

PROCURING INFRASTRUCTURE PUBLIC-PRIVATE
PARTNERSHIPS 2018 IN CHILE

SURVEY QUESTION	ANALYSIS
PPP Regulatory Framework	
2. Does the regulatory framework in your country allow procuring PPPs?	Yes
If yes, please specify the relevant regulatory framework and the year of adoption:	The following analysis focused on infrastructure awarded by the Ministry of Public Works under the mechanism of Public Works Concessions regulated by Decree No. 900/1996 issued by the Ministry of Public Works that refunds Decree with Force of Law No.164/1991 (Concessions Law) and Decree No. 956/1997 issued by the Ministry of Public Works (Concessions Regulations). Other types of infrastructure provision with private sector participation, such as railways, ports and sanitation, are regulated by specific sectoral mechanisms and regulatory frameworks that will not be covered in this analysis. For instance, ports, using concessions regulated by the Law No. 19.542 that modernize the estatal port sector and water provision and sanitation using concessions contracted by a SOE called ECONSSA http://www.econssachile.cl/
and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	http://www.concesiones.cl/quienes_somos/funcionamientodelsistema/Documents/Nueva%20Ley%20y%20Reglamento%202010.pdf
2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?	Yes
Please describe:	On April 20, 2016 Law No. 20,908 became in effect. This law amended the Concessions Law by exempting from toll payments emergency vehicles while performing their functions.
2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?	Yes
Please describe:	The government has presented a bill to congress which creates a State-owned-company called “Fondo de Infraestructura S.A.” (Infrastructure Fund) whose main purpose will be to facilitate financing, directly or through third-parties, of infrastructure projects and associated services. It will also have the capacity to engage in the construction, extension, repair, conservation, exploitation and development of such projects, although these activities will be necessarily executed through a third party.
3.1 Besides national defense and other matters of national	No

<p>security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.</p>	
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	n/a
<p>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</p>	No
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	n/a
<p>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.</p>	No
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	n/a
<p>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</p>	No
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	n/a
<p>3.5 Besides national defense and other</p>	No

matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other	
If yes, specify and provide the relevant legal/regulatory provisions:	n/a
4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?	Yes
If yes, please specify and provide the relevant legal/regulatory provision (if any):	Decree-Law No.825 about Tax of Sales and Services establishes a special recovery procedure of the Value Added Tax managed by the Ministry of Public Work in stages of construction and exploitation that implies returning to the concessionaire the VAT paid.
5. Please identify the PPP procuring authorities in Chile and provide their website(s) (if available):	The Coordination of Public Works Concessions, dependent on the Ministry of Public Works, is the PPP unit, that is responsible for every stage of the concession project development. www.concesiones.cl
6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?	Yes
If yes, please indicate its name, and its website (if available):	The Coordination of Public Works Concessions, dependent on the Ministry of Public Works, is the PPP unit, that is responsible for every stage of the concession projects development. www.concesiones.cl
6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.	Yes
6.2 PPP capacity building for other public authorities.	No
6.3 PPP promotion among the public and/or private	Yes

sectors in national and international forums.	
6.4 Technical support in implementing PPP projects.	No
6.5 Identification and selection of PPP projects from the pipeline.	Yes
6.6 Revision of fiscal risks born by the Government.	No
6.7 Consultation with affected communities on potential impact of PPP projects.	Yes
6.8 Approval of PPP projects.	Yes
6.9 Undertaking the procurement of PPPs.	Yes
6.10 Oversight of PPP implementation.	Yes
6.11 Other	Yes
6.11 please specify:	Modification of existing contracts, acceptance or rejection of private initiatives (according to article 2 of the Concessions Act)
Please provide the relevant legal/regulatory provisions:	<p>Article 2 and 3 of the Concessions Law. The “Coordinación de Concesiones” of the Ministry of Public Works has some of the following responsibilities: a) the acceptance or refusal of private initiative proposals of concession works presented by private parties (Art. 2 of the Concessions Law); b) elaborate the administrative, technical and economic conditions of the bidding process; and c) elaborate the norms of control of the concession contracts, according to the current regulations, among others. http://www.concesiones.cl/quienes_somos/misionyfunciones/Paginas/default.aspx</p> <p>The Ministry of Public Works, prior proposal of the “Coordinación de Concesiones”, approves and procures the PPP projects, and issues the bidding rules (Art. 3 of the Concessions Law).</p>
PPP Preparation	
8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to article 14th, Number 3 of the Concessions Regulation: the MOP will send: a) the bidding conditions and the Investment Prospectus to the Ministry of Finance for it to formally approve its terms. Should no objections, within the 30-day period as of delivery to the reception office of the Ministry of Finance, be received at the reception office of the Public Works Department, the bid documents will be regarded as approved by that Ministry. The aforementioned term period will be put off each time the Ministry of Finance makes an objection or requires information from the MOP. In order to receive the Ministry of Finance’s approval, the MOP shall enclose to the conditions any studies and other documents supporting or substantiating the content of the bidding conditions.</p>
8.1. Does the Ministry of Finance or Central	Yes

Budgetary Authority approve the PPP project before signing the PPP contract?	
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 8 of the Concessions Law: Contract awarding referred in Article 1 will be resolved through a Ministry of Public Works Supreme Decree, which shall, in addition, bear the signature of the Ministry of Finance.
8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	PPP generated contingent liabilities are annually included in the Contingent Liabilities report mandated by article 40 of the Financial Management Law (D.L. N 1.263 de 1975) modified by Law N 20.128 about fiscal responsibility and N 20.255 of provisional reform.
Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The same Contingent Liabilities Report elaborated in accordance with article 40 of the Financial Management Law (D.L. N 1.263 de 1975) serves as reporting mechanisms of the liabilities arising from PPPs.
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).	Yes
Accounting and reporting according to other international standard (e.g. European System of Accounts).	No
Please specify:	n/a

Other.	No
Please specify:	n/a
9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?	Yes
If yes, please specify the relevant authority	The Concessions Commission (or Council), the Ministry of Social Development, the sectorial Ministry involved in the project and the General Comptroller of the Republic (Contraloría General de la República, CGR). However, the opinions of the Concession Commission and the Ministry of Social Development are not binding. The Concession Commission is a consulting body to advise the Minister of Public Works (Art. 1 bis Concession Law). The Ministry of Social Development have to review the social evaluation of the project and send a report to the MoF. The MoF can approve o refuse the project having the report on the table, but not necessarily the report have to recommend the project (Art 2 Concessions Law)
and provide the relevant legal/regulatory provisions (if any):	Article 1 bis of the Concession Law creating the Concession Council and regulating the intervention in the structuring process for Concessions, the “Ley 10.336, Ley Orgánica Constitucional de la Contraloría General de la República” and the “Resolución 1.600/2008 CGR, Fija normas sobre Exención del Trámite de Toma de razón”. The General Comptroller Office approves the tender documents before the call for bids for a preventive control.
9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before signing the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The Comptroller General has to also approve the signed contract. The Supreme Decree awarding the contract must be signed by the President of the Republic and the Minister of Finance (Article 8th of the Concessions Law) and afterwards must be approved by Comptroller General, this approval is mandatory to close the contract. Then, the private partner has to sign a transcription of the award decree (article 9 of the Concessions Law)
10. Does the procuring authority use transaction advisors during the PPP project cycle?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a

<p>11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</p>	<p>Yes</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	<p>The regulatory framework provides for the inclusion of PPPs in the national public investment system (see Concessions Law, Art 2, last paragraphs)</p>
<p>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The regulatory framework does not include any provisions but the</p>	<p>No</p>

procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.	
If yes, please elaborate:	n/a
The procuring authority does not evaluate PPPs against existing government priorities.	No
Please elaborate and provide examples:	n/a
11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?	Yes
If yes, please specify:	Social rate return is always required
If no, please elaborate:	n/a
12.1 Which of the following assessments are conducted when identifying and preparing a PPP in order to inform the decision to proceed with it? (check all that apply): Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)	Yes
Relevant legal/regulatory provision (if any)	Article 2nd, final section of the Concessions Law: The projects to be executed through the concession system shall be supported, as an internal document of the Administration, and prior to the call for a bid, by the report produced by the national planning entity, which shall be based on a technical-economic evaluation establishing its social profitability. In the case of hospitals or projects other than highways this can be in practice substituted by a cost effectiveness analysis.
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Assessment methodology to obtain social return qualification developed by Social Development Ministry according to the provisions of the National Planning System regulated by Law N° 20.53 of 2011 (http://sni.ministeriodesarrollosocial.gob.cl/evaluacion/ex-ante/metodologias/)

Is the assessment done in practice?	Yes
Details:	Contributors confirm that the procuring authority assess the impact of the project in this area
12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)	Yes
Relevant legal/regulatory provision (if any)	General studies by the Planning Direction of the Ministry of Public Works are required before launching a PPP (Art. 15 of the Ministry of Public Works Statutory Law). These studies include an affordability analysis by the Ministry of Finance (section g) of Art. 14 of the Ministry of Public Works Statutory Law). In fact, a public investment prospectus is approved before the call for proposals and the bidding terms are made available for the interested bidders. Moreover the Ministry of Finance has to keep track and elaborate a yearly report on the contingent liabilities arising from Concessions according to article 40 of the Financial Management Law (D.L. N 1.263 de 1975)
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Spreadsheet of future commitments, with 25 years scope
Is the assessment done in practice?	Yes
Details:	Contributors confirm that the procuring authority assesses the impact of the project in this area
12.3. Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Each project has a risk matrix evaluating main aspects. Contributors confirm that the procuring authority assesses the impact of the project in this area
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)	No

Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
12.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Contributors confirm that the procuring authority assesses the impact of the project in this area
12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
12.7. Environmental impact assessment	Yes
Relevant legal/regulatory provision (if any)	Art. 10 of the Law Nº 19.300 of General Environmental Basis ("Bases Generales del Medio Ambiente") sets forth that the projects or activities that should enter the environmental impact assessment system ("SEIA"). In relation to the SEIA, there are two ways of entering the system: through an Environmental Impact Study ("EIA"), or an Environmental Impact Declaration ("DIA"). This process will evaluate all environmental impacts of the project, as well as asking all bodies of state with environmental jurisdiction to have a say in the process.
Is there a specific methodology for the assessment?	Yes

If yes, please elaborate	Sistema de Evaluacion de Impacto Ambiental (Decree 40 2013) The impacts that require an Environmental Impact Study are classified in Article 11 of the General Environmental Law.
Is the assessment done in practice?	Yes
Details:	Contributors confirm that the procuring authority assesses the impact of the project in this area
12.8. Consultation process with affected communities on potential impact of the PPP project	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and specify which of the assessments are included in the request for proposals and/or tender documents:	n/a
13.1. Are the assessments published online?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
specify the website	http://bip.ministeriodesarrollosocial.gob.cl/bip-trabajo/

please specify which of the assessments are published online:	Socio Economic Analysis
14. Does the procuring authority include a draft PPP contract in the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The tender documents themselves are the contract, along with the regulatory framework and the winner's technical and financial bid. The awarding of the PPP contract will be materialized through a Supreme Decree issued by the Ministry of Public Works that shall be published in the Official Gazette. After its publication the PPP contract will be deemed as executed (Article 3 of the Concessions Law).
If no, please elaborate	n/a
14.1. Are the tender documents published online?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
and please specify the website:	http://www.concesiones.cl/Paginas/Licitaciones.aspx
15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?	Yes
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	In practice, the bidding conditions are similar to each other and examples are available online http://www.concesiones.cl/Paginas/Licitaciones.aspx .
16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the following requirements? Obtaining the required urban permits: Procuring authority (or other Government entity)	No

Private Partner	Yes
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	No
Relevant legal/regulatory provision (if any)	No regulatory basis
16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)	No
Private Partner	Yes
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	No
Relevant legal/regulatory provision (if any)	No regulatory basis
16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)	No
Private Partner	Yes
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	No
Relevant legal/regulatory provision (if any)	No regulatory basis
16.4. Obtaining the required land: Procuring authority (or other Government entity)	Yes
Private Partner	No

Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	No
Relevant legal/regulatory provision (if any)	Article 15 of the Concessions Regulations: Should assets and rights have to be expropriated for the construction of the works and its supplementary services; they will take place in virtue of the declaration of public utility as established in Article 105 of Ministry of Public Works supreme decree N°294, of 1984, and in accordance with the procedure established in statutory decree N°2.186, of 1978. Any disbursements, expenses or costs arising from the proceedings or contracts this article refers to will be borne by the concession holder. However, the State may totally or partially pay for the expropriations if so established in the bidding conditions. Article 39 of the Concessions Regulations: In virtue of this law, included in the concession awarded may be, jointly or separately, the concession for the use of subsoil and of the rights of construction in the space over national assets for public or government use assigned to them. In addition, the Ministry may submit to concession or sell such rights establishing their physical connection and access to the works being bid or that have already been granted under concession.
16.5. Obtaining the required right of way: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Article 16 of the Concessions Act: Each time should it be indispensable for the execution of works under concession to modify existing rights of passage, the concession holder shall reestablish them, at its own cost, in them manner and within the term periods as set forth buy the Ministry of Public Works in the bidding conditions.
PPP Procurement	
18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet	Yes

detailed qualifications.	
If yes, please provide the relevant legal/regulatory provisions (if any):	The evaluation committee needs to be composed by professionals representing different areas of the Ministry of Public Works, the Minister of Finance and the Administrative body that has the legal jurisdiction over the type of infrastructure.
The bid evaluation committee members require sufficient qualification without specific details.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The bid evaluation committee members are not required to have any specific qualifications.	No
Please elaborate and provide examples:	n/a
19. Does the procuring authority issue a public procurement notice of the PPP project?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	According to article 14.2 of the Concessions Regulations: Calls for bids will be published at least on one occasion in the Official Gazette and, on another, in a newspaper with national circulation.
19.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	www.concesiones.cl
20. Are foreign companies prohibited from participating in the bidding process?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of	Yes

time to submit their bids?	
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
and the time in calendar days:	90
22.1. In a case comparable to the case study assumptions, which are the procurement procedures available and/or set as default for PPP projects? Open tendering: Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	According to Article 3. b) of the Concessions Law the selection of the bid awardee through the mechanisms provided in this statutory decree and supplementary regulations thereof. Article 4 of the Concessions Law establishes that Bids may be national or international, and both individuals and legal entities meeting the requirements and demands as set by the Regulations may participate in them. Finally, article 7 of the Concession Law indicates that the bid for the works that is the subject matter of the concession will be decided after evaluating the technically acceptable bids, according to the particular characteristics of the works, and based on one or more of the following factors, depending on the evaluation system the Ministry of Public Works may establish in the Bidding conditions
22.2. Restricted tendering (with pre-qualification stage): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	Article 6 bis of the Concessions Law establishes that the Ministry of Public Works may call for the pre-evaluation of bidders in order to select, through a process comprising one or more stages, the interested parties complying with any uniform, objective and reasonable requirements established in the appropriate pre-evaluation conditions (...).
22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.4. Competitive dialogue: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.5. Direct negotiation with	No

more than one candidate: Available	
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.6. Direct negotiation with only one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.7 Other. Specify:	No
Available	n/a
Default	n/a
Relevant legal/regulatory provision (if any)	n/a
22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 17 of the Concessions Regulations establishes that the tender documents must include, among other aspects: (...) c) Form, date, time and place of the presentation of the bids, requirements to be fulfilled by the bidders, and information that must be included in the technical and economic bids; (...) g) Systems of evaluation of the bids and award procedure,
If no, please elaborate:	n/a
22.9. Do the tender documents specify the prequalification/shortlisting criteria (when applicable) in order to make them available to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 6.bis of the Concessions Law indicates the pre-evaluation of bidders will be based on the "uniform, objective and reasonable requirements established in the appropriate pre-evaluation conditions."
22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?	Yes

If yes, please specify and provide the relevant legal/regulatory provisions (if any):	Contributors confirm that the specified criteria are respected in practice
If no, please elaborate:	n/a
23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 18 of the Concession Regulations permits and regulates “Questions and Clarifications regarding the bidding conditions”
23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 18.2 of the Concessions Regulations states: “The replies as well as the questions made by the bidders, as well as the clarifications, rectifications, amendments or additions that the MOP wishes to make to the bidding conditions, will be included in communications named clarifying circulars, directed to all the bidders, with a minimum advance notice of 10 days prior to the date of the opening of the technical bid. If the MOP makes modifications in a time period of less than 10 days, it must change the date of reception and opening of the technical bid to a date at least 10 days after the last modification. The clarifying circulars must be put at the disposal of the bidders in the place indicated in the bidding conditions.”
23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	Yes
If yes, please specify:	The referred clarifying circulars include the responses to the questions submitted. All information concerning bids is published, including the clarifying circulars mentioned above is published in the website www.concesiones.cl .
If no, please elaborate:	n/a
24. Besides questions and clarifications, can the procuring authority conduct	No

pre-bidding conference?	
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the results of the pre-bid conference to all bidders?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	n/a
If yes, please specify:	n/a
If no, please elaborate:	n/a
25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If no, please elaborate:	Regulatory provisions require an economic proposal but do not make a specific reference to a financial model
26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?	Yes

If yes, please provide the relevant legal/regulatory provisions (if any):	According to article 7 of the Concessions Law: “The bid for the works that is the subject matter of the concession will be decided after evaluating the technically acceptable bids, according to the particular characteristics of the works, and based on one or more of the following factors, depending on the evaluation system the Ministry of Public Works may establish in the Bidding conditions: (...) The definition of these factors and their application to award the concession will be established by the Ministry of Public Works in the Bidding Conditions.”
Evaluation criteria is not set in the tender documents	No
27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.	No
Please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.	No
Please provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority does not award a PPP contract if only one proposal is submitted.	No
Please provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework does not include any provisions.	Yes

28. Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	According to article 8 of the Concessions Law the contract awarding referred to by Article 1 will be resolved through a Ministry of Public Works supreme decree, which shall, in addition, bear the signature of the Ministry of Finance. The contract will be executed once the awarding supreme decree has been published in the Official Gazette.
28.1. If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	www.concesiones.cl
29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The tender documents describe how the bidders will be informed of the results of the PPP procurement process. However, even if the Concession Law does not establish a mandatory communication of the adjudication, under Articles 16 and 45 of Law No. 19,880 on Administrative Procedure, the procurement process is public and must be notified to the bidders.
If no, please elaborate:	n/a
29.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Economic offer and bids evaluation record is signed by all bidders according to the Transparency Law. Also, as already mentioned, under Articles 16 and 45 of Law No. 19,880 on Administrative Procedure, the procurement process is public and must be notified to the bidders. Moreover, Articles 27 and 28 of the Concessions Regulations are applicable and orders the publicity of the assessment files.
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?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a

30.1. Is the standstill period set out in the notice of intention to award?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of the PPP contract in order to prevent an unfair disadvantage to the other bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 21.8 of the Concession Regulations establishes that “No new bid or counter-bid will be accepted after the act of opening the technical bid”, also, according to the already mentioned article 8 of the Concessions Law, “The contract will be executed once the awarding supreme decree has been published in the Official Gazette”.</p>
31.1. Based on your experience, is it always the case that this restriction is respected in practice?	Yes
If yes, please specify:	<p>The Concession Law does not allow for the bidders to negotiate with the Ministry of Public Works between the award and signature of the concession contract. Also, the concession contract is not “signed”. As commented above, the concession contract is perfect through its publication in the Official Gazette.</p>
If no, please elaborate:	n/a
32. Does the procuring authority publish the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to article 98 of the Concessions Regulations: Once the decree awarding the concession contract has been authorized, all the relevant documentation for the execution of this contract will be public, that is, the bidding conditions, the drafts, projects and other studies and reports supplied by the MOP to the bidders, the bid made by the successful bidder and the acts of evaluation. The MOP shall make this information available to whomsoever is interested in it, and shall give the necessary facilities for its reproduction, which will be paid by the interested parties. The same procedure will be applied in the case of supplementary agreements, modifications of the rate system and other modifications to the concession contracts. Also, more in general Transparency Regulation “Ley 20.285/2008 Sobre Acceso a la Información Pública” requires that any information that sustains administration’s decisions is considered public information, with some exemptions. The information has to be published in an active way, or be provided on demand to the interested people.</p>
32.1. If yes, which of the following options best describes this publication (choose only one)?:	Yes

Publication of the full PPP contract including all its annexes and appendixes	
Publication of the full PPP contract without including all its annexes and appendixes	No
Publication of a summary of the PPP contract without publishing the full PPP contract	No
Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes	No
Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes	No
32.2. If yes, is it published online?	Yes
If yes, please specify the website:	www.concesiones.cl
32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 98 of the Concessions Regulations mentioned above indicates that the same publication procedure will be applied in the case of supplementary agreements, modifications of the rate system and other modifications to the concession contracts. Also, since the modifications are considered an integral part of the PPP contract they are also covered by the Transparency Regulation “Ley 20.285/2008 Sobre Acceso a la Información Pública” according to which any information that sustains administration’s decisions is considered public information, with some exemptions. The information has to be published in an active way, or be provided on demand to the interested people.
PPP Contract Management	
41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract	Yes

(e.g. attributing responsibilities or establishing specific management tools)?	
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 29 of the Concession Law and Articles 38 to 44 of the Concession Regulations regulate the management system for the implementation of the PPP contract.
41.1. If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team	Yes
Relevant legal/regulatory provisions (if any):	Articles 38, 29 and 40 of the Concession Regulations establish the figure of the Fiscal Inspector to “supervise the Concession Contract”.
Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa	No
Relevant legal/regulatory provisions (if any):	n/a
Elaboration of a PPP implementation manual or an equivalent document	No
Relevant legal/regulatory provisions (if any):	n/a
Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)	No
Relevant legal/regulatory provisions (if any):	n/a
Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)	Yes

Relevant legal/regulatory provisions (if any):	<p>i. Article 30 sets forth minimum capital requirements for the concession holder. Furthermore, the Ministry of Public Works is entitled to require accounting information during the project duration period in order to supervise the contract.</p> <p>ii. Article 33 of the Concession Law Regulation determines the securities of the concession contract. For example, it indicates that the concession holder must execute the construction and exploitation securities indicated in the bidding standards according with the terms and conditions set forth therein.</p> <p>iii. Article 34 of the Concession Law Regulation rules regarding the securities for the construction stage.</p> <p>iv. Article 35 of the Concession Law Regulation rules regarding the securities for the exploitation stage.</p> <p>v. Article 36 of the Concession Law Regulation rules regarding the obligation of the concession holder to have insurance covering civil liability for damages to third parties and for the catastrophic risks that may occur during the concession period.</p>
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.	<p>Yes</p>
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	<p>No regulatory basis</p>
The PPP contract management team members are required to meet sufficient qualification without specific details.	<p>No</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
The PPP contract management team members are not required to meet any specific qualifications.	<p>No</p>
Please elaborate and provide examples:	<p>n/a</p>
42. Does the procuring or contract	<p>Yes</p>

management authority establish a system for tracking progress and completion of construction works under a PPP contract?	
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Articles 39 and 41 of the Concessions Regulations. The Fiscal Inspector has the authority to require information regarding the compliance with the regulation, safety and quality standards of the work, among others. The Fiscal Inspector has a “Book of Works” (“Libro de Obras”) to keep important information and landmarks of the construction works. Moreover, according to Article 30 bis of the Concession Law, the Ministry of Public Works is entitled to require the concession holding company to audit the accuracy of the information provided to the Ministry regarding the progress of the works. Also, articles 49 through 53 of the Concessions Regulations and the bidding documents provide for specific rules and maximum terms for the construction and progress of the work.</p>
42.1. If yes, is the PPP contract construction performance information made available to the public?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>No regulatory basis</p>
42.2. If yes, is the PPP contract construction performance information made publicly available online?	<p>Yes</p>
If yes, please specify the website:	<p>http://www.concesiones.cl/proyectos/Paginas/construccion.aspx</p>
43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 29 of the Concession Law and Articles 38 to 44 of the Concession Regulations regulate the supervision of the Concession Contract.</p>
43.1. If yes, which of the following tools does it include (check all that apply)? Performance is assessed against evaluation criteria set in the tender	<p>No</p>

documents and the PPP contract	
Relevant legal/regulatory provisions (if any)	n/a
The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract	No
Relevant legal/regulatory provisions (if any)	n/a
The private partner must provide the procuring or contract management authority with periodic operational and financial data	Yes
Relevant legal/regulatory provisions (if any)	Article 43 of the Concession Regulations establishes a set of information obligations for private partners: 1.- The concession holder shall: Grant free access to the fiscal inspector to the project documents, plans, calculation reports, specifications, etc., related to the engineering project and in general, all the documents necessary for the work of supervising and monitoring compliance with the obligations arising from this concession contract; o Deliver the quarterly and annual financial statements of the concession holder, presented; in the format (FECU) required by the Superintendence of Securities and Insurance. o Inform the organization and upper management of the company when this is incorporated and every time a change occurs. o Report on the guarantees given by the concession holder in relation to the concession contract, and in particular the special public works concession pledge indicating the name and domicile of the creditors and guarantors. o Report regarding the special public works concession pledge on the payments committed by the Government to the concession holder at any title, in virtue of the concession contract, indicating the name and domicile of the creditors and guarantors. o Deliver the information regarding work-related accidents and professional illnesses, delivering, when applicable, the reports of those that occurred. o Supply monthly information on complaints presented by users, identifying the user and the claim made. 2.- Despite the above, the bidding conditions may establish any other information that the concession holder shall deliver to the fiscal inspector.
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	Yes
Relevant legal/regulatory provisions (if any)	According to article 29 of the Concessions Law: "The bidding conditions shall explicitly indicate the levels of service demanded for the exploitation stage, its respective indicators and sanctions. The Ministry of Public Works shall inspect and monitor the concession holder's compliance with its obligations, at both the works' construction and exploitation stages. In the event of non-compliance, the Ministry may impose the sanctions and fines are established by the regulations and bidding conditions, notwithstanding the concession holder's right to resort to the mechanisms Article 36 bis refers to.

The PPP contract performance information must be available to the public	Yes
Relevant legal/regulatory provisions (if any)	No regulatory basis
43.2. Is PPP contract performance information made publicly available online?	Yes
If yes, please specify the website:	http://www.concesiones.cl/proyectos/Paginas/proyectos_operacion.aspx
44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
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?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 21 of the Concession Law establishes: From the execution of the contract, the concession holder may transfer the concession or the rights of the concession holding company. The Ministry of Public Works will authorize said transfer provided that it fulfills what is provided in the paragraph below. Otherwise, it shall deny said authorization through a substantiated resolution. Should, after sixty days as of the request for authorization, the Ministry have not expressed any decision, the request will be deemed as granted. The voluntary or forced assignment of the concession shall be total, comprising all the rights and obligations in said contract and may only be assigned to an individual or a legal entity, or a group thereof, meeting the requirements to be a bidder, and not being subject to disabilities and complying with what is provided in Article 9 hereof. More specific regulation is contained in articles 30 and 65 of the Concessions Regulations.</p>
45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private	Yes

<p>partner during an initial period (e.g. construction and first five years of operation).</p>	
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>According to article 30.5 of the Concessions Regulations: “The concession successful bidder shall have at least 51% of the Concession Holding Company’s rights and undertakes not to transfer them, during the construction period, without the authorization of the Ministry of Public Works, without prejudice of what is provided by article 21 of MOP SD N° 900 of 1996. Likewise, all throughout the concession period, the Concession Holding Company shall previously report to MOP, any change in the Concession Holding Company’s ownership rights, involving changes in the management’s control.”</p>
<p>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Article 65 of the Concession Regulations states that: 3.- The Ministry of Public Works will authorize the successful bidder the voluntary transfers of shares in the concession holder, as long as the following requirements are met: a) that they are sold or transferred to one sole individual or legal entity in one sole, total and indivisible share package that is greater than or equal to 51% of the share capital; b) that the buyers comply with the requirements to be bidders in the bid process that gave rise to the concession contract, save that the bidding conditions establish another procedure.</p>
<p>In other cases, flexibility to change the ownership structure and/or assign the contract.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Article 21 of the Concession Law establishes: From the execution of the contract, the concession holder may transfer the concession or the rights of the concession holding company.</p>
<p>46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>According to article 20 of the Concession Law, “The Ministry of Public Works and the concession holder may agree to modify the characteristics of the works and services contracted”.</p>
<p>46.1. If yes, is an approval from a government</p>	<p>Yes</p>

authority, other than the procuring authority, required?	
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>According to article 20 and 20 bis of the Concessions Law and article 69 of the Concessions Regulations the approval of the respective complementary agreement will be made by supreme decree signed by Ministry of Public Works, which must also be signed by the Minister of Finance, with a prior report delivered by the respective department, concerning to the impact of the modification on the levels of service committed at the beginning of the project; in the valuation of the investments to be made; and over the compliance of the proportionality of mutual economic benefits and over tariff structures and levels established in the respective concession contract</p>
46.2. If yes to question 46, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.	<p>Yes</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Articles 68, 69 and 70 of the Concessions Regulations. According to article 68 “During the construction stage, the MOP, at the request of the DGOP or of the concession holder, may substitute works or carry out additional works, as long as they do not imply a modification of the economic conditions of the contract (...). Article 69 indicates that “The Ministry of Public Works may modify, for reasons of public interest, the characteristics of the works and services contracted from the moment when the contract is completed, and as a consequence, shall make compensation with the necessary indemnities in the case of detriments” and also that “The bidding conditions will establish the maximum amount of the investment that the concession holder could be obligated to make in virtue of that set out in the above sections, as well as the maximum time period within which the Ministry may order the modification of the works in concession. If the conditions do not state anything in this regard, the maximum amount of these new investments cannot exceed 15% of the total amount of the initial investment made by the concession holder, including the successive stages, in the event that the bidding conditions had stated that the investment in construction would be done in stages. Finally, according to article 70, if during the term of the concession, the works are insufficient to provide the service and it is considered appropriate to expand or improve them, by the initiative of the State or at the request of the concession holder, a supplementary agreement to the concession contract will be signed.</p>
A change in the risk allocation of the contract.	<p>No</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>n/a</p>
A change in the financial and/or economic balance of the contract.	<p>No</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>n/a</p>

A change in the duration of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to article 70 of the Concession Regulations: 1.- If during the term of the concession, the works are insufficient to provide the service and it is considered appropriate to expand or improve them, by the initiative of the State or at the request of the concession holder, a supplementary agreement to the concession contract will be signed. 2.- This supplementary agreement will include the individual conditions which the works carried out shall comply with and their repercussion on the rate system or on any other factor of the economic system or on the term of the concession, and the Ministry of Public Works is authorized to include one or several of these factors at one time as compensation in this agreement. 3.- The bidding conditions may establish mechanisms for the execution and compensation of these works.
A change in the agreed price or tariff.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 71 of the Concessions Regulation mandates that the bidding conditions will establish a system to change the price/tariff scheme.
46.3. Can the procuring authority unilaterally modify a PPP contract?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to article 19 of the Concessions Law the Ministry of Public Works may modify the characteristics of the works and services contracted in order to increase the service levels and technical standards set in the bidding conditions, or for other duly substantiated reasons of public interest. As a result thereof, the Ministry shall economically compensate the concession holder, when appropriate, for any additional costs so incurred by the latter
47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to article 23 of the Concessions Law: The Concession holder in respect to the service has to: Provide it, on a continuous basis, except for exceptional situations arising from acts of god or force majeure, whose effects will be evaluated by the contracting parties, agreeing of any measures as required to achieve the fastest and most efficient service resumption. The cost of the works will be agreed by the contracting parties and, in the absence of said agreement, the parties may submit the matter to arbitration, which will determine, as indicated in the bidding conditions, the qualification, measures or evaluation, as the case may be. The parties will agree to pay the price as established in the concession contract.
Material Adverse government action .	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 19 of the Concession Law establishes that “The concession holder may request compensation in case of any supervening action by any authority with public power if so justified, only when, copulatively, it meets the following requirements: the action takes place after the concession has been

Standard contractual provisions (if any):	awarded; it could not be foreseen upon its awarding; is not a legal or administrative regulation issued with general effects, exceeding the scope of the appropriate concession's industry, and significantly altering the contract's economic regime.
Change in the Law.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Refinancing.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Subcontracting and replacement of the subcontractors.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 22 of the Concession Law establishes in this respect that the State will not be liable for any consequences arising from the contracts the concession holder may enter into with constructors or suppliers. Also the private partner's contractors shall be registered in the Contractors Registry of the Ministry of Public Works. No individuals in the situation as indicated in Article 28 bis hereof will not be able to be contractors or subcontractors of a concession holder. Neither contractors nor subcontractors may start up any works without their appropriate contracts being delivered, the concession holder having to have registered a copy thereof in the Ministry. Also, article 64 of the Concessions Regulations establishes that if not prohibited by the tender conditions, companies can subcontract certain activities.
48. Does the regulatory framework (including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the implementation of PPP contracts?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	Articles 35, 36 and 36 bis of the Concession Law. The regulatory framework establishes a Technical Panel to review disputes. Access to the review of the Technical Panel is voluntary. Besides this, the parties may initiate an arbitral or judicial review of disputes.
48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body	Yes
If yes, please specify:	Articles 35, 36 and 36 bis of the Concession Law. The regulatory framework establishes a Technical Panel to review disputes.

Local courts	Yes
Domestic arbitration	Yes
International arbitration	Yes
Investor-State Dispute Settlement (ISDS)	Yes
Mediation	Yes
Please provide the relevant legal/regulatory/standard contractual provisions (if any)	Articles 35, 36 and 36 bis of the Concession Law.
48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration	Yes
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	Article 36 bis of the Concessions Law and Article 635 of the Chilean Code of Civil Procedure.
International arbitration	Yes
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	Act No. 19,971 on International Commercial Arbitration (based on the UNCITRAL Model Law).
Investor-State arbitration	Yes
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	Chile is a signatory State of the ICSID Convention
49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV) in financial difficulty prior to insolvency?	Yes
If yes, please specify and provide the relevant legal/regulatory/stan	Article 38 of the Concessions Law pursuant to which, in the event the concessionaire is the subject of a liquidation proceeding, the creditors can decide to auction the concession or to the definitive continuation of economic activities of the concessionaire. Also, in the event the concessionaire is the subject of a liquidation proceeding, the MOP will appoint a representative who, acting in coordination with the trustee and the creditors, must ensure the maintenance of the services.

standard contractual provisions (if any):	
50. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>According to Article 21 of the Concession Law and specifically article 65.2 of the Concession Regulations: In those cases in which authorization is required, the Ministry of Public Works will always consent to the transfer in favor of the pledgee when this is a consequence of obligations guaranteed through the pledge of shares in the favor of any financial entity subject to the supervision of the Superintendence of Banks and Financial Institutions, of the Superintendence of Securities and Insurance, or of the Investment Funds regulated by Law N° 18.815, or of the Pension Fund Managing Companies, established in accordance with the regulations of Law Decree N°3500, of 1980, and in favor of any other individual or legal entity that complies with the requirements established in the bidding condition.</p>
50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.	<p>Yes</p>
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>According to Article 21 of the Concession Law: “The Ministry will always authorize the transfers to a pledgee, when these transfers are the result of the execution of obligations guaranteed with the pledge that is established in Article 43 hereof, in favor of any financial institution being supervised by the Superintendence of Banks and Financial Institutions, by the Superintendence of Securities and Insurance, or by the Investment Funds authority, regulated by Law N 18.815, or by the Pension Fund Managers authority as established in accordance with the regulations contained in decree law N 3500, of 1980, and, certainly, in favor of any other individual or legal entity meeting the requirements established in the bidding conditions. Should the pledgee fail to meet said requirements, it shall have a qualified operator in the term periods and terms as established in the bidding conditions.”. According to Article 65.2 of the Concession Regulations: In those cases in which authorization is required, the Ministry of Public Works will always consent to the transfer in favor of the pledgee when this is a consequence of obligations guaranteed through the pledge of shares in the favor of any financial entity subject to the supervision of the Superintendence of Banks and Financial Institutions, of the Superintendence of Securities and Insurance, or of the Investment Funds regulated by Law N° 18.815, or of the Pension Fund Managing Companies, established in accordance with the regulations of Law Decree N°3500, of 1980, and in favor of any other individual or legal entity that complies with the requirements established in the bidding condition.</p>
The regulatory framework prescribes	<p>No</p>

that a direct agreement should be signed with the lenders.	
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Other.	No
Please Specify:	n/a
51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 27 of the Concessions Law establishes that: The concession will terminate due to the following causes: 1.- Expiration of the term period at which it was granted, including modifications thereto, if applicable, 2.- Mutual agreement between the Ministry of Public Works and the concession holder. The Ministry may only be a party to the agreement in the creditors having furnished a pledge in their favor as provided in Article 43 would give, in writing, their consent to release it, or would previously accept, in writing, said early termination; 3.- Concession holder's gross non-compliance with its obligations; and 4.- Those as provided in the bidding conditions. Article 28 also regulates the Serious non-compliance Article 27 and 28 of the Concessions Law
51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 28, 28 bis and 28 ter of the Concession Law regulates the effects of the termination in several of the cases and mandates in general "The concession holder will have the right to a compensation equivalent to the value of the investments that have effectively been made for the provision of the service in accordance with the concession contract", specifying a very detailed regulation of how to determine this amount.

Unsolicited Proposals	
34. Are unsolicited proposals in Chile: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)	No
Explicitly allowed by the legal framework?	Yes
Not regulated by the legal framework, but do happen in practice?	No
Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)	No
If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions	Article 2 and Articles 4 to 12 of the Concessions Law (Title II) and the Concessions Regulations allow and regulate the submission of unsolicited proposals (private initiative)
35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any)	According to article 4.2 of the Concessions Regulations unsolicited proposals will be made in accordance with the procedure set forth in the following articles and will comprise two stages. Firstly, and hereinafter referred to as the “Presentation”, the applicant will submit the project for the MOP to decide whether it is of public interest or not. Should the project presented initially be of any public interest, a second stage, hereinafter referred to as the “Proposal” will take place where the applicant will submit the surveys required by the Ministry to evaluate the private initiative idea. Article 5 to 10 of the Concessions Regulations detail the evaluation procedure for unsolicited proposals
35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Article 4 of the Regulation for the Concessions Law, the Ministry of Public Works must evaluate the pre-feasibility of the project. In particular, Article 4.1 establishes that “As provided in Article 2, 2nd paragraph, of MOP Supreme Decree Nº 900, of 1996, both individuals and legal entities may submit bids to the Ministry of Public Works for the execution, repair or conservation of public works, instead of exploitation thereof, through the concession system, provided that, upon submittal

	<p>thereof, the execution of the works through the same system is being analyzed by the MOP. To this effect, the MOP will to at the interested parties' disposal, in January and July of each year, a list of projects selected for their exploitation through the concession system. Deleted from said list will be those projects that have not been bid within a 5-year period as of their entry, save that their remaining thereon is duly substantiated by the MOP".</p>
<p>36. Which of the following options best describe how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.</p>	<p>Yes</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	<p>Article 2 of the Concessions Law provides that the assessment of unsolicited proposals to be made by the MOP must take into account the fulfillment of the regional urban development plans and in the communal, intercommunal and metropolitan regulatory plans, if any. Furthermore, number 1 of Article 4, and clause k) of number 1 of Article 5 of the Concessions Regulations provide that: a) the works to be included in a unsolicited proposal cannot be under the study of the MOP as a potential work to be developed through the system of public concession; and b) the Submission of the project must include the risk associated to the proposal, which consists on the complementarity or competitiveness of the proposal with other projects under study or in execution by the MOP and any other public organization. Also, article 6.1 of the Concessions Regulations establishes that "In order to evaluate whether there is any initial interest in the project submitted, the MOP may review the antecedents with the Ministry of Finance, MIDEPLAN (Ministry of Planning) and other ministries or other competent public entities.</p>
<p>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</p>	<p>No</p>
<p>Please elaborate and provide examples:</p>	<p>n/a</p>

37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 12 of the Concession Regulations states that “The bidding of private initiative projects will take place as provided in Title III hereof” (referring to the general bidding process)</p>
38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 12.c) of the Concession Regulations indicates that “With at least 60 days prior to the opening of the bids Article 21 hereof refers to, the MOP will inform of the content of the economic bid to all bidders interested in the project, through a publication in a newspaper with national circulation or through certified mail addressed to the short-listed bidders, should the procedure would have been started with the pre-evaluation of bidders, as indicated in Article 13 hereof, or to all those who have purchased the bidding conditions in the absence of any pre-evaluation”.</p>
and the time in calendar days:	<p>60</p>
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.	<p>No</p>
39.2 Developer’s fee (reimbursing the original proponent for the project development cost).	<p>Yes</p>
39.3 Bid Bonus.	<p>Yes</p>
39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning	<p>No</p>

bid and win the contract).	
39.5 Other.	No
Please specify:	n/a
Please provide the relevant legal/regulatory provisions (if any):	Articles 8 and 10 of the Concessions Regulations establish a developer's fee and a bid bonus respectively.