

LAW ON CONCESSIONS AND PUBLIC PRIVATE PARTNERSHIP

CONSOLIDATED TEXT ¹

Law on Concessions and Public Private Partnership ("Official Gazette of the Republic of Macedonia" nos. 6/2012, 144/2014, 33/2015, 104/2015 and 215/2015).

CHAPTER I

GENERAL PROVISIONS

Article 1

Subject

This Law shall regulate the award of a concession for goods of general interest and a contract for establishment of a public private partnership, the legal protection for any entity that has or had an interest in winning such a contract or that has risked or risks to be damaged in the procedure for awarding such a contract, as well as other issues with regard to the concessions for goods of general interest and the contracts for establishment of a public private partnership.

Article 2

Purpose

The purpose of this Law shall be to enable engagement for financing a concession for goods of general interest and a contract for establishment of a public private partnership based on the principles of equality, transparency, non-discrimination, proportionality, mutual recognition, environmental protection, and efficiency in the procedure for conclusion of a contract for concession for goods of general interest and a contract for establishment of a public private partnership, as well as carrying out the activities and providing the services under the concluded concession contract and the contract for establishment of a public private partnership in a quality and efficient manner.

Article 3

Application of the provisions of Chapters I, II, III, IV, V and VI

The provisions of Chapters I, III, IV and V of this Law shall refer and apply to the award of the contracts for establishment of a public private partnership and the concessions for goods of general interest, and the provisions of Chapter II of this Law shall exclusively refer and apply to the award of the concessions for goods of general interest, and the provisions of Chapter VI of this Law shall refer and apply only to the award of the contracts for establishment of a public private partnership.

Article 4

Definitions

The meaning of the terms defined in the Law on Public Procurement shall accordingly apply to this Law, unless otherwise determined by this Law.

The terms used in this Law shall have the following meaning:

1. "Public works concession" is a contract of the same type as the contract for public works procurement, except that the consideration for such works consists in the right to exploit such works or in that right together with payment;
2. "Public services concession" is a contract of the same type as the contract for public services procurement, except that the consideration for those services consists in the right to exploit such services or in that right together with payment;
3. "Concession for goods of general interest" is a contract other than the public works concession and the public services concession the subject of which is award of a right to exploit goods of general interest;
4. "Public private partnership" has the meaning described hereunder in this Law;
5. "Public partner" is a legal entity that awards a contract for establishment of a public private partnership, that is:
 - the Republic of Macedonia,
 - the municipality, the City of Skopje and the municipalities in the city of Skopje,
 - the public enterprises, the public institutions, the trade companies established by the Republic of Macedonia, the municipality, the City of Skopje and the municipalities in the city of Skopje, and the companies where the state or the bodies of the municipality, of the City of Skopje and of the municipalities in the city of Skopje have an ownership-based direct or indirect influence, that is, where they own the major part of the capital of the company, have the majority votes of the shareholders/partners and appoint more than half of the members of the governing or supervisory board, that is, the governing bodies of the company, and
 - other legal entities that, in accordance with the law, exercise public powers in the part of the exercise of the public powers;
6. "Concession grantor" is an entity that awards a concession for goods of general interest, that is:
 - the Republic of Macedonia and
 - the municipality, the City of Skopje and the municipalities in the city of Skopje;
7. "Private partner" is a domestic or foreign legal entity or natural person or consortium with which the public partner concludes a contract for establishment of a public private partnership, or which establishes a special purpose company for that end;
8. "Concessionaire" is a domestic or foreign legal entity or natural person or a consortium with which a contract for concession for goods of general interest is concluded or which establishes a special purpose company for that end;
9. "Economic operator" is any domestic or foreign legal entity or natural person or group of such entities/persons that offers goods, services or works on the market;
10. "Tenderer" is any economic operator that has submitted an offer;
11. "Authorized signatory" is a person who is authorized by the public partner or the concession grantor to conclude a contract for establishment of a public private partnership or a contract for concession for goods of general interest;
12. "Competence" are authorizations and duties and directions to execute the functions and duties of the concession grantor, that is, of the public partner;
13. "Special law" is a law that regulates the issues related to the concessions awarded in the field regulated by that particular law;
14. "Special purpose company" is a trade company that may be established by the private partner or the concessionaire for the purpose of concluding a contract for establishment of a public private partnership or for concession for goods of general interest and/or for implementation of a public private partnership or concession for goods of general interest (hereinafter: SPC);

15. "Consortium" is a group of economic operators that jointly submit an offer or an application for participation, without having a special legal form;
16. "Acceptable offer" is an offer that is submitted within the set deadline and for which it is established to fully conform to all the requirements of the tender documentation and the technical specifications and conforms to all the criteria, conditions and possible requirements regarding the capacity of the tenderers;
17. "Electronic auction" is a recurrent process of positive or negative bidding realized after an initial full evaluation of tenders, whereby the tenderers have a possibility, exclusively by using electronic means, to revise the proposed prices, wherefore the ranking is made automatically by using electronic means;
18. "Construction process" is carrying out construction activities or constructing a facility, design and carrying out construction or design activities and constructing a facility or finalizing by any construction means that correspond to the requirements determined by the public partner and that it itself conforms to certain technical and economical functions; and
19. "Facility" is a result of a construction process or an existing public infrastructure in ownership or possession of a public partner or a public infrastructure that is to be completed under the contract for establishment of a public private partnership.

Article 5

Public private partnership

Public private partnership is a form of contractually regulated, long-term cooperation between the public partner and the private partner, characterized by the following:

- a) the private partner assumes the obligation to provide a public service for the end users in fields of competence of the public partner and/or the obligation to provide the necessary prerequisites for the public partner to provide a public service for the end users and/or activities within its competence;
- b) in order to fulfill the obligations referred to in point a) of this Article, the private partner may assume an obligation to:
 - finance, design, construct and/or reconstruct/renovate a public infrastructure facility, operate and maintain a new facility and/or a reconstructed/renovated public infrastructure facility or
 - exploit, manage and maintain an existing public infrastructure facility or
 - any combination of the abovementioned obligations until the combination of the referred obligations is aimed at achievement of the goals set forth in point a) of this paragraph;
- c) where assuming the obligation referred to in points a) and b) of this paragraph, the private partner usually assumes a significant part of the risks related to financing, construction, demand and/or availability and other such activities, management, maintenance and technical risks, depending on what has been agreed in the establishment of the public private partnership and is determined case by case;
- d) each partner to the public private partnership during the public private partnership undertakes the responsibility for the risky events within its sphere of influence, or shares the responsibility in order to achieve optimal risk management during the partnership, *inter alia*, by using the managerial, technical, financial and innovative capacities of the private partner and by promoting exchange of skills and know-how – experience between the public and private partner, without being contrary to point c) of this paragraph;
- e) in exchange for the assumed obligations, the public partner may award the private partner public works concession or public services concession, or may compensate them by payment;
- f) the public partner may also enable the private partner to carry out certain commercial, economic activities, in addition to the obligations referred to in points a) and b) of this paragraph, determined by the contract, but only if there is no other possible way to ensure the necessary level of price efficiency of the private participation and reasonable recovery of the investment; and
- g) the public partner may transfer certain actual rights to the private partner, which are necessary to fulfill the contractually set forth obligations.

Depending on the purpose of the funds for consideration by the public partner for provision of public works and/or public services, as well as the distribution of the key existing risks, the public private partnership may be established as:

- 1) public works concession or
- 2) public services concession or
- 3) contract for public works procurement or
- 4) contract for public services procurement.

The public private partnership shall be established by a contract.

Article 6

Combined contracts

In the case of public works concession and public services concession that includes elements of both works and services, that is, a combined contract, a decisive element for determining whether such contract is a public works concession or a public services concession shall be whether the work that is to be carried out is the main subject of the contract, or it is only complementary with regard to the main subject of the contract.

Article 7

Granting state aid

The rules for granting state aid must not be infringed in the course of establishment of the mutual rights and obligations between the public partner and the private partner or the concession grantor and the concessionaire, as well as during the implementation of the referred contract.

Article 8

Principles

The procedure for awarding a concession for goods of general interest and a contract for establishment of a public private partnership shall be conducted in accordance with the principles of transparency, non-discrimination, proportionality, efficiency, equal treatment and mutual recognition.

Article 9

Concession fee

Where the concessionaire or the private partner is obliged to pay a concession fee to the concession grantor or to the public partner, the minimum amount of the fee shall be determined in the announcement for the award of the contract, and based on a feasibility study which is to justify the award of the concession for goods of general interest or the contract for establishment of a public private partnership, unless otherwise determined by a special law.

The concessionaire or the private partner cannot pay the concession fee, that is, the fee for the public private partnership in state bonds.

Article 10

Application exemptions

The provisions of this Law that regulate procedures for awarding a concession for goods of general interest shall not apply in the case where the concession is awarded to the following entities:

- public enterprises, public institutions, trade companies established by the Republic of Macedonia, the municipality, the City of Skopje and the municipalities in the city of Skopje and companies where the state or the bodies of the municipality, of the City of Skopje and of the municipalities in the City of Skopje have an ownership-based direct or indirect influence, that is, where they own the major part of the capital of the company, have the majority votes of the shareholders/partners and appoint more than half of the members of the governing or supervisory board, that is, the governing bodies of the company.

The provisions determined by a special law shall apply to the payment, that is, the concession fee with regard to the contracts referred to in paragraph 1 of this Article.

Article 11

Right of ownership

The facilities built under the public private partnership, including the extensions and improvements, shall be in ownership of the public partner, unless otherwise anticipated in the contract for establishment of a public private partnership.

The public partner should set out the conditions for regulation of the rights of ownership referred to in paragraph 1 of this Article in the tender documentation.

If the contract for establishment of the public private partnership terminates, the private partner shall be obliged to return, that is, transfer in ownership to the public partner the facilities built under the public private partnership, regardless whether they have been completely or partially built, reconstructed, preserved, equipped or improved by the private partner, under conditions and in a manner determined by the contract for establishment of a public private partnership, unless otherwise anticipated.

All the matters, including the conditions related to the ownership rights, as well as the necessary quality standards, shall be subject of analysis of the feasibility study which is to justify the award of the contract for establishment of a public private partnership and they shall be anticipated in the tender documentation, as well as in the contract itself.

Article 11-a

Obtaining data from the immovable property cadastre

The concession grantor or the public partner shall electronically obtain data from the immovable property cadastre in the procedure for awarding a concession for goods of general interest and a contract for establishment of a public private partnership.

Article 11-b

Entry in the public book for registration of the rights of immovable properties

The concession grantor or the public partner shall be obliged to submit, electronically, all documents that contain a legal ground based on which registration/noting in the immovable property cadastre is made, and that are adopted in relation to the procedure for awarding a concession for goods of general interest and a contract for establishment of a public private partnership, together with the applications for registration, to the Agency for Immovable Property Cadastre.

Article 12

Special purpose company

The special purpose company may participate solely in the implementation of the public private partnership or the concession for the purpose of which it has been established.

Where the private partner or the concessionaire establishes a SPC, the public partner or the concession grantor may conclude the contract for establishment of a public private partnership or the contract for concession for goods of general interest with a SPC.

The public partner or the concession grantor, by the decision on commencement of the procedure and in the tender documentation, may determine that the legal entity or the consortium that has been selected as the most favorable tenderer is to establish a legal entity with a head office in the Republic of Macedonia which,

as a private partner or a concessionaire, shall conclude the contract for establishment of a public private partnership or the contract for concession for goods of general interest.

In the case referred to in paragraph 3 of this Article, the form of the legal entity (private partner or concessionaire), the amount of the capital, the obligations of the most favorable tenderer with regard to its establishment, as well as the other relations between the most favorable tenderer, the legal entity – private partner or the concessionaire and the public partner or the concession grantor shall be determined in the tender documentation.

Article 13

Public Private Partnership Council

The Government of the Republic of Macedonia shall establish a Public Private Partnership Council (hereinafter: council), composed of 15 members, one of whom shall be president and one vice-president of the Council.

The Council shall have an advisory role for the Government of the Republic of Macedonia in the field of public private partnership, shall promote the public private partnership, propose projects for public private partnership, as well as raise initiatives with draft amendments to the regulations in this field.

Members of the Council shall be representatives from the Ministry of Economy, the Ministry of Finance, the Ministry of Transport and Communications, the Ministry of Health, the Ministry of Education and Science, the Ministry of Agriculture, Forestry and Water Resources Management, the Ministry of Environment and Spatial Planning, the Ministry of Culture, the General Secretariat of the Government of the Republic of Macedonia – Office of the Deputy Prime Minister of the Government in charge of economic affairs and coordination with the economic departments, the Public Procurement Bureau, the ZELS, the business community, as well as independent experts particularly in the field of economics and law, taking into consideration the equitable representation of all the national and ethnic groups in the Republic of Macedonia,.

The Council shall adopt Rules of Procedure for its work.

The term of office of the members of the Council shall be four years.

The members of the Council shall be remunerated for their work per sessions held.

The amount of the remuneration referred to in paragraph 6 of this Article shall be determined by the Government of the Republic of Macedonia.

Article 14

Competent body for public private partnership

The Ministry for Economy shall be a competent body for public private partnership and shall carry out the following activities:

- develop and implement measures and activities aimed at achievement and maintenance of completely transparent and efficient system for public private partnership,
- keep and maintain the Register of Awarded Contracts for Establishment of a Public Private Partnership,
- prepare draft amendments to the regulations in the field of public private partnership and give instructions for implementation of this Law,
- organize and deliver education and training in the field of public private partnership for all the participants in the process,
- monitor, analyze and provide professional assistance and opinion with regard to conducting the procedures,
- monitor, analyze and study the current European and world tendencies, know-how and experiences in the field of public private partnership, and
- carry out other activities and tasks related to the public private partnership.

Article 15

Application of the Law on Public Procurement and of other special laws

The provisions of the Law on Public Procurement that refer to the procedures for awarding contracts for public works procurement and contracts for public services procurement shall accordingly apply to the procedures for awarding contracts for establishment of a public private partnership, unless otherwise determined by this Law.

The public partner shall conduct the procedures for awarding contracts for establishment of a public private partnership as an open procedure, restricted procedure, negotiated procedure with prior publication of an announcement, or competitive dialogue, in accordance with the conditions and in the manner anticipated by the Law on Public Procurement.

The provisions of this Law, as well as the provisions of the special laws, shall apply to the procedures for awarding concessions for goods of general interest by mandatory compliance with the basic principles and rationales determined in Article 8 of this Law.

Article 15-a

Electronic auction

The public partner shall mandatorily use an electronic auction as a final phase of an open procedure and restricted procedure where acceptable and appropriate offers are received, as well as of a negotiated procedure with prior publication of an announcement in the cases where no acceptable offer or appropriate offer in an open procedure, restricted procedure or competitive dialogue is received, and where the previous procedure has been annulled without significant change in the initial requirements in the tender documentation, prior to the award of the contract for establishment of a public private partnership.

The public partner shall state the use of an electronic auction in the announcement for award of a contract for establishment of a public private partnership and in the tender documentation.

Article 15-b

The public partner shall be obliged to include the following in the tender documentation or in the open invitation for participation in an electronic auction:

- the part of the offer which is the subject-matter of the electronic auction, provided that it can be determined and expressed in figures or percentages,
- the information which are available to tenderers in the course of the electronic auction and when these information are to be made available,
- the relevant information concerning the electronic auction process (the manner of registration in the electronic auction system, the manner of identifying the participants in the electronic auction), and
- the requirements under which the tenderers can bid, and in particular the minimum differences allowed in the process of positive and negative bidding.

Article 15-c

Prior to the commencement of the electronic auction, the public partner shall conduct a full evaluation of the capacity and the initial offers of the tenderers in accordance with the requirements and the criteria referred to in the tender documentation.

The public partner shall invite all tenderers that have submitted acceptable offers to submit new prices or new values for the part of the offer which is the subject-matter of the electronic auction. The invitation shall be simultaneously submitted to all tenderers by using electronic means.

The date and time of commencement of the electronic auction, the manner of conducting the auction, as well as all necessary information concerning the connection with the electronic devices used in the Ministry of Economy, shall be stated in the open invitation.

If the criterion for awarding the contract for establishment of a public private partnership is economically the most favorable offer, the invitation shall state the outcome of the full evaluation of the relevant initial offer of the tenderer to which the open invitation is sent.

The electronic positive or negative bidding can start no sooner than two days following the date on which the invitations for participation in the electronic auction have been sent.

Article 15-d

In the case where only one offer has been submitted which is acceptable or only one acceptable offer has remained, the public partner shall mandatorily invite the single tenderer to submit a final price via the electronic system for electronic auction for awarding a contract for establishment of a public private partnership.

In the cases referred to in paragraph 1 of this Article, the invitation to the single tenderer shall particularly include:

- identification of the part of the offer which is to be the subject for submission of a final price, and
- the time of submission of the final price which cannot be shorter than 48 hours as of the sending of the invitation.

The single tenderer shall submit the final price at the time which is set out in paragraph 2 line 2 of this Article only once, and if it does not submit a final price, the initially offered price shall be regarded as final.

Article 15-e

The following can be the subject-matter of the electronic auction:

- only the price, where only the highest or the lowest price is a criterion for awarding the contract for establishment of a public private partnership or
- the price or the new values of the part of the offer which is the subject-matter of the electronic auction stated in the tender documentation, if the criterion for awarding the contract for establishment of a public private partnership is the economically most favorable offer.

The electronic auction may be conducted in several successive rounds.

Article 15-f

During each round of the electronic auction, the public partner shall deliver to all tenderers information needed to determine, at any time, their ranking. The public partner may also deliver other information in connection with:

- the number of participants in the respective round of the electronic auction and
- the new prices or values that have been submitted in the respective round of the electronic auction by the other tenderers, provided that the tender documentation anticipates such possibility.

In the course of conducting the rounds of the electronic auction, the public partner must not disclose the identity of the tenderers.

Article 15-g

The electronic auction shall be closed in one or several of the following manners:

- at a previously set time for which the tenderers have been informed in the invitation for the electronic auction,
- when the number of rounds determined in the invitation for the electronic auction is met, if the invitation also includes a time frame for each round or
- when new prices or new values that met the requirements concerning the minimum differences are no longer received, where the public partner, in the invitation, states the time period which is allowed to elapse after receiving the last offer before the electronic auction is closed.

Based on the results obtained upon the end of the electronic auction, the public partner shall select the most favorable offer, for which it adopts a decision, based on the criterion for awarding the contract for establishment of a public private partnership determined in the announcement for awarding a contract for establishment of a public private partnership and in the tender documentation,

provided that the tenderer whose offer is the most favorable meets the prescribed criteria for establishment of the capacity.

If the electronic auction does not succeed, the most favorable offer shall be deemed the most favorable offer of the tenderer submitted in the previous phase of the procedure for awarding the contract for establishment of a public private partnership, except with regard to the negotiated procedure with prior publication of an announcement in the cases where no acceptable offer or appropriate offer in an open procedure, restricted procedure or competitive dialogue is received, and where the previous procedure has been annulled without significant change in the initial requirements in the tender documentation.

Article 15-h

The electronic auction for awarding of a contract for establishment of a public private partnership shall be conducted in the electronic system for electronic auction established in the Ministry of Economy.

The Ministry of Economy shall manage and operate the electronic system for electronic auction for awarding a contract for establishment of a public private partnership.

The manner of using the electronic system for electronic auction for awarding a contract for establishment of a public private partnership shall be prescribed by the minister of economy.

Article 16

Preparatory activities for awarding a concession for goods of general interest and a contract for establishment of a public private partnership

The preparatory activities for awarding a concession for goods of general interest and a contract for establishment of a public private partnership shall be carried out by the concession grantor or the public partner.

The preparatory activities shall in particular include:

- preparation of a report for the previous analysis of the basic project elements that indicate the nature of the contract to be concluded for the purpose of establishing a public private partnership, taking into account the definition of a public private partnership in this Law,
- preparation of a feasibility study which is to justify the award of a concession for goods of general interest or a contract for establishment of a public private partnership,
- assessment of the environmental impact of the concession for goods of general interest or of the public private partnership, and
- other activities necessary for conducting the procedure.

The Government of the Republic of Macedonia shall prescribe the content of the feasibility study to justify the concession for goods of general interest or of the public private partnership.

Article 17

Commencement of a procedure

In order to commence the procedure for awarding a concession for goods of general interest and a contract for establishment of a public private partnership, the concession grantor or the public partner shall adopt a decision on commencement of a procedure for awarding a concession for goods of general interest and a contract for establishment of a public private partnership.

The decision referred to in paragraph 1 of this Article shall be adopted by the concession grantor or the public partner on the basis of the study referred to in Article 16, paragraph 2, line 3 of this Law.

If the Republic of Macedonia is a concession grantor or a public partner, the decision referred to in paragraph 1 of this Article shall be brought by the Government of the Republic of Macedonia on a proposal of the minister

responsible in the field in which the public private partnership or concession is awarded.

If the municipality, that is, the City of Skopje or the municipality in the city of Skopje is a concession grantor or a public partner, the decision referred to in paragraph 1 of this Article shall be brought by the council of the municipality, the Council of the City of Skopje or the council of the municipality in the city of Skopje, on a proposal of the mayor of the municipality, the mayor of City of Skopje or the mayor of the municipality in the city of Skopje.

If the public partner is one of the entities referred to in Article 4 point 5 lines 3 and 4 of this Law, the decision referred to in paragraph 1 of this Article shall be brought by the management body and it shall be approved by the founder.

Article 18

Contents of the decision on commencement of a procedure

The decision on commencement of a procedure for awarding a concession for goods of general interest or a contract for establishment of a public private partnership shall in particular contain:

- an explanation of the justification to award a concession for goods of public interest or a contract for establishment of a public private partnership, including also an explanation of the basis for identification of the type of contract, taking into account the definition of a public private partnership in this Law,
- a definition of its aims,
- a subject of the concession for goods of general interest or of the public private partnership and the basic requirements for award of a concession for goods of general interest or a contract for establishment of a public private partnership,
- in the case of a contract for establishment of a public private partnership, the type of procedure under the Law on Public Procurement, taking into account Article 15 of this Law,
- a manner and deadline for conducting the procedure, and
- an amount of the fee for issuance of the tender documentation.

Article 19

Content of the announcement for award of a contract for establishment of a public private partnership

The award of a contract for establishment of a public private partnership shall be carried out by means of an announcement.

The form, content and manner of publication of the announcement for award of a contract for establishment of a public private partnership which is implemented as a contract for public works procurement or a contract for public services procurement shall comply with the Law on Public Procurement and its bylaws.

The form and content of the announcement for award of a contract for establishment of a public private partnership that is implemented as a public works concession or a public services concession shall be prescribed by the Government of the Republic of Macedonia and shall be published in accordance with the Law on Public Procurement.

The announcement for award of a contract for establishment of a public private partnership that is implemented as a public works concession and a public services concession shall particularly contain the following data:

- 1) name, address, fax number and e-mail of the public partner;
- 2) a) place of implementation and
b) subject of the public works concession or the public services concession, nature and scope of the works and/or services, as well as explanation of the justification to award the public works concession and the public services concession and definition of the aims;
3. a) time period for submitting applications,
b) address for sending the applications, and
c) language in which the applications should be written;
- 4) type of procedure for award of a contract, in accordance with Article 15 of this Law;
- 5) fee for the tender documentation;

- 6) personal, technical and financial requirements that the candidates should meet;
- 7) criteria to be applied to the contract award;
- 8) if necessary, the minimum scope of works to be awarded to third parties, regulated in accordance with the contract referred to in Article 48 of this Law;
- 9) if necessary, the minimum amount of the concession fee and/or the manner of calculating the fee;
- 10) publication date of the announcement; and
- 11) name and address of the competent body for deciding upon an appeal, information about the final deadlines for filing appeals and, if necessary, name, address, telephone, fax and e-mail of the person to obtain information from.

The procedure for awarding a contract for establishment of a public private partnership, that is implemented as a public works concession and a public services concession, shall be considered commenced as of the day of publication of the announcement.

The Public Procurement Bureau shall charge a fee for the publication of the announcements referred to in this Article in the amount of Euro 100 in Denar counter-value according to the middle exchange rate of the National Bank of the Republic of Macedonia on the day of payment.

Article 20

Commission for Conducting a Procedure

The procedure for awarding a concession for goods of general interest and a contract for establishment of a public private partnership shall be conducted by the Commission for Conducting a Procedure (hereinafter: the Commission), formed by the Government of the Republic of Macedonia, on a proposal of the minister responsible in the field in which the contract is awarded or of the mayor of the municipality, the mayor of the City of Skopje or the mayor of the municipality in the city of Skopje, or of the management body in the entities referred to in Article 4 point 5 lines 3 and 4 of this Law.

The Commission referred to in paragraph 1 of this Article shall be composed of a president and at least four members and their deputies in the field of economy, law and technical sciences and other relevant areas, depending on the subject of the contract. External experts may participate in the work of the Commission, without the right to vote.

Members of the Commission cannot be persons who:

- are married, related to the second degree or related by adoption or guardianship to the tenderer or the candidate, to his/her attorney-in-fact, and in the cases where the tenderer or the candidate is a legal entity, to the members of its management, supervisory or other bodies;
- in the last three years, have been employed or have been members of the management or supervisory bodies of the tenderer or the candidate;
- are in another legal relation with the tenderer or the candidate, and
- are convicted for a financial crime, fraud or corruption.

On its sessions, the Commission shall work in a plenary manner and shall adopt the decisions by majority votes.

Article 21

Competencies of the Commission

The Commission shall carry out the following activities:

- prepare the tender documentation, including the draft contract,
- determine the criteria for contract award,
- receive the participation applications and the offers,
- establish the capacity of the candidates and appoint candidates with the right to participate further in the procedure,
- establish the capacity of the tenderers,
- give explanations and submit additional information and documents,
- review and evaluate the offers and rank the tenderers by proposing the first ranked to be selected,
- draw up a report about the evaluation of the offers,

- submit a proposal for annulment of the procedure, and
- carry out other activities required for conducting the procedure.

Article 21-a

Decision on selection of the most favorable offer and a decision on annulment of the procedure for awarding a contract

The concession grantor or the public partner shall be obliged to adopt a decision on selection of the most favorable offer or a decision on annulment of the procedure for awarding concession for goods of general interest or a contract for establishment of a public private partnership within a period of 30 days as of the day set as a final deadline for submission of offers.

Where the concession grantor or a public partner is the Republic of Macedonia, the decision referred to in paragraph 1 of this Article shall be adopted by the Government of the Republic of Macedonia on a proposal of the minister responsible in the field in which the public private partnership or the concession is awarded.

Where the concession grantor or a public partner is the municipality, the City of Skopje or the municipality in the city of Skopje, the decision referred to in paragraph 1 of this Article shall be adopted by the council of the municipality, the council of the City of Skopje or the council of the municipality in the city of Skopje on a proposal of the mayor of the municipality, the mayor of the City of Skopje or the mayor of the municipality in the city of Skopje.

Where the public partner is one of the entities referred to in Article 4 point 5 lines 3 and 4 of this Law, the decision referred to in paragraph 1 of this Article shall be adopted by the governing body and the founder shall give its consent.

CHAPTER II

PROCEDURE FOR AWARDING A CONCESSION FOR GOODS OF GENERAL INTEREST

Article 22

Tender documentation

The Commission shall be obliged to prepare the tender documentation within the time period set out by the decision on commencement of the procedure for awarding a concession for goods of general interest.

The Commission may entrust the preparation of the tender documentation to a scientific or professional organization or to experts in the respective area.

The entity which prepares the tender documentation cannot participate as a tenderer in the procedure in which it has been entrusted to conduct research, experiments, studies or development with regard to the contract in question.

The Commission may determine that the data or part of the data contained in the tender documentation are to be considered confidential in accordance with the Law on Classified Information. In such a case, the participants in the procedure shall be obliged to submit a statement, attached to the documentation, whereby they oblige themselves not to disclose the data considered confidential.

The Government of the Republic of Macedonia, on a proposal of the minister responsible in the field in which the concession for goods of general interest is awarded, that is, of the mayor of the municipality, the mayor of the City of Skopje or the mayor of the municipality in the city of Skopje, shall approve the tender documentation.

Article 23

Content of the tender documentation

Depending on the nature of the concession for goods of general interest, the tender documentation shall particularly contain the following elements:

- name, address, telephone number, fax number and e-mail of the concession grantor,
- subject of the concession for goods of general interest,
- purpose of the concession for goods of general interest,
- place and location for which the concession for goods of general interest is to be awarded,
- instructions regarding the preparation and submission of the offer,
- duration for which the concession for goods of general interest is awarded,
- deadline for submission of the offers,
- validity period of the offer,
- address for sending the offers,
- types of guarantees and conditions of the guarantees,
- language in which the offers should be written,
- personal, professional and financial requirements that must be met by the tenderers and the documents that prove that they are met,
- criteria for selection of the most favorable offer,
- name and address of the competent body for deciding upon appeals and deadlines for filing appeals,
- minimum amount of the concession fee, if it is anticipated and/or the manner for calculating the fee, and
- other information important for the subject of the concession for goods of general interest in accordance with other regulations and professional rules.

Article 24

Amendments to the tender documentation

The concession grantor may amend the tender documentation in accordance with the provisions of this Law, provided that they are not of significant importance and are available to the interested participants within a period of 15 days before the expiry of the final deadline for submission of offers at the latest.

If it is considered necessary by the concession grantor, the deadline for submission of the offers may be extended in accordance with the amendments to the tender documentation.

Article 25

Tender documentation fee

The concession grantor may charge the tenderers a fee for the issuance of the tender documentation.

Article 26

Additional questions related to the tender documentation

The Commission shall be obliged to respond to all the additional questions related to the tender documentation asked by the economic operators that have taken the tender documentation, provided that such questions are asked in a period of 14 days before the expiry of the deadline for submission of the offers.

The Commission shall be obliged to submit the answers to the questions asked to all of the economic operators that have taken the tender documentation without stating the name of the economic operator having asked the question, and not later than seven days before the expiry of the deadline for submission of the offers.

Article 27

Guarantee for participation in the procedure

The participation in the procedure for submission of offers shall be conditioned by the provision of a guarantee by the tenderer in a form of deposited funds or a

bank guarantee the value of which should be at least 0,25 percent of the estimated value, determined in the tender documentation.

The concession grantor shall be obliged, in a period of seven days upon the conclusion of the contract for concession for goods of general interest with the most favorable tenderer, to return the deposited amount, that is, the guarantee for participation in the procedure to the other tenderers that have participated in the concession award procedure.

The guarantee for participation in the procedure of the most favorable tenderer shall be valid until the conclusion of the contract, that is, until the submission of the guarantee for quality implementation of the contract, if so defined by the tender documentation.

The guarantee referred to in paragraph 1 of this Article shall be charged to the benefit of the concession grantor if the selected tenderer rejects the invitation to conclude a contract for concession for goods of general interest and does not sign the contract and if it withdraws the offer before the expiry of its validity period.

Article 28

Public call for award of concession for goods of general interest

The award of concession for goods of general interest shall be carried out by a public call.

The public call for award of a concession for goods of general interest shall particularly contain the following data:

- 1) subject of the concession for goods of general interest:
 - nature and elements of the concession for goods of general interest and
 - place and location for which the concession for goods of general interest is to be awarded;
- 2) duration for which the concession for goods of general interest is awarded;
- 3) deadline for submission of the offers;
- 4) address for sending the offers;
- 5) language in which the offers should be written;
- 6) criteria for selection of the most favorable offer; and
- 7) name and address of the competent body for deciding upon appeals and deadlines for filing appeals.

The public call for award of a concession for goods of general interest may also contain other data laid down by a special law.

The public call for award of a concession for goods of general interest shall be published in the "Official Gazette of the Republic of Macedonia", and may also be published in a domestic or foreign daily newspaper and on the web-site of the concession grantor.

Article 29

Manner of submission of offers

The offer shall be submitted in a manner and in a form determined in the tender documentation.

The economic operators who have taken the tender documentation shall have the right to submit offers.

The tenderer may only submit one offer.

Article 30

Deadline for submission of offers

The deadline for submission of offers shall be at least 30 days as of the day of publication of the public call for award of a concession for goods of general interest in the "Official Gazette of the Republic of Macedonia".

Article 31

Criteria for selection of the most favorable offer

A criterion for selection of the most favorable offer may be:

1) the economically most favorable offer that contains elements related to the subject of concession for goods of general interest, such as:

- quality,
- technical features,
- aesthetic, functional and ecological features, and
- other elements laid down by the special law regulating the subject of the concession or

2) the highest offered concession fee.

The elements of the economically most favorable offer criterion, as well as the maximum number of points for each element separately, must be clearly determined in the public call, actually related to the subject of the concession for goods of general interest and, as soon as they are determined, they cannot be altered during the whole period of duration of the procedure for awarding the contract for concession for goods of general interest.

Where the most favorable offer is selected on the basis of the economically most favorable offer criterion, the concession grantor shall be obliged to provide explanation of the manner of evaluation and application of the elements of this criterion in the tender documentation.

Each element of the economically most favorable offer criterion shall be worth the maximum number of points determined in the public call and, in exceptional cases where it is not possible, the elements shall be listed according to the order of their importance.

Article 32

Public opening of the offers

Upon the expiry of the deadline for submission of offers, the Commission shall open the offers in public, in the presence of authorized representatives of the tenderers, in a place and at a time set out in the public call for award of a concession for goods of general interest.

The Commission shall prepare minutes for the public opening of the offers.

Article 33

Evaluation of the offers

The Commission shall evaluate the offers only of those tenderers that meet the personal, professional and financial requirements set out in the tender documentation.

The Commission shall establish a list of tenderers on the basis of the criteria laid down in the public call for award of a concession for goods of general interest, that is, in the tender documentation and shall propose the selection of the most favorable tenderer or propose annulment of the procedure for award of a concession for goods of general interest.

Article 33-a

Electronic auction

The concession grantor may use the electronic auction for positive bidding as a final phase of the procedure for awarding concession of goods of general interest before awarding the contract if:

- the electronic auction is regulated by the law which regulates the award of the concession for goods of general interest;
- a software solution is established by the competent body in the field in which the procedure for awarding the concession for goods of general interest is conducted; and

- the concession grantor states the use of the electronic auction in the public call for award of the concession and in the tender documentation.

The electronic auction shall be conducted in the manner and under the conditions prescribed by the law which regulates the award of the concession for the good of general interest.

The concession grantor shall award the concession for goods of general interest in accordance with Article 35 of this Law and based on the results obtained upon the end of the electronic auction.

Article 34

Evaluation report

For each procedure for awarding a concession for goods of general interest, the Commission shall draw up a written report about the evaluation by proposing the selection of the most favorable offer, which shall be signed by the president and the members of the Commission and shall be submitted to the concession grantor.

Article 35

Decision on selection of the most favorable offer

Based on the proposal of the Commission and the evaluation report, the concession grantor shall adopt a decision on selection of the most favorable offer.

The decision on selection of the most favorable offer along with a copy of the minutes, the review and the evaluation of the offer and the evaluation report shall be submitted to each tenderer without any delay, in a manner that can prove its delivery.

The concession grantor must not sign the contract for concession for goods of general interest before the expiry of the deadline for filing an appeal.

The deadline for filing an appeal shall be determined in the decision on selection of the most favorable offer, in accordance with the data from the public call for award of a concession for goods of general interest.

The contract for concession for goods of general interest may be signed when the decision on selection of the most favorable offer becomes final.

The decision on selection of the most favorable offer shall be published in the "Official Gazette of the Republic of Macedonia".

Article 36

Deadline for adoption of a decision on selection of the most favorable offer

The deadline for adoption of a decision on selection of the most favorable offer shall commence as of the day of expiry of the deadline for submission of offers. Unless otherwise determined by the tender documentation, the deadline for adoption of a decision on selection of the most favorable offer shall be 30 days.

If the concession grantor does not adopt a decision on selection of the most favorable offer and does not submit it to the tenderer within the prescribed deadline, the tenderer shall have the right to file an appeal due to non-compliance with the legal deadlines.

Article 37

Content of the decision on selection of the most favorable offer

The decision on selection of the most favorable offer shall contain:

- name of the concession grantor, including the number and date of the decision on commencement of the procedure for awarding a contract for concession for

goods of general interest,

- explanation of the reasons for selection of the most favorable tenderer,
- name of the tenderer, including the number and date of submission of the offer,
- subject of the concession for goods of general interest,
- place of implementation of the subject of the concession for goods of general interest,
- duration of the contract for concession for goods of general interest,
- special requirements set out in the tender documentation that the tenderer should meet during the validity period of the concession for goods of general interest,
- amount of the concession fee paid by the concessionaire for the awarded concession for goods of general interest or the basis for determination of the amount of the concession fee that should be paid by the concessionaire, if anticipated,
- time frame during which the tenderer is obliged to sign the contract for concession for goods of general interest with the concession grantor,
- competent body for conclusion of the contract for concession for goods of general interest,
- competent body for implementation and supervision of the awarded concession for goods of general interest, and
- legal instruction.

The decision for selection of the most favorable offer may also contain other data in accordance with the tender documentation and the submitted offer.

Article 38

Decision on annulment of the procedure for awarding a concession for goods of general interest

The concession grantor shall annul the procedure for awarding a concession for goods of general interest if:

- circumstances are identified which if familiar before the commencement of the procedure for awarding a concession for goods of general interest, the public call for concession award would not been published, or the public call would be significantly different or
- there is no offer received until the expiry of the deadline for submission of offers or
- there is no acceptable offer submitted.

The concession grantor may annul the procedure for awarding a concession for goods of general interest if only one offer is received until the expiry of the deadline for submission of offers, that is, if only one acceptable offer remains during the evaluation of the offers.

The concession grantor shall be obliged without any delay to deliver to each tenderer the decision on annulment of the procedure for awarding a concession for goods of general interest, including a copy of the minutes and of the evaluation report, in a manner that can prove its delivery.

As of the day the decision on annulment of the procedure for awarding a concession for goods of general interest is delivered to each tenderer, the period of 15 days for filing an appeal shall start running.

New procedure for awarding a concession for goods of general interest may be initiated as soon as the decision on annulment of the procedure for concession award becomes final.

The decision on annulment of the procedure for awarding a concession for goods of general interest shall be published in the "Official Gazette of the Republic of Macedonia".

CHAPTER III

CONTRACT FOR CONCESSION FOR GOODS OF GENERAL INTEREST AND CONTRACT FOR ESTABLISHMENT OF A PUBLIC PRIVATE PARTNERSHIP

Article 39

Duration of the contract

The contracts anticipated by this Law shall be concluded for a period of up to 35 years as of the day of the conclusion of the contract, that is, as of the day of entry into force of the contract, in the case the two dates differ, unless otherwise anticipated by a special law.

In determining the period referred to in paragraph 1 of this Article, the financial-economical indicators and the technical and/or technological specifics of the subject of the contract, based on the feasibility study which is to justify the award of the concession for goods of general interest or the contract for establishment of the public private partnership, shall be taken into consideration.

The concession grantor, that is, the public partner shall start the procedure for awarding a new concession of goods of general interest, that is, a new contract for establishment of a public private partnership six month before the expiry of the current concession or public private partnership.

Article 40

Conclusion of a contract

The contract for concession for goods of general interest or the contract for establishment of a public private partnership shall be signed by the concession grantor, that is, the public partner and the selected most favorable tenderer.

The contracts anticipated by this Law shall be prepared in accordance with the tender documentation, the announcement or the public call and the decision on selection of the most favorable offer.

The Government of the Republic of Macedonia may authorize a minister in the relevant field to conclude the contract for concession for goods of general interest and the contract for establishment of a public private partnership, on behalf of the Government of the Republic of Macedonia.

The council of the municipality, the Council of the City of Skopje and the council of the municipality in the city of Skopje may authorize the mayor to conclude the contract for concession for goods of general interest and the contract for establishment of a public private partnership.

If the selected most favorable tenderer withdraws from the conclusion of the contract, the concession grantor, that is, the public partner may conclude a contract with the second ranked tenderer.

The Government of the Republic of Macedonia shall prescribe the content of the contracts anticipated by this Law.

Article 41

Amendments to the contract

The contracts anticipated by this Law may be amended by concluding an annex to the contract, provided that this option is explicitly anticipated by the tender documentation.

The annex to the contract shall be concluded by the body representing the concession grantor or the public partner.

The annex to the contract may be concluded upon an initiative of the concession grantor or of the public partner in particular in the following cases:

- danger against the national security and country defense, threat to the environment, nature and human health and the public order facilities,

- decay of the facility under concession or the facility of the public private partnership, or objective impossibility to use it, in the case of *force majeure*,
- amendment to the relevant regulations,
- other cases that lead to change in the actual and legal base for using the facility or providing the service, or carrying out the concession activity, and
- other cases laid down by special laws.

In the case of change in the essential requirements of the contract that have not been anticipated in the tender documentation, a new procedure for awarding a contract shall be initiated.

Without infringing the provision of Article 47 of this Law, the term "essential requirements" shall refer to the requirements that, if anticipated in the initial announcement or in the tender documentation, would have enabled the tenderers to submit significantly different offer, as well as where the changes would exceed the scope of the contract to the extent that such changes would as well include the services previously not included.

Article 42

Transfer

The contract for concession for goods of general interest or the contract for establishment of a public private partnership may be transferred by a written consent from the concession grantor, that is, the public partner, under conditions determined by the contract and without violating the duration of the contract, unless otherwise anticipated by a special law.

The contract for concession for goods of general interest or the contract for establishment of a public private partnership may anticipate transfer of the rights and obligations under the contract from the concessionaire or the private partner for the benefit of the lessors, as means for securing their claims against the concessionaire or the private partner, provided that it does not threaten the continuous operation and/or provision of the service, the quality performance of the activity, as well as the price.

In the case of transfer of the contract for concession for goods of general interest or the contract for establishment of a public private partnership, the concession grantor or the public partner shall conclude a contract for transfer with the entity to which the contract for concession for goods of general interest or the contract for establishment of a public private partnership is transferred under conditions and in a manner determined in the existing contract for concession for goods of general interest or the contract for establishment of a public private partnership.

The transfer of stocks or shares from the concessionaire or the private partner to the SPC for the purpose of implementing the concession or the public private partnership cannot be completed without a written consent from the concession grantor, that is, the public partner.

Article 43

Cases of termination of the concession and the public private partnership

The concession or the public private partnership shall cease to be valid upon:

- expiry of the validity period of the contract for concession for goods of general interest or the contract for establishment of a public private partnership,
- unilateral cancellation of the contract for concession for goods of general interest or the contract for establishment of a public private partnership by the concession grantor or the public partner,
- unilateral cancellation of the contract for concession for goods of general interest or the contract for establishment of a public private partnership by the concessionaire or the private partner,
- mutually agreed cancellation of the contract,
- bankruptcy or liquidation of the concessionaire or the private partner, unless the contract for concession for goods of general interest or the contract for establishment of a public private partnership anticipates otherwise, and
- other cases anticipated by law and the contract for concession for goods of general interest, or the contract for establishment of a public private partnership.

Article 44

Unilateral cancellation of the contract for concession for goods of general interest or the contract for establishment of a public private partnership by the concession grantor or the public partner

In the case of crucial violation of the obligations anticipated in the contract by the concessionaire or the private partner, the concession grantor, that is, the public partner may unilaterally cancel the contract in accordance with the provisions of this Article.

The unilateral cancellation of the contract referred to in paragraph 1 of this Article may occur where:

- the activity transferred by the contract is carried out in an inappropriate or low quality manner, taking into consideration the rules, parameters and other conditions that determine appropriate carrying out of the activity under the contract,
- the concessionaire or the private partner in any other manner has committed a crucial violation of the provisions of the contract or of the laws and regulations applicable to the contract,
- the concessionaire or the private partner has terminated or has caused the termination of the performance of the activity,
- the concessionaire or the private partner has lost the economical, technical or operative capacities necessary to carry out the activity in accordance with a special law and the contract, and
- the concessionaire or the private partner has not acted upon the measures imposed in the supervision procedure conducted in accordance with a special law.

The unilateral cancellation shall be made by a decision of the concession grantor or of the public partner where the reasons for cancellation of the contract and the rights of the concessionaire or the private partner upon the adoption of the decision shall be stated.

The concession grantor or the public partner shall be obliged, within a period of 15 days before the adoption of the decision on cancellation of the contract, to notify in writing the concessionaire or the private partner of the violations referred to in paragraph (2) of this Article and to call it to correct the faults in the behavior in order to ensure compliance with the contract within the time period set in the notification. The deadline must be sufficient so as to enable the concessionaire or the private partner to act upon the notification.

Article 45

Unilateral cancellation of the contract for concession for goods of general interest or the contract for establishment of a public private partnership by the concessionaire or the private partner

In the case of a crucial violation of the obligations anticipated in the contract by the concession grantor or the public partner, the concessionaire or the private partner may unilaterally cancel the contract in accordance with the provisions of this Article.

The unilateral cancellation of the contract referred to in paragraph 1 of this Article shall occur where:

- the concession grantor or the public partner does not fulfill the obligations arising from the contract or
- the concession grantor or the public partner has crucially violated the provisions of the contract or the laws and regulations applicable to the contract in any other manner.

The concessionaire or the private partner shall be obliged, within a time period anticipated by the contract, before the unilateral cancellation of the contract, to notify in writing the concession grantor or the public partner of the violations referred to in paragraph 2 of this Article and to call it to correct the faults in order to ensure compliance with the contract within the time period set in the notification.

Upon expiry of the deadline referred to in paragraph 3 of this Article, if the concession grantor or the public partner does not eliminate the established violations, the contract shall be considered cancelled.

Article 46

Mutually agreed cancellation of the contract for concession for goods of general interest or the contract for establishment of a public private partnership

The concession grantor or the public partner and the concessionaire or the private partner may mutually agree to cancel the contract due to violation of the contractual obligations by the concession grantor or the public partner, that is, the concessionaire or the private partner in accordance with the valid regulations and the provisions of the contract.

Article 47

Rules for awarding additional works and services to public works concessionaires and public services concessionaires

In the case where the public private partnership is implemented as a public works concession or public services concession, the public partner may, without conducting a new procedure, to award additional works or services that have not been included in the initial contract but which, due to unforeseen circumstances, become necessary for completion of the work or service in question, that the public partner has awarded to a private partner, provided that the contract is awarded to the private partner that carries out such an activity:

- where such additional works or services cannot be technically or economically separated from the initial contract without serious disruptions for the public partner or
- where such works or services, although possible to be separated from the implementation of the initial contract, are extremely necessary for its completion.

The value of the contracts awarded for additional works or services cannot exceed 50% of the value of the initial contract for public works concession or public services concession.

Article 48

Sub-contracting

The public partner may require:

- the private partner to award contracts to third parties that are at least 30% of the total value of the contract for establishment of a public private partnership, implemented as a public works concession or public services concession, at the same time offering the tenderers a possibility to increase this minimum percentage which is to be determined in the contract or
- from the tenderers to state the percentage of the total value of the contract for establishment of a public private partnership they intend to award to third parties in their offers.

Article 49

Funds planning

The total amount of the funds up to which the public partner may assume financial liabilities in the given year related to the contracts for establishment of a public private partnership should be determined by the budget of the public partner.

In the adoption of the budget, the public partner must take into consideration:

- the costs necessary for covering the liabilities arising from the contracts for establishment of a public private partnership,
- the effects of rewarding, temporary suspension (discontinuation) or limitation of the venture, possible to result from the contracts for establishment of a public private partnership, and

- the compensation costs (consideration) for the private partner, possible to result from the contract for establishment of a public private partnership.

Article 50

Request for funds approval

If, on the basis of the feasibility study which is to justify the award of the contract for establishment of a public private partnership, it is confirmed that funds from the Budget of the Republic of Macedonia are necessary for the implementation of the contract for establishment of a public private partnership, it shall be necessary to obtain consent from the Ministry of Finance before the adoption of the decision on commencement of the procedure.

Article 51

Application of the Law on Obligations

The provisions of the Law on Obligations shall apply to all matters pertaining to the contracts laid down in this Law that are not regulated by this Law.

Article 52

Rules that apply to the works contracts awarded to third parties by private partners that carry out public private partnership implemented as a public works concession

These rules shall apply to the private partners that carry out public private partnership implemented as a public works concession, which are not contracting authorities in accordance with the Law on Public Procurement.

Where the private partner that carries out public private partnership implemented as a public works concession awards a works contract with estimated value of more than Euro 3.000.000 in Denar counter-value, not including the value added tax (VAT), it shall apply the following rules:

- 1) the private partner that carries out public private partnership implemented as a public works concession shall mandatorily publish an announcement for its intention to award a works contract to third parties in the "Official Gazette of the Republic of Macedonia", in a form prescribed by the Government of the Republic of Macedonia;
- 2) the deadline for submission of applications for participation shall be determined by the private partner and must not be shorter than 37 days as of the day of publication of the announcement;
- 3) the deadline for submission of the offers shall be determined by the private partner carrying out public private partnership implemented as a public works concession, that must not be shorter than 40 days as of the day of publication of the announcement, that is, as of the delivery of the calls for submission of offers;
- 4) as an exception to points 2 and 3 of this paragraph, in the case where the submission of the application for participation and the offers is made via electronic means, the Law on Public Procurement shall accordingly apply to the shortening of the deadlines referred to in points 2 and 3 of this paragraph, and
- 5) the deadlines for submission of applications for participation and offers shall be extended so that all the interested legal entities and natural persons are able to obtain all the information necessary in the following cases if:
 - the tender documentation and all the additional information are not provided in the anticipated deadlines or
 - visit or examination of the construction site and the place where the documents necessary for preparation of the offers are kept is not ensured.

The value of the contracts referred to in paragraph 1 of this Article shall be calculated in accordance with the regulations on public procurements.

Groups of companies established for the purpose of awarding the contract for establishment of a public private partnership implemented as a public works concession referred to in paragraph 1 of this Article, as well as affiliated companies thereto, shall not be considered third parties, in terms of this Article.

An affiliated company shall be a company:

- where the private partner that carries out a public private partnership implemented as a public works concession has a direct or indirect dominant influence,
- that may exercise a dominant influence on the private partner that carries out a public private partnership implemented as a public works concession, or
- that together with the private partner that carries out a public private partnership implemented as a public works concession is a subject of the dominant influence of another company.

There shall be a dominant influence if one of the entities, directly or indirectly:

- owns the majority share in the capital of the other entity,
- controls the majority votes on the basis of the stocks and shares issued by the other entity, or
- may appoint more than half of the members in the management bodies or in the supervisory body.

The complete list of the abovementioned companies shall be attached to the offer submitted in the procedure for awarding a contract for establishment of a public private partnership implemented as a public works concession. This list shall be updated if there are consecutive changes in the relations among the companies.

CHAPTER IV

SUPERVISION

Article 53

Supervision

The concession grantor and the public partner shall continuously and regularly supervise the implementation of the concession for goods of general interest and of the contract for establishment of a public private partnership and the implementation of the awarded contract, as well as the compliance with the obligations by the concessionaire or the private partner, in accordance with law and the respective contract.

CHAPTER V

LEGAL PROTECTION

Article 54

Legal protection

The legal protection for all the procedures for contract awards under this Law shall be provided in accordance with the Law on Public Procurement.

CHAPTER VI

REPORT AND REGISTER OF AWARDED CONTRACTS

Article 55

Report for incomplete procedure

For each commenced, but not completed procedure for awarding a contract for establishment of a public private partnership, the competent body for implementation of the respective contract shall prepare a written report which it submits to the Ministry of Economy.

The Government of the Republic of Macedonia shall prescribe the form and content of the report referred to in paragraph 1 of this Article.

Article 56

Register of awarded contracts

A register of the contracts for establishment of a public private partnership, awarded in accordance with this Law, shall be kept.

The register referred to in paragraph 1 of this Article shall be kept by the Ministry of Economy.

The data for each awarded contract referred to in paragraph 1 of this Article, within a period of 30 days as of the conclusion of the contract, shall be submitted on a special form to the Ministry of Economy.

The register shall be published on the website of the Ministry of Economy.

The Government of the Republic of Macedonia shall prescribe the form, content and manner of keeping the Register referred to in paragraph 1 of this Article and the form and the form content referred to in paragraph 3 of this Article.

Article 57

Notification of contract amendments

The public partner shall be obliged, within a period of 30 days as of the day of occurrence of the amendments to the contract for establishment of a public private partnership, awarded in accordance with this Law, to report all the amendments related to the relevant contract to the Ministry of Economy, on the form referred to in Article 56 of this Law.

CHAPTER VII

TRANSITIONAL AND FINAL PROVISIONS

Article 58

Application of the provisions

The provisions of the Law on Concessions and Other Types of Public Private Partnership ("Official Gazette of the Republic of Macedonia" nos. 7/2008, 139/2008, 64/2009 and 52/2010) shall apply to the procedures for awarding a concession for goods of general interest and for awarding a contract for establishment of a public private partnership and to the procedures for legal protection commenced before the commencement of the application of this Law, as well as to the contracts concluded before the commencement of application of this Law.

Article 59

Regulations on enforcement of the Law

The bylaws prescribed by this Law shall be adopted in a period of three months as of the day of entry into force of this Law.

Article 60

Obligation for harmonization

The special laws pertaining to concessions shall be harmonized with the provisions of this Law in a period of six months as of the day of entry into force of this Law.

Article 61

Continuation of the work of the Public Private Partnership Council

The Public Private Partnership Council established in accordance with the Law on Concessions and Other Types of Public Private Partnership ("Official Gazette of the Republic of Macedonia" nos. 7/2008, 139/2008, 64/2009 and 52/2010) shall continue to work in accordance with the provisions of this Law until the establishment of the Council under this Law.

The members of the Council shall be appointed in a period of 30 days as of the day of commencement of the application of this Law.

Article 62

Obligation for submission of data

The entities referred to in Article 4 point 5 of this Law shall be obliged to submit data about all the contracts for establishment of a public private partnership, concluded in accordance with the Law on Concessions and Other Types of Public Private Partnership ("Official Gazette of the Republic of Macedonia" nos. 7/2008, 139/2008, 64/2009 and 52/2010) to the Ministry of Economy, within a period of six months as of the day of entry into force of this Law.

Article 63

Termination of application

As of the day of commencement of the application of this Law, the Law on Concessions and Other Types of Public Private Partnership ("Official Gazette of the Republic of Macedonia" nos. 7/2008, 139/2008, 64/2009 and 52/2010) shall cease to be valid.

Article 64

Entry into force

This Law shall enter into force on the eight day as of the day of its publication in the "Official Gazette of the Republic of Macedonia" and shall apply as of 15 March 2012.

PROVISIONS OF ANOTHER LAW

Law Amending the Law on Concessions and Public Private Partnership ("Official Gazette of the Republic of Macedonia" no. 144/2014):

Article 7

The Ministry of Economy shall establish the single electronic system for electronic auction for awarding a contract for establishment of a public private partnership within a period of six months as of the day of entry into force of this Law.

Article 8

The bylaw determined by this Law shall be adopted within a period of three months as of the day of entry into force of this Law.

Law Amending the Law on Concessions and Public Private Partnership ("Official Gazette of the Republic of Macedonia" no. 144/2014):

Article 9

The provisions of Article 3 of this Law shall start to apply within a period of six months as of the day of entry into force of this Law.

Law Amending the Law on Concessions and Public Private Partnership ("Official Gazette of the Republic of Macedonia" no. 104/2015):

Article 2

The concession grantor and the public partner shall be obliged to connect electronically to the Agency for Immovable Property Cadastre within a period of three months as of the day of entry into force of this Law.