



PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN SLOVENIA

SURVEY QUESTION	ANALYSIS
PPP Regulatory Framework	
2. Does the regulatory framework in your country allow procuring PPPs?	Yes
If yes, please specify the relevant regulatory framework and the year of adoption:	<p>- Public-Private Partnership Act (hereinafter PPP Act), adopted in 2006, URL: http://www.pisrs.si/Pis.web/pregledPredpisa?id=ZAKO4323 (in Slovene), http://www.mf.gov.si/fileadmin/mf.gov.si/pageuploads/javno_zas_partnerstvo/53646-ZJZP_EN.pdf (in English) - Rules on the content of the eligibility of execution of a project according to the model of public - private partnership, adopted in 2007, URL: http://www.pisrs.si/Pis.web/pregledPredpisa?id=NAVO831 (in Slovene)- Rules on content and mode of keeping records on public-private partnership projects and awarded contracts within public-private partnership, adopted in 2007, URL: http://www.pisrs.si/Pis.web/pregledPredpisa?id=PRAV8082 (in Slovene)- Public Procurement Act, adopted in 2015, URL: http://pisrs.si/Pis.web/pregledPredpisa?id=ZAKO7086 (in Slovene)- Services of General Economic Interest Act, adopted in 1993, URL: http://www.pisrs.si/Pis.web/pregledPredpisa?id=ZAKO272- Legal Protection in Public Procurement Procedures Act, adopted in 2001, URL:http://www.pisrs.si/Pis.web/pregledPredpisa?id=ZAKO5975- Decree on green public procurement, URL: http://www.pisrs.si/Pis.web/pregledPredpisa?id=URED5194- Decree on financial collateral in public procurement, URL: http://www.pisrs.si/Pis.web/pregledPredpisa?id=URED7200- Rules on the publication of contracts in the field of public procurement, concessions and public-private partnerships, URL: http://www.pisrs.si/Pis.web/pregledPredpisa?id=PRAV12413</p>
and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	<p>PPP Act: URL: http://www.pisrs.si/Pis.web/pregledPredpisa?id=ZAKO4323 (in Slovene), http://www.mf.gov.si/fileadmin/mf.gov.si/pageuploads/javno_zas_partnerstvo/53646-ZJZP_EN.pdf (in English) Rules on Concept of PPP: http://www.pisrs.si/Pis.web/pregledPredpisa?id=NAVO831 Rules on Keeping Records of PPP: http://www.pisrs.si/Pis.web/pregledPredpisa?id=PRAV8082 Public Procurement Act: http://pisrs.si/Pis.web/pregledPredpisa?id=ZAKO7086</p>
2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs that: Took place in 2016,	No

are ongoing and/or are planned to be adopted BEFORE June 1, 2017?	
Please describe:	n/a
2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?	Yes
Please describe:	Implementation of The Directive 2014/23 on the award of concession contracts (Act on awarding concessions).
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	No

explicitly prohibit or restrict PPPs in any of the following sectors?: Telecom	
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 Slovenia and provide their website(s) (if available):	(i) authorities of the Republic of Slovenia; (ii) authorities of self-governing local communities, (iii) other bodies governed by public law; (iv) public undertakings which pursue one or more activities in the field of infrastructure; (v) entities that are not referred to above but pursue one or more activities in the field of infrastructure, operating on the basis of special or exclusive rights granted by a competent authority of the Republic of Slovenia.
6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?	Yes
If yes, please indicate its name, and its website (if available):	Department of Public Property Management within the Ministry of Finance (http://www.mf.gov.si/si/delovna_podrocja/javno_zasebno_partnerstvo/)
6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.	Yes

6.2 PPP capacity building for other public authorities.	Yes
6.3 PPP promotion among the public and/or private sectors in national and international forums.	Yes
6.4 Technical support in implementing PPP projects.	Yes
6.5 Identification and selection of PPP projects from the pipeline.	No
6.6 Revision of fiscal risks born by the Government.	No
6.7 Consultation with affected communities on potential impact of PPP projects.	No
6.8 Approval of PPP projects.	No
6.9 Undertaking the procurement of PPPs.	No
6.10 Oversight of PPP implementation.	Yes
6.11 Other	No
6.11 please specify:	n/a
Please provide the relevant legal/regulatory provisions:	Article 20 of the PPP Act established the responsibilities of the PPP department within the Ministry of Finance.
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?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.2. Does the Ministry of Finance (or government	No

more broadly) have a specific system of: Budgeting for PPP projects.	
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.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>In compliance with the regulations governing access to information of a public nature, the public-private partnership contractor shall inform users of its services and other interested persons of the operation of the public-private partnership, its own work, tasks and competence, the rights and obligations of users and the procedures for fulfilling them, as well as other important facts (Article 71 of the Public Private Partnership Act).</p> <p>Article 20 of PPP Act: (3) The Ministry shall also keep records of public-private partnership projects and monitor them, and shall offer expert assistance to other public partners on the national (sectoral units) or local levels in formulating documents serving to determine the fulfilment of the economic, legal and other conditions for the creation and operation of public-private partnerships, in seeking technical solutions for public-private partnerships and in all other issues relating to the formation of relationships or carrying out the procedure for selecting private partners. On the basis of good practices it shall draw up guidelines and standards for the selection, monitoring and assessment of public-private partnership projects. (4) The Ministry shall link and coordinate its work with budgetary planning and the implementation of capital and other projects that might be the subject of public-private partnership, and shall keep records of public-private partnership contracts, and on the basis of annual information and reports shall also draw up annual reports on the success of implementation of individual public-private partnership projects. (5) The Ministry shall work to provide education, information exchange, public presentations and promotion of the possibility of public-private partnership on the national and local levels. (6) The substance and record-keeping for projects and records of public-private partnership contracts shall be regulated by an implementing regulation issued on the basis of this Act by the minister competent for finance.</p>

8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting according to International Public Sector Accounting Standards (IPSAS).	No
Accounting and reporting according to other international standard (e.g. European System of Accounts).	Yes
Please specify:	ESA 2010
Other.	n/a
Please specify:	n/a
9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?	No
If yes, please specify the relevant authority	n/a
and provide the relevant legal/regulatory provisions (if any):	n/a
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?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
10. Does the procuring authority use transaction advisors during the PPP project cycle?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 20 (2) The Ministry shall monitor, advise and in compliance with regulations participate in the selection, evaluation and operation of public-private partnership projects. In compliance with regulations the Ministry shall

	<p>cooperate in all stages of the creation and operation of public-private partnerships, especially in public calls and the collection of applications, in compliance with the provisions of Articles 32 and 34 of this Act, and in supervising the operation of public-private partnership projects. Where necessary it shall also involve the representatives of other ministries or external experts in performing activities.</p>
<p>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.</p>	<p>No</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency</p>	<p>Yes</p>

of PPPs with other government investment priorities in practice.	
If yes, please elaborate:	The investment should be in line with National Reform Program and Stability and Growth Pact and should be on the priority list of the projects
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:	Majority of our contributors indicated that it occurs in practice
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)	Pursuant to Article 31 (2) of the PPP Act, The purpose of the preliminary procedure is to determine, on the basis of a capital elaborate, whether the economic, legal, technical, environmental and other conditions for implementing the project and establishing a public-private partnership have been fulfilled, and to define the fundamental elements of public-private partnership to determine the substance of the decision and/or document on public-private partnership. For noncapital programmes, instead of a capital elaborate another appropriate document with the same function shall be used.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	Not Always

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)	Pursuant to Article 31 (2) of the PPP Act, The purpose of the preliminary procedure is to determine, on the basis of a capital elaborate, whether the economic, legal, technical, environmental and other conditions for implementing the project and establishing a public-private partnership have been fulfilled, and to define the fundamental elements of public-private partnership to determine the substance of the decision and/or document on public-private partnership. For noncapital programmes, instead of a capital elaborate another appropriate document with the same function shall be used.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	n/a
12.3. Risk identification, allocation and assessment (risk matrix)	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
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)	No regulatory basis
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a

Is the assessment done in practice?	Yes
Details:	n/a
12.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	n/a
12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	n/a
12.7. Environmental impact assessment	Yes
Relevant legal/regulatory provision (if any)	An Environmental Impact Assessment is conducted as per EU Directive 2011/92
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Environmental Impact Assessment as per EU Directive 2011/92
Is the assessment done in practice?	Yes
Details:	Majority of contributors indicated that this occurs 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)?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and specify which of the assessments are included in the request for proposals and/or tender documents:	n/a
13.1. Are the assessments published online?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
specify the website	n/a
please specify which of the assessments are published online:	n/a
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):	<p>According to Article 67 (1) of the Public Procurement Act, the contracting authority shall publish the contract award documentation on or through the public procurement portal, unless it issues a contract under a negotiated procedure without prior publication or a competitive negotiated procedure in which, pursuant to paragraph (1) of Article 44 Of the law apply the exception to the publication of a contract notice. The documentation shall include at least the information required by this law and the draft contract for the execution of a public contract. As part of this dossier, information provided by the contracting entity to economic operators participating in the public procurement procedure shall also be considered.</p> <ul style="list-style-type: none"> – the address, room, date and hour of bid opening, – the deadline by which candidates will be informed of the outcome of the public tender. <p>Furthermore, Pursuant to Article 48 (1) of the PPP Act, Publication of a public tender notice in accordance with a decision on public-private partnership and/or a</p>

	<p>public-private partnership instrument shall include at least:</p> <ul style="list-style-type: none"> – an indication that this involves a public-private partnership pursuant to this Act, – the name or title and registered office of the public partner, – information on the publication of the decision on public-private partnership and the public private partnership instrument, – the subject, nature, scope and geographical area of the public-private partnership, – the start and envisaged duration of the public-private partnership, – the procedure of selecting the public-private partnership contractor, – the place, time and payment conditions for obtaining tender documentation, – the place and deadline for submitting applications, the conditions for submission (possible security etc.), – the requirements regarding the content of applications (presentation of the method of operating the public-private partnership in the bid, structures and facilities in the bid, expected profit from operating the partnership and so forth), – the conditions that candidates must fulfil and proof of their fulfilment, – the conditions for submitting joint applications, – the criteria for selecting the most advantageous candidate and/or the criteria for progressing through the stages of competitive dialogue.
If no, please elaborate	n/a
14.1. Are the tender documents published online?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 42 of the PPP Act, Irrespective of the form of selection instrument, a public-private partnership contractor shall be selected, unless otherwise provided by law, on the basis of a public tender, notice of which must also be published on the Internet. Further reiterating that, Article 13 (2) of the PPP Act states that all tender notices and other procedural documents in the process of establishing public-private partnerships (selection document and so forth) must be published on the worldwide web.</p> <p>Lastly, According to Article 52 (2) of the Public Procurement Act: The contracting authority prepares and publishes the public procurement notice in connection with the public procurement. The publication of the notice in the Official Journal of the European Union shall be provided by electronic means through the procurement portal if the contracting authority indicates in a notice that the notice must also be published in the Official Journal of the European Union. The acknowledgment of receipt of the notice sent for publication and the confirmation of its publication, indicating the date of publication issued by the Procurement Portal and the Publications Office of the European Union, shall be considered as evidence and must be kept by the contracting authority and, if necessary, presented as evidence.</p>
and please specify the website:	https://www.enarocanje.si/ ; on the web page of the public partner; EU Journal
15. In a case comparable to the case study assumptions, have	No

standardized PPP model contracts and/or transaction documents been developed?	
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)	Yes
To be established in the contract	No
Relevant legal/regulatory provision (if any)	Pursuant to Article 19 of the PPP Act, The public partner shall assist the public-private partnership contractor in securing the necessary material and other rights and the various permits which the contractor alone cannot obtain, in compliance with regulations and the public-private partnership contract.
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)	Yes
To be established in the contract	No
Relevant legal/regulatory provision (if any)	Pursuant to Article 19 of the PPP Act, The public partner shall assist the public-private partnership contractor in securing the necessary material and other rights and the various permits which the contractor alone cannot obtain, in compliance

	with regulations and the public-private partnership contract.
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)	Yes
To be established in the contract	No
Relevant legal/regulatory provision (if any)	Pursuant to Article 19 of the PPP Act, The public partner shall assist the public-private partnership contractor in securing the necessary material and other rights and the various permits which the contractor alone cannot obtain, in compliance with regulations and the public-private partnership contract.
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)	Yes
To be established in the contract	No
Relevant legal/regulatory provision (if any)	Pursuant to Article 19 of the PPP Act, The public partner shall assist the public-private partnership contractor in securing the necessary material and other rights and the various permits which the contractor alone cannot obtain, in compliance with regulations and the public-private partnership contract.
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)	Yes
To be established in the contract	No

Relevant legal/regulatory provision (if any)	Pursuant to Article 19 of the PPP Act, The public partner shall assist the public-private partnership contractor in securing the necessary material and other rights and the various permits which the contractor alone cannot obtain, in compliance with regulations and the public-private partnership contract.
PPP Procurement	
18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The bid evaluation committee members require sufficient qualification without specific details.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 52 of the PPP Act: (1) A public partner referred to in Article 11 of this Act shall appoint an expert committee for the selection of a private partner for operating the subject of a public-private partnership or establishing an equity partnership, comprising a chairman and at least two members. All members of the committee must have at least university level education and working experience in the relevant area in order to facilitate expert assessment of applications. (2) The chairman and members of the committee may not be in a business relationship with candidates, their representatives, members of boards, supervisory boards, founders, partners or shareholders with a controlling interest or persons with the power of attorney, or in any other way associated by interest, directly related or indirectly related to the fourth degree, in a marital relationship or affinity by marriage to the second degree inclusive, even where such marital relationship has terminated, or live with a candidate in a relationship resembling marriage or in a registered same-sex partnership. The public partner may not appoint to the committee any person who was employed by or worked in any other way for a candidate, unless a period of three years has passed since employment or other form of cooperation was terminated. Fulfilment of the conditions for appointment to the committee shall be confirmed by each member in a written statement.
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 42 of the PPP Act, Irrespective of the form of selection instrument, a public-private partnership contractor shall be selected, unless otherwise provided by law, on the basis of a public tender, notice of which must also be published on the Internet. Furthermore, according to Article 67 (1) of the Public Procurement Act, the contracting authority shall publish the contract award documentation on or through the public procurement portal, unless it issues a contract under a negotiated procedure without prior publication or a competitive negotiated procedure in which, pursuant to paragraph (1) of Article 44 Of the law apply the exception to the publication of a contract notice. The documentation shall include at least the information required by this law and the draft contract for the execution of a public contract. As part of this dossier, information provided by the contracting entity to economic operators participating in the public procurement procedure shall also be considered.
19.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	http://www.eujn.si/ .
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):	Pursuant to Article 82 (3) of the PPP Act, the deadline for submission of applications shall be at least 52 days. If the notice of a public tender is submitted for publication in electronic form, the awarding authority may reduce the deadline referred to in the preceding paragraph by a maximum of 7 days. The period for submissions shall begin on the day the request for publication of the public tender notice is submitted to the official journal.
and the time in calendar days:	52
22.1. In a case comparable to the case study assumptions, which are the procurement procedures available	Yes

and/or set as default for PPP projects? Open tendering: Available	
Default	No
Relevant legal/regulatory provision (if any)	<p>Pursuant to Article 39 (1) of the Public Procurement Act: The contracting authority may, in the manner and under the conditions laid down in this Act, apply the following procedures for the award of a public contract:</p> <ul style="list-style-type: none"> A) open procedure; B) restricted procedure; C) competitive dialogue; Č) partnership for innovation; D) competitive negotiated procedure; E) negotiated procedure with publication; F) negotiated procedure without prior publication; G) the low value order process.
22.2. Restricted tendering (with pre-qualification stage): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	<p>Pursuant to Article 39 (1) of the Public Procurement Act: The contracting authority may, in the manner and under the conditions laid down in this Act, apply the following procedures for the award of a public contract:</p> <ul style="list-style-type: none"> B) restricted procedure; <p>Furthermore, according to article 41 (1) of the Public Procurement Act, in a restricted procedure, any interested economic operator may apply for participation on the basis of a published invitation to participate. The application for the participation shall be accompanied by the information for determining the skills required by the contracting authority.</p>
22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.4. Competitive dialogue: Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	<p>Pursuant to Article 46 (1) of the PPP Act, Irrespective of the form and the regulation of the public-private partnership procedure in a special act, in selecting a public-private partnership contractor the procedure of competitive dialogue may be used for selecting the most economically advantageous bid. Furthermore, it should be noted that the entirety of article 46 is on the use of a competitive dialogue procedure.</p>
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:	partnership for innovation; the low value order process; competitive negotiated procedure;
Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	<p>Pursuant to Article 39 (1) of the Public Procurement Act: The contracting authority may, in the manner and under the conditions laid down in this Act, apply the following procedures for the award of a public contract:</p> <p>A) open procedure; B) restricted procedure; C) competitive dialogue; Č) partnership for innovation; D) competitive negotiated procedure; E) negotiated procedure with publication; F) negotiated procedure without prior publication; G) the low value order process.</p>
22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 48 (1) of the PPP Act, the publication of a public tender notice in accordance with a decision on public-private partnership and/or a public-private partnership instrument shall include at least:</p> <ul style="list-style-type: none"> – an indication that this involves a public-private partnership pursuant to this Act, – the name or title and registered office of the public partner, – information on the publication of the decision on public-private partnership and the public private partnership instrument, – the subject, nature, scope and geographical area of the public-private partnership, – the start and envisaged duration of the public-private partnership, – the procedure of selecting the public-private partnership contractor, – the place, time and payment conditions for obtaining tender documentation, – the place and deadline for submitting applications, the conditions for submission (possible security etc.), – the requirements regarding the content of applications (presentation of the method of operating the public-private partnership in the bid, structures and facilities in the bid, expected profit from operating the partnership and so forth), – the conditions that candidates must fulfil and proof of their fulfilment,

	<ul style="list-style-type: none"> – the conditions for submitting joint applications, – the criteria for selecting the most advantageous candidate and/or the criteria for progressing through the stages of competitive dialogue, – the address, room, date and hour of bid opening, – the deadline by which candidates will be informed of the outcome of the public tender. <p>Furthermore, article 48 (4) of the PPP Act states that the tender documentation must set out all the information and data that will enable candidates to formulate complete applications.</p>
If no, please elaborate:	n/a
22.9. Do the tender documents specify the prequalification/shortlisting criteria (when applicable) in order to make them available to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to article 41 (1) of the Public Procurement Act, in a restricted procedure, any interested economic operator may apply for participation on the basis of a published invitation to participate. The application for the participation shall be accompanied by the information for determining the skills required by the contracting authority.
22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	Article 50 of the PPP Act and Articles 84 and 89 of the Public Procurement Act
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 34 (3) of the EU Directive: Provided that it has been requested in good time, the contracting authorities and contracting entities or competent departments shall supply to all applicants or tenderers taking part in the concession award procedure additional information relating to the concession documents not later than six days before the deadline fixed for the receipt of tenders.
23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those	Yes

questions and clarifications to all potential bidders?	
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 34 (3) of the EU Directive: Provided that it has been requested in good time, the contracting authorities and contracting entities or competent departments shall supply to all applicants or tenderers taking part in the concession award procedure additional information relating to the concession documents not later than six days before the deadline fixed for the receipt of tenders.
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:	All information is published publicly on online portal https://www.enarocanje.si/ .
If no, please elaborate:	n/a
24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?	No
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
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?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	n/a
If yes, please specify:	n/a
If no, please elaborate:	n/a
25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a	No

financial model with their proposals?	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If no, please elaborate:	There is no legal/regulatory provision specifying the obligation to present a financial model with the proposal. However, the public partner shall indicate in a public tender or in the tender documents the criteria and the importance and gravity (weight) of each criteria based upon it will select the economically most advantageous bid/proposal. The public authority may foresee a financial model as one of the criteria pursuant to which it will award the tender.
26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 50 of the PPP Law: (1) In the public tender or tender documentation the public partner shall set out the importance and weighting of each criterion on the basis of which it will select the most economically advantageous application. (2) If in the opinion of the public partner it is not possible to determine the importance of criteria in advance, the public partner must nevertheless list the criteria in descending order of their importance. (3) in the event of two or more most economically advantageous applications, the public partner may prioritise the selection of a subject that is not established and is not performing the activity for the purpose of obtaining profit, or may select the most advantageous application on the basis of previously determined social elements (employment of unemployed or disabled persons and so forth).
Evaluation criteria is not set in the tender documents	No
27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.	No
Please specify and provide the relevant legal/regulatory provisions (if any):	n/a

The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.	No
Please provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority does not award a PPP contract if only one proposal is submitted.	No
Please provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework does not include any provisions.	Yes
28. Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 90 (10) of the Public Procurement Act the contracting authority shall inform all tenderers and candidates of all decisions pursuant to this Article in a way that they publish the signed decision referred to in this Article on the public procurement portal. The contracting authority shall explain its decision in accordance with the provisions of this Article. The decision shall be deemed to have been served on the date of publication on the public procurement portal. If a public invitation to participate can not be invoked in the publication of the decision on the public procurement portal, the contracting authority shall serve the decision in accordance with the law governing the administrative procedure and, on the day of dispatch, also publish on the public procurement portal a voluntary notice of prior transparency, If this is appropriate, in the Official Journal of the European Union.
28.1. If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	https://www.enarocanje.si/ , http://www.eujn.si/ .
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):	Pursuant to Article 90 (2) of the Public Procurement Act, the contracting authority shall inform each candidate and tenderer of the decision taken in connection with the conclusion of the framework agreement, award of a public contract or inclusion in a dynamic purchasing system or qualification system within five days of completion of the verification and evaluation in accordance with the previous Article. Furthermore, according to article 58 (5) of the PPP Act, the declaration of the

	decision on selection shall name the party that has been chosen and the parties whose applications have been rejected. The decision on selection shall be sent to all parties in the procedure.
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):	Pursuant to Article 90 (10) of the Public Procurement Act the contracting authority shall inform all tenderers and candidates of all decisions pursuant to this Article in a way that they publish the signed decision referred to in this Article on the public procurement portal. The contracting authority shall explain its decision in accordance with the provisions of this Article. The decision shall be deemed to have been served on the date of publication on the public procurement portal. If a public invitation to participate can not be invoked in the publication of the decision on the public procurement portal, the contracting authority shall serve the decision in accordance with the law governing the administrative procedure and, on the day of dispatch, also publish on the public procurement portal a voluntary notice of prior transparency, If this is appropriate, in the Official Journal of the European Union.
30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 92 of the Public Procurement Act:</p> <p>1) The contracting authority shall not conclude a contract for the performance of a public contract until the final decision on the award of a public procurement contract, when it is not possible to request legal protection, unless:</p> <ul style="list-style-type: none"> - carries out the negotiated procedure without prior publication on the basis of the point of the first paragraph of Article 46 of this Act, or - he received only one tender in the public procurement procedure. <p>(2) If a client is in a restricted procedure, an innovation partnership, a competitive dialogue, a competitive negotiated procedure, a negotiated procedure with a publication and a negotiated procedure without prior publication, receives more than one application, the exemption referred to in the second indent of the preceding paragraph may be used only under Provided that, prior to the decision to award a public contract, the candidates have been informed of the reasons for the refusal of the application and the time limit for the enforcement of legal protection against this decision has expired.</p> <p>(3) If, in accordance with the first paragraph of this article, the contracting authority does not take into account the standstill periods, it must document the reason for using the exception in writing.</p> <p>(4) The standstill periods need not be complied with if the contracting entity</p>

	submits an individual contract on a framework agreement or in a dynamic purchasing system.
and the time in calendar days:	15
30.1. Is the standstill period set out in the notice of intention to award?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 58 (3) of the PPP Act, directly before the decision on selection is issued, the parties shall be acquainted orally with the course of the procedure and their success therein, and given a deadline, which must not be longer than 15 days, to file their comments. If the comments are not sent by this deadline, it shall be considered that the parties have no comments.
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?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	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.
31.1. Based on your experience, is it always the case that this restriction is respected in practice?	Yes
If yes, please specify:	Majority of contributors indicated that this occurs in practice
If no, please elaborate:	n/a
32. Does the procuring authority publish the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 2 of the Rules on Keeping Records of PPPs:</p> <p>(1) The ministry responsible for finance (hereinafter: the ministry) shall, on the basis of contracts received from the public partner, chronologically keep a record of the concluded contracts.</p> <p>(2) On the basis of the data acquired by the public partner, the Ministry shall keep a register of projects and concluded public-private partnership contracts containing the following information:</p> <ul style="list-style-type: none"> - name, surname and address or title and seat of the contracting parties, - description of the subject of the contract, - type of public-private partnership, - the estimated investment value of the project, - the financial obligations of the contracting parties,

	<ul style="list-style-type: none"> - annual reports on the implementation of the contract, - the date of commencement of the contract, - the date of completion of the contractual relationship, - the registration number of the contracting party, - the budget item, linked to a public-private partnership, insofar as it exists. <p>(3) A public partner must send a copy of the concluded public-private partnership contract and other data referred to in this Article to the ministry within 30 days of the conclusion of the contract.</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 all its annexes and appendixes	No
Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes	No
32.2. If yes, is it published online?	Yes
If yes, please specify the website:	https://www.enarocanje.si/ , http://www.eujn.si/ .
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>According to Article 4 of the Rules on Keeping Records of PPPs:</p> <p>(1) The public partner shall be obliged to provide information on any change in the implementation of the public-private partnership or the concluded public-private partnership contract at the time of its implementation.</p> <p>(2) The public partner must provide information on the change in the implementation of the public-private partnership or the concluded public-private partnership contract within 30 days from the date the change took effect.</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)?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
41.1. If yes, which of the following tools does it include (check all that apply)?: Establishment of a PPP contract management team	n/a
Relevant legal/regulatory provisions (if any):	n/a
Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa	n/a
Relevant legal/regulatory provisions (if any):	n/a
Elaboration of a PPP implementation manual or an equivalent document	n/a
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)	n/a
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.)	n/a
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.	n/a
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.	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are not required to meet any specific qualifications.	n/a
Please elaborate and provide examples:	n/a
42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
42.1. If yes, is the PPP contract construction performance information made available to the public?	n/a
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):	<p>Pursuant to Article 135 of the PPP Act:</p> <p>(1) The public partner shall have the right and obligation to control the implementation of a contract on public private partnership. The public partner shall exercise control over the operation of a public-private partnership in compliance with the agreed plan of control and quality assurance.</p> <p>(2) Irrespective of the first paragraph, the public partner may request a written report on the operations of the public-private partnership contractor relating to the fulfilment of obligations pursuant to the contract on public private partnership. Reports shall contain information on:</p> <ul style="list-style-type: none"> – the fulfilment of obligations held by the public-private partnership contractor and relating to the fulfilment of obligations pursuant to the public-private partnership contract, – liabilities, receivables and other property of the public-private partnership contractor, – complaints from users of the public-private partnership services (record by date and content) and on how they were dealt with, – the awarding of business to subcontractors and changes in the public-private partnership contractor company, – damage events (record by date, content, amount and possible amount of damages payments),changed conditions for carrying out the public-private partnership contract, – insurance claims, and – all other circumstances that might directly or indirectly affect the execution of the public-private partnership contract. <p>(3) Unless provided otherwise by the contract on public-private partnership, reports referred to in the second paragraph of this article shall be drawn up annually.</p> <p>(4) In carrying out an inventory referred to in the second indent of the second paragraph, the public-private partnership contractor must call upon the public partner to ensure the cooperation of its representative in this procedure. The representative referred to in the preceding sentence must inform the management of the public partner without delay of the progress of the inventory and its findings.</p> <p>(5) In addition to reports referred to in the second paragraph of this article, the public partner shall have the right to view the business books and annual financial</p>

	<p>statements which the public-private partnership contractor must draw up in accordance with the law.</p> <p>Furthermore, according to Article 136 of the PPP Act:</p> <p>(1) In addition to supervision in compliance with the regulations on inspections and in addition to the rights of the public partner referred to in Articles 137 and 138 of this Act (awarding to subcontractors and changes in the company), the competent body of the public partner shall conduct supervision of the fulfilment of tasks and obligations pursuant to the contract on public-private partnership.</p> <p>(2) Within the framework of such supervision, authorised representatives of the competent body of the public partner may:</p> <ul style="list-style-type: none"> – inspect structures and facilities of the public-private partnership; – inspect the documentation of the public-private partnership contractor; – determine the quality of performance of the subject of the public-private partnership. <p>(3) Where the competent body of the public partner determines that the public-private partnership contractor is not properly fulfilling the obligations proceeding from the public-private partner relationship, such body may, if so provided by law or a regulation issued on the basis thereof (such as the concession instrument of a commercial public service), require the contractor through an administrative decision to fulfil these obligations or to act in some other way appropriate to the public-private partner relationship. In the event of it not being possible to require the fulfilment of obligations unilaterally through an administrative decision referred to in the preceding paragraph, fulfilment of obligations by the private partner shall be governed by the provisions of other regulations and the public-private partnership contract.</p> <p>(4) An appeal shall not stay execution of the decision referred to in the preceding paragraph of this article.</p>
<p>43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed against evaluation criteria set in the tender documents and the PPP contract</p>	<p>Yes</p>
<p>Relevant legal/regulatory provisions (if any)</p>	<p>Pursuant to Article 136 (2) of the PPP Act:</p> <p>Within the framework of such supervision, authorised representatives of the competent body of the public partner may:</p> <ul style="list-style-type: none"> – inspect structures and facilities of the public-private partnership; – inspect the documentation of the public-private partnership contractor; – determine the quality of performance of the subject of the public-private partnership.
<p>The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract</p>	<p>No</p>

Relevant legal/regulatory provisions (if any)	n/a
The private partner must provide the procuring or contract management authority with periodic operational and financial data	Yes
Relevant legal/regulatory provisions (if any)	Pursuant to Article 135 (3) of the PPP Act, unless provided otherwise by the contract on public-private partnership, reports referred to in the second paragraph of article 135 shall be drawn up annually.
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	Yes
Relevant legal/regulatory provisions (if any)	<p>Pursuant to Article 136 (2) of the PPP Act: Within the framework of such supervision, authorised representatives of the competent body of the public partner may:</p> <ul style="list-style-type: none"> – inspect structures and facilities of the public-private partnership; – inspect the documentation of the public-private partnership contractor; – determine the quality of performance of the subject of the public-private partnership. <p>Furthermore, pursuant to article 135 (5) of the PPP Act, in addition to reports referred to in the second paragraph of article 135, the public partner shall have the right to view the business books and annual financial statements which the public-private partnership contractor must draw up in accordance with the law.</p>
The PPP contract performance information must be available to the public	No
Relevant legal/regulatory provisions (if any)	n/a
43.2. Is PPP contract performance information made publicly available online?	No
If yes, please specify the website:	n/a
44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a

<p>45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Pursuant to Article 130 of the PPP Act, the entry into equity partner (changing a private partner into an equity partnership contractor) shall be governed mutatis mutandis by the same rules that apply to the selection of the equity partner (public tender etc.), unless with the prior consent of the holder of a private interest the public partner decides that the rules referred to in the following article may apply for such transfer.</p> <p>Furthermore, according to Article 131 of the PPP Act: (1) The transfer of an equity partner relationship (transfer to new public-private partnership contractor) shall be governed mutatis mutandis by the rules, conditions and procedure provided for the transfer of concessions by the act regulating commercial public services. Irrespective of the provisions of other acts, prior to the transfer of relationship to a new contractor, the permission or consent of the public partner must be obtained, and other public partners must also obtain the consent of the founder. (2) Legal successors or third persons that take over an equity partnership, shall fully assume all the rights and obligations of the assignor, in particular obligations related to the uninterrupted performance of the public-private partnership and the provision of goods and services to users of activities that are the subject of the partnership.</p> <p>Lastly, according to article 138 of the PPP Act, (1) A public-private partnership contractor must inform the public partner of changes concerning the articles of association of the company, of reorganisation of the status of the private partner's company and its members, and of major changes to the structure of the company's membership, to the management of the company and its supervision. (2) The public partner and public-private partnership contractor may agree in the public-private partnership contract that prior to any decisions on all or individual changes referred to in the first paragraph of this article the public-private partnership contractor must obtain the consent of the public partner. The public partner may refuse its consent only where it has reasonable grounds to suspect that the proposed change might threaten the fulfilment of obligations under the public-private partnership contract.</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</p>	<p>No</p>

period (e.g. construction and first five years of operation).	
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>According to article 138 of the PPP Act, (1) A public-private partnership contractor must inform the public partner of changes concerning the articles of association of the company, of reorganisation of the status of the private partner's company and its members, and of major changes to the structure of the company's membership, to the management of the company and its supervision.</p> <p>(2) The public partner and public-private partnership contractor may agree in the public-private partnership contract that prior to any decisions on all or individual changes referred to in the first paragraph of this article the public-private partnership contractor must obtain the consent of the public partner. The public partner may refuse its consent only where it has reasonable grounds to suspect that the proposed change might threaten the fulfilment of obligations under the public-private partnership contract.</p>
In other cases, flexibility to change the ownership structure and/or assign the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>According to article 138 of the PPP Act, (1) A public-private partnership contractor must inform the public partner of changes concerning the articles of association of the company, of reorganisation of the status of the private partner's company and its members, and of major changes to the structure of the company's membership, to the management of the company and its supervision.</p> <p>(2) The public partner and public-private partnership contractor may agree in the public-private partnership contract that prior to any decisions on all or individual changes referred to in the first paragraph of this article the public-private partnership contractor must obtain the consent of the public partner. The public partner may refuse its consent only where it has reasonable grounds to suspect that the proposed change might threaten the fulfilment of obligations under the public-private partnership contract.</p>
46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification	Yes

or renegotiation of the PPP contract (once the contract is signed)?	
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 95 of the Public Procurement Act regulates this issue. Article 95(1) states that, the contract for the performance of a public contract and the framework agreement may be amended without a new public procurement procedure in any of the following cases:</p> <ol style="list-style-type: none"> 1. if the change, irrespective of its monetary value, is provided for in the original documentation relating to the award of a public contract in clear, precise and unambiguous audit provisions which may include provisions on price revision or options. Such provisions must specify the scope and type of possible changes or options and the conditions under which they may be used, but there should be no change or option that would alter the general nature of the contract for the performance of a public contract or framework agreement; 2. for additional works, services or supplies of goods carried out by the original contractor, if necessary, although not included in the original contract, and if the replacement of the contractor: <ul style="list-style-type: none"> - it is not possible for economic or technical reasons, such as interchangeability or interoperability requirements with existing equipment, services or installations ordered under the initial public procurement, and - would cause a major inconvenience to the client or substantial duplication of costs; 3. if the change is necessary because of circumstances which the diligent contracting authority was not able to foresee, and the change does not change the general nature of the contract; 4. if the contractor whose contracting authority initially awarded the contract is replaced by a new contractor as a result of one of the following reasons: <ul style="list-style-type: none"> - an unambiguous audit clause or option in accordance with point 1 of this paragraph; - another economic operator that meets the initially set conditions for participation, quality assurance standards and environmental management standards, and does not exist for the reasons specified for the exclusion initially specified, inherit, in whole or in part, the original contractor after the restructuring of the undertaking, including the acquisition, merger, merger Or insolvency, unless this includes other substantial changes to the public procurement contract and is not intended to circumvent the provisions of this Act; 5. if the change, irrespective of its value, is not material in accordance with paragraph 4 of this Article.
46.1. If yes, is an approval from a government authority, other than the procuring authority, required?	<p>No</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>n/a</p>
46.2. If yes to question 46, which of the following	<p>Yes</p>

<p>circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.</p>	
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Pursuant to Article 95 (1) of the Public Procurement Act: The contract for the performance of a public contract and the framework agreement may be amended without a new public procurement procedure in any of the following cases:</p> <ol style="list-style-type: none"> 1. if the change, irrespective of its monetary value, is provided for in the original documentation relating to the award of a public contract in clear, precise and unambiguous audit provisions which may include provisions on price revision or options. Such provisions must specify the scope and type of possible changes or options and the conditions under which they may be used, but there should be no change or option that would alter the general nature of the contract for the performance of a public contract or framework agreement; 2. for additional works, services or supplies of goods carried out by the original contractor, if necessary, although not included in the original contract, and if the replacement of the contractor: <ul style="list-style-type: none"> - it is not possible for economic or technical reasons, such as interchangeability or interoperability requirements with existing equipment, services or installations ordered under the initial public procurement, and - would cause a major inconvenience to the client or substantial duplication of costs; 3. if the change is necessary because of circumstances which the diligent contracting authority was not able to foresee, and the change does not change the general nature of the contract; 4. if the contractor whose contracting authority initially awarded the contract is replaced by a new contractor as a result of one of the following reasons: <ul style="list-style-type: none"> - an unambiguous audit clause or option in accordance with point 1 of this paragraph; - another economic operator that meets the initially set conditions for participation, quality assurance standards and environmental management standards, and does not exist for the reasons specified for the exclusion initially specified, inherit, in whole or in part, the original contractor after the restructuring of the undertaking, including the acquisition, merger, merger Or insolvency, unless this includes other substantial changes to the public procurement contract and is not intended to circumvent the provisions of this Act; 5. if the change, irrespective of its value, is not material in accordance with paragraph 4 of this Article.
<p>A change in the risk allocation of the contract.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>No regulatory basis</p>

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 95 (1) of the Public Procurement Act:</p> <p>The contract for the performance of a public contract and the framework agreement may be amended without a new public procurement procedure in any of the following cases:</p> <ol style="list-style-type: none"> 1. if the change, irrespective of its monetary value, is provided for in the original documentation relating to the award of a public contract in clear, precise and unambiguous audit provisions which may include provisions on price revision or options. Such provisions must specify the scope and type of possible changes or options and the conditions under which they may be used, but there should be no change or option that would alter the general nature of the contract for the performance of a public contract or framework agreement; 2. for additional works, services or supplies of goods carried out by the original contractor, if necessary, although not included in the original contract, and if the replacement of the contractor: <ul style="list-style-type: none"> - it is not possible for economic or technical reasons, such as interchangeability or interoperability requirements with existing equipment, services or installations ordered under the initial public procurement, and - would cause a major inconvenience to the client or substantial duplication of costs; 3. if the change is necessary because of circumstances which the diligent contracting authority was not able to foresee, and the change does not change the general nature of the contract; 4. if the contractor whose contracting authority initially awarded the contract is replaced by a new contractor as a result of one of the following reasons: <ul style="list-style-type: none"> - an unambiguous audit clause or option in accordance with point 1 of this paragraph; - another economic operator that meets the initially set conditions for participation, quality assurance standards and environmental management standards, and does not exist for the reasons specified for the exclusion initially specified, inherit, in whole or in part, the original contractor after the restructuring of the undertaking, including the acquisition, merger, merger Or insolvency, unless this includes other substantial changes to the public procurement contract and is not intended to circumvent the provisions of this Act; 5. if the change, irrespective of its value, is not material in accordance with paragraph 4 of this Article.
A change in the duration of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>According to Article 71 of the PPP Act:</p> <p>(3) The duration of the public-private partnership may be extended in a manner provided in advance by the public-private partnership instrument, where:</p> <ul style="list-style-type: none"> – owing to the measures of the public partner or other measures by an authority the contractor cannot implement the relationship; – this is necessary owing to additional investment by the public-private partnership contractor resulting from requests of the public partner or its measures in the public interest.

	(4) The duration of the public-private partnership may not be extended by more than half of its established duration.
A change in the agreed price or tariff.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Pursuant to Article 43 of the EU Directive
46.3. Can the procuring authority unilaterally modify a PPP contract?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Article 76 of the PPP Act, barring commercial public services or other activities where in order to protect the public interest the law expressly provides the issuing of administrative decisions, unilateral amendments to the contract or other unilateral encroachments on the relationship shall be governed mutatis mutandis by the rules of obligational law regarding compensation liability for breach of contract.
47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Material Adverse government action .	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Change in the Law.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Refinancing.	No
If yes, please provide the relevant legal/regulatory/standard	n/a

contractual provisions (if any):	
Subcontracting and replacement of the subcontractors.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Pursuant to Article 137 of the PPP Act:</p> <p>(1) Public-private partnership contracts shall lay down the conditions for awarding business to subcontractors.</p> <p>(2) Where necessary in view of the nature, scope and subject of the public-private partnership, the public private partnership contract may also lay down business which the public-private partnership contractor may undertake only on the basis of prior consent from the public partner.</p> <p>(3) The public partner may refuse the consent referred to in the second paragraph of this article exclusively if such business would run counter to the public-private partnership contract, the public order of Slovenia or would threaten the unimpeded operation of the public-private partner relationship.</p>
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):	<p>Pursuant to Article 140 of the PPP Act:</p> <p>(1) The parties to a public-private partnership may agree that disputes directly related to their relationship and which are not within the exclusive jurisdiction of a court in Slovenia, may be resolved through an agreed arbitration service.</p> <p>(2) Relations between public-private partnership contractors and users shall lie within the exclusive jurisdiction of the locally competent court in Slovenia (prohibition on prorogation of foreign court or arbitration).</p>
48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body	No
If yes, please specify:	n/a
Local courts	Yes
Domestic arbitration	Yes
International arbitration	Yes
Investor-State Dispute Settlement (ISDS)	Yes
Mediation	No
Please provide the relevant legal/regulatory/standard	<p>Pursuant to Article 140 of the PPP Act:</p> <p>(1) The parties to a public-private partnership may agree that disputes directly related to their relationship and which are not within the exclusive jurisdiction of</p>

contractual provisions (if any)	a court in Slovenia, may be resolved through an agreed arbitration service. (2) Relations between public-private partnership contractors and users shall lie within the exclusive jurisdiction of the locally competent court in Slovenia (prohibition on prorogation of foreign court or arbitration).
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 Article 140 of the PPP Act: (1) The parties to a public-private partnership may agree that disputes directly related to their relationship and which are not within the exclusive jurisdiction of a court in Slovenia, may be resolved through an agreed arbitration service. (2) Relations between public-private partnership contractors and users shall lie within the exclusive jurisdiction of the locally competent court in Slovenia (prohibition on prorogation of foreign court or arbitration).
International arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	Pursuant to Article 140 of the PPP Act: (1) The parties to a public-private partnership may agree that disputes directly related to their relationship and which are not within the exclusive jurisdiction of a court in Slovenia, may be resolved through an agreed arbitration service. (2) Relations between public-private partnership contractors and users shall lie within the exclusive jurisdiction of the locally competent court in Slovenia (prohibition on prorogation of foreign court or arbitration).
Investor-State arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	Slovenia is a Member of ICSID and the New York Convention
49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV) in financial difficulty prior to insolvency?	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
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	Yes

<p>private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?</p>	
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>According to Article 90 of the PPP Act:</p> <p>(1) With regard to the conclusion of a concession contract and the substance of the concession relationship, the validity of the contract and unilateral changes thereof, the rights and obligations of the public partner and contractor of a public-private partnership and the transfer and termination of the concession relationship, the provisions of the act regulating commercial public services, in that part relating to concession relationships, shall apply mutatis mutandis. In the event of the subject of a works concession being the performance of a commercial public service, the act regulating commercial public services shall be applied directly (for instance unilateral encroachments on the relationship, withdrawal of concession and so forth).</p> <p>(2) Irrespective of the preceding paragraph, concession contracts shall contain in particular provisions on:</p> <ul style="list-style-type: none"> – the form and purpose of the works concession, – the type, amount and form of joint funds or funds provided through co-financing or of invested private funds, – the relationships in connection with possible funds invested by the public partner, and on the manner of refunding or purchasing invested public funds, – a timetable of the use of public funds, – the method of supervising the appropriated spending of funds, – a timetable and method of carrying out investments in structures and facilities and fulfilling other obligations, – the model of ownership right to structures and facilities as proceeds from Article 80 of this Act, – the conditions for awarding business to subcontractors, – changes in the concessionaire company for which it must obtain the consent of the public partner, – the possibilities of entering into a concession relationship in place of the existing concessionaire (“step in”), – contractual penalties and other reasons for cancellation, annulment or rescission of the contract and the rights and obligations of contracting parties in such cases.
<p>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.</p>	<p>No</p>
<p>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>

The regulatory framework prescribes that a direct agreement should be signed with the lenders.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Pursuant to Article 90 (2) of the PPP Act: Irrespective of the preceding paragraph, concession contracts shall contain in particular provisions on:</p> <ul style="list-style-type: none"> – the form and purpose of the works concession, – the type, amount and form of joint funds or funds provided through co-financing or of invested private funds, – the relationships in connection with possible funds invested by the public partner, and on the manner of refunding or purchasing invested public funds, – a timetable of the use of public funds, – the method of supervising the appropriated spending of funds, – a timetable and method of carrying out investments in structures and facilities and fulfilling other obligations, – the model of ownership right to structures and facilities as proceeds from Article 80 of this Act, – the conditions for awarding business to subcontractors, – changes in the concessionaire company for which it must obtain the consent of the public partner, – the possibilities of entering into a concession relationship in place of the existing concessionaire (“step in”), – contractual penalties and other reasons for cancellation, annulment or rescission of the contract and the rights and obligations of contracting parties in such cases.
Other.	No
Please Specify:	n/a
51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>According to Article 132 of the PPP Act: (1) Termination of an equity partnership shall be governed mutatis mutandis by the provisions of the act regulating commercial public services, in that part relating to the termination of concession relationships. In the event that the subject of partnership includes the performance of commercial public services, the act regulating commercial public services shall be applied directly. (2) The provisions of the first paragraph of this</p>

	article shall also apply in cases where an equity partnership has the nature of public procurement or concession (works).
51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Unsolicited Proposals	
34. Are unsolicited proposals in Slovenia: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)	No
Explicitly allowed by the legal framework?	Yes
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)	No
If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions	Pursuant to Article 34 (2) of the PPP Act, An application regarding interest may be submitted by a legal or natural person that has an interest in operating a public-private partnership (promoter), where are not tied to the publishing of a call as referred to in Article 32.
35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any)	Pursuant to Article 34 (3) of the PPP Act, the public partner must deliberate and decide on any application regarding interest in operating a public private partnership within four months of receipt, and in that time it must also decide, wherein it shall not be bound to initiate a preliminary procedure (test of public-private partnership): – whether the proposed project runs counter to the Constitution or law,

	<ul style="list-style-type: none"> – whether it involves activities that are so closely linked to the protection of state, official or military secrets that implementing the procedure would prevent the protection of such secrets, – whether the conditions referred to in Article 8 of this Act have been fulfilled (value of project, public partner, subject of public-private partnership), or – whether the activity that is the subject of the proposal is already being performed.
35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 34 (3) of the PPP Act, the public partner must deliberate and decide on any application regarding interest in operating a public private partnership within four months of receipt, and in that time it must also decide, wherein it shall not be bound to initiate a preliminary procedure (test of public-private partnership):</p> <ul style="list-style-type: none"> – whether the proposed project runs counter to the Constitution or law, – whether it involves activities that are so closely linked to the protection of state, official or military secrets that implementing the procedure would prevent the protection of such secrets, – whether the conditions referred to in Article 8 of this Act have been fulfilled (value of project, public partner, subject of public-private partnership), or – whether the activity that is the subject of the proposal is already being performed.
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.	<p>Yes</p>
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 34 of the PPP Act:</p> <ol style="list-style-type: none"> 1) The public partner shall initiate the preliminary procedure on its own initiative or on the basis of an application regarding interest in operating a public-private partnership. 2) An application regarding interest may be submitted by a legal or natural person that has an interest in operating a public-private partnership (promoter), where are not tied to the publishing of a call as referred to in Article 32. 3) The public partner must deliberate and decide on any application regarding interest in operating a public private partnership within four months of receipt, and in that time it must also decide, wherein it shall not be bound to initiate a preliminary procedure (test of public-private partnership):

	<ul style="list-style-type: none"> – whether the proposed project runs counter to the Constitution or law, – whether it involves activities that are so closely linked to the protection of state, official or military secrets that implementing the procedure would prevent the protection of such secrets, – whether the conditions referred to in Article 8 of this Act have been fulfilled (value of project, public partner, subject of public-private partnership), or – whether the activity that is the subject of the proposal is already being performed.
The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.	No
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.	No
Please elaborate and provide examples:	n/a
37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 35 of the PPP Act:</p> <p>(1) A person that has submitted an application regarding interest in operating a public-private partnership has the same rights as other candidates in the ensuing procedure of establishment. Submission of an application regarding interest shall not be deemed to indicate that the investor is also a candidate in the further procedure of selecting a contractor.</p> <p>(2) If an application regarding interest in establishing a public-private partnership encloses documents that comprehensively set out the legal, economic, technical, environmental and other conditions for implementing the procedure or signify some other kind of original concept, the public partner may, in compliance with the regulations governing public procurement awards, opt to purchase them (for instance a procedure with negotiations and without prior publication), irrespective of whether it continues the procedure for establishing a public-private partnership.</p> <p>(3) If a public partner, on the basis of an application from an interested person, does not implement the preliminary procedure or does not reach agreement with the investor regarding purchase of the documents, the public partner shall be obliged to return the documents to the investor. In this case the promoter shall</p>

	retain all rights to the documents enclosed with the application regarding interest in establishing a public-private partnership.
38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 82 (3) of the PPP Act, the deadline for submission of applications shall be at least 52 days. If the notice of a public tender is submitted for publication in electronic form, the awarding authority may reduce the deadline referred to in the preceding paragraph by a maximum of 7 days. The period for submissions shall begin on the day the request for publication of the public tender notice is submitted to the official journal.
and the time in calendar days:	52
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.	No
39.2 Developer's fee (reimbursing the original proponent for the project development cost).	No
39.3 Bid Bonus.	No
39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).	No
39.5 Other.	No
Please specify:	n/a
Please provide the relevant legal/regulatory provisions (if any):	n/a