the original supplier replaces the new supplier or the original concessionaire by the new concessionaire otherwise than under paragraph 1 d).

(3) The contract, framework agreement or concession contract may be altered during its term without a new public procurement even if the value of all changes is lower than the financial limit under § 5 depending on the type of the contract or concession and is lower than

	<p>a) 15% of the value of the original contract or framework agreement in the case of a contract for the execution of the works,</p> <p>b) 10% of the value of the original contract or framework agreement in the case of a contract for the supply of goods or the provision of a service,</p> <p>c) 10% of the value of the original concession contract.</p> <p>(4) The nature of the contract, the framework agreement or the concession contract shall not be changed by the amendment under paragraph 3.</p> <p>(5) In the case of the contracting authority and the change referred to in paragraph 1 (b) or (c), the value of all changes may not exceed 50% of the value of the original contract, framework agreement or concession contract. Repeated changes to a contract, framework agreement or concession contract cannot be avoided by the use of procedures and rules under this Act.</p> <p>(6) Where a contract, framework agreement or concession contract governs the indexation of the price referred to in paragraph 1 (a) for the purposes of calculating the value of the change under paragraphs 3 and 5, the revised value of the original contract, framework agreement or concession contract shall be the reference value. If the concession contract does not provide for price indexation, the average inflation rate achieved in the previous calendar year, as confirmed by the Statistical Office of the Slovak Republic, shall be taken into account for the purpose of calculating the value of the change under paragraphs 3 and 5.</p> <p>(7) The change of the contract, the framework agreement and the concession contract must be in writing.</p> <p>(8) In the case of a change in the contract, the framework agreement and the concession contract under paragraph 1 (d) and paragraph 2 (a. d), a new supplier and a new concessionaire also have the obligation to register in the register of the public sector partners if the original supplier or the original concessionaire also had this obligation.</p>
A change in the risk allocation of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the financial and/or economic balance of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Pursuant to Article 18 of the Public Procurement Act:</p> <p>(1) The contract, framework agreement or concession contract may be changed during its term without a new public procurement if:</p> <p>a) the original agreement, the framework agreement or the concession contract contains clear, precise and unambiguous terms for its adjustment, including the adjustment of the price or option, the scope, nature of the possible adjustments and options and the conditions for their application; it is not possible to determine such a condition as to alter the nature of the contract, framework agreement or concession contract,</p> <p>b) they are additional works, works or services that are necessary, not included in the original contract, framework agreement or concession</p>

contract, provided by their original contractor or concessionaire and the change of supplier or concessionaire:

-First, it is not possible for economic reasons or technical reasons, in particular the requirement of interchangeability or interoperability with existing equipment, services or installations under the original contract, framework agreement or concession contract; and

-Second, causes significant difficulties or substantial duplication of costs to the contracting authority or the contracting authority,

c) the need for a change resulted from circumstances which the contracting authority or the contracting authority could not foresee when exercising due diligence and did not change the nature of the contract, the framework agreement or the concession contract,

d) replacement of the original supplier by a new supplier or original concessionaire by a new concessionaire based on

-First, application of the condition under (a),

- Second the fact that another economic operator fulfilling the initial terms of participation is the legal successor of the original supplier or the original licensee as a result of its reorganization, including merger, merger or bankruptcy, provided that the original contract, framework agreement or concession contract does not substantially change; the purpose of the change is not to avoid the use of procedures and rules under this law, or

- Third, the fact that the contracting authority or the contracting entity fulfills the obligations of the main contractor or the main concession holder in respect of its subcontractors under Article 41 or

e) there is no substantial change to the original contract, framework agreement or concession contract, irrespective of the value of the change.

(2) A substantial change to the original contract, framework agreement or concession contract means a change which, in particular,

a) changes the nature or extends the scope of the original contract, framework agreement or concession contract,

b) supplement or substantially modify the conditions which, in the initial tendering or concession procedure, would allow the participation of other economic operators or which would allow the acceptance of a tender other than that originally accepted,

c) changes the economic equilibrium for the benefit of the supplier in a way that the original contract, framework agreement or concession contract did not regulate or

d) the original supplier replaces the new supplier or the original concessionaire by the new concessionaire otherwise than under paragraph 1 d).

(3) The contract, framework agreement or concession contract may be altered during its term without a new public procurement even if the value of all changes is lower than the financial limit under § 5 depending on the type of the contract or concession and is lower than

a) 15% of the value of the original contract or framework agreement in the case of a contract for the execution of the works,

b) 10% of the value of the original contract or framework agreement in the case of a contract for the supply of goods or the provision of a service,

c) 10% of the value of the original concession contract.

	<p>(4) The nature of the contract, the framework agreement or the concession contract shall not be changed by the amendment under paragraph 3.</p> <p>(5) In the case of the contracting authority and the change referred to in paragraph 1 (b) or (c), the value of all changes may not exceed 50% of the value of the original contract, framework agreement or concession contract. Repeated changes to a contract, framework agreement or concession contract cannot be avoided by the use of procedures and rules under this Act.</p> <p>(6) Where a contract, framework agreement or concession contract governs the indexation of the price referred to in paragraph 1 (a) for the purposes of calculating the value of the change under paragraphs 3 and 5, the revised value of the original contract, framework agreement or concession contract shall be the reference value. If the concession contract does not provide for price indexation, the average inflation rate achieved in the previous calendar year, as confirmed by the Statistical Office of the Slovak Republic, shall be taken into account for the purpose of calculating the value of the change under paragraphs 3 and 5.</p> <p>(7) The change of the contract, the framework agreement and the concession contract must be in writing.</p> <p>(8) In the case of a change in the contract, the framework agreement and the concession contract under paragraph 1 (d) and paragraph 2 (a). d), a new supplier and a new concessionaire also have the obligation to register in the register of the public sector partners if the original supplier or the original concessionaire also had this obligation.</p>
A change in the duration of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the agreed price or tariff.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Pursuant to Article 18 of the Public Procurement Act:</p> <p>(1) The contract, framework agreement or concession contract may be changed during its term without a new public procurement if:</p> <p>a) the original agreement, the framework agreement or the concession contract contains clear, precise and unambiguous terms for its adjustment, including the adjustment of the price or option, the scope, nature of the possible adjustments and options and the conditions for their application; it is not possible to determine such a condition as to alter the nature of the contract, framework agreement or concession contract,</p> <p>b) they are additional works, works or services that are necessary, not included in the original contract, framework agreement or concession contract, provided by their original contractor or concessionaire and the change of supplier or concessionaire:</p> <p>-First, it is not possible for economic reasons or technical reasons, in particular the requirement of interchangeability or interoperability with existing equipment, services or installations under the original contract, framework agreement or concession contract; and</p>

-Second, causes significant difficulties or substantial duplication of costs to the contracting authority or the contracting authority,

c) the need for a change resulted from circumstances which the contracting authority or the contracting authority could not foresee when exercising due diligence and did not change the nature of the contract, the framework agreement or the concession contract,

d) replacement of the original supplier by a new supplier or original concessionaire by a new concessionaire based on

-First, application of the condition under (a),

- Second the fact that another economic operator fulfilling the initial terms of participation is the legal successor of the original supplier or the original licensee as a result of its reorganization, including merger, merger or bankruptcy, provided that the original contract, framework agreement or concession contract does not substantially change; the purpose of the change is not to avoid the use of procedures and rules under this law, or

- Third, the fact that the contracting authority or the contracting entity fulfills the obligations of the main contractor or the main concession holder in respect of its subcontractors under Article 41 or

e) there is no substantial change to the original contract, framework agreement or concession contract, irrespective of the value of the change.

(2) A substantial change to the original contract, framework agreement or concession contract means a change which, in particular,

a) changes the nature or extends the scope of the original contract, framework agreement or concession contract,

b) supplement or substantially modify the conditions which, in the initial tendering or concession procedure, would allow the participation of other economic operators or which would allow the acceptance of a tender other than that originally accepted,

c) changes the economic equilibrium for the benefit of the supplier in a way that the original contract, framework agreement or concession contract did not regulate or

d) the original supplier replaces the new supplier or the original concessionaire by the new concessionaire otherwise than under paragraph 1 d).

(3) The contract, framework agreement or concession contract may be altered during its term without a new public procurement even if the value of all changes is lower than the financial limit under § 5 depending on the type of the contract or concession and is lower than

a) 15% of the value of the original contract or framework agreement in the case of a contract for the execution of the works,

b) 10% of the value of the original contract or framework agreement in the case of a contract for the supply of goods or the provision of a service,

c) 10% of the value of the original concession contract.

(4) The nature of the contract, the framework agreement or the concession contract shall not be changed by the amendment under paragraph 3.

(5) In the case of the contracting authority and the change referred to in paragraph 1 (b) or (c), the value of all changes may not exceed 50% of the value of the original contract, framework agreement or concession contract.

Repeated changes to a contract, framework agreement or concession contract

	<p>cannot be avoided by the use of procedures and rules under this Act.</p> <p>(6) Where a contract, framework agreement or concession contract governs the indexation of the price referred to in paragraph 1 (a) for the purposes of calculating the value of the change under paragraphs 3 and 5, the revised value of the original contract, framework agreement or concession contract shall be the reference value. If the concession contract does not provide for price indexation, the average inflation rate achieved in the previous calendar year, as confirmed by the Statistical Office of the Slovak Republic, shall be taken into account for the purpose of calculating the value of the change under paragraphs 3 and 5.</p> <p>(7) The change of the contract, the framework agreement and the concession contract must be in writing.</p> <p>(8) In the case of a change in the contract, the framework agreement and the concession contract under paragraph 1 (d) and paragraph 2 (a. d), a new supplier and a new concessionaire also have the obligation to register in the register of the public sector partners if the original supplier or the original concessionaire also had this obligation.</p>
46.3. Can the procuring authority unilaterally modify a PPP contract?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Pursuant to Article 18 (1) (c) of the Public Procurement Act the contract, framework agreement or concession contract may be changed during its term without a new public procurement if: the need for a change resulted from circumstances which the contracting authority or the contracting authority could not foresee when exercising due diligence and did not change the nature of the contract, the framework agreement or the concession contract.
Material Adverse government action .	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Change in the Law.	No
If yes, please provide the relevant legal/regulatory/standard	n/a

contractual provisions (if any):	
Refinancing.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Subcontracting and replacement of the subcontractors.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 41 of the Public Procurement Act discusses and regulates the issue of the use of subcontractors.
48. Does the regulatory framework (including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the implementation of PPP contracts?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	No regulatory basis
48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body	No
If yes, please specify:	n/a
Local courts	Yes
Domestic arbitration	Yes
International arbitration	Yes
Investor-State Dispute Settlement (ISDS)	Yes
Mediation	Yes
Please provide the relevant legal/ regulatory/standard contractual provisions (if any)	The Slovakia is a member of the New York Convention and ICSID
48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration	Yes

If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	Pursuant to Section 44 of Act 242/2002 (as amended), (1) Arbitral awards made in the territory of the Slovak Republic are domestic arbitral awards. (2) Upon the expiry of the time period for its performance in the Slovak Republic, a final domestic arbitral award shall be enforceable pursuant to special regulations
International arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	The Slovak Republic is a member of the New York Convention. Furthermore Pursuant to Section 49 of Act No. 244/2002: (1) Foreign arbitral awards need not be recognised by special decisions. A foreign arbitral award is considered recognised once the court having jurisdiction to enforce or to perform execution takes notice of the award as if it were a domestic arbitral award. (2) Foreign arbitral awards shall be enforced in the territory of the Slovak Republic as domestic arbitral awards. (3) Recognition of a foreign arbitral award which does not need to be enforced shall be effected by a court order and delivered to the claimant only. Recognised foreign arbitral awards shall have the same effect as domestic arbitral awards
Investor-State arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	The Slovak Republic is a member of ICSID Furthermore Pursuant to Section 49 of Act No. 244/2002: (1) Foreign arbitral awards need not be recognised by special decisions. A foreign arbitral award is considered recognised once the court having jurisdiction to enforce or to perform execution takes notice of the award as if it were a domestic arbitral award. (2) Foreign arbitral awards shall be enforced in the territory of the Slovak Republic as domestic arbitral awards. (3) Recognition of a foreign arbitral award which does not need to be enforced shall be effected by a court order and delivered to the claimant only. Recognised foreign arbitral awards shall have the same effect as domestic arbitral awards
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?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard	No regulatory basis

contractual provisions (if any):	
50. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that a direct agreement should be signed with the lenders.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Other.	n/a
Please Specify:	n/a

51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?	<p>Yes</p>
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Pursuant to Section 19 of the Public Procurement Act:</p> <p>(1) The contracting authority / entity may withdraw from:</p> <p>a) a contract, a framework agreement or a concession contract if, at the time of its conclusion, there was a reason to exclude the supplier or the concessionaire from non-fulfillment of the participation condition pursuant to Article 32 (1) a) ,</p> <p>b) contract or framework agreement, if that should not be closed with the supplier in relation to a serious breach of the obligations arising from legally binding act of the European Union, 40) decided by the Court of Justice of the European Union in accordance with the Treaty on the Functioning of the European Union</p> <p>c) concession contract if the Slovak Republic has breached an obligation under a legally binding act of the European Union 40) due to the contracting authority or entity violated the obligations arising out of the legally binding act decided by the Court of Justice of the European Union in accordance with the Treaty on the Functioning of the European Union. 41)</p> <p>(2) The contracting authority / entity may withdraw from the part of the contract, framework agreement or concession contract that substantially changed the original contract, framework agreement or concession contract and which required new public procurement.</p> <p>(3) The contracting authority and the contracting authority may withdraw from the contract, the framework agreement or the concession agreement concluded with the tenderer who was not entered in the register of public sector partners at the time of the conclusion of the contract, the framework agreement or the concession contract or was deleted from the register of public sector partners.</p> <p>(4) This provision is without prejudice to the right of the contracting authority or the contracting authority to withdraw from the contract, framework agreement, concession contract or part thereof under a separate regulation.</p>
51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?	<p>No</p>
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>n/a</p>
Unsolicited Proposals	
34. Are unsolicited proposals in The Slovak Republic:	<p>No</p>

(choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)	
Explicitly allowed by the legal framework?	No
Not regulated by the legal framework, but do happen in practice?	No
Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)	Yes
If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions	n/a
35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)	n/a
If yes, please specify and provide the relevant legal/regulatory provisions (if any)	n/a
35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
36. Which of the following options best describe how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.	n/a
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a

The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority does not evaluate unsolicited proposals against existing government priorities.	n/a
Please elaborate and provide examples:	n/a
37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.	n/a
39.2 Developer's fee (reimbursing the original proponent for the project development cost).	n/a
39.3 Bid Bonus.	n/a
39.4 Swiss challenge (If unsuccessful, the original	n/a

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