

BENCHMARKING INFRASTRUCTURE 2023 IN CROATIA

SURVEY QUESTION	ANALYSIS
Regulatory and Institutional Framework for PPPs	
1. 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 Partnerships (PPPs) in Croatia may take on different forms in accordance with European Union Directives regarding this matter. For this analysis, PPPs in the form of concessions shall constitute the main object of scrutiny. The legal framework for PPPs in Croatia consists of:</p> <p>(1) Public-Private Partnership Act (OG 78/2012) amended by Act (OG 152/2014) dated December 22, 2014, and Act (OG 114/2018) dated December 19, 2018 (hereinafter the "PPP Act").</p> <p>(2) Regulation on Implementation of PPP Projects (OG 88/2012) amended by (OG 15/2015) dated February 6, 2015 (hereinafter the "PPP Regulation"). Croatia defines a PPP as a long-term contractual relationship between the public and the private partner subject of which is the construction and/or reconstruction of public infrastructure for the purpose of rendering public services within the area of the public partner's competence (Article 2(1), PPP Act).</p> <p>(3) Concession Act (OG 69/2017) amended by (OG 107/2020), dated October 2, 2020 (hereinafter the "Concession Act"), which generally applies to PPPs in cases when the implementation of a PPP project involves a concession granting, (Article 6, PPP Act). This is the most accurate PPP form, considering our case study.</p> <p>(4) The Act on Strategic Investment Projects of the Republic of Croatia (OG 29/2018) dated March 28, 2018, and October 25, 2013, amended by Act (OG 114/2018) dated December 19, 2018 (hereinafter the "Investment Act") applies to PPPs, which are large in scale and fall under a category of strategic projects.</p> <p>(5) Public procurement regulations' application is explicitly excluded for concessions for the process of private partner selection. For this reason, the Concessions Act (OG107/2020) of 2020 shall be used as the basis for the analysis regarding the procurement procedures.</p> <p>(6) Ordinance (OG 16/2013) on the organization and management of the Register of PPP Contracts (hereinafter the "Register PPP"), as well as Act on the Establishment of the Agency for Investments and Competitiveness dated April 27, 2012, (hereinafter the "Agency Act") establishing the (former) PPP unit, although AIK was abolished, and all its functions and responsibilities have been transferred to the Ministry of Economy, Entrepreneurship and Crafts. The aforementioned regulations shall constitute the main legal basis for the analysis that follows, although particular laws applicable to single data points may be referred to in specific questions.</p>
and provide a link to a government-supported website where the mentioned regulatory framework is	https://investcroatia.gov.hr/jpp/institucionalni-okvir; https://www.zakon.hr/z/157/Zakon-o-koncesijama

available or provide an electronic copy of it:	
1.1. If yes, for which of the following sectors is the above-mentioned regulatory framework applicable? Transportation	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 8, Paragraph 1 of the Concession Act prescribes for which activities a concession may be granted, including, among others, airports, railways, and coastal sea/river transport as well as ... “motorways and individual road structures on a state road (bridge, tunnel, and others).”
1.1. Water Supply, Sewerage, Solid Waste Management and irrigation.	Yes
If yes, please provide the relevant legal/regulatory provisions:	The Concession Act (Article 8, Paragraph 1) prescribes for which activities a concession may be granted, including, among others, water usage and waste management (with the exclusion of Water Supply – only 100% publicly owned company can conduct activities regarding public water supply).
1.1. Energy generation/transmission and distribution.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 8, Paragraph 1 of the Concession Act prescribes for which activities a concession may be granted, including, among others, activities in the field of energy. Furthermore, it stipulates that the concessions for transmission and distribution of electric energy are of strategic interest to the Republic of Croatia (Article 8, Paragraph 4); Appendix II of the Concession Act prescribes the application of the provisions regulating the granting of concessions for thermal and electric energy (with the exclusion of Energy generation – Energy generation is market, commercial activity).
1.1. ICT	Yes
If yes, please provide the relevant legal/regulatory provisions:	The PPP Act generally prescribes that the subject of the public-private partnership may not be exclusively the delivery of goods, or exclusively the concession for commercial exploitation of common or other goods (Article 2, Paragraph 8) but does not enumerate any sectoral exclusions. The Concession Act provides a long list of different areas in which it is applicable under Article 8, including the provision of television and radio media services.
1.1. Social Infrastructure	Yes
If yes, please provide the relevant legal/regulatory provisions:	The PPP Act generally prescribes that the subject of the public-private partnership may not be exclusively the delivery of goods, or exclusively the concession for commercial exploitation of common or other goods (Article 2, Paragraph 8) but does not enumerate any sectoral exclusions. The Concession Act provides a long list of different areas in which it is applicable under Article 8, including the field of sports, cultural property, health and tourism.
1.1. Other	Yes
If yes, specify and provide the relevant legal/regulatory provisions:	The PPP Act generally prescribes that the subject of the public-private partnership may not be exclusively the delivery of goods, or exclusively the concession for commercial exploitation of common or other goods (Article 2, Paragraph 8) but does not enumerate any sectoral exclusions. The Concession

	Act provides a long list of different areas in which it is applicable under Article 8.
2.1. Besides national defense and other matters of national security, does the regulatory framework explicitly prohibits or restricts PPPs in any of the following sectors? Transportation	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
2.2. Water Supply, Sewerage, Solid Waste Management and irrigation	Yes
If yes, please provide the relevant legal/regulatory provisions:	Only for Public Water Supply – Article 177 paragraph 1 of the Water Act (OG 66/2019, amended (OG 84/2021).
2.3. Energy generation, transmission and distribution	Yes
If yes, please provide the relevant legal/regulatory provisions:	Only for Energy generation - Article 5 paragraph 3 and Article 7 paragraph 1 of the Electricity Market Act (OG 22/2013, 95/2015, 102/2015, 68/2018).
2.4. ICT	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
2.5. Social infrastructure, including hospitals, education, prisons, housing, etc.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
2.6. Other.	Yes
If yes, specify and provide the relevant legal/regulatory provisions:	The PPP Act generally prescribes that the subject of the public-private partnership may not be exclusively the delivery of goods, or exclusively the concession for commercial exploitation of common or other goods (Article 2, Paragraph 8) but does not enumerate any sectoral exclusions.
3. Please identify the PPP procuring authorities in Croatia and provide their website(s) (if available):	<p>The role of a PPP procuring authority may be undertaken by any line ministries, local and regional self-government units or select public companies in cooperation with Ministry of Economy and Sustainable Development: https://www.mingo.hr</p> <p>Article 5 of the Concessions Law is very broad when defining the concession grantors/procuring authorities. Some terms within the meaning of this Act have the following meaning: (1) “the concession grantor is a body of public authority, that is, a legal person, which, in accordance with these and special laws, is competent for granting the concession.”</p>

	The most relevant procuring authority for a highway would be the Croatian Motorways Ltd (in Croatian: Hrvatske autoceste d.o.o.): https://www.hac.hr/en .
4. Is there a specialized government entity(ies) that facilitates the PPP program (PPP Unit)?	Yes
If yes, please indicate its name(s), and its website(s) (if available):	Based on the Amendments to the PPP Act OG 114/2018 (which came into force on 1/1/2019), the Ministry of Economy and Sustainable Development is in charge of evaluating, approving, and monitoring the implementation of PPP projects, keeping the Register of Public-Private Partnership Agreements and application of best practices. Regulation on the internal organization of the Ministry of Economy and Sustainable Development (OG 97/20) established a special PPP unit within the Ministry. Previously, the role of the PPP Unit was played by the Agency for Investments and Competitiveness (hereinafter "AIK").
the year of establishment:	2019
and the relevant legal/regulatory basis:	The Amendments to the PPP Act OG 114/2018 (which came into force on 1 January 2019). Regulation on the internal organization of the Ministry of Economy and Sustainable Development (OG 97/20).
4. If yes, what are the main responsibilities of the agency(ies) (check all that apply): PPP regulation and policy guidance.	Yes
4. PPP capacity building for other public authorities.	Yes
4. PPP promotion among the public and/or private sectors in national and international forums.	Yes
4. Technical support in implementing PPP projects.	No
4. Identification and selection of PPP projects from the pipeline.	Yes
4. Revision of fiscal risks borne by the Government.	Yes
4. Consultation with affected communities on potential impact of PPP projects.	No
4. Approval of PPP projects.	Yes
4. Undertaking the procurement of PPPs.	No
4. Oversight of PPP implementation.	Yes
4. Post-project appraisal and audit.	No

4. Other:	Yes
Please specify:	<p>Cooperating with public bodies in the procedure of selection of the private partner;</p> <p>Constituting and keeping the Register of Public-Private Partnership Contracts;</p> <p>Approval of amendments to concluded PPP Contracts;</p> <p>Cooperating with foreign state bodies and international organizations and institutions for the purpose of advancing the national PPP model theory and implementation and for the purpose of fulfilling the international obligations of the Republic of Croatia.</p>
Please provide the relevant legal/regulatory provisions:	<p>Article 3 of the Act on the Establishment of the Agency for Investments and Competitiveness (OG 53/2012, 56/2013, 152/2014, 115/2018) outlines the following functions of the AIK in the field of PPP:</p> <ul style="list-style-type: none"> a) conduct the procedure for the approval of PPP project proposals; b) publish the list of information on projects that are intended to be implemented according to the public-private partnership model; c) publish the list of the approved PPP projects; d) co-operate with public bodies in the procedure of selection of private partners; e) constitute and keep the Register of public, private partnership contracts, f) monitor implementation of PPP projects in accordance with PPP regulations; g) make and publish guides and handbooks for preparing, concluding, and implementing PPP projects; gives directions and explanations from the field of PPP; h) pass decisions in relation to the performance of tasks under the competence of the Agency provided by this Act; i) participate in informing the subjects on the market of public-private partnerships on the legal and institutional frame of PPP, in the transfer of PPP know-how and promotion of the best practices; j) co-operate with foreign state bodies entitled to apply PPP models and implement PPP projects and with international organizations and institutions for the purpose of advancing the national PPP model theory and implementation and for the purpose of fulfilling the international obligations of the Republic of Croatia that were transferred to the competence of the Agency; k) co-operate with the national scientific and research institutions, social partners, economic and non-governmental organizations, and other stakeholders for the purpose of advancing the national PPP model theory and implementation; l) perform other tasks in accordance with the provisions of this Act and the Statute of the Agency. <p>Pursuant to the Act on Cessation of Act on the Establishment of the Agency for Investments and Competitiveness (OG 115/2018), AIK was abolished, and the Ministry of Economy, Entrepreneurship, and Crafts took over its duties.</p> <p>In this regard, all competencies in the PPP area were transferred from the Agency to the Ministry of Economy, Entrepreneurship, and Crafts.</p>

4.1. Additionally, is there a central project development fund (support mechanism) for project preparation?	No
If yes, please indicate its name, and its website (if available):	n/a
the year of establishment:	n/a
and the relevant legal/regulatory basis:	n/a
5. Please provide any additional information or comments on the answers to the question(s) above and indicate which one(s) you are referring to:	Comments
Preparation of PPPs	
6. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 9 (10) of the PPP Act, the Ministry of Economy and Sustainable Development approves the PPP project proposal based on the prior consent of the Ministry of Finance. Prior consent of the Ministry of Finance is issued in line with Article 11 of PPP Act. The Ministry of Economy and Sustainable Development delivers the PPP project proposal without delay to the Ministry of Finance for prior consent. If the Ministry of Finance does not approve the PPP project proposal in its prior consent the Ministry of Economy and Sustainable Development will reject the proposal (Article 9(14) of PPP Act).
6.1. 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:	n/a
6.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects (e.g., including the estimated total cost of the PPP project over the life of the project in the budget cycle).	Yes
If yes, please provide the relevant legal/regulatory provisions:	According to Article 4b (1) of the PPP Regulation, the application for issuance of prior consent of the Ministry of Finance over the take-over of long-term liabilities of a PPP project shall include the following:

	<ul style="list-style-type: none"> - adopted budget plan for the year when the PPP project starts; - projections for the budget revenues and expenditures, including compensation ensuing from the project for the following three years; - certified financial statements for the previous year in accordance with regulations in the field of financial reporting and budget accounting; - a report on debt repayment, guarantees given and consent on the form prescribed by the Ministry of Finance at the time of submission of the request, and - information on fees that the public body already pays or payments that will result from concluded PPP contracts, in accordance with the Croatian Budget Act.
6.2. Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs (e.g., disclosing information about the public sector commitments on the PPP project).	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
6.2. Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs (e.g., the public sector commitments to the PPP project are recorded in the national accounts).	Yes
If yes, please provide the relevant legal/regulatory provisions:	PPP treatment by the European System of Accounts (ESA 2010)
6.3. If yes, please indicate which of the following alternatives best describes the regulation: International Public Sector Accounting Standards (IPSAS).	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
6.3. Other international standard (e.g. European System of Accounts).	Yes
If yes, please provide the relevant legal/regulatory provisions:	European System of Accounts 2010
6.3. Other	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a

6.4. Does the Ministry of Finance (or government more broadly) disclose PPP liabilities (explicit and implicit, direct and contingent) on an online platform/database?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
and specify the website:	n/a
7. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, do(es) any other authority(ies) approve the PPP project before launching the procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?	Yes
If yes, please specify the relevant authority:	The Ministry of Economy and Sustainable Development
and provide the relevant legal/regulatory provisions:	Pursuant to Article 9, Paragraph 10 of the PPP Act, the Ministry of Economy and Sustainable Development (formerly the Agency for Investment and Competitiveness) approves the PPP project proposal if it considers that such a project proposal meets all the applicable criteria with prior consent of the Ministry of Finance.
7.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(ies) approve the PPP project before signing the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
8. Please select the option that best describes the way your government ensures that PPP projects are consistent with other government public priorities (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	No

investment system/medium-term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.	
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
8. 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.	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Article 11 of the PPP Act provides for the Ministry of Finance's control of the conformity of anticipated financial liabilities related to the PPP project with overall Government priorities.</p> <p>Pursuant to Article 11(2) the Ministry of Finance shall grant the prior approval in respect to conformity of the anticipated direct financial liabilities of the public authority with budgetary plans and projections, as well as with the conditions and restrictions prescribed by special regulations;</p> <p>(4) In addition to the prior approval, the Ministry of Finance may provide the Ministry competent for the Economy (Ministry of Economy and Sustainable Development) with its opinion on other elements of the PPP project proposal, particularly in relation to direct and indirect fiscal effects and risks.</p> <p>Furthermore, Article 3 of the Act on Strategic Investment Projects of the Republic of Croatia provides the following regarding PPPs:</p> <p>(1) Strategic projects of the Republic of Croatia may be private investment projects, public investment projects or public-private investment projects in the field of the economy, energy, tourism, transport, infrastructure, electronic communication, postal services, environmental protection, public utilities, agriculture, forestry, water management, fishery, health care, culture, science, defense, judiciary, technology and education, which include the construction of buildings, and that under this Act shall be proclaimed by the Government of the Republic of Croatia.</p>
8. The procuring authority does not evaluate PPPs against existing government priorities.	No
If yes, please elaborate and provide examples:	n/a
9. Which of the following assessments are conducted when identifying and preparing a PPP in order to	No

inform the decision to proceed with it? (check all that apply): 9.1. Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)	
Relevant legal/regulatory provision	n/a
Is there a specific methodology?	No
If yes, please elaborate	n/a
9.2. Fiscal Affordability assessment, including the identification of the required long-term public commitments (explicit and implicit, direct and contingent liabilities)	Yes
Relevant legal/regulatory provision	<p>Pursuant to Article 9(3) of the PPP Act, the PPP project proposal shall contain at least the following:</p> <ol style="list-style-type: none"> 1. Public Sector Comparator (PSC) with a layout of the financial sustainability of the project; 2. PPP contract proposal with content stipulated in Article 4 of the PPP Act. <p>The PSC is defined as Public Sector Comparator (PSC) is the comparison of the present value of whole-life costs in the period related to the project according to the traditional (budgetary) model of financing with the same type of costs according to the PPP model. PSC includes the calculation of monetary compensation for covering total costs, expenditures, and outflow of the project, allocation of risks between the parties, and quantification of allocated risks.</p> <p>Furthermore, the Budget Act also sets a limitation on the amount of money to be paid by public partners to the private ones in PPPs - with a budgetary reference: Art 89 (1) of the Budget Act: Local and regional governments, institutions founded by local and regional governments and companies under the majority ownership of local and regional governments (hereinafter "public partners") may conclude public-private partnership agreements if the total annual amount of all fees paid by the public partner pays to private partners on the basis of all public-private partnership agreements does not exceed 25 percent of the budgetary revenues in the preceding year less capital revenues, subject to the opinion of the Ministry of Finance and other bodies according to special regulations governing public-private partnerships.</p>
Is there a specific methodology?	No
If yes, please elaborate	n/a
9.3. Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision	Pursuant to Article 5 of the PPP Regulation, one of the mandatory elements of the Public Sector Comparator (PSC) is a quantified risk allocation matrix.

	Pursuant to Article 4(5) of the PPP Act, the risk allocation matrix is one of the mandatory Annexes of every PPP Contract.
Is there a specific methodology?	Yes
If yes, please elaborate	The Handbook for preparing and implementing public projects combining European Structural and Investment and Public Private Partnership Funds contains a methodology for risk identification and allocation under 8.2 Risks in public-private partnership projects provides a methodology for risk assessment (identification and risk allocation).
9.4. 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	<p>Pursuant to Article 9 paragraph 8 of the PPP Act, one of the key criteria for approving the PPP project proposal is that a positive Value for Money in the Public Sector Comparator (PSC) has been manifested.</p> <p>Article 3 paragraph 6 of the PPP Act defines Public Sector Comparator (PSC) as the comparison of the current value of the overall life costs in the contracted project period according to the traditional (budgetary) model of financing in relation to the same types of costs implemented by the PPP model. The PSC includes the calculation of money compensation necessary for settling the total costs, expenditures, and project outflows, the allocation of risks between the contracting parties, and the quantification of the allocated risks.</p> <p>Additionally, the PPP Regulation includes, under Article 5, listing the elements of the PSC – 15. calculation and graphical presentation of expected value for money.</p>
Is there a specific methodology?	Yes
If yes, please elaborate	<p>The Agency for Investment and Competitiveness (AIK) (the previous PPP Unit before merging with the Ministry of Economy and Sustainable Development in 2019) has issued ten detailed manuals describing the methodology for comparative assessment.</p> <p>Manual 3, “Public Sector Cost Comparison,” outlines a step-by-step process for conducting a comparative assessment. The methodology includes:</p> <ul style="list-style-type: none"> (1) calculating Value for Money analysis, defined as a positive difference between the present values of the whole-life cost of traditional (budget) and PPP models, (2) public sector cost comparator justification, based on the positive Value for Money, Private partner Investment, and borrowing, and (3) calculating the difference between the discounted present value of net cash flows of future benefits (operating difference income and expenses) and investment costs (Article 8, Manual 3).

9.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision	Pursuant to Article 6 of the PPP Regulation, during the process of approving the PPP project proposal, the Ministry for Economy and Sustainable Development, among other factors, determines whether fees and revenues from the performance of commercial activities, if they are intended, are sufficient to cover the total life costs and outflows in the contract period as reflected in the Public Sector Comparator (PSC).
Is there a specific methodology?	Yes
If yes, please elaborate	Pursuant to Article 5 of the PPP Regulation, financial feasibility analysis shall be included in the Public Sector Comparator (PSC). Article 5(14) outlines the components of the financial analysis (PPP model): -the structure of capital costs and projection of asset amortization; -the structure of operational costs; -the structure of sources of financing and projection of debt amortization; -projection of financial reports; -analysis of project liquidity; -analysis of profitability; -analysis of coverage of sources of financing for the project.
9.6. Procurement Strategy (i.e., quick assessment to plan and better strategize the tendering process in advance so it is fit for purpose)	No
Relevant legal/regulatory provision	n/a
Is there a specific methodology?	No
If yes, please elaborate	n/a
9.7. Market sounding/ assessment. 9.7.1. Including the potential interest from contractors and capacity in the market for the contract	No
Relevant legal/regulatory provision	n/a
Is there a specific methodology?	No
If yes, please elaborate	n/a
9.7.2. Specifically designed to identify the solutions and technology available as well as the opportunities for innovation	No
Relevant legal/regulatory provision	n/a
Is there a specific methodology?	No

If yes, please elaborate	n/a
9.8. Environmental impact assessment	Yes
Relevant legal/regulatory provision	<p>Article 37, paragraph 4 of the Environmental Protection Act prescribes that the Council gives opinions on proposals for environmental and sustainable development documents issued by the Government, i.e., the Croatian Parliament gives opinions on proposals and assessments of compliance of resolutions of issues regarding environmental protection and economic development, gives opinions on proposals and assessments of compliance of resolutions of regarding climate and ozone layer protection and perform other tasks entrusted to it by the Government or the Ministry of environmental protection and spatial planning.</p> <p>Furthermore, Article 61 of the Environmental Protection Act prescribes that:</p> <p>(3) For certain products, devices, equipment, and production processes that may cause environmental risks or threats to specific regulations, technical, and environmental standards shall be determined;</p> <p>(4) The technical standards referred to in paragraph 3 of this Article shall determine the emission limit values for the production process and the use of devices and equipment and the limit values of product component indicators;</p> <p>(5) Technical standards may also prescribe the method of manufacturing, marking, treatment, and use of products, devices, equipment, and production processes, and handling products, devices, and equipment after the use of the product;</p> <p>(6) The technical standards referred to in paragraph 3 of this Article shall be prescribed by decree by the Government or by the Minister responsible for the individual constituent of the Environment by a Bylaw;</p> <p>(7) The regulations referred to in paragraphs 1 and 6 of this Article shall determine the procedure and deadlines for achieving technical standards and their application to existing products and devices.</p>
Is there a specific methodology?	Yes
If yes, please elaborate	<p>Pursuant to Article 76 of the Environmental Protection Act:</p> <p>(2) The environmental assessment recognizes, describes, and assesses the impacts of interventions from paragraph 1 of this article on the environment so as to determine the possible direct and indirect impact of the action on the following factors: land, soil, water, air and climate, forests, population and human health, plant and animal life, biodiversity, with special attention to species and habitats protected by special law, natural values, landscape, material assets, cultural heritage, taking into account their interrelationships, and susceptibility to the risk of major accidents or disasters if that is relevant to the procedure;</p> <p>(3) The environmental impact assessment must ensure the implementation of the precautionary principle at the early stage of the project planning in order to minimize the impact of the project and to achieve the highest possible environmental quality preservation, achieved by harmonizing and adapting the intended environmental acceptability to a given area;</p> <p>(4) The environmental impact assessment is carried out within the framework of the preparation of the intended operation prior to the submission of a</p>

	location permit application for a project or other approval for a procedure for which the location permit is not required.
9.8.1. Consultation process with affected communities explicitly included in the environmental impact assessment	Yes
Relevant legal/regulatory provision	The Environmental Protection Act prescribes the process of consultation with affected communities in Title IX. According to Article 154 of the Environmental Protection Act, the public authority must ensure public access to the information about the environment that it owns and/or supervises in accordance with this Law and special regulations governing the public's right to access.
Is there a specific methodology?	Yes
If yes, please elaborate	<p>Articles 163 and 164 of the Environmental Protection Act contain the methodology for the consultation process with affected communities, including deadlines and the means of communication.</p> <p>Pursuant to Article 163(1), In the early phase of the procedure, when all options are still open, public authorities shall, through public notices, advertisements, and other appropriate media, including electronic media, that is, in an appropriate manner, inform the public and the public concerned on: requests received from the developer, operator and draft strategies, plans and programs for which strategic assessment is carried out and those for which strategic assessment is not carried out; draft regulations and/or generally-applicable legally binding normative instruments as well as related procedures performed in accordance with this Act and special regulations.</p> <p>(2) The notice referred to in paragraph 1 of this Article shall, besides the data on which the public is being informed, also contain information on the right of the public and public concerned to participate in procedures carried out in accordance with this Act, as well as information on the bodies to which opinions, proposals and/or questions are submitted;</p> <p>(3) The minimum deadline for public participation within the meaning of Article 164 paragraph 1 of this Act and within the meaning of Article 165 paragraph 1 of this Act shall be 30 days;</p> <p>(4) In establishing proposals of decisions on requests made by the developer, and operator, draft proposals of strategies, plans or programs and proposals of acts and implementing regulations as well as other generally applicable legally binding rules which may have a significant environmental impact, the results of public participation and participation of the public concerned must be reviewed when the participation of the public concerned is prescribed by this Act;</p> <p>(5) After the suggestions and opinions expressed during the procedure for participation of the public and public concerned within the meaning of Article 162 paragraph 1, Article 164 paragraph 1, and within the meaning of Article 165 paragraph 1 of this Act have been reviewed in accordance with paragraph 4 of this Article, the competent body shall inform the public and the public concerned of its decision and the reasons on which its decision is based,</p>

	<p>including data on the procedure related to the participation of the public and public concerned.</p> <p>Pursuant to Article 164(1), Public authorities shall enable timely and efficient public participation in the procedure of preparing and implementing regulations and other generally applicable legally binding rules under their competence, which could have a significant impact on the environment, including the procedures for preparing their amendments;</p> <p>(2) The provisions of the regulation referred to in Article 160, paragraph 2 of this Act shall appropriately apply to the procedure referred to in paragraph 1 of this Article.</p>
9.9. Social impact assessment	No
Relevant legal/regulatory provision	N/a
Is there a specific methodology?	No
If yes, please elaborate	n/a
9.9.1. Consultation process with affected communities explicitly included in the social impact assessment	No
Relevant legal/regulatory provision	n/a
Is there a specific methodology?	No
If yes, please elaborate	n/a
10. Does the procuring authority include the assessments in the request for proposals and/or tender documents?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
10. If yes, specify which of the assessments are included in the request for proposals and/or tender documents: and specify which of the assessments are included in the request for proposals and/or tender documents: Socio-economic analysis	No
10. Fiscal Affordability assessment;	No
10. Risk identification and allocation;	No
10. Comparative assessment;	No
10. Financial viability;	No

10. Procurement strategy;	No
10. Market sounding for private sector interest;	No
10. Market sounding for technological solutions;	No
10. Environmental impact assessment;	No
10. Social impact assessment;	No
10. Any other	No
Please specify	n/a
10.1. Are the assessments published online?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Article 91 of the Environmental Protection Act states that environmental impact assessment (EIA) decisions must be published online.</p> <p>Pursuant to Article 91(2) Decision referred to in Article 89 paragraph 1 of this Act and the decision referred to in Article 90 of this Act shall be published at the competent body's website pursuant to regulation referred to in Article 160 paragraph 2 of this Act.</p> <p>Furthermore, Pursuant to Article 89 of the Environmental Protection Act: (1) The request for environmental impact assessment shall be decided on by issuing a decision;</p> <p>(2) The decision on the environmental acceptability of the project shall establish that the intended project is environmentally acceptable, subject to the application of environmental protection measures, and it may also contain environmental monitoring program for monitoring the state of the environment.</p>
specify the website:	https://investcroatia.gov.hr/en/ppp/ppp-projects/
10.1. If yes, specify which of the assessments are published online: Socio-economic analysis	No
10.1. Fiscal Affordability assessment;	No
10.1. Risk identification and allocation;	No
10.1. Comparative assessment;	No
10.1. Financial viability;	No
10.1. Procurement strategy;	No
10.1. Market sounding for private sector interest;	No
10.1. Market sounding for technological solutions;	No
10.1. Environmental impact assessment;	Yes
10.1. Social impact assessment;	No
10.1. Any other	No

Please specify	n/a
11. Are tender/bidding documents made available online?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>According to the Concession Act, Article 21, ... "bidding documents are to be made available online."</p> <p>Pursuant to Article 21(1) -The concession grantor shall prepare the tender documentation in the Croatian language and Latin script, which shall be published together with the notice of the intention to grant the concession;</p> <p>(2) In the process of granting a concession, each economic operator shall be given the opportunity to take over the tender documentation on equal terms;</p> <p>(3) The concession grantor shall, through electronic means, provide unrestricted, completely direct, and free access to the bidding documents from the date of publication of the notice on the intention to grant the concession in the Electronic Public Procurement Announcement of the Republic of Croatia.</p>
please provide the website:	https://eojn.nn.hr/Oglasnik/
11.1. Do the tender documents include a draft PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Article 22 of the Concession Act on the contents of tender documentation, a draft agreement is to be included in the tender documents:</p> <p>(2) The tender documentation shall contain; 8. draft concession agreement.</p>
12. Have standardized PPP model contracts and/or transaction documents been developed?	No
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	n/a
and provide the relevant legal/regulatory provisions:	n/a
13. Does the procuring authority/responsible government entity have a role in either providing or facilitating any of the following requirements? 13.1. Obtaining the required environmental permits.	No
If yes, please specify the role of the procuring authority:	n/a
and provide the relevant legal/regulatory provisions:	n/a
13.2. Obtaining the possession of required land.	No

If yes, please specify the role of the procuring authority:	n/a
and provide the relevant legal/regulatory provisions:	n/a
13.3. Obtaining the required right of way.	No
If yes, please specify the role of the procuring authority:	n/a
and provide the relevant legal/regulatory provisions:	n/a
14. Please provide any additional information or comments on the answers to the question(s) above and indicate which one(s) you are referring to:	Comments
Procurement/Tendering of PPPs	
15. 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.	Yes
If yes, please specify and provide the relevant legal/regulatory provisions:	<p>Article 16 of the Concession Act provides details on the qualifications required of the Concession Committee members, who, pursuant to the same Article, are the ones evaluating tenders and/or requests to participate.</p> <p>Pursuant to Article 16(1), Prior to the commencement of the concession award procedure, the concession grantor shall, by decision, appoint an expert concession commission;</p> <p>(2) The concession grantor shall appoint the members of the expert concession commission [from the] legal, economic, technical, and other relevant professions, depending on the subject matter and features of the concession. The members of the concession expert committee need not be employees of the concession grantor;</p> <p>(3) The number of members of the expert concession commission shall be odd, with at least three members and at most seven members;</p> <p>(4) A member of the concession expert committee shall not have direct or indirect personal interests in any activity that would lead to a conflict of those interests with his duties in the work of the concession expert commission, which he confirms by signing a declaration of independence, which guarantees that he is not in conflict of interests, in accordance with the special regulations governing public procurement;</p> <p>(5) At least one member of the expert concession commission must have a valid certificate in the field of public procurement.</p>

	(12) The tasks of the Concession Expert Committee are: 3. review and evaluation of tenders and/or requests to participate in accordance with the rules of the concession procedure.
15. The bid evaluation committee members require sufficient qualification without specific details.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
15. The bid evaluation committee members are not required to have any specific qualifications.	No
If yes, please elaborate and provide examples:	n/a
16. Does the procuring authority issue an invitation for bids/ tender notice for the PPP project?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions:	<p>Pursuant to Article 21 of the Concession Act, the tender notice is to be published (together with the tender documents).</p> <p>(1) The concession grantor shall prepare the tender documentation in the Croatian language and Latin script, which shall be published together with the notice of the intention to grant the concession.</p> <p>(3) The concession grantor shall, through electronic means, provide unrestricted, completely direct, and free access to the bidding documents from the date of publication of the notice on the intention to grant the concession in the Electronic Public Procurement Announcement of the Republic of Croatia.</p> <p>Additional information (mandatory content) on the tender notice may be found under Article 42 of the Concession Act.</p> <p>(1) The concession grantor shall disclose its intention to grant the concession by notification.</p> <p>(2) The notice of intention to grant a concession shall contain at least the following information:</p> <ol style="list-style-type: none"> 1. name, OIB, address, including NKPS code, telephone number, fax number, e-mail address, and internet address of the concession grantor and, if the information differs, the service of the concession grantor in which further information can be obtained 2. type of concession grantor and main activity 3. the e-mail address or Internet address at which the bidding documents will be available, with unrestricted, direct, and free access, or the way in which the bidding documents can be accessed if unlimited, direct, and free access is not possible 4. description of the concession: nature and range of works, nature and range of services, scope or indication of the value of the concession, and, if possible, duration of the contract

	<p>5. CPV tag</p> <p>6. NKPJS code for the main place of performance of works in the case of works concessions or NKPJS code for the main place of delivery of services in the case of service concessions</p> <p>7. conditions for participation in the concession procedure, including:</p> <p>a) where appropriate, information on whether the concession is reserved in accordance with Article 15 of this Law</p> <p>b) where applicable, information on whether the provision of the service is reserved by law or regulation to a particular profession, reference to the relevant law or regulation</p> <p>(c) where applicable, under subparagraphs (a) and (b) of this point, a list and a brief description of the criteria for the selection of the best tender, the minimum level or minimum levels of standards that may be required; an indication of the information requested (for example personal statements, documentation)</p> <p>8. the deadline for submitting the request for participation or receipt of tenders</p> <p>9. the criteria to be applied in the concession award procedure</p> <p>10. name and address of the body responsible for resolving the appeal and information on deadlines for lodging an appeal against the decision or modification of the decision on concession or decision or modification of the decision on annulment of the concession procedure</p> <p>11. special conditions for the execution of the concession if necessary</p> <p>12. the address to which requests or offers should be sent</p> <p>13. where appropriate, an indication of the requirements and conditions regarding the use of electronic means of communication</p> <p>14. information on whether the concession is linked to a project and/or program funded by EU funds</p> <p>15. for works concessions, an indication of whether the concession is covered by an International Public Procurement Agreement (GPA)</p> <p>16. type of concession procedure</p> <p>17. all other relevant information.</p>
16.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	https://eojn.nn.hr/Oglasnik/ (national tender publication website); https://www.ojec.com/ (EU website)
17. Are foreign companies subject to any of the following restrictions when participating in the bidding process (check all that apply)? Prohibition to bid in the public tender (including the possibility to discretionary use a procedure that precludes the participation of foreign firms).	No

If yes, please provide the relevant legal/regulatory provisions:	n/a
17. Requirement to have an office or a branch in the country before being allowed to bid in the public tender.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
17. Requirement to form a joint venture with domestic firm(s) to be allowed to bid in the public tender.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
17. Requirement to have prior experience in the country to bid in the public tender.	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
17. Threshold for public tenders to be open for foreign participation/to be considered international tenders.	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
18. 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:	<p>Article 42 of the Concession Act enumerates the mandatory elements of a concession notice, including a deadline for the submission of bids:</p> <p>(2) The notice of intention to grant a concession shall contain at least the following information:</p> <p>8. the deadline for submitting the request for participation or receipt of tenders.</p> <p>Article 45 of the Concession Act provides a minimum time of 30 days for bidders to submit their offers.</p> <p>(4) The deadline for submission of requests to participate and tenders shall be at least 30 days from the date of announcement of the intention to grant a concession.</p>
and the time in calendar days:	30
19. What are the procurement procedures available and/or set as	Yes

default for PPP contracts?	
19.1. Open competitive tendering/bidding: Available	
Default	No
Relevant legal/regulatory provision	<p>Article 85 of the Public Procurement Act: Public Procurement Procedures within the meaning of this Part of the Act are:</p> <ol style="list-style-type: none"> 1. open procedure; 2. restricted procedure; 3. competitive procedure with negotiation; 4. competitive dialogue; 5. Partnership for Innovation; 6. negotiation procedure without prior publication of a call for tenders. <p>Article 86 of the Public Procurement Act: ... A public contracting authority shall be free to choose between an open and restricted procedure. ...</p> <p>Article 88 of the Public Procurement Act Chapter 2 "Open Procedure" ... A public contracting authority intending to award a public procurement contract in the open procedure is obliged to announce a call for tenders.</p> <p>Article 89 of the Public Procurement Act Chapter 2 "Open Procedure" ... In the open procedure, each interested economic operator may submit a bid within the deadline for the submission of tenders.</p>
19.2. Competitive tendering/bidding with pre-qualification stage (Restricted tendering): Available	Yes
Default	No
Relevant legal/regulatory provision	<p>Article 85 of the Public Procurement Act lists the various procurement methods available to procuring authorities, including restricted competitive tendering.</p> <p>Public Procurement Procedures within the meaning of this Part of the Act are:</p> <ol style="list-style-type: none"> 1. open procedure; 2. restricted procedure; 3. competitive procedure with negotiation; 4. competitive dialogue; 5. Partnership for Innovation; 6. negotiation procedure without prior publication of a call for tenders. <p>Article 86 of the Public Procurement Act: ... A public contracting authority shall be free to choose between an open and restricted procedure.</p> <p>Article 91 of the Public Procurement Act Chapter 3 "Restricted Procedure" ... In a restricted procedure, each interested economic operator may submit a request for participation within the deadline for submitting the application.</p> <p>Article 92 of the Public Procurement Act Chapter 3 "Restricted Procedure" ...</p> <p>(1) The Public Contractor shall, on the basis of the terms of the procurement documentation, assess the timely submitted requests for participation and prepare a record thereof. (2) A public contracting authority may limit the number of eligible competitors to be invited to bid. (3) A public contractor shall be obliged to submit a decision on the inadmissibility of participation to competitors who will not be invited to submit a tender.</p>

19.3. Multi-stage tendering/bidding (with shortlisting of final candidate(s)): Available	No
Default	No
Relevant legal/regulatory provision	n/a
19.4. Competitive dialogue: Available	Yes
Default	No
Relevant legal/regulatory provision	<p>Art 85 of the Public Procurement Act lists the various procurement methods available to procuring authorities: Public Procurement Procedures within the meaning of this Part of the Act are ... 4. competitive dialogue. Competitive dialogue is regulated by Articles 104 to 116 of the Public Procurement Act.</p> <p>Article 104 of the Public Procurement Act: ... A public contracting authority may use a competitive dialogue for the procurement of works, goods, or services under the terms of Article 94 of the Public Procurement Act (the same terms as for competitive procedure with negotiations).</p> <p>Article 110 of the Public Procurement Act: (1) A contracting authority with selected competitors shall initiate a dialogue with the aim of finding and determining one or more solutions that best meet its needs and a record thereof. (2) During a dialogue, a contracting authority may consider all the features of a procurement with selected competitors and must ensure equal treatment for all participants, and in particular, should not disclose information in a discriminatory manner that could favor particular participants in relation to others.</p>
19.5. Best and Final Offer (BAFO): Available	No
Default	No
Relevant legal/regulatory provision	n/a
19.6. Direct negotiation: Available	Yes
Default	No
Relevant legal/regulatory provision	<p>Article 85 Public Procurement Act: Public Procurement Procedures within the meaning of this Part of the Act are ... 6. negotiation procedure without a call for tenders.</p> <p>Negotiation procedure without a call for tenders (direct negotiation) is regulated by Articles 131 to 142 of the Public Procurement Act.</p> <p>Article 135 of the PPA: (1) The public procurer who intends to award a public procurement contract in direct negotiations must previously, in written form, call one or, if possible, more economic operators to submit an initial offer; (2) The bid documentation is delivered along with the call for submission of the initial offer.</p>

19.7. Other. Please, specify: Available	Yes
Default	No
Relevant legal/regulatory provision	<p>Article 85 of the Public Procurement Act provides for:</p> <p>3. competitive negotiated procedure [negotiated procedure with publication, and]</p> <p>5. Innovation Partnership</p> <p>Competitive negotiated procedure is regulated under CHAPTER 4., “COMPETITION PROCEDURE WITH NEGOTIATIONS”, under Articles 94-103.</p> <p>Article 94</p> <p>The contracting authority may use competitive tendering procedures for the procurement of works, goods or services if:</p> <ol style="list-style-type: none"> 1. the needs of the contracting authority cannot be met without adapting readily available solutions, or 2. involve design or innovative solutions, or 3. the contract cannot be awarded without prior negotiations because of specific circumstances relating to the nature, complexity or legal and financial conditions or the risks involved, or 4. the contracting authority may not establish with sufficient precision the technical specifications with respect to standards, European technical assessment, common technical specification or technical reference within the meaning of points 2 to 5 of Annex VII. of this Act, or 5. in the previously conducted open or restricted procedure, all tenders were irregular or unacceptable. <p>Partnership for the innovations is defined in Article 117 of the Public Procurement Act as a procurement procedure that strives to develop innovative goods, services or works and their subsequent procurement under condition that in line with the performance indicators and maximum costs negotiated between the procurer and the bidder. Article 118 of the Public Procurement Act states that a procuring authority that wishes to award a public procurement contract in partnership for innovations must publish a call for submission of bids.</p>
19.8. If direct negotiation is either an available or default option, does the regulatory framework restrict this procedure to certain exceptional conditions and circumstances (including cases of single source providers or applicable to a certain threshold)?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Article 131 of the Public Procurement Act contains strict restrictions on when direct negotiation may be undertaken as a procurement method:</p> <p>1) The contracting authority may use the negotiated procedure without first announcing the invitation to tender for the award of the public procurement contract:</p> <ol style="list-style-type: none"> 1. if no tender or any suitable tender in the open or restricted procedure is

	<p>submitted, or no request to participate, or no suitable request to participate in the restricted procedure, provided that the initial contractual terms of the open or restricted procedure are not substantially altered.</p> <p>2. if only a particular economic operator is able to perform works, deliver goods or provide services for any of the following reasons:</p> <p>a) the purpose of procurement is to create or acquire a unique work of art or performance;</p> <p>b) the absence of competition for technical reasons; or</p> <p>c) for the protection of exclusive rights, including intellectual property rights.</p> <p>3. to the extent necessary if, for reasons of extreme urgency caused by events that the contracting authority could not have foreseen, it is not possible to comply with the time limits laid down for open or restricted or competitive negotiated procedures, calls on the contracting authority to justify, in no case, the urgency of the case for its urgency.</p> <p>(2) The reasons referred to in paragraph 1, item 2, subparagraph (b) and (c) of this Article may be applied only if there is no reasonable alternative or substitute, and the absence of competition is not the result of the intention to give or undue advantage to a particular economic operator disadvantage.</p> <p>(3) In the case referred to in paragraph 1, item 1 of this Article, the contracting authority shall submit to the European Commission a report on the public procurement procedure if requested.</p>
20. 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:	<p>Pursuant to Article 17 of the Concessions Law, the tender documents must contain information on the prequalification criteria for prospective bidders. Pursuant to Article 17(2) the tender documentation shall contain: <...> the conditions for the participation of economic operators in the concession procedure, which are prescribed by a special law in accordance with Article 19 of this Act or by a regulation governing public procurement (conditions and evidence of ability), if applicable,</p>
21. Do the tender documents unambiguously specify the qualification requirements (or the prequalification requirements when applicable) making them available to all potential bidders as part of the tender notice/ invitation for bids?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Article 42 of the Concession Act stipulates the types of information that must be included in the tender documents. This includes information on the conditions for participation in the concession procedure.</p> <p>Article 42 Paragraph 2 Point 7 of the Concession Act prescribes that the abovementioned notification contains conditions for participation in the concession procedure, including:</p> <p>a) where appropriate, information on whether the concession is reserved in</p>

	<p>accordance with Article 15 of this Act;</p> <p>b) where applicable, information on whether the provision of the service is reserved by law or regulation to a particular profession, reference to the relevant law or regulation;</p> <p>(c) where applicable, under subparagraphs (a) and (b) of this point, a list and a brief description of the criteria for the selection of the best tender, the minimum level or minimum levels of standards that may be required, an indication of the information requested (for example personal statements, documentation).</p>
21.1. Are there any parameters/limits to the qualification requirements to ensure that they do not unduly restrict competition of qualified bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Article 143 of the Public Procurement Act states that any limiting of prospective bidders must be done using objective, non-discriminatory criteria:</p> <p>Article 143: In Restricted bidding, Multi-stage bidding, Competitive dialogue, and Partnership for innovations, if a public contracting authority decides to limit the number of eligible competitors, it is obliged in the invitation to bid to state the objective, non-discriminatory criteria or rules it intends to apply for the reduction of the number of eligible competitors, the minimum number of eligible competitors (...) and, if needed, the maximum number.</p> <p>Article 256 of the Public Procurement Act is also relevant here:</p> <p>(1) Criteria for the selection of an economic operator in a public procurement procedure may relate to:</p> <ol style="list-style-type: none"> 1. the ability to perform a professional activity; 2. the economic and financial capacity; 3. technical and professional ability. <p>(2) The contracting authority shall establish only criteria referred to in paragraph 1 of this Article as the selection criteria for the economic operator in the public procurement procedure.</p> <p>(3) When establishing the selection criteria referred to in paragraph 1 of this Article, the contracting authority may require only a minimum level of ability to ensure that an economic entity is capable of executing a public procurement contract.</p>
22. Can potential bidders/tenderers submit questions to clarify the public procurement notice and/or the bidding/tender documents?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Article 40 of the Concession Act states that the provisions regarding public procurement shall apply mutatis mutandis to concession procurement.</p> <p>(3) The provisions of the regulations governing public procurement shall apply mutatis mutandis to the concession procedure referred to in paragraph 1 of this Article, except for the provisions on the negotiated procedure without prior publication of the invitation to tender and partnerships for innovation and the provisions governing electronic public procurement.</p>

	<p>Article 202(1) of the Public Procurement Act provides for the possibility of tenders asking questions and requesting clarifications:</p> <p>The economic operator may request additional information, explanations, or alterations regarding the procurement documentation within the time limit for submitting the request for participation and the offer.</p> <p>Article 331(5) of the Public Procurement Act further provides the following: Participants may be invited, if need be, to answer questions that the jury has recorded in the minutes to clarify any aspects of the projects. Complete minutes shall be drawn up of the dialogue between jury members and candidates.</p>
22.1. If yes, can the bidders also suggest innovations to improve the tender documents or procurement approach, including for example the provision of value engineering and/or technologically neutral options?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Article 48 of the Concession Act, upon receiving a tender with an innovative solution unforeseeable for the procuring authority, the procuring authority may change the order of selection criteria in order to take into account that innovative solution.</p> <p>(7) When a concession provider receives an offer proposing an innovative solution with an exceptional level of functional efficiency that the diligent concession provider could not have foreseen, the concessionaire may exceptionally modify the order of selection criteria for the most favorable tender to take account of that innovative solution.</p>
and elaborate on the kind of innovations that are allowed:	The object of procurement, technical specifications, criteria for qualitative selection of the bidder, criteria for the selection of the bid, and special terms for the execution of the contract; however, these are not specified by the law itself.
22.2. If yes, is there a timeframe for the procuring authority to address questions and clarifications by bidders?	Yes
If yes, please indicate the timeframe:	With no delay, but not later than six days (4 days for low-value public procurement) before the deadline for bid submission.
and provide the relevant legal/regulatory provisions:	<p>Article 40 of the Concession Act states that the provisions regarding public procurement shall apply mutatis mutandis to concession procurement.</p> <p>(3) The provisions of the regulations governing public procurement shall apply mutatis mutandis to the concession procedure referred to in paragraph 1 of this Article, except for the provisions on the negotiated procedure without prior publication of the invitation to tender and partnerships for innovation and the provisions governing electronic public procurement.</p> <p>Article 202, paragraph 2 of the Public Procurement Act provides the answers should be provided with no delay, but not later than six days before the deadline for bid submission:</p>

	<p>Provided that the request referred to in paragraph 1 of this Article was submitted timely, the contracting authority shall make available the reply, additional information, and explanations without delay and no later than six days before the deadline for submission of requests to participate or bids, and in the case of an expedited procedure as regulated by Article 234 of this Act as well as in the case of the low-value public procurement procedure no later than four days before the deadline for the submission of requests for participation and bids in the same manner and on the same web site as the basic documentation, excluding the information about the person who submitted the request.</p>
<p>22.3. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>Article 40 of the Concession Act states that the provisions regarding public procurement shall apply mutatis mutandis to concession procurement.</p> <p>(3) The provisions of the regulations governing public procurement shall apply mutatis mutandis to the concession procedure referred to in paragraph 1 of this Article, except for the provisions on the negotiated procedure without prior publication of the invitation to tender and partnerships for innovation and the provisions governing electronic public procurement.</p> <p>Article 202, paragraph 2 of the Public Procurement Act states that the replies to the questions and clarifications need to be made available to bidders in the same manner and on the same website as the tender notice:</p> <p>Provided that the request referred to in paragraph 1 of this Article was submitted timely, the contracting authority shall make available the reply, additional information, and explanations without delay and no later than six days before the deadline for submission of requests to participate or bids, and in the case of an expedited procedure as regulated by Article 234 of this Act as well as in the case of the low-value public procurement procedure no later than four days before the deadline for the submission of requests for participation and bids in the same manner and on the same web site as the basic documentation, excluding the information about the person who submitted the request.</p>
<p>22.4. If yes, does the procuring authority extend the proposal submission deadline due to the modifications introduced in the bidding/tender documents?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>Article 42 of the Concessions Act provides for an extension of the deadline as necessary whenever corrections to the notice are introduced.</p> <p>(4) If during the deadline for the submission of tenders, corrections to the notice of intention to grant a concession are required, it shall be corrected in</p>

	the same way as the notice of intention to grant a concession, and the deadline for the submission of tenders shall be extended as necessary.
23. Besides questions and clarifications, can the procuring authority conduct a pre-bid conference?	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the response to the queries raised by the bidders in the pre-bid conference to all bidders?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
24. Does the procuring authority require the bidders to prepare and submit a financial model with their proposals/ bids?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 4(5) of the PPP Act states that the PPP Contract shall contain at least the following appendixes: <...> financial model.
If no, please elaborate:	n/a
25. Does the procuring authority evaluate the bids/tenders strictly and solely in accordance with the evaluation criteria stated in the bidding/tender documents?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 47 of the Concession Act, the evaluation of bids may only be done on the basis of the conditions and criteria set out in the tender documents: (1) Following the opening of tenders, the expert concession commission shall review and evaluate the tenders on the basis of the conditions and criteria set out in the tender documents.
25.1. Can criteria other than price (non-price attributes) be used when evaluating the tenders/bids of a PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 48 of the Concession Act, non-price criteria may include quality, date of delivery, end-user service cost, concession fee, and others: (1) The criterion on which the concession grantor bases the selection of the most advantageous tender is the most economically advantageous tender

	from the perspective of the concession grantor, such as quality, which includes technical achievement, aesthetic, innovative, functional, and environmental features, operating costs and management costs, cost-effectiveness, servicing and technical assistance after delivery, delivery date and delivery deadlines or completion dates, end-user service cost, concession fee.
25.2. If criteria other than price are used, do they have to be justified, objective and quantifiable?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Article 48 of the Concession Act, the criteria must be made known to all potential bidders and be given a set of maximum values in the appropriate range or provide a ranking of criteria in order to ensure that they are treated fairly and objectively.</p> <p>(2) The concession grantor shall state in the tender documentation and in the notice of intention to grant the concession all the criteria for the selection of the tender, the application of which he foresees in relation to the relative importance attached to them. The meaning of the criteria can be expressed by specifying a set of maximum values in the appropriate range. If this is not possible for justifiable reasons, the concession grantor shall state in the notice of intention to grant the concession the criteria ranked in order of importance from the most important to the least important.</p>
25.3. When price is used as one of the evaluation criteria, does the procuring authority provide a cost estimate?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Article 42 of the Concession Act contains a list of mandatory elements of the tender notice, including the estimated value of the concession:</p> <p>(2) The notice of intention to grant a concession shall contain at least the following information:</p> <p>4. description of the concession: nature and range of works, nature and range of services, scope or indication of the value of the concession and, if possible, duration of the contract.</p>
26. In the case where only one proposal is submitted, 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:	n/a
26. The procuring authority considers sole proposal valid as long as it meets the	Yes

conditions outlined in the tender documents.	
Please provide the relevant legal/regulatory provisions:	<p>Article 40 of the Concession Act states that the provisions regarding public procurement shall apply mutatis mutandis to concession procurement.</p> <p>(3) The provisions of the regulations governing public procurement shall apply mutatis mutandis to the concession procedure referred to in paragraph 1 of this Article, except for the provisions on the negotiated procedure without prior publication of the invitation to tender and partnerships for innovation and the provisions governing electronic public procurement.</p> <p>Article 179 of the Public Procurement Act provides that, in the event that the procuring authority determines, on the basis of a full initial evaluation, that there is only one valid proposal, an electronic auction need not be executed and that the contracting authority may in such case award the contract to such sole bidder (or cancel the public procurement procedure if there are grounds for cancellation, e.g., if the sole proposal does not meet conditions outlined in tender documents);</p> <p>Further, Article 145(3) of the Public Procurement Act provides that in case of reduction of proposals or bids to only one valid proposal, it is permissible to negotiate or to conduct a dialogue with only one bidder.</p> <p>Lastly, Article 306(2) provides that the standstill period does not apply to situations where there is only one valid proposal (only one capable bidder) that has also been chosen (meaning it is permissible to award the contract even in cases where there is a sole proposal). However, this last Article does not apply given how Article 54 of the Concession Law states: (1) A concession contract may not be concluded before the expiry of the standstill period, which is 15 days from the date of delivery of the decision on granting the concession to each tenderer or each applicant referred to in Article 39 of this Act. The standstill period also applies if only one offer is received.</p>
26. The procuring authority does not award a PPP contract if only one proposal is submitted.	No
Please provide the relevant legal/regulatory provisions:	n/a
26. The regulatory framework does not include any provisions.	No
27. Does the procuring authority publish the contract award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions:	<p>Article 40 of the Concession Act states that the provisions regarding public procurement shall apply mutatis mutandis to concession procurement.</p> <p>(3) The provisions of the regulations governing public procurement shall apply mutatis mutandis to the concession procedure referred to in paragraph 1 of this Article, except for the provisions on the negotiated procedure without prior publication of the invitation to tender and partnerships for innovation and the provisions governing electronic public procurement.</p> <p>Pursuant to Article 248 of the Public Procurement Law, the award notice must be published.</p>

	(1) The contracting authority is obliged to send a contract award notice containing the information referred to in Annex V, Part D of this Act, for publication in accordance with Articles 243 to 245 of this Act within 30 days from the day of the conclusion of the public procurement contract or framework agreement.
27.1. If yes, is the contract award notice published online?	Yes
If yes, please specify the website:	https://eojn.nn.hr/oglasnik/
28. Does the procuring authority notify all the bidders individually about the result of the PPP tendering/bidding process?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 49(3) of the Concession Act, ... the decision on granting the concession, with a copy of the minutes of the review and evaluation of tenders, shall be delivered by the concession grantor to each tenderer without delay by personal delivery.
28.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid/tender?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 50(2) of the Concession Act, ... the decision on the award of the concession shall contain an explanation of the reasons for the selection of the most favorable tenderer and other relevant information in accordance with the tender documentation, the submitted tender and the provisions of the special law.
28.2. If yes, does the procuring authority provide bidders/tenderers with the option of holding a debriefing meeting to discuss why their bid/tender was not selected?	No
If yes, please provide the relevant legal/regulatory provision:	n/a
29. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow aggrieved unsuccessful bidders to challenge the award decision?	Yes
If yes, please provide the relevant legal/regulatory provisions:	The standstill period is provided for under Article 54 of the Concession Act: (1) A concession contract may not be concluded before the expiry of the standstill period, which is 15 days from the date of delivery of the decision on granting the concession to each tenderer or each applicant referred to in

	Article 39 of this Act. The standstill period also applies if only one offer is received.
and the time in calendar days:	15
29.1. If yes, is the standstill period set out in the notice of intention to award?	Yes
If yes, please provide the relevant legal/regulatory provisions:	The standstill period is to be set out in the intention to award pursuant to Article 50 of the Concession Act: Content of the decision on granting the concession ... 13. the name and address of the body responsible for resolving the complaint. Details of the time limits for legal protection proceedings and, where appropriate, the name, address, telephone number, fax number, and e-mail address of the service where this information can be obtained.
30. Does the regulatory framework restrict material negotiations (for example price or scope) with the winning bidder between the award and the signature of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 404 (2(6)) of the Public Procurement Act prohibits material negotiations after the concession contract award: State Commission action and material breaches. Article 404(1) On appeal, the State Commission shall act within the limits of the appellate allegations and shall ex officio pay attention to procedural presumptions and particularly significant violations referred to in paragraph 2 of this Article. (2) Particularly significant violations of the public procurement procedure are: 6. after the expiry of the deadline for the submission of tenders in an open or restricted procedure, the contracting authority has negotiated, or the tenderer modified his tender contrary to the provisions of this Law.
31. Does the regulatory framework allow for complaint review mechanisms pertaining to the PPP bidding/tendering process?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	Pursuant to Article 30, paragraph 1 of the PPP Act: Legal protection in the procedure of selection of a private partner shall be conducted in accordance with regulations on public procurement. Additionally, Article 96 of the Concession Act states: (1) The State Commission for the Control of Public Procurement Procedures shall be competent for resolving appeals in connection with the procedures for granting concessions. (2) Legal protection in the procedure for granting concessions, regulated in part by the first chapter III. of this Act, shall be implemented in accordance with the provisions of the regulations governing public procurement relating to the open procedure. Furthermore, Article 398, paragraph 1 of the Public Procurement Act states: The State Commission for Supervision of Public Procurement Procedures

	<p>(hereinafter: “ The State Commission”) is competent for resolving complaints filed in accordance with the provisions of this Act and the regulations regulating public procurement for the purposes of defense and security. Lastly, Article 401 of the Public Procurement Act explicitly states the possibility of recourse to aggrieved bidders:</p> <p>(1) Any economic operator who has or had a legal interest in obtaining a particular public procurement contract, framework agreement, dynamic procurement system, or design contest and who has suffered or is likely to suffer damage from an alleged violation of subjective rights is entitled to appeal.</p>
31.1. If yes, is there a timeframe in which decisions on complaints are issued?	Yes
If yes, please elaborate the timeframe:	30
and provide the relevant legal/ regulatory provisions:	Pursuant to Article 432, paragraph 2 of the Public Procurement Act -The State Commission must make a decision within 30 days from the date of filing a fair appeal unless otherwise provided in the Public Procurement Act.
31.2. If yes, are decisions subject to appeal?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 434, paragraph 1 of the Public Procurement Act: (1) The decision of the State Commission cannot be appealed; however, administrative litigation may be initiated before the High Administrative Court of the Republic of Croatia.
31.3. If yes, is the original complaint and/or the appeal reviewed resolved by an independent administrative authority (other than the procuring authority or the courts)?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Article 30, paragraph 1 of the PPP Act: Legal protection in the procedure of selection of a private partner shall be conducted in accordance with regulations on public procurement.</p> <p>Furthermore, Article 398, paragraph 1 of the Public Procurement Act: The State Commission for Supervision of Public Procurement Procedures is competent for resolving complaints filed in accordance with the provisions of this Act and the regulations regulating public procurement for the purposes of defense and security.</p>
and identify the approving authority:	The State Commission for Supervision of Public Procurement Procedures.
32. Does the procuring authority publish the PPP contract? (notwithstanding the protection of commercially sensitive information)	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>The register of public-private partnership acts is regulated under Article 16 of the PPP Act:</p> <p>(1) The Agency constitutes and keeps the Register of public-private</p>

	<p>partnership contracts.</p> <p>(2) The public partner shall submit to the Agency two copies of the concluded public-private partnership contract, as well as all amendments and annexes thereto, within 30 days from the date of the beginning of application of the PPP contract or from the date of its amendment. Concluded PPP contract with all annexes thereto, as well as all the amendments to the contract and its annexes, shall be registered with the Register kept by the Agency.</p> <p>(3) After receiving the PPP contract, Agency shall deliver one copy to the Ministry of Finance without delay.</p> <p>(4) The Register referred to in paragraph 1 of this article shall be public, and the Register excerpt shall be published on the Agency's web page.</p> <p>(5) The Minister of the Economy shall issue the Ordinance on the constitution and keeping of the register of public-private partnership contracts.</p>
32. If yes, which of the following elements does the publication include? 32.1. A summary of the PPP contract: Available (e.g. by request or in the official gazette)	Yes
Available online	Yes
Website	https://investcroatia.gov.hr/en/ppp/registry/
Relevant legal/regulatory provision	<p>The register of public-private partnership acts is regulated under Article 16 of the PPP Act:</p> <p>(1) The Agency constitutes and keeps the Register of public-private partnership contracts.</p> <p>(2) The public partner shall submit to the Agency two copies of the concluded public-private partnership contract</p> <p>(4) The Register referred to in paragraph 1 of this article shall be public, and the excerpt from the Register shall be published on the ministry responsible for the economy's web page.</p>
32.2. The full PPP contract: Available (e.g. by request or in the official gazette)	No
Available online	No
Website	n/a
Relevant legal/regulatory provision	n/a
32.3. All of the contract's annexes and appendixes: Available (e.g. by request or in the official gazette)	Yes
Available online	Yes
Website	http://investcroatia.gov.hr/en/ppp/registry/
Relevant legal/regulatory provision	<p>The register of public-private partnership acts is regulated under Article 16 of the PPP Act:</p> <p>(1) The Agency constitutes and keeps the Register of public-private partnership contracts.</p>

	<p>(2) The public partner shall submit to the Agency two copies of the concluded public-private partnership contract, as well as all amendments and annexes thereto, within 30 days from the date of the beginning of application of the PPP contract or from the date of its amendment.</p> <p>(4) The Register referred to in paragraph 1 of this article shall be public, and the except from the Register shall be published on the ministry responsible for the economy's web page.</p>
32.4. Any subsequent amendment made to the PPP contract: Available (e.g. by request or in the official gazette)	Yes
Available online	Yes
Website	http://investcroatia.gov.hr/en/ppp/registry/
Relevant legal/regulatory provision	<p>The register of public-private partnership acts is regulated under Article 16 of the PPP Act:</p> <p>(1) The Agency constitutes and keeps the Register of public-private partnership contracts.</p> <p>(2) The public partner shall submit to the Agency two copies of the concluded public-private partnership contract, as well as all amendments and annexes thereto, within 30 days from the date of the beginning of application of the PPP contract or from the date of its amendment.</p> <p>(4) The Register referred to in paragraph 1 of this article shall be public, and the except from the Register shall be published on the ministry responsible for the economy's web page.</p>
33. Please provide any additional information or comments on the answers to the question(s) above and indicate which one(s) you are referring to:	Comments
Contract Management	
34. Does the procuring authority or contract management authority establish a system to manage the PPP contract (i.e., attributing responsibilities or establishing specific management tools)?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Article 17 of the PPP Act, a monitoring system is created for PPP project implementation:</p> <p>(1) The Ministry of Economy and Sustainable Development monitors the implementation of PPP projects registered with the Register of public-private partnership contracts throughout their entire duration.</p> <p>(2) During the monitoring of the implementation of PPP projects, the Ministry of Economy and Sustainable Development shall observe the performance of contractual obligations of both the public and the private partner.</p> <p>(3) The Ministry of Economy and Sustainable Development monitors the</p>

	implementation of PPP projects on the basis of the Report on implementation of PPP projects, in accordance with Article 18 of this Act. Article 18 of the PPP Act describes a reporting system of the private partner.
34.1. If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team	Yes
Relevant legal/regulatory provisions	Article 81 of the Concession Act prescribes the establishment of a contract performance monitoring commission. (1) The concession grantor, with the characteristics of a public-private partnership, shall establish a commission to monitor the implementation of the concession contract within 60 days from the date of concluding the concession contract.
34.1. Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa	No
Relevant legal/regulatory provisions	n/a
34.1. Elaboration of a PPP contract management manual or an equivalent document	No
Relevant legal/regulatory provisions	n/a
34.1. Establishment of personnel training programs (i.e., initial training and continued training throughout the course of the project)	No
Relevant legal/regulatory provisions	n/a
34.1. Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)	No
Relevant legal/regulatory provisions	n/a
34.2. 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	No

specified and/or its members are required to meet detailed qualifications.	
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
34.2. The PPP contract management team members are required to meet sufficient qualifications without specific details.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 81 of the Concession Act: (2) The commission referred to in paragraph 1 of this Article shall have at least three members and a maximum of seven members. The commission has a president and a deputy. The chairman of the commission is a mandatory employee of the concession grantor.
34.2. The PPP contract management team members are not required to meet any specific qualifications.	No
If yes, please elaborate and provide examples:	n/a
35. Does the procuring or contract management authority establish a monitoring and evaluation system of the construction of the PPP project (i.e., system for tracking progress of construction, monitoring and evaluation of performance, etc.)?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 18 (1) of the PPP Act, the public partner shall within the term of 6 months from the date of registration of the PPP contract with the Register of public-private partnership contracts, submit to the Ministry of Economy and Sustainable Development a first Report on Implementation of PPP project, that shall be signed and certified with the official seal by the public and the private partner. (2) The form of the Report, referred to in paragraph 1 of this article, shall be stipulated in the Regulation passed by the Government of the Republic of Croatia. (3) After the first Report, the public partner shall submit further Reports every 6 months. (4) The last Report shall be submitted at the latest within 6 months from the expiry of the term contracted upon for implementation of the PPP project. (5) The Ministry of Economy and Sustainable Development can demand additional explanations, clarifications, and replies from the parties regarding specific statements of the Report.
35.1. If yes, is the PPP contract construction performance information	Yes

made available to the public (e.g. by request or published in the official gazette/bulletin board)?	
If yes, please provide the relevant legal/regulatory provisions:	Article 18 of the Right on Information Access Act (OG 25/2013, 85/2015) provides for the right to request PPP-related information from public authorities: (1) The beneficiary exercises the right of access to information by submitting a verbal or written request to the competent authority.
35.2. If yes, is the PPP contract construction performance information made publicly available online?	No
If yes, please specify the website:	n/a
36. 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:	Pursuant to Article 18 (1) of the PPP Act, the public partner shall within the term of 6 months from the date of registration of the PPP contract with the Register of public-private partnership contracts, submit to the Ministry of Economy and Sustainable Development a first Report on Implementation of PPP project, that shall be signed and certified with the official seal by the public and the private partner. (2) The form of the Report, referred to in paragraph 1 of this article, shall be stipulated in the Regulation passed by the Government of the Republic of Croatia. (3) After the first Report, the public partner shall submit further Reports every 6 months. (4) The last Report shall be submitted at the latest within 6 months from the expiry of the term contracted upon for implementation of the PPP project. (5) The Ministry of Economy and Sustainable Development can demand additional explanations, clarifications, and replies from the parties regarding specific statements of the Report.
36.1. If yes, which of the following tools does it include (check all that apply)? Payments are linked to performance	No
Relevant legal/regulatory provisions	n/a
36.1. Performance is assessed against output/ Key performance indicators (KPI) set in the tender documents and the PPP contract	No

Relevant legal/regulatory provisions	n/a
36.1. The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract	No
Relevant legal/regulatory provisions	n/a
36.1. The private partner must provide the procuring or contract management authority with periodic operational and financial data	Yes
Relevant legal/regulatory provisions	<p>Pursuant to Article 82(3) of the Concession Act, the private partner provides the contracting authority with data determining the variable amount of the concession fee, ... in carrying out the supervision referred to in paragraph 1 of this Article, the concession grantor obliged to:</p> <ol style="list-style-type: none"> 1. immediately, and not later than within 15 days from the date of payment, verify that the respective payment of the concession fee and the related interest has been made correctly, in terms of the prescribed method of payment; 2. immediately, and not later than within 15 days from the expiration of the deadline prescribed by a special law, verify that the data have been provided for determining the variable amount of the concession fee.
36.1. The procuring or contract management authority must periodically gather information on the performance of the PPP contract	Yes
Relevant legal/regulatory provisions	<p>Article 17 PPP Act provides for the periodic monitoring of the implementation of PPP projects by the competent minister:</p> <ol style="list-style-type: none"> (1) The ministry competent for the economy monitors the implementation of the PPP projects registered with the Register of public-private partnership contracts throughout their entire duration. (2) During the monitoring of the implementation of the PPP projects, the ministry competent for the economy shall observe the performance of contractual obligations of both the public and the private partner. (3) The ministry competent for the economy monitors the implementation of the PPP projects on the basis of the Report on the implementation of the PPP project, in accordance with Article 18 of this Act. <p>Additionally, pursuant to Article 18 (1) of the PPP Act, the public partner shall within the term of 6 months from the date of registration of the PPP contract with the Register of public-private partnership contracts, submit to the Ministry of Economy and Sustainable Development of a first Report on Implementation of PPP project, that shall be signed and certified with the official seal by the public and the private partner. (2) The form of the Report,</p>

	referred to in paragraph 1 of this article, shall be stipulated in the Regulation passed by the Government of the Republic of Croatia. (3) After the first Report, the public partner shall submit further Reports each 6 months. (4) The last Report shall be submitted at the latest within 6 months from the expiry of the term contracted upon for implementation of the PPP project. (5) The Ministry of Economy and Sustainable Development can demand explanations, clarifications and replies from the parties regarding specific statements of the Report.
36.1. The PPP contract performance information must be available to the public (e.g. by request or in the official gazette/bulletin board)	Yes
Relevant legal/regulatory provisions	The publication of PPP performance information is required by Article 18 paragraph 6 of the PPP Act: (6) The ministry competent for the economy shall make the reports referred to in this Article appropriately available to the public in accordance with the Statute of the ministry competent for the economy (Ministry of Economy and Sustainable Development).
36.1. The PPP contract performance information must be available online.	Yes
If yes, please specify the website:	http://investcroatia.gov.hr/
Relevant legal/regulatory provisions	The publication of PPP performance information is required by Article 18 paragraph 6 of the PPP Act: (6) The ministry competent for the economy shall make the reports referred to in this Article appropriately available to the public in accordance with the Statute of the ministry competent for the economy (Ministry of Economy and Sustainable Development).
37. Is there an economic/technical regulator to oversee the implementation of PPP contracts?	No
If yes, please provide its name and website:	No
and the relevant legal/regulatory provisions establishing its mandate:	n/a
37.1. If yes, does the economic regulator have (check all that apply): Political autonomy (for example, through independence of its Directors' appointments of the Line Ministry or other similar mechanisms).	No

If yes, please provide the relevant legal/regulatory provisions:	n/a
37.1. Managerial autonomy (freedom to determine the use of its budget and organization of resources)	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
37.1. Tariff setting authority.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
37.1. Dispute resolution authority.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
38. Are foreign companies restricted from repatriating the income resulting from the operation of a PPP project?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
39. 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?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	<p>Pursuant to Article 66 of the Concession Act, a transfer of the concession to a third party following a change in ownership is possible with the consent of the concessionaire as long as the transfer does not diminish the quality and impair the continuity of the implementation of the concession contract.</p> <p>(2) The transfer of a concession contract shall not diminish the quality and impair the continuity of the implementation of the concession contract.</p> <p>(4) The transfer of the concession contract may be allowed in cases related to the acquisition of ownership of the concessionaire after the completion of the restructuring procedure and through the procedures of merging the existing concessionaire with the future concessionaire or other forms of ownership acquisition arising from the performed restructuring procedure, in accordance with paragraph 2 of this Article.</p> <p>The transfer of the concession contract may be made provided that the third party fulfills the conditions of competence specified for the concessionaire in the tender documentation and the notice of intention to grant the concession.</p>

39.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first two years of commercial operation).	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions	n/a
39.1. 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:	<p>Pursuant to Article 66 of the Concession Act, a transfer of the concession to a third party following a change in ownership is possible with the consent of the concessionaire as long as the transfer does not diminish the quality and impair the continuity of the implementation of the concession contract.</p> <p>(2) The transfer of a concession contract shall not diminish the quality and impair the continuity of the implementation of the concession contract.</p> <p>(4) The transfer of the concession contract may be allowed in cases related to the acquisition of ownership of the concessionaire after the completion of the restructuring procedure and through the procedures of merging the existing concessionaire with the future concessionaire or other forms of ownership acquisition arising from the performed restructuring procedure, in accordance with paragraph 2 of this Article.</p> <p>The transfer of the concession contract may be made provided that the third party fulfills the conditions of competence specified for the concessionaire in the tender documentation and the notice of intention to grant the concession.</p>
39.1. In other cases, flexibility to change the ownership structure and/or assign the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
40. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	Yes

If yes, please provide the relevant legal/regulatory/standard contractual provisions:	Article 19 of the PPP Act outlines the mechanism of amendments to the contract initiated by either party. Such an amendment can only be done with the approval of the Ministry of Finance.
40.1. If yes, is an approval from a government authority, other than the procuring authority, required?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	<p>Article 19 of the PPP Act outlines the mechanism of amendments to the contract initiated by either party. Such an amendment can only be done with the approval of the Ministry of Finance. (19(4)).</p> <p>Additionally, Article 64 of the Concession Act provides for the need for approval by the Ministry of Finance of all amendments that foreseeably lead to effects on the budget:</p> <p>(2) When the amendment of the concession agreement implies a direct or indirect, but foreseeable effect on the state budget of the Republic of Croatia, the concession grantor is obliged to request a statement from the ministry responsible for finance before making a decision to amend the decision on granting the concession and concluding an addendum to the concession agreement.</p>
40.2. If yes, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	<p>Article 19 of the PPP Act calls changes in a scope of a contract a “substantial amendment”: Amendments of a PPP contract made during the term of that contract are considered to be a new contract for which the public partner is obliged to initiate the new procedure of proposing PPP project if those amendments are substantial with regard to the content of the initial PPP contract and if they represent the intention of the parties to rearrange the basic elements of that contract. (9) Substantial amendments of the PPP contract in the sense of paragraph 8 of this article are the amendments which</p> <ol style="list-style-type: none"> 1. introduce conditions that, if they were part of the basic procedure for selecting a private partner, would enable the submission of different offers than those submitted in the basic procedure or would enable the selection of a different offer from the offer selected in the basic procedure, or 2. significantly expand the subject of the PPP contract to works or services that are not covered by the basic contract, or 3. change the PPP contract’s economic balance in favor of the private partner in a way that was not foreseen in terms of the basic PPP contract.
40.2.1. If yes, is there a threshold for which a new tendering process is required?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	<p>Article 63 of the Concession Act provides for a 10% threshold above which a new tender is required:</p> <p>(5) Where the scope of the modification of the concession contract can be expressed in monetary terms, it shall not be considered relevant if, at the same time, the value of the modification does not exceed the threshold laid</p>

	down in Article 4 of this Act and 10% of the estimated value of the original concession.
and please elaborate:	The threshold amounts to 10% of the initial concession contract value.
40.2.. A change in the risk allocation of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	<p>Article 7 of the PPP Regulation builds upon the definition of substantial changes from the PPP Act and includes a change in risk allocation.</p> <p>Article 7 of the PPP Regulation prescribes significant changes to an approved PPP project are changes to a PPP project that change ... - risk sharing inconsistent with change in remuneration.</p>
40.2. A change in the financial and/or economic balance of the contract	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	Article 19 of the PPP Act calls changes in economic balance a contract a “substantial amendment”: Amendments of PPP contract made during the term of that contract are considered to be a new contract for which public partner is obliged to initiate new procedure of proposing PPP project if those amendments are substantial with regard to the content of the initial PPP contract and if they represent the intention of the parties to rearrange the basic elements of that contract. (9) Substantial amendments of PPP contract in the sense of paragraph 8 of this article are ... changes in the economic balance of PPP contract for the benefit of private partner in a manner not prescribed by the provisions of the initial PPP contract.
40.2. A change in the duration of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	Article 7 of the PPP Regulation builds upon the definition of substantial changes from the PPP Act and includes a change in the contract duration. Pursuant to Article 7 PPP Regulation ... significant changes to an approved PPP project are changes to a PPP project that change: ... -the estimated contract period of the PPP project.
40.2. A change in the agreed price or tariff or annuity payments.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
40.3. Can the procuring/contract management authority modify a PPP contract unilaterally?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
41. Does the regulatory framework (including standard contractual clauses)	Yes

expressly address the following circumstances that may occur during the life of the PPP contract? (check all that apply): 41.1. Force Majeure.	
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	Article 4(4) of the PPP Act states that the contract should regulate force majeure, ... PPP Contract shall contain at least the provisions concerning (...) Force majeure.
41.2. Material Adverse Government Action	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	<p>Article 72 of the Concession Act provides for the possibility of the contracting authority to unilaterally terminate the concession contract when the Croatian Parliament determines by a decision that the public interest so requires.</p> <p>Pursuant to Article 72, ... Termination of a concession contract for public interest:</p> <p>(1) The concession contract must contain a provision on the right of the concession grantor to terminate the concession contract in whole or in part if the Croatian Parliament determines by a decision that it requires the public interest.</p> <p>(2) If the concession contract is partially terminated, the concessionaire may, within 30 days from the receipt of the decision on termination of the concession grantor, request termination of the concession contract in its entirety.</p> <p>(3) At the request of the concessionaire referred to in paragraph 2 of this Article, the concession grantor shall terminate the decision on granting the concession and terminate the concession contract by a decision.</p> <p>(4) In the event of termination of the concession contract pursuant to this Article, the concessionaire shall be entitled to compensation in accordance with the provisions of the concession contract and the general provisions of the mandatory law.</p>
41.3. Change in the Law.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
41.4. Refinancing.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	Article 4(4) of the PPP Act states that the contract should regulate refinancing, ... PPP Contract shall contain at least the provisions concerning ... financing and refinancing.
41.5. Subcontracting and replacement of the subcontractors.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	<p>Articles 68 and 69 of the Concession Law regulate subcontracting.</p> <p>Pursuant to Article 68 of the Concession Law:</p> <p>(1) During the duration of the concession contract, the concessionaire may conclude subcontracts and/or sub-concession contracts with third parties for</p>

	<p>the purpose of:</p> <ul style="list-style-type: none"> a) the performance of certain works or the provision of certain services under a concession contract to a lesser extent b) performing secondary activities. <p>Pursuant to Article of the Concession Law:</p> <p>(1) Prior to concluding a subcontract or sub-concession contract referred to in Article 68 of this Act, the concessionaire shall obtain the written consent of the concession grantor for concluding the subcontract or sub-concession contract.</p>
42. Does the regulatory framework (including standard contractual clauses) allow for alternative dispute resolution mechanisms in case of disputes arising from the implementation of PPP contracts?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	<p>Article 4(4) of the PPP Act lists compulsory subject matter to be regulated in the contract and includes provisions on dispute resolution: ... the PPP Contract shall contain at least the provisions concerning ... - the dispute resolution method.</p> <p>Additionally, Article 31 of the PPP Act directly provides for the possibility of parties agreeing to arbitration or mediation:</p> <ul style="list-style-type: none"> (1) The Parties may agree to arbitration or mediation for disputes arising from the PPP contract. (2) The applicable law in the procedures referred to in paragraph 1 of this article shall be Croatia.
42.1. If yes, is arbitration available as an option? Domestic arbitration only	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions	<p>The PPP Act specifically allows for arbitration as a dispute resolution for disputes arising from the application of the PPP contract:</p> <p>Pursuant to Article 31 of the PPP Act:</p> <ul style="list-style-type: none"> (1) The Parties may agree to arbitration or mediation for disputes arising from the PPP contract. (2) The applicable law in the procedures referred to in paragraph 1 of this article shall be Croatian. <p>The Arbitration Act provides the basic rule that allows for both domestic and international arbitration.</p> <p>Pursuant to Article 3 of the Arbitration Act:</p> <ul style="list-style-type: none"> (1) The Parties may agree on domestic arbitration for the settlement of disputes regarding rights of which they may freely dispose. (2) In disputes with an international element, the parties may also agree on arbitration outside the territory of the Republic of Croatia unless it is provided by law that such a dispute may be subject only to the jurisdiction of a court in

	<p>the Republic of Croatia.</p> <p>Article 2, paragraph 1. point 7 of the Arbitration Act defines a dispute with international elements as a dispute in which at least one of the parties is a natural person with domicile or habitual residence abroad or a legal person established under foreign law.</p> <p>However, pursuant to Article 97(2) of the Concessions Law, the parties of the concession contract may agree to arbitration for disputes arising from the concession contract. However, under Article 97(3), it is prescribed that the place of any concessions-related arbitration is in the territory of Croatia and to be governed by Croatian law. Following that, in a concession dispute, only domestic arbitration is feasible.</p>
Domestic arbitration and international arbitration	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
No	No
42.2. If applicable, are arbitration awards enforceable by local courts?	Yes
If yes, please elaborate and provide the relevant legal/regulatory/standard contractual provisions:	<p>Article 39, paragraph 1 of the Arbitration Act:</p> <p>The court shall enforce a domestic award unless it establishes the existence of grounds for setting aside provided by Article 36, paragraph 2, subparagraph 2 of this Act.</p> <p>Article 36, paragraph 2 point 2 of the Arbitration Act:</p> <p>An arbitral award may be set aside by the court specified in Article 43, paragraph 1 of this Act only if:</p> <ul style="list-style-type: none"> - the court finds, even if a party has not raised these grounds, that: a) the subject matter of the dispute is not capable of settlement by arbitration under the laws of the Republic of Croatia; or b) the award is in conflict with the public policy of the Republic of Croatia.
42.3. Are other Alternative Dispute Resolution (ADR) options available (including mediation or dispute resolution boards)?	Yes
If yes, please elaborate and provide the relevant legal/regulatory/standard contractual provisions:	<p>Pursuant to Article 31 of the PPP Act, mediation may be used to resolve PPP contract-related disputes apart from arbitration.</p> <p>(1) The Parties may agree to arbitration or mediation for disputes arising from the PPP contract.</p> <p>(2) The applicable law in the procedures referred to in paragraph 1 of this article shall be Croatian.</p>
43. 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	Yes

<p>the 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:</p>	<p>Pursuant to Article 67 of the Concession Law, lender step-in rights are explicitly allowed in Croatia:</p> <p>(1) A concession may, with the consent of the concession grantor, be liable only to the benefit of financial institutions for the purpose of securing the claims of those institutions on the basis of a loan agreement given for the implementation of the concession agreement.</p> <p>(4) If the secured claim fails to meet its maturity, the mortgagor is entitled to exercise his right to settle that claim by transferring the concession to a third party who meets the conditions of competence specified for the concessionaire in the tender documentation and notice of the intention to grant the concession, with the prior consent of the concession grantor.</p> <p>Additional relevant provisions may be found under Article 66 of the Concession Law:</p> <p>(5) The concession agreement may allow the transfer of a concession contract in favor of a financial institution that lends/credits to a concessionaire for the purpose of executing a concession contract and in case of failure by the concessionaire to fulfill obligations under the concession agreement that may lead to the termination of the concession contract.</p> <p>(6) In the case referred to in paragraph 5 of this Article, a financial institution may be authorized to transfer a concession agreement to a third party, provided that the third party fulfills the conditions of competence specified for the concessionaire in the tender documentation and the notification of the intention to grant the concession.</p>
<p>43.1. 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>Yes</p>
<p>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:</p>	<p>Pursuant to Article 67 of the Concession Law, lender step-in rights are explicitly allowed in Croatia:</p> <p>(1) A concession may, with the consent of the concession grantor, be liable only to the benefit of financial institutions for the purpose of securing the claims of those institutions on the basis of a loan agreement given for the implementation of the concession agreement.</p> <p>(4) If the secured claim fails to meet its maturity, the mortgagor is entitled to exercise his right to settle that claim by transferring the concession to a third party who meets the conditions of competence specified for the concessionaire in the tender documentation and notice of the intention to grant the concession, with the prior consent of the concession grantor.</p> <p>Additional relevant provisions may be found under Article 66 of the</p>

	<p>Concession Law:</p> <p>(5) The concession agreement may allow the transfer of a concession contract in favor of a financial institution that lends / credits to a concessionaire for the purpose of executing a concession contract and in case of failure by the concessionaire to fulfill obligations under the concession agreement that may lead to the termination of the concession contract.</p> <p>(6) In the case referred to in paragraph 5 of this Article, a financial institution may be authorized to transfer a concession agreement to a third party, provided that the third party fulfills the conditions of competence specified for the concessionaire in the tender documentation and the notification of the intention to grant the concession.</p>
43.1. 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:	n/a
43.1. The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	n/a
43.1. Other	No
please specify:	n/a
44. Does the regulatory framework (including standard contractual clauses) expressly address the grounds for termination of a PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	<p>Pursuant to Article 67 of the Concession Law, lender step-in rights are explicitly allowed in Croatia:</p> <p>(1) A concession may, with the consent of the concession grantor, be liable only to the benefit of financial institutions for the purpose of securing the claims of those institutions on the basis of a loan agreement given for the implementation of the concession agreement.</p> <p>(4) If the secured claim fails to meet its maturity, the mortgagor is entitled to exercise his right to settle that claim by transferring the concession to a third party who meets the conditions of competence specified for the concessionaire in the tender documentation and notice of the intention to grant the concession, with the prior consent of the concession grantor.</p> <p>Additional relevant provisions may be found under Article 66 of the Concession Law:</p>

	<p>(5) The concession agreement may allow the transfer of a concession contract in favor of a financial institution that lends / credits to a concessionaire for the purpose of executing a concession contract and in case of failure by the concessionaire to fulfill obligations under the concession agreement that may lead to the termination of the concession contract.</p> <p>(6) In the case referred to in paragraph 5 of this Article, a financial institution may be authorized to transfer a concession agreement to a third party, provided that the third party fulfills the conditions of competence specified for the concessionaire in the tender documentation and the notification of the intention to grant the concession.</p>
44.1. If yes, does the regulatory framework (including standard contractual clauses) also addresses the consequences for the termination of the PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	<p>Article 4(4) of the PPP Act contains compulsory contract subject matter, including the consequences of early termination of the contract, <...> the PPP Contract shall contain at least the provisions concerning:</p> <ul style="list-style-type: none"> - the method of resolving the relationship in case of early termination of the contract. <p>Additionally, Articles 71-73 of the Concession Act provide for the consequences of terminating contracts in the following manner:</p> <p>Article 71 "Termination of concession upon fulfillment of legal conditions"</p> <p>Article 72 "Termination of the concession contract due to public interest"</p> <p>Article 73 "Unilateral termination of the concession contract."</p>
45. Please provide any additional information or comments on the answers to the question(s) above and indicate which one(s) you are referring to:	Comments
Unsolicited Proposals	
46. Are unsolicited proposals in Croatia (PPP): (choose only one) Explicitly prohibited by the legal framework?	Yes
46. Explicitly allowed by the legal framework?	No
46. Not regulated by the legal framework, but do happen in practice?	No
46. Not regulated by the legal framework, and do not happen in practice?	No

If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions	Article 9(1) PPP Act proscribes that only public body is exclusively authorized to propose PPP projects. “The public authorities are exclusively authorized to propose the PPP project.”
47. Does the procuring authority conduct an assessment to evaluate unsolicited proposals?	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
47.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
48. Which of the following options best describes 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.	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
48. 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:	n/a
48. The procuring authority does not evaluate unsolicited proposals against existing government priorities.	No
If yes, please elaborate and provide examples:	n/a

49. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
50. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
and the time in calendar days:	n/a
51. Does the procuring authority use any of the following incentive mechanisms to reward/compensate the submission of unsolicited proposals? (check all that apply): 51.1. Access to the best and final offer (BAFO) process and/or automatic shortlisting.	No
51.2. Developer's fee (reimbursing the original proponent for the project development cost).	No
51.3. Bid Bonus.	No
51.4. Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).1	No
51.5. Other	No
please specify:	n/a
Please provide the relevant legal/regulatory provisions:	n/a
52. Please provide any additional information or comments on the answers to the question(s) above and indicate which one(s) you are referring to:	Comments

