

## PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN ALBANIA

SURVEY QUESTION	ANALYSIS
<b>PPP Regulatory Framework</b>	
<b>2. Does the regulatory framework in your country allow procuring PPPs?</b>	Yes
<b>If yes, please specify the relevant regulatory framework and the year of adoption:</b>	<p>Law no. 125/2013, dated 25.04.2013 “On Concessions and Public Private Partnership”, as amended with law no. 88/2014 and law no.77/2015; Decision of the Council of Ministers (DCM) No. 130, dated 12.03.2014, “On the electronic conduct of competitive procedures of Concessions/Public Private Partnership”; Decision of the Council of Ministers (DCM) No.150, dated 22.03.2007 “On organization and functioning of ATRAKO-Concessions Treatment Agency, as amended with decision no. 191, dated 13.03.2012; Decision of the Council of Ministers (DCM) no. 918, dated 29.12.2014, “On the electronic conduct of public procurement procedures”. Decision of Council of Ministers (DCM) No. 575, dated 10.07.2013, “On the Approval of Rules for the assessment and granting by Concession / Public Private Partnership”; as amended with decision no. 313, dated 27.04.2016 and decision no. 146, dated 22.02.2017; Decision of the Council of Ministers (DCM) No. 634, dated 01.10.2014 “On the approval of the rules for evaluation and granting of Concessions and Public Private Partnerships for the public Works and services for the construction, operation and maintenance of national roads”, as amended with decision no. 925, dated 29.12.2014, decision no. 111, dated 06.02.2015 and decision no. 160, dated 01.03.2017; Decision of the Council of Ministers (DCM) No 211, dated 16.03.2016 “On the establishment and management of the electronic registry for Concessions and Public Private Partnerships”; Law no. 9643, dated 20.11.2006, “On Public Procurement”, as amended with law no. 9800, dated 10.09.2007, law no. 9855, dated 26.12.2007, law no. 10170, dated 22.10.2009, normative act no. 3, dated 08.07.2010, law no. 22/2012 law no. 131/2012, law no. 182/2014, law no. 47/2017; Decision of the Council of Ministers (DCM) no. 914, dated 29.12.2014, “On the approval of public procurement rules”, as amended with decision no. 402, dated 13.05.2015, decision no. 1046, dated 23.12.2015, decision no. 823, dated 23.11.2016 and decision no. 893, dated 21.12.2016;</p>
<b>and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:</b>	<p>a) <a href="https://www.atrako.gov.al/legjislacioni">https://www.atrako.gov.al/legjislacioni</a>  b) <a href="https://www.app.gov.al/ep/Concessions.aspx">https://www.app.gov.al/ep/Concessions.aspx</a>  c) <a href="https://www.app.gov.al/ep/Concessions_VKM.aspx">https://www.app.gov.al/ep/Concessions_VKM.aspx</a></p>
<b>2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or</b>	Yes

<p><b>in generally followed practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?</b></p>	
<p><b>Please describe:</b></p>	<p>DCM no. 313, dated 27.04.2016 and DCM no. 146, dated 22.02.2017 amended DCM no. 575, dated 10.07.2013; DCM no. 160, dated 01.03.2017 amended DCM no 634, dated 1.10.2014</p>
<p><b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b></p>	<p>Yes</p>
<p><b>Please describe:</b></p>	<p>There is a DRAFT LAW "ON SOME CHANGES AND ADDITIONS TO LAW NO. 9643, DATE 20.11.2006 "ON PUBLIC PROCUREMENT", made on 10/04/2017.</p>
<p><b>3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>Pursuant to Article 5, letter f), of Law No. 125/2013, the Law does not apply to the air transport sector. Furthermore, Pursuant to the same Article 5, letter j), such Law does not apply for the concessions of public works regarding the construction, operation, rehabilitation of national roads, which are deemed particularly relevant under the national infrastructure. In the latter case, DCM No. 634, dated 01.10.2014, "On the approval of the rules for assessment and award of Concessions/PPP of public works and services on construction, operation, maintenance and rehabilitation of national roads" shall apply.</p>
<p><b>3.2 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Energy generation and distribution.</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>Pursuant to Article 5, point i, of Law No. 125/2013, the Concession/PPP law excludes public works concessions for the construction, operation, and maintenance of hydropower production, as well as the generation of electricity and the operation of renewable energy supplies according to</p>

	“Renewable energy supplies” law, except hydropower with an installed capacity above 2 MW.
<b>3.4 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Telecom</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Pursuant to Article 5, point ç, of Law No. 125/2013, the Concession/PPP law excludes “the acquisition, development, production or co-production of program material or commercials intended for broadcasting by broadcasters or publication in the media, as well as contracts for broadcasting time”.
<b>3.5 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other</b>	Yes
<b>If yes, specify and provide the relevant legal/regulatory provisions:</b>	Pursuant to Article 5 of Law No 125/2013, the law shall not apply to concessions/PPP in the following cases: a) Under the low monetary threshold; b) When their performance must be accompanied by special security measures in accordance with the laws, regulations or administrative provisions in force, or when the protection of the State’s essential interests so require; c) For the acquisition or rental, by whatever financial means, of immovable property or concerning rights thereon. Nevertheless, financial service contracts concluded at the same time as, before or after the contract of acquisition or rental, in whatever form, shall be subject to the Law; d) Concessions, which are subject to different rules and are awarded pursuant to special procedural rules of international organizations; e) For arbitration and conciliation services; f) For financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments, in particular transactions by contracting authorities to raise money or capital; g) for all the services mentioned in procedures for the award of sectorial contracts specified in the public procurement law; h) Concessions/PPPs, which are subject to different rules and are awarded in accordance with international agreements, which the Republic of Albania concluded with one or several other states, signed in accordance with the Treaty on the Functioning of the European Union, and which include works, supplies or services intended for joint implementation or use of the projects by the signatory countries; i) Concessions/PPPs, which to the extent that this Law conflicts with an obligation of the State under, or arising out of, an agreement with one or more other states or with an international organization, the provisions of that agreement shall prevail. In all other respects, award procedures and principles shall be governed by this Law; j) Public service concessions awarded by a Contracting Authority to another Contracting Authority, or to an association of Contracting Authorities, on the basis of an exclusive right which they enjoy pursuant to the legislation in force; k) For public works concessions on construction, operation, rehabilitation of national roads, when they show special interest about national infrastructure .

<b>4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provision (if any):</b>	n/a
<b>5. Please identify the PPP procuring authorities in Albania and provide their website(s) (if available):</b>	<p>1. Ministries of the central government, i.e. Ministry of Transport and Infrastructure <a href="http://www.transporti.gov.al">www.transporti.gov.al</a>; Ministry of Economic Development, Tourism, Trade and Entrepreneurship <a href="http://www.ekonomia.gov.al">www.ekonomia.gov.al</a>; Ministry for Urban Development <a href="http://www.zhvillimiurban.gov.al">www.zhvillimiurban.gov.al</a>; Ministry of Education and Sports <a href="http://www.arsimi.gov.al">www.arsimi.gov.al</a>; Ministry of Justice <a href="http://www.drejtesia.gov.al">www.drejtesia.gov.al</a>; Ministry of Innovation and Public Administration <a href="http://www.inovacioni.gov.al">www.inovacioni.gov.al</a>; Ministry of Environment <a href="http://www.mjedisi.gov.al">www.mjedisi.gov.al</a>; Ministry of Agriculture, Rural Development and Water <a href="http://www.bujqesia.gov.al">www.bujqesia.gov.al</a>; Ministry of Health <a href="http://www.shendetesia.gov.al">www.shendetesia.gov.al</a>; Ministry of Energy and Industry; Ministry of Culture <a href="http://www.kultura.gov.al">www.kultura.gov.al</a></p> <p>2. Units of the local government</p> <p>3. In case the PPP/concessions falls within the competences of more than one contracting authority, the Council of Ministers assigns the contracting authority.</p>
<b>6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?</b>	Yes
<b>If yes, please indicate its name, and its website (if available):</b>	Concessions Treatment Agency (ATRAKO): <a href="http://www.atrako.gov.al/">http://www.atrako.gov.al/</a> . The Public Procurement Agency (PPA): <a href="https://www.app.gov.al/">https://www.app.gov.al/</a>
<b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b>	Yes
<b>6.2 PPP capacity building for other public authorities.</b>	Yes
<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	Yes
<b>6.4 Technical support in implementing PPP projects.</b>	Yes
<b>6.5 Identification and selection of PPP projects from the pipeline.</b>	No
<b>6.6 Revision of fiscal risks born by the Government.</b>	No
<b>6.7 Consultation with affected communities on</b>	No

<b>potential impact of PPP projects.</b>	
<b>6.8 Approval of PPP projects.</b>	No
<b>6.9 Undertaking the procurement of PPPs.</b>	No
<b>6.10 Oversight of PPP implementation.</b>	Yes
<b>6.11 Other</b>	Yes
<b>6.11 please specify:</b>	The Agency for Concessions Treatment (ATRAKO) supports the contracting authority to follow procedures in designing the feasibility study, drafting the tender documentation, evaluation of the proposal, and contract-signing negotiations. The Public Procurement Agency (PPA) drafts the standard documents for tender, and gives advice and technical assistance to contracting authority
<b>Please provide the relevant legal/regulatory provisions:</b>	<p>Pursuant to Article 12 of Law No. 125/2013:</p> <p>The concession handling and public private partnerships unit</p> <ol style="list-style-type: none"> <li>1. The concession / public private partnership treatment unit is subordinate to the responsible Minister for economy, to promote and assist contracting authorities in preparation, evaluation and negotiating private concessions / public partnerships.</li> <li>2. The Concession / Public Private Partnership Treatment Unit coordinates with the Authorities Intentional Contractors: <ol style="list-style-type: none"> <li>a) Preparation of feasibility study</li> <li>b) Preparation of competitive procedure documents and evaluation criteria;</li> <li>c) Evaluation of proposals and determination of the best bidder;</li> <li>d) Negotiations and signing of the concession contract.</li> <li>e) Monitoring concession contracts;</li> </ol> </li> <li>3. The Concessions / Public Private Partnerships Unit also: <ol style="list-style-type: none"> <li>a) proposes to Minister responsible for economy the amendment of legislation in the field of private concessions / partnerships as well as guidelines for the implementation of provisions of this law;</li> <li>b) monitors, analyzes and studies current European and global trends, knowledge and experience in the field of private concessions / public partnerships;</li> <li>c) cooperates with the PPA for compilation and publication of standard concession / PPP documents.</li> </ol> </li> <li>4. The mode of organization and function of the Concessions / Public Partnership Treaties Unit Private are determined by decision of the Council of Ministers.</li> </ol>
<b>PPP Preparation</b>	
<b>8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 42 of Law No. 125/2013 and Article 17 of DCM No. 575/2013, any project requiring state financial support, as determined by the feasibility study, shall require a prior approval by the Ministry of Finance concerning the fiscal affordability, sustainability, and feasibility. This step is

	<p>required regardless of the Concession/PPP's model envisioned, as well as the manner, in which they were envisioned (solicited or unsolicited proposal). Thus, the contracting authority has to submit the project's feasibility study as well as the draft of contract to the Ministry of Finance for approval. In case the project does not require financial support, the Ministry of Finance confirms within 10 days as of the submission of the project to proceed with the relevant procedures; otherwise, if not confirm within the said deadline, the confirmation is deemed given.</p> <p>Pursuant to DCM No. 575/2013, the Ministry of Finance assesses and approves in advance all concessions/PPPs from the aspects of tax, individual or group implications for budget expenditures, budget deficit, public debt sustainability and relevant contingent liabilities, regardless of the model of the concession/PPP and the manner, in which they are launched, i.e. a solicited or unsolicited proposal. If the feasibility study suffer changes after it was initially submitted for approval to the Ministry of Finance, the contracting authority must submit again for approval to the Ministry of Finance to verify possible fiscal/tax implications. In case the concession/PPP project does not require budgetary financial support, the Ministry of Finance should confirm the continuation of the procedures, according to the interim deadlines. Based on Article 22/2 of the DCM No. 575/2013, the Contracting Authority must, prior to submitting for approval to the Ministry of Finance of the concession/PPP project, ensure that the relevant project costs are included in the annual budget approved by the Parliament and within the medium-term budgetary expenditure limits, approved by decision of the Council of Ministers. Further, any change or transfer of the concession/PPP contract undertaken in accordance with the applicable law must be submitted to the Ministry of Finance for prior approval, which assesses and verifies the implications, potential direct or indirect tax on the budget of the contracting authority, the state budget or which alters the financial support in any way.</p>
<b>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 42 of Law No. 125/2013:</p> <ol style="list-style-type: none"> <li>1. A project that needs financial support, as determined by the feasibility study, requires a prior approval by the Ministry of Finance on affordability, sustainability and fiscal feasibility, namely immediate and urgent fiscal impacts and risks.</li> <li>2. For the purposes of implementing point 1, the contracting authority shall submit a facility feasibility study and a draft contract to the Ministry of Finance.</li> <li>3. The Council of Ministers shall adopt a regulation on the manner of conduct and the approval criteria of the project described in point 1.</li> </ol> <p>Furthermore, Pursuant to DCM No. 575/2013:</p> <ol style="list-style-type: none"> <li>1. Concession / PPP projects that require financial support are submitted to the Ministry of Finance for approval, regardless of the model of the concession</li> </ol>

	<p>/ PPP and the manner, in which they are launched, as a requested or unsolicited proposal.</p> <p>2. The contracting authority requires the approval under point 1 of this article, prior to the announcement of the concession / PPP award procedure.</p> <p>3. In addition to the approval described in point 2 of this article, concession / PPP projects subject to change of contract or transfer thereof shall be approved by the Ministry of Finance in accordance with the Law on Concessions and Public Private Partnership when changes or transfers affect or create the risk of direct or indirect impact on the budget of the contracting authority, the State Budget or change in any way the financial support.</p>
<b>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting according to International Public Sector Accounting Standards (IPSAS).</b>	n/a
<b>Accounting and reporting according to other international standard (e.g. European System of Accounts).</b>	n/a
<b>Please specify:</b>	n/a
<b>Other.</b>	n/a
<b>Please specify:</b>	n/a
<b>9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the</b>	No



<b>procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?</b>	
<b>If yes, please specify the relevant authority</b>	n/a
<b>and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before signing the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>10. Does the procuring authority use transaction advisors during the PPP project cycle?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 16 (2) of Law No. 125/2013, the contracting authority may engage external consultants to provide support and expertise in the preparation and awarding of concession/public private partnership projects. Furthermore, Pursuant to Article 18 (4) of DCM No. 575/2013, when a project is drafted with the assistance of the Concession Treatment and Public Private Partnerships or external experts, the Ministry of Finance through the contracting authority may request from the entities concerned an additional opinion on matters of relevance to the subject of the analysis that is under the authority of the Ministry of Finance.</p>
<b>11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of</b>	Yes



<b>PPPs with other public investment priorities.</b>	
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 22 of DCM No. 575/2013: 1. On the basis of the expenditure ceiling for the medium term approved by the Council of Ministers, the contracting authority shall, when drafting the medium-term budget requests for the relevant institution, consider inclusion in these cost claims related to public private partnership contracts, are under review and are foreseen to be approved in the medium term.</p> <p>2. The contracting authority shall, before submitting a public private partnership project seeking financial support to the Ministry of Finance for approval, ensure that the relevant project costs are planned to be borne within the annual budget approved by the Assembly and within the ceiling of Expenditures for the medium term, approved by a decision of the Council of Ministers.</p> <p>Furthermore, according to Article 3 of DCM No. 575/2013, the starting point for identifying a possible concession/PPP project may be: a) the national, regional/local or sectoral planning process; b) the analysis of the infrastructure status, identification of service shortages and/or investment needs; c) projects driven by policy priorities under Article 17 of the DCM No. 575/2013.</p> <p>Further, the Contracting Authority must, prior to submitting the concession/PPP project to the Ministry of Finance for approval , ensure that the relevant project costs are included in the annual budget approved by the Parliament and within the medium-term buydgetary expenditure limits, approved by decision of the Council of Ministers. Further, any change or transfer of the concession/PPP contract undertaken in accordance with the applicable law must be submitted to the Ministry of Finance for prior approval, which assesses and verifies the implications, potential direct or indirect tax on the budget of the contracting authority, the state budget or which alters the financial support in any way.</p> <p>Lastly, Pursuant to Article 8 (5) of Law No. 125/2013, The Council of Ministers approves a strategic policy document for defining the primary sectors for investments based on public private partnerships, preferred forms of public private partnerships and other issues related to the overall policy framework for concessions and public private partnerships in the Republic Of Albania.</p>
<b>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with</b>	<p>No</p>

<b>other government investment priorities in practice.</b>	
<b>If yes, please elaborate:</b>	n/a
<b>The procuring authority does not evaluate PPPs against existing government priorities.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<b>11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?</b>	Yes
<b>If yes, please specify:</b>	Most contributors stated that this is done in practice most of the time.
<b>If no, please elaborate:</b>	n/a
<b>12.1 Which of the following assessments are conducted when identifying and preparing a PPP in order to inform the decision to proceed with it? (check all that apply): Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 19 of Law No. 125/2013, a feasibility study of the Concession/PPP will be conducted. The feasibility study shall, in particular, take into account public interest, environmental impact and protection, viability and bankability of the project, value for money indicators, alignment of project with national and sector strategic objectives, direct and in-direct financial risks and impacts on central and local government budget, financial support needed, technical and commercial feasibility as well as market interest and ability to attract interested economic operators and financial backer
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	The majority of our contributors indicated that this assesment is conducted in practice
<b>12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and</b>	Yes

<b>implicit, direct and contingent liabilities)</b>	
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 19 (5) (b) (c) (d) of Law No. 125/2013, the Concession/PPP feasibility study shall contain the following: a) Estimated direct financial risks and impact on central and local government budget, b) The estimated contract value, c) The proposed duration of the contract.
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Most contributors stated that this is done in practice most of the time.
<b>12.3. Risk identification, allocation and assessment (risk matrix)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 7 (11) of DCM No. 575/2013, a qualitative and quantitative risk analysis shall be performed in order to identify and asses the range of risks that could affect the project. This information will be used to develop strategies for risk management and will be a good basis for allocating risks between the public and private partners.
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	n/a
<b>12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives (i.e. value for money analysis, public sector comparator)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 3 (3) of DCM No. 575/2013, as a first stage of the feasibility study, the contracting authority shall prepare a prefeasibility study, which shall focus particularly on the necessity and appropriateness aspects of project idea and shall consider a wide range of realization alternatives.
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	Article 8 of DCM 575/2013 describes the methodology to evaluate whether a PPP is better than traditional procurement. This methodology is based on public sector comparator (PSC).
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Done in Practice

<b>12.5. Financial viability or bankability assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 19 of Law No. 125/2013, a feasibility study of the Concession/PPP will be conducted. The feasibility study shall, in particular, take into account public interest, environmental impact and protection, viability and bankability of the project, value for money indicators, alignment of project with national and sector strategic objectives, direct and in-direct financial risks and impacts on central and local government budget, financial support needed, technical and commercial feasibility as well as market interest and ability to attract interested economic operators and financial backer. Furthermore, Article 7 (10) of DCM. No 575/2013 states that a bankability analysis shall be performed, where Bankability reflects whether the project is likely to be able to attract good-quality sponsors and lenders by providing robust and reasonable financial returns.”
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	n/a
<b>12.6. Market sounding and/or assessment (showing evidence of investors’ interest in the market for the project)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 19 (3) of Law No. 125/2013, the feasibility study will examine the technical and commercial feasibility of the project, as well as market interest and ability to attract interested economic operators and financial backers.
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	n/a
<b>12.7. Environmental impact assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	<p>Pursuant to Article 4 (2) of DCM No. 575/2013, the contracting authority shall draft a feasibility study which will summarize the main features of the project, based on the technical analysis, economic and financial analysis, environmental and social impact analysis as well as an analysis of whether the project drafted as a concession / PPP is economically more favorable compared to the traditional procurement alternative.</p> <p>Furthermore, Pursuant to Article 6 of DCM No. 575/2013: 1) In addition to addressing the economic argument, feasibility study defines the environmental and social impact of the project in accordance with applicable</p>

	<p>legislation.</p> <p>2) Study identifies possible negative effects or reverse the environmental components include but not limited to: population, air, soil, water, landscape, fauna, flora, aspects of biodiversity, including endangered species, sensitive ecosystems and identification of those that are legally protected. It must also show, even preventive measures to be taken to ensure compliance with EU standards on the environment.</p> <p>3. The study takes into account social aspects, such as protection of human rights and community health, safety, labor issues and, if appropriate, impacts on disadvantaged groups or in need of land acquisition and resettlement involuntary, protection of cultural property and heritage.</p>
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	n/a
<b>12.8. Consultation process with affected communities on potential impact of the PPP project</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 6 (3) of DCM No. 575/2013, the feasibility study takes into account social aspects, such as protection of human rights and community health, safety, labor issues and, if appropriate, impacts on disadvantaged groups or in need of land acquisition and resettlement involuntary, protection of cultural property and heritage.
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	n/a
<b>13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any): Continue Reading</b>	Article 9 (2) of DCM 575 states: The submission of the feasibility study is done according to the standard form, which is drafted by the Concession Processing Unit (ATRAKO) and published on its official website.

	<p>Furthermore, according to Article 21 of Law 125/2013: 1. Tender documents are drafted and handled by the contracting authority, in accordance with the relevant provisions of this law. 2. Without prejudice to paragraph 1 of this Article, additional information may be included in the tender documents for the procedure for granting the concession / public private partnership, as specified in the bylaws.</p> <p>Also, according to Article 19 of Law No. 125/2013:</p> <p>1. The Feasibility Study for Public Concession / Public Partnership is drafted by the Concession / PPP Grant Commission within 60 working days of the establishment of this commission. This deadline may be postponed due to the complexity of the project with no more than 30 working days.</p> <p>2. The Feasibility Study shall contain in particular:</p> <p>A) the operational summary and the overall description of the project;</p> <p>B) technical, financial, economic and legal analysis;</p> <p>C) environmental studies and implications in nature;</p> <p>Ç) accompanying annexes, required supplements, conclusions and recommendations.</p> <p>3. The feasibility study shall take into account in particular the public interest, environmental impact and environmental protection, sustainability, project financial appropriateness, money value indicators, Project harmonization with national and sectoral strategic objectives, direct and indirect financial risks and impacts on the central and local government budget, necessary financial support, technical and commercial feasibility, and market interest and the ability to attract interested operators Economic and financial supporters.</p> <p>5. The feasibility study of the public concession / public partnership or summary analysis of concession award contains:</p> <p>A) Determining the type and scope of private concession / public partnership;</p> <p>B) Assessment of direct financial risks and impact on the central and local government budget;</p> <p>C) Estimated value of the contract;</p> <p>Ç) Assessments regarding the selection criteria and the granting of private concession / partnership;</p> <p>D) Proposed duration of the contract, as well as any other information necessary for the preparation of the tender documentation.</p>
<b>and specify which of the assessments are included in the request for proposals and/or tender documents:</b>	Technical, financial, economic and legal analysis as well as environmental studies and implications in nature;
<b>13.1. Are the assessments published online?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 9 (2) of DCM 575/2013: The submission of the feasibility study is done according to the standard form, which is drafted by the Concession Processing Unit (ATRAKO) and published on its official website.
<b>specify the website</b>	<a href="http://www.atrako.gov.al/?page_id=150">http://www.atrako.gov.al/?page_id=150</a>
<b>please specify which of the assessments are published online:</b>	The conclusions of the feasibility study are included in the PPP standard documents.

<b>14. Does the procuring authority include a draft PPP contract in the request for proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 24 (2) of Law 125/2013 and Article 26 of DCM 575/2013, the request for proposal should contain draft PPP contract.
<b>If no, please elaborate</b>	n/a
<b>14.1. Are the tender documents published online?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 24 (6) of Law No. 125/2013, the contract notice shall be published electronically in the electronic procurement platform and in the Bulletin of Public Procurement. Furthermore, Pursuant to Article 26(3) of DCM 575/2013, the contract notice is part of the standard concession / PPP documents, and published electronically in the electronic procurement system and in the Bulletin of Public Procurement. It should also be noted that according to Article 11 of Law No 125, one of the functions/responsibilities of the Public Procurement Agency is publishing standard tender documents.
<b>and please specify the website:</b>	<a href="http://app.gov.al/contract-notice/">http://app.gov.al/contract-notice/</a>
<b>15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?</b>	Yes
<b>If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:</b>	Pursuant to Article 12 (3) (c) of Law No. 125/2013, ATRAKO in cooperation with the Public Procurement Agency (PPA) are responsible for preparing and publishing standard tender documents to be used in award procedures. ( <a href="https://www.app.gov.al/ep/Standard_Bidding_Documents_Concessions.aspx">https://www.app.gov.al/ep/Standard_Bidding_Documents_Concessions.aspx</a> )
<b>16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the following requirements? Obtaining the required urban permits: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	Yes
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.2. Obtaining the required environmental permits:</b>	No



<b>Procuring authority (or other Government entity)</b>	
<b>Private Partner</b>	Yes
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	Yes
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.4. Obtaining the required land: Procuring authority (or other Government entity)</b>	Yes
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 37 of Law No. 125/2013: 1. In the event that a private concession / public-private contract involves the use of property owned by a person not involved in the contract award procedure, the ownership relationships associated with such property shall be resolved in accordance with the legislation in force, so as not to hinder the realization of the project during the contracted period. 2. If the Republic of Albania is the owner of immovable property involved in the execution of a private concession / public partnership contract or if the private concession / public partnership involves the use of public goods, then the contracting authority shall resolve all ownership, in accordance with the legislation in force, in a way that does not hinder the implementation of the project over time contracted period.
<b>16.5. Obtaining the required right of way: Procuring authority (or other Government entity)</b>	Yes
<b>Private Partner</b>	No

<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 37 of Law No. 125/2013: 1. In the event that a private concession / public-private contract involves the use of property owned by a person not involved in the contract award procedure, the ownership relationships associated with such property shall be resolved in accordance with the legislation in force, so as not to hinder the realization of the project during the contracted period. 2. If the Republic of Albania is the owner of immovable property involved in the execution of a private concession / public partnership contract or if the private concession / public partnership involves the use of public goods then the contracting authority shall resolve all ownership, in accordance with the legislation in force, in a way that does not hinder the implementation of the project over time contracted period.
<b>PPP Procurement</b>	
<b>18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 18 of Law No. 125/2013, the members of the bid evaluation committee should be lawyers, economists, technical professions and professions from other relevant fields, depending on the scope and characteristics of the private concession/PPP. The number of members in the concession/PPP granting committee is an odd number, but not less than 5, out of which, not less than 2 of the members are appointed by the ATRAKO. The members of the committee should not have direct or indirect personal interest in any of the activities that constitute a conflict of interest in the performance of their duties as members of such committee, which they will confirm by signing a statement that guarantees they have no conflict of interest.
<b>The bid evaluation committee members require sufficient qualification without specific details.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The bid evaluation committee members are not required to have any specific qualifications.</b>	No

<b>Please elaborate and provide examples:</b>	n/a
<b>19. Does the procuring authority issue a public procurement notice of the PPP project?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 24 (6) of Law No. 125/2013 and Article 26 (3) of DCM No. 575/2013, the contract notice shall be published electronically in the electronic platform of procurement and in the Public Procurement Bulletin.
<b>19.1. If yes, is the public procurement notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	<a href="https://www.app.gov.al/ep/ContractNotice.aspx">https://www.app.gov.al/ep/ContractNotice.aspx</a>
<b>20. Are foreign companies prohibited from participating in the bidding process?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 22 (4) of Law No. 125/2013, when concessions for public works are given, the deadline for submission of offers is not less than 30 days from the date of publication of the contract award notice. It should also be noted that Article 43 of Law No. 9643/2006 provides further details on the timelines based on various different scenarios.
<b>and the time in calendar days:</b>	30
<b>22.1. In a case comparable to the case study assumptions, which are the procurement procedures available and/or set as default for PPP projects? Open tendering: Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 22 (3) of Law No. 125/2013, in the award of private public concessions / partnerships, the contracting authority may use the open procedure, the restricted procedure or the negotiated procedure with prior announcement of the contract notice. In order to continue the winner's selection process, at least one valid offer must be accepted. According to Article 22 (2) of Law No. 125/2013, the procedure for granting private public concessions / partnerships with a value above the low monetary threshold shall be made in accordance with the relevant provisions of the Public

	Procurement Law (Law No. 9643), unless otherwise provided for in this Law. Therefore, Pursuant to Article 29 (3) of Law No. 9643/2006, for contracts above the low value thresholds, contracting authorities shall use open procedures, restricted procedures, design contests. Negotiated procedures may be used only in the specific circumstances set forth in Art. 32 and 33 of Law No. 9643/2006.
<b>22.2. Restricted tendering (with pre-qualification stage): Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 22 (3) of Law No. 125/2013, in the award of private public concessions / partnerships, the contracting authority may use the open procedure, the restricted procedure or the negotiated procedure with prior announcement of the contract notice. In order to continue the winner's selection process, at least one valid offer must be accepted. According to Article 22 (2) of Law No. 125/2013, the procedure for granting private public concessions / partnerships with a value above the low monetary threshold shall be made in accordance with the relevant provisions of the Public Procurement Law (Law No. 9643), unless otherwise provided for in this Law. Therefore, Pursuant to Article 29 (3) of Law No. 9643/2006, for contracts above the low value thresholds, contracting authorities shall use open procedures, restricted procedures, design contests. Negotiated procedures may be used only in the specific circumstances set forth in Art. 32 and 33 of Law No. 9643/2006.
<b>22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.4. Competitive dialogue: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.5. Direct negotiation with more than one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.6. Direct negotiation with only one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.7 Other. Specify:</b>	No
<b>Available</b>	n/a

<b>Default</b>	n/a
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 24(2) of Law No. 125/2013, the main stages of the procurement process are as follows: - The publication of the notice of the PPP contract; - The time limit for the submission of the bids; - The public bid opening; - The submission of the complaints; - The determination of the winning bidder; - The issuance of the guarantee in favor of the procuring authority; - The signing of the PPP contract. Furthermore, Pursuant to Article 24 (3) of Law No. 125/2013, when granting concessions/ private public partnerships, the contracting authority may use the open procedure, the limited procedure, or the negotiation procedure, with preliminary announcement of the contract award notice.
<b>If no, please elaborate:</b>	n/a
<b>22.9. Do the tender documents specify the prequalification/shortlisting criteria (when applicable) in order to make them available to all the bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 31 (2) of Law No. 9643/2006, in restricted procedures, the contracting authority (CA) shall publish a notice, as provided in Article 38 of PPL, which must contain the following: a) A description of the object of the contract to be awarded; b) An indication of the selection criteria; c) An invitation to express interest in participating to the awarding procedure; ç) The criteria of determining the winning bid.
<b>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	The majority of our contributors indicated that this happens in practice.
<b>If no, please elaborate:</b>	n/a
<b>23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</b>	Yes

<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Pursuant to Article 42 (1) (3) of Law No. 9643/2006: Potential tenderers may request clarifications of the tender documents from the contracting authority (CA). CA shall respond to any request for clarification of the tender documents by economic operators, providing it is received within 5 days prior the deadline for the submission of tenders. CA shall respond within 3 days from the request, so as to enable economic operators to make a timely submission of their tenders, and shall, without identifying the source of the request, communicate the clarification to all economic operators, to which CA have provided the tender documents. If CA convene a meeting of economic operators, they shall prepare minutes of the meeting containing the requests submitted at the meeting for clarification of the tender documents and their responses to those requests, without identifying the sources of the requests. The minutes shall be provided promptly to all economic operators to which CA provided the tender documents, so as to enable them to take the minutes into account in preparing their tenders. Furthermore, pursuant to Article 24 (3) of Law No. 125/2013, the interested parties in the competitive procedure are entitled to request the change or correction of the standard documents of the competitive procedure. Such a request needs to be filed not later than 5 days prior to the expiration of the deadline for the submission of offers. When the competitive procedure documents are changed or corrected, the final deadline for the submission of offers may be postponed, depending on the circumstances, but not for more than 10 days.</p>
<p><b>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Pursuant to Article 42 (1) (3) of Law No. 9643/2006, potential tenderers may request clarifications of the tender documents from the contracting authority (CA). CA shall respond to any request for clarification of the tender documents by economic operators, providing it is received within 5 days prior the deadline for the submission of tenders. CA shall respond within 3 days from the request, so as to enable economic operators to make a timely submission of their tenders, and shall, without identifying the source of the request, communicate the clarification to all economic operators, to which CA have provided the tender documents. If CA convene a meeting of economic operators, they shall prepare minutes of the meeting containing the requests submitted at the meeting for clarification of the tender documents and their responses to those requests, without identifying the sources of the requests. The minutes shall be provided promptly to all economic operators to which CA provided the tender documents, so as to enable them to take the minutes into account in preparing their tenders</p>
<p><b>23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b></p>	<p>Yes</p>

<b>If yes, please specify:</b>	The majority of our contributors indicated that this occurs in practice.
<b>If no, please elaborate:</b>	n/a
<b>24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 42 (3) of Law No. 9643, If CA convene a meeting of economic operators, they shall prepare minutes of the meeting containing the requests submitted at the meeting for clarification of the tender documents and their responses to those requests, without identifying the sources of the requests. The minutes shall be provided promptly to all economic operators to which CA provided the tender documents, so as to enable them to take the minutes into account in preparing their tenders.
<b>24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the results of the pre-bid conference to all bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 42 (3) of Law No. 9643, if CA convene a meeting of economic operators, they shall prepare minutes of the meeting containing the requests submitted at the meeting for clarification of the tender documents and their responses to those requests, without identifying the sources of the requests. The minutes shall be provided promptly to all economic operators to which CA provided the tender documents, so as to enable them to take the minutes into account in preparing their tenders.
<b>24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	Yes
<b>If yes, please specify:</b>	The majority of our contributors indicated that this occurs in practice.
<b>If no, please elaborate:</b>	n/a
<b>25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate:</b>	No obligation for the presentation of a financial model is included in the relevant legal provisions.
<b>26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the</b>	Yes



<b>evaluation criteria stated in the tender documents?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 55 (2) of Law No. 9643/2006, the procuring authority shall evaluate and compare admitted tenders in order to select the successful tender, in accordance with the procedures and criteria set forth in the tender documents. No criterion shall be used that has not been set forth in the tender documents.
<b>Evaluation criteria is not set in the tender documents</b>	No
<b>27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.</b>	No
<b>Please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</b>	Yes
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 22(3) of Law No. 125/2013, in order to continue the winner's selection process, at least one valid offer must be accepted.</p> <p>Pursuant to Article 24 (1) of Law No. 9643/2006:</p> <ol style="list-style-type: none"> <li>1. The Contracting Authority shall cancel the procurement procedure only in the following cases: <ol style="list-style-type: none"> <li>a) For reasons, which go beyond the control of the contracting authority and, which are unpredictable at the time of the commencement of the procurement procedure, while respecting the principles of equality and transparency, as defined in the rules of public procurement;</li> <li>b) When no bids have been submitted within the deadline;</li> <li>c) When less than 2 candidates qualify in the first phase of the restricted procedure and negotiated procedure with prior publication.</li> <li>ç) None of the bids submitted complies with the criteria set out in the tender documents;</li> <li>d) If all accepted bids contain prices exceeding the Contracting Authority's budget, provided for a given contract;</li> <li>e) When the Public Procurement Commission makes a cancelling decision under the provisions of the Subparagraph "b" and "ç" of Paragraph 3 of Article 64 of this Law.</li> </ol> </li> </ol>

<b>The procuring authority does not award a PPP contract if only one proposal is submitted.</b>	No
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework does not include any provisions.</b>	No
<b>28. Does the procuring authority publish the award notice?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 58 (2) of Law No. 9643/2006, within 5 days of notification of award, the Contracting Authority shall send a notice to the Public Procurement Agency for publication in the Public Procurement Bulletin.
<b>28.1. If yes, is the public procurement award notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	<a href="https://www.app.gov.al/ep/AwardNotice.aspx">https://www.app.gov.al/ep/AwardNotice.aspx</a>
<b>29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 21 (2) of Law 9643/2006, any decision of the contracting authority should sent to all the bidders within 5 days as of the date that the decision is taken. Moreover, Article 58(2) of Law 9643/2006 provides that the award notice which contains, inter alia, information on the names of the disqualified bidders, the reasons of the disqualification thereof, is published online; hence is freely accessible by all the bidders.
<b>If no, please elaborate:</b>	n/a
<b>29.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 58(2) of Law No. 9643/2006, the notification shall contain at least the following information: a) The names of participating bidders; b) The values of the bids; c) The names of disqualified bidders and reasons for disqualification; c) The name of the successful bidder and value offered by him; d) Complaints, if there have been any or not.
<b>30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?</b>	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 63 (1.1) of the Law No. 9643:</p> <p>In the case of complaints against the tender documents, the economic operators may file a complaint with the contracting authority within 7 days of publication of the contract notice on the website of the Public Procurement Agency.</p> <p>Upon receipt of a written complaint, the contracting authority shall suspend the continuation of the procurement procedure until the complaint has been fully examined, including making a decision within 3 days from the filing of the complaint. Under Paragraph 6 et sequens of this Article, the contracting authority's final decision may be appealed to the Public Procurement Commission.</p>
<b>and the time in calendar days:</b>	7
<b>30.1. Is the standstill period set out in the notice of intention to award?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of the PPP contract in order to prevent an unfair disadvantage to the other bidders?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>31.1. Based on your experience, is it always the case that this restriction is respected in practice?</b>	n/a
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	n/a
<b>32. Does the procuring authority publish the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 14 of Law 125/2013 and DCM No.211 dated 16.03.2016, "On creation and administration of electronic register of concession and PPP", all of the PPP contracts shall be published online excluding confidential information. The concession unit (ATRAKO) is in charge of the registration with all the required information on concessions and PPP.</p>
<b>32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP</b>	No

<b>contract including all its annexes and appendixes</b>	
<b>Publication of the full PPP contract without including all its annexes and appendixes</b>	Yes
<b>Publication of a summary of the PPP contract without publishing the full PPP contract</b>	No
<b>Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes</b>	No
<b>Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes</b>	No
<b>32.2. If yes, is it published online?</b>	Yes
<b>If yes, please specify the website:</b>	<a href="http://www.atrako.gov.al/">http://www.atrako.gov.al/</a>
<b>32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	In accordance with Article 10 of DCM 211/2016, the contracting authority has the obligation to convey a copy of the executed concession contract/PPP with ATRAKO, together with the relevant annexes, within 15 days from the date of its execution.
<b>PPP Contract Management</b>	
<b>41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 12 of Law No. 125/2013:</p> <ol style="list-style-type: none"> <li>1. The concession / public private partnership treatment unit is subordinate to the Minister responsible for the economy, to promote and assist contracting authorities in the preparation, evaluation and negotiation of private concessions / public partnerships.</li> <li>2. The Concessions / Public Private Partnerships Unit is in co-ordination with the Contracting Authorities for the purpose of: <ol style="list-style-type: none"> <li>A) Preparation of feasibility study</li> <li>B) Preparation of competitive procedures documents and evaluation criteria;</li> </ol> </li> </ol>

	<p>C) Evaluation of proposals and determination of the best bidder;  D) Negotiations and signing of the concession contract.  E) Monitoring the Concession Contract;  3. The Concession / Public Private Partnership Treatment Unit also:  A) proposes to the Minister responsible for economy the amendment of the legislation in the field of private concessions / public partnerships, as well as the instructions for implementation of the provisions of this law;  B) monitors, analyzes and studies current European and global trends, knowledge and experience in the field of private concessions / public partnerships;  C) cooperates with the PPA for the compilation and publication of standard concession / PPP documents .  4. The manner of organization and functioning of the Private Concessions / Public Partnerships Treatment Unit is determined by a decision of the Council of Ministers.</p> <p>Furthermore, Pursuant to Article 77(1) of DCM No. 914/2014, during the implementation of the contract, the contracting authority and/or other bodies state, authorized by law, supervise the performance of the contractor.”</p>
<b>41.1. If yes, which of the following tools does it include (check all that apply)?:  Establishment of a PPP contract management team</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Elaboration of a PPP implementation manual or an equivalent document</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines,</b>	No

specific processes, insurance regime, etc.)	
Relevant legal/regulatory provisions (if any):	n/a
41.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please select only one): The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications.	n/a
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are required to meet sufficient qualification without specific details.	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are not required to meet any specific qualifications.	n/a
Please elaborate and provide examples:	n/a
42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 71 (1) DCM. No. 914/2014, During the implementation of the contract, the contracting authority and / or other bodies state, authorized by law, supervise the performance of the contractor, according to the requirements specified in the tender documents and legislation force. Following on that, According to Article 71 (3) of that same law, to make sure the quality of works, services or goods is the same as it was awarded, the contractor authority must monitor the implementation of the contract and in case of violation of requested conditions apply penalties stipulated in the contract. Contracting authority in the performance of controls, keeps a written record of the presence of the contractor. If the contractor is not present, the authority contractor shall communicate in writing the contents of this record.

<b>42.1. If yes, is the PPP contract construction performance information made available to the public?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>42.2. If yes, is the PPP contract construction performance information made publicly available online?</b>	n/a
<b>If yes, please specify the website:</b>	n/a
<b>43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 12 of Law No. 125/2013, the procuring authority monitors the implementation of the PPP contract by the selected bidder. Furthermore, pursuant to Article 77(1) of DCM No. 914/2014, during the implementation of the contract, the contracting authority and/or other bodies state, authorized by law, supervise the performance of the contractor.
<b>43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed against evaluation criteria set in the tender documents and the PPP contract</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>The private partner must provide the procuring or contract management authority with periodic operational and financial data</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	No regulatory basis
<b>The procuring or contract management authority must</b>	Yes



<b>periodically gather information on the performance of the PPP contract</b>	
<b>Relevant legal/regulatory provisions (if any)</b>	No regulatory basis
<b>The PPP contract performance information must be available to the public</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>43.2. Is PPP contract performance information made publicly available online?</b>	No
<b>If yes, please specify the website:</b>	n/a
<b>44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 32 of the Law No. 125/2013 and article 23 of DCM No. 575/2013 contain the laws that regulate the change in the structure of or the transfer of the contract. The clauses set forth that upon written consent by the Contracting Authority, the concession/PPP contract may be transferred to a third person which suitability fulfills the requirements set out in the tender documentation, on the basis of which the contract was initially awarded, unless those requirements refer to conditions that are no longer necessary for the fulfillment of the contract, due to the fact that the obligations those requirements referred to have already been fulfilled or executed by the previous concessionaire/private partner. Pursuant to article 32 of Law No. 125/2013, when concessionaire/private partner is a special purpose vehicle (SPV), a change in the SPV's ownership or management rights, as a result of the transfer of stocks or businesses shares, cannot be implemented without the approval of the Contracting Authority and Ministry of Finance. Almost all economic operators are required to create an SPV. The Contracting Authority shall request a prior approval from the Ministry of Finance for all planned transfers of the contract, which in any way or manner effect or create the risk

	of effecting state budget or budget of other government or local bodies or, which in any way change the financial support of the venture.
<b>45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first five years of operation).</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to Article 32 (1) of Law No. 125/2013, the concession/PPP contract may be transferred to a third person which fulfils the suitability requirements set out in the tender documentation, on the basis of which the contract was initially awarded, unless those requirements refer to conditions that are no longer necessary for the fulfillment of the contract, due to the fact that the obligations those requirements are referred to have already been executed by the previous concessionaire/private partner.
<b>In other cases, flexibility to change the ownership structure and/or assign the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 32 of the Law No. 125/2013 and article 23 of DCM No. 575/2013 contain the laws that regulate the change in the structure of or the transfer of the contract. The clauses set forth that upon written consent by the Contracting Authority, the concession/PPP contract may be transferred to a third person which suitability fulfills the requirements set out in the tender documentation, on the basis of which the contract was initially awarded, unless those requirements refer to conditions that are no longer necessary for the fulfillment of the contract, due to the fact that the obligations those requirements referred to have already been fulfilled or executed by the previous concessionaire/private partner. Pursuant to article 32 of Law No. 125/2013, when concessionaire/private partner is a special purpose vehicle (SPV), a change in the SPV's ownership or management rights, as a result of the transfer of stocks or businesses shares, cannot be implemented without the approval of the Contracting Authority and Ministry of Finance. Almost all economic operators are required to create an SPV. The Contracting Authority shall request a prior approval from the Ministry of Finance for all planned transfers of the contract, which in any way or manner effect or create the risk

	of effecting state budget or budget of other government or local bodies or, which in any way change the financial support of the venture.
<b>46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 31 of Law No. 125/2013 regulates the modification of the PPP/Concession contract. Modifications to the contract can be done upon the request of either contractual side on the basis of the following cases: a) Endangering the national security and defense of the country, endangering the environment, the nature and the human health; b) Collapse of the facility that is subject to the contract, or when there is an objective impossibility for its usage, in case of Force Majeure; c) During change of legal framework; d) Other cases leading to change in the factual or legal basis for using the facility or provision of services, or in the contract performance. It should also be pointed out that pursuant to Article 31 (4) of Law No. 125/2013, changes to the essential terms of the contract not provided for in the tender documentation and/or contract itself shall require implementation of a new concession/PPP award procedure.
<b>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to Article 23 of DCM No. 575/3013, any amendment or transfer of the concession/PPP contract, must be submitted to the Ministry of Finance for prior approval, which assesses and verifies possible direct or indirect fiscal implications on the budget of the contracting authority, the state budget or which alters financial support in any way whatsoever. Furthermore, pursuant to Article 31 (6) of Law No. 125/2013, the contracting authority requires prior approval by the Ministry of Finance for all planned changes affecting or creating the risk of direct or indirect impact on the State Budget or the budget of local authorities, or which may vary in anyway financial support, as defined by this law.
<b>46.2. If yes to question 46, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>A change in the risk allocation of the contract.</b>	Yes

<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	The risk allocation is considered to be an essential term and condition of the contract, and as such, its amendment requires the application of a new procedure for the award of the PPP contract, as specified in Article 31 (4) of Law No. 125/2013. Pursuant to Article 32(4) of Law No. 125/2013, the contracting Authority shall request a prior approval from the Ministry of Finance for all planned modifications, which effect or create the risk of direct or indirect effect on the budget of the Contracting Authority, state budget or budget of other government or local bodies or, which in anyway change the financial support as defined by Law No. 125/2013.
<b>A change in the financial and/or economic balance of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>A change in the duration of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>A change in the agreed price or tariff.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>46.3. Can the procuring authority unilaterally modify a PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	According to Article 31 (2) of Law No. 125/2013, changes to the contract, which are not essential, can be done by the Contracting Authority and the concessionaire/private partner.
<b>47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard</b>	Pursuant to Article 31 (3) (b) of Law No. 125/2013, modifications to the contract may be concluded upon the initiative of either contractual side in the case of the collapse of the facility that is subject to the contract, or when there is an objective impossibility for its usage, in case of Force Majeure.

<b>contractual provisions (if any):</b>	
<b>Material Adverse government action .</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Change in the Law.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to Article 31 (3) (c) of Law No. 125/2013, modifications to the contract may be concluded upon the initiative of either contractual side in case of a change in the legal framework of the economy.
<b>Refinancing.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Subcontracting and replacement of the subcontractors.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to Article 34 (1) fo Law No. 125/2013, the contracting authority may: A) require the concessionaire to award contracts that are at least 30 percent of the total value of the concession contract to third parties, while at the same time providing an opportunity for the tenderer to increase this percentage, while this minimum percentage is specified in the concession contract; B) ask tenderers to indicate in their bids the percentage of the total contract value they plan to assign to third parties.
<b>48. Does the regulatory framework (including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the implementation of PPP contracts?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to Article 46 (3) of Law No. 125/2013, any disputes between the contracting authority and the concessionary/ private public partner shall be settled through dispute resolution mechanisms, recognized by the parties in the concession/private public partnership, including the procedure of international arbitration. In any case, the applicable law shall be the Albanian law in force.
<b>48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body</b>	No

<b>If yes, please specify:</b>	n/a
<b>Local courts</b>	Yes
<b>Domestic arbitration</b>	Yes
<b>International arbitration</b>	Yes
<b>Investor-State Dispute Settlement (ISDS)</b>	Yes
<b>Mediation</b>	Yes
<b>Please provide the relevant legal/ regulatory/standard contractual provisions (if any)</b>	<p>Pursuant to Article 46 of Law No. 125/2013:</p> <ol style="list-style-type: none"> <li>1. The concession / public private partnership contract is governed by the laws of the Republic of Albania.</li> <li>2. The Concessionaire / Private Partner, its shareholders and other business partners are free to choose the law regulating their mutual business relationship.</li> <li>3. Any dispute between the contracting authority and the private concessionaire / partner shall be settled through dispute settlement mechanisms accepted by the parties to the concession / public private partnership contract, including international arbitration proceedings. In any case, the applicable law is the law in force in Albania “</li> <li>4. The concessionaire / private partner, its shareholders and other business partners are free to choose the appropriate mechanisms for resolving disputes between them.</li> </ol>
<b>48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Pursuant to Article 419 of the Civil Procedure Code, the parties may designate the place where the arbitration agreement will take place of the arbitration proceedings. In the absence of agreement, the country appoints the arbitration court. If that can not take such a decision, then the place where will take place the arbitration proceedings will be the center of residence or the defendant.
<b>International arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Albania is a member of the New York Convention
<b>Investor-State arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Albania is a member of ICSID
<b>49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV) in</b>	No

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



<b>contractual provisions (if any):</b>	
<b>Other.</b>	No
<b>Please Specify:</b>	n/a
<b>51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to Article 36 of Law No. 125/2013, unless otherwise provided for in the contract, the Contracting Authority may terminate the contract when: a) It may be proved that the concessionaire/private partner can no longer perform its obligations, owing to insolvency, serious breach or other cases, which hinder or do not allow the continuation of the contract in accordance to technical and other standards agreed; b) concessionaire/private partner fails to ensure the financing of the project within 12 months as of signing or of coming into force of the contract. Either party shall, unless otherwise provided for in the contract, have the right to terminate the contract when: a) Performance of its obligations is rendered impossible because of circumstances of either party; b) There is serious breach by the other party, and that party fails to rectify such breach within the time period and in the manner established in the contract.
<b>51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to Article 38 (3) of Law No. 125/2013, following the termination of the contract, the concessionaire/private partner shall be obliged to return, i.e. to transfer the ownership of the facilities constructed under the contract, regardless whether they have been entirely or partially constructed, reconstructed, preserved, equipped or improved, under conditions and in a manner as set out in the contract, unless otherwise stipulated by the law.
<b>Unsolicited Proposals</b>	
<b>34. Are unsolicited proposals in Albania: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)</b>	No
<b>Explicitly allowed by the legal framework?</b>	Yes
<b>Not regulated by the legal framework, but do happen in practice?</b>	No
<b>Not regulated by the legal framework, and do not happen in practice? (if not</b>	No

<b>done in practice, skip to section F)</b>	
<b>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</b>	<p>The law allows the submission of unsolicited proposals, pursuant to Article 17 (d) of Law No. 125/2013. Furthermore, Article 25 (1) of Law No. 125/2013 states that “the Contracting Authority shall be authorized to review and accept unsolicited proposals pursuant to the procedures set forth in this article, provide that such proposals do not relate to a project, for which selection procedures have been initiated or announced.”</p>
<b>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</b>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b>	<p>The procuring authority verifies that the submitted unsolicited proposal is within the scope of the application of Law No. 125/2013 and that it does not relate to any project for which an awarding procedure has been initiated or for which the PPP notice has been published, as per Articles 10 and 12 of DCM No. 575/2013. Pursuant to Article 25 (2), the procuring authority, shall accept unsolicited proposals only if they are accompanied by an advanced or fully pledged feasibility study. According to Article 12 of DCM No. 575/2013, the concession/PPP committee draws up the summary report in which it verifies the fulfillment of the conditions provided under Article 10 of the Law No. 125/2013 and that the submitted documentation is complete in accordance with Article 11 of these Rules. The report determines whether: a) the objectives of the project are clearly defined and achievable; b) the objectives of the project serve the public interest and fit within the strategic priorities of the contracting authority; c) there are no legal obstacles or limitations to the implementation of the project and/or to enter into a concession/PPP contract; d) the project can be implemented as planned, using the proposed technologies and without unreasonable technical risks; e) the project seems to have economic sustainability; f) the project appears to be able to attract financial guarantors / sponsors, providing reasonable financial return; g) the proposed level of risk allocation by public and private sector entities is rational and reasonable; h) appropriate financial support may fit within the limited budget and other fiscal obligations. Based on the summary report, the contracting authority may decide to: a) return the unsolicited proposal for completeness because it has not been submitted according to the modalities required by Article 10 of the Law. In this case, the proposer has 30 days from the date of return of the proposal to complete it; b) accept the proposal and continue the design of the feasibility study; c) reject the proposal and waive the implementation of the project. The grounds for termination may consist of substantial evidence of the probability of project feasibility/alternatives being analyzed. Such evidence is generated on the basis of prior comparisons of user benefits and costs, information on lack of feasibility/financial fitness or the conclusion that the facility is generally not necessary. In all the aforementioned cases, the contracting authority shall communicate in writing to the proposer the decision taken.</p>
<b>35.1. If yes, is there any vetting procedure and/or pre-</b>	<p>Yes</p>

<b>feasibility analysis before fully assessing the unsolicited proposal?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 25 (1) and 25 (2) of Law No. 125/2013, the contracting authority is authorized to review and accept unsuccessful proposals, in accordance with the procedures set out in this Article; provided that such proposals do not relate to a project for which the selection procedures have been initiated or promulgated. If the unsolicited proposal is considered admissible, after the preliminary assessment, the contracting authority may take action to grant a concession / public private partnership.</p> <p>Furthermore, Pursuant to Article 12 of DCM No. 575/2013: 1. The Commission concession / PPP designs summary report which verifies the fulfillment of the conditions provided for in Article 10 and that the documents submitted it is complete in accordance with Article 11 of these rules. The report determined that: a) the project objectives are clearly defined and achievable; b) project objectives serve the public interest and fit within the strategic priorities of the contracting authority; c) there are no legal obstacles or restrictions to the implementation of the project and / or to enter into a concession contract / PPP; d) the project can be implemented as planned, using the proposed technologies and without undue technical risks; e) project appears to be economically sustainable; f) project seems to be able to attract guarantor / financial supporters, ensuring reasonable financial return; g) the proposed level of risk allocation by public and private sector entities is rational and reasonable; h) adequate financial support can be adjusted within limited budget and other fiscal obligations.</p> <p>2. During the preparation of the summary report, the contracting authority may request additional information from the proponent.</p> <p>3. Based on the summary report, the contracting authority sets back to complement its unsolicited proposal, because it is not presented by the forms required in Article 10 of these rules. In this case, the proponent has 30 days from the date of return of the proposal to supplement it; accept the proposal and to continue the drafting of the feasibility study; reject the proposal and waive implementation of the project. Grounds for termination may consist of substantial evidence of probable lack of project feasibility / alternatives are analyzed. Such evidence established on the basis of preliminary comparison of benefits and costs to users, information about the lack of feasibility / financial eligibility or the conclusion that the object is generally not necessary.</p>
<b>36. Which of the following options best describe how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority follows a specific procedure to ensure the consistency of PPPs with</b>	<p>No</p>

<b>other government investment priorities.</b>	
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 25 (1) and 25 (2) of Law No. 125/2013, the contracting authority is authorized to review and accept unsuccessful proposals, in accordance with the procedures set out in this Article; provided that such proposals do not relate to a project for which the selection procedures have been initiated or promulgated. If the unsolicited proposal is considered admissible, after the preliminary assessment, the contracting authority may take action to grant a concession / public private partnership.</p> <p>Furthermore, Pursuant to Article 12 of DCM No. 575/2013: 1. The Commission concession / PPP designs summary report which verifies the fulfillment of the conditions provided for in Article 10 and that the documents submitted it is complete in accordance with Article 11 of these rules. The report determined that: a) the project objectives are clearly defined and achievable; b) project objectives serve the public interest and fit within the strategic priorities of the contracting authority; c) there are no legal obstacles or restrictions to the implementation of the project and / or to enter into a concession contract / PPP; d) the project can be implemented as planned, using the proposed technologies and without undue technical risks; e) project appears to be economically sustainable; f) project seems to be able to attract guarantor / financial supporters, ensuring reasonable financial return; g) the proposed level of risk allocation by public and private sector entities is rational and reasonable; h) adequate financial support can be adjusted within limited budget and other fiscal obligations.</p> <p>2. During the preparation of the summary report, the contracting authority may request additional information from the proponent.</p> <p>3. Based on the summary report, the contracting authority sets back to complement its unsolicited proposal, because it is not presented by the forms required in Article 10 of these rules. In this case, the proponent has 30 days from the date of return of the proposal to supplement it; accept the proposal and to continue the drafting of the feasibility study; reject the proposal and waive implementation of the project. Grounds for termination may consist of substantial evidence of probable lack of project feasibility / alternatives are analyzed. Such evidence established on the basis of preliminary comparison of benefits and costs to users, information about the lack of feasibility / financial eligibility or the conclusion that the object is generally not necessary.</p>

<b>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<b>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 14 (1) of DCM No. 575/2013, if the project is accepted, the contracting authority may initiate the contract award procedure. The basic principle is that contract award should be made through a transparent and competitive process in accordance with the law on concessions and public private partnerships.
<b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 22(4) of Law No. 125/2013, when concessions for public works are given; the deadline for submission of offers is not less than 30 days from the date of publication of the contract award notice.
<b>and the time in calendar days:</b>	30
<b>39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.</b>	No
<b>39.2 Developer's fee (reimbursing the original proponent for the project development cost).</b>	No
<b>39.3 Bid Bonus.</b>	Yes
<b>39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).</b>	No
<b>39.5 Other.</b>	No
<b>Please specify:</b>	n/a

**Please provide the relevant legal/regulatory provisions (if any):**

Pursuant to Article 15 (1) of DCM No. 575/2013. The unsolicited proposer is granted a bonus up to maximum 10% of the total points. This article has replaced the former article 15, which provided for reimbursement of expenses in case of unsuccessful biddings; DCM no 634/2014, article 15 provides for the same. Pursuant to Article 25 (6) of Law No 125/2013, the proposer is given a bonus for the technical and/or financial score received during the competitive procedure, up to a maximum of 10 % of the total score of the competition.