

**PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN COSTA RICA****NOTE**

Please note that Costa Rica has a dual regime of PPPs and Concessions. Both regimes are evaluated and scored separately in order to ensure the accuracy of the analysis. This document contains the data for **both** regimes. For your convenience, we have specified the page numbers for when the analysis for each regime begins and ends.

<b>PPP</b>	<b>Concession</b>
Page 2 to Page 31	Page 32 to Page 61

## PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN COSTA RICA (PPP)

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>	Recently, Costa Rican government issued a Regulation with a specific regulatory framework for procuring PPP's under Executive Decree No. 39965-H-MP (Reglamento para los Contratos de Colaboración Público Privada, Decree 39965/2016) promulgated in December 15 <sup>th</sup> , 2016 (hereinafter referred as the "PPP Regulation"). This legal instrument is not a specific Law but a regulatory legal instrument issued by the Executive and that fall under the general framework of the of the General Procurement law (Law No. 7494 of 1995). This new regulatory framework co-exist with previous regulation of General Law of Concessions (Law 7762 of 1998) and related laws and regulations that will be considered in the particular analysis for Concessions in Costa Rica. The following analysis will be based on the content of the PPP Regulation
<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>	<a href="http://presidencia.go.cr/cargas/reglamentoapp.pdf">http://presidencia.go.cr/cargas/reglamentoapp.pdf</a> ; <a href="http://www.pgrweb.go.cr/scij/">http://www.pgrweb.go.cr/scij/</a>
<b>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?</b>	Yes
<b>Please describe:</b>	In December 2016, the Government issued the new regulations for Public-Private Partnerships Contracts (Reglamento para los Contratos de Colaboración Público Privada, Decree 39965/2016). This new regulatory framework creates the specific PPP contract but co-exists with the previous existing regulatory framework for Concessions, both regimes under the general framework of the Law No. 7494 of 1995 General Procurement law (see article 3). Since both regimes are preserved and stay separated, the new PPP regime defined by the new PPP Regulations will be assessed separately in the following analysis (while a differentiated analysis will be provided for the general concession regime).
<b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b>	No
<b>Please describe:</b>	n/a

<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<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>	No
<b>If yes, specify and provide the relevant legal/regulatory provisions:</b>	n/a
<b>4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax</b>	No

<b>incentives, special tax depreciation treatment, etc.)?</b>	
<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 Costa Rica and provide their website(s) (if available):</b>	According to article 1 of the PPP Regulation, the PPP contract is available to any of the institutions mentioned as procuring authorities by the General Procurement Law. In particular, the Executive Power (President and corresponding Minister) must participate in the subscription of the PPP contracts when the object of the contract involves goods of public domain and when the Law requires it.
<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>	The PPP Regulations attribute some specific functions to the Public Credit Department in the Ministry of Finance (in particular, for the definition of fiscal implications and contingencies arising from PPPs.
<b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b>	No
<b>6.2 PPP capacity building for other public authorities.</b>	No
<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	No
<b>6.4 Technical support in implementing PPP projects.</b>	No
<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>	Yes
<b>6.7 Consultation with affected communities on potential impact of PPP projects.</b>	No
<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>	No
<b>6.11 Other</b>	No
<b>6.11 please specify:</b>	n/a

<b>Please provide the relevant legal/regulatory provisions:</b>	PPP Regulations article 15
<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>	According to article 15 of the PPP Regulations there must exist a positive prior opinion of the Public Credit Department of the Ministry of Finance for the determination of fiscal commitments and contingencies.
<b>8.1. Does the Ministry of Finance or Central Budgetary Authority 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>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>	No
<b>Accounting and reporting according to other international standard (e.g. European System of Accounts).</b>	No

<b>Please specify:</b>	n/a
<b>Other.</b>	No
<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 procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?</b>	No
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to article 20 of the PPP Regulations, the General Comptroller will issues regulations regarding the ratification of the PPP Contracts.
<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>	No regulatory basis
<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</b>	Yes

<p><b>system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</b></p>	
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>SNIP-MIDEPLAN, Ley del Sistema Nacional de Inversión Pública. Pursuant to article 14 of the Executive Decree N° 34694-PLAN-H, concessions are included in the SNIP: Studies of pre-investment of public investment projects executed under the concessions modality or by private organizations will form part of the Bank of Public Investment Projects. Also, article 15 of the PPP Regulations states that the procedural regulations issued by the Ministry of National Planning and Economic Policy, the National Public Investment Committee (CONIP) and the Ministry of Finance must be complied with, as established by the regulations issued by the said public bodies when applicable to the procuring authority. If the assessment of the Ministry of National Planning is not approved, the requesting procuring authority will proceed to make the corresponding adjustments within the eight working days following the communication.</p>
<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>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</b></p>	<p>No</p>
<p><b>If yes, please elaborate:</b></p>	<p>n/a</p>
<p><b>The procuring authority does not evaluate PPPs against existing government priorities.</b></p>	<p>No</p>
<p><b>Please elaborate and provide examples:</b></p>	<p>n/a</p>
<p><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></p>	<p>No Data</p>
<p><b>If yes, please specify:</b></p>	<p>n/a</p>

<b>If no, please elaborate:</b>	No projects have been developed under the new PPP regime
<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>	Article 15 of the PPP Regulations. Preparatory actions and other preliminary requirements: In addition to the requirements for the initiation of the procedure provided for in article 7 of the General Procurement Law, due to the special nature of the PPP contracts, pre-investment feasibility study must be conducted, containing project identification, market analysis, technical analysis, environmental analysis, legal and administrative analysis, financial evaluation, cost analysis (when the project does not generate revenue), socioeconomic evaluation of the project and assessment of the social viability of the tariff when applicable. A study for the development of the project through a PPP contract, compared with other forms of financing and administrative contracting, should also be accredited in the file.
<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 Data
<b>Details:</b>	No projects have been developed under the new PPP regime
<b>12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	According to article 15 of the PPP Regulations the pre-investment feasibility study will include a cost analysis (when the project does not generate revenue). Also, according to the second paragraph of the same article the project will be subject to revision by the Public Credit Directorate of the Ministry of Finance regarding fiscal commitments and contingencies.
<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 Data
<b>Details:</b>	No projects have been developed under the new PPP regime



<b>12.3. Risk identification, allocation and assessment (risk matrix)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<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 Data
<b>Details:</b>	No projects have been developed under the new PPP regime
<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>	Article 15 of the PPP Regulations. (...) A study for the development of the project through a PPP contract, compared with other forms of financing and administrative contracting, should also be accredited in the file.
<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 Data
<b>Details:</b>	No projects have been developed under the new PPP regime
<b>12.5. Financial viability or bankability assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Article 15 of the PPP Regulations. Preparatory actions and other preliminary requirements: (...) pre-investment feasibility study must be conducted, containing (...) market analysis, (...) financial evaluation, cost analysis (when the project does not generate revenue), (...)
<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 Data
<b>Details:</b>	No projects have been developed under the new PPP regime
<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>	Article 15 of the PPP Regulations. Preparatory actions and other preliminary requirements: (...) pre-investment feasibility study must be conducted,

	containing (...) market analysis, (...) financial evaluation, cost analysis (when the project does not generate revenue), (...)
<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 Data
<b>Details:</b>	No projects have been developed under the new PPP regime
<b>12.7. Environmental impact assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Article 15 of the PPP Regulations. Preparatory actions and other preliminary requirements: pre-investment feasibility study must be conducted, containing (...) environmental analysis (...).
<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 Data
<b>Details:</b>	No projects have been developed under the new PPP regime
<b>12.8. Consultation process with affected communities on potential impact of the PPP project</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and specify which of the assessments are included in the request for proposals and/or tender documents:</b>	n/a

<b>13.1. Are the assessments published online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>specify the website</b>	n/a
<b>please specify which of the assessments are published online:</b>	n/a
<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>	According to article 12 of the PPP Regulations the tender documents will include a draft of the PPP contract.
<b>If no, please elaborate</b>	n/a
<b>14.1. Are the tender documents published online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and please specify the website:</b>	n/a
<b>15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?</b>	No
<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>	n/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:</b>	No
<b>Procuring authority (or other Government entity)</b>	No
<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>	Yes

<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)</b>	No
<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>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	According to article 12 of the PPP Regulations the contract will establish the obligations of each party regarding environmental issues
<b>16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)</b>	No
<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>	Yes
<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>	No regulatory basis
<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>	No regulatory basis
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<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>	Yes
<b>Please elaborate and provide examples:</b>	No legal requirements other than not having conflicts of interest.
<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>	Article 17 of the PPP Regulations mandates tender process with publication as in accordance with Administrative Procurement Law.
<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.imprentanacional.go.cr/gaceta/">https://www.imprentanacional.go.cr/gaceta/</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</b>	Yes

<b>grant the potential bidders a minimum period of time to submit their bids?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 42 of the General Procurement Law (applicable per article 17 of the PPP Regulations) establishes that for open tender the minimum period of time to submit bids will be 15 days.
<b>and the time in calendar days:</b>	21
<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>	Article 17 of the PPP Regulations refers to the General Public Procurement Law that regulates open tender as one of the options
<b>22.2. Restricted tendering (with pre-qualification stage): Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to article 53 of the General Procurement Law (applicable according to article 17 of the PPP Regulations) states the possibility of using prequalification
<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>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to article 17 second paragraph of the PPP Regulation, the procuring authority can promote direct negotiation mechanisms with the approval of the General Comptroller for a wide range of cases (including complexity or justified necessity of the procuring authority), all according to the provisions of the General Procurement Law (article 2 bis)
<b>22.6. Direct negotiation with only one candidate: Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to article 17 second paragraph of the PPP Regulation, the procuring authority can promote direct negotiation mechanisms with the approval of

	the General Comptroller for a wide range of cases (including complexity or justified necessity of the procuring authority), all according to the provisions of the General Procurement Law (article 2 bis)
<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>	Article 52 of the Public Procurement Regulations regulates the minimum content of the tender documents stating that must describe the type of procedure and stages.
<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>	Article 53 of the Public Procurement Law establishes that the prequalification criteria will be stated in the tender documents
<b>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</b>	No Data
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate:</b>	No projects undertaken under the new PPP Regulations so far
<b>23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 60 of the Public Procurement Regulations provides for the possibility to submit request for clarifications
<b>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority</b>	Yes

<b>disclose those questions and clarifications to all potential bidders?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 60 of the Public Procurement Regulations further regulates that if as a consequence of the consultations the tender documents are modified such modifications should be published in the official gazette. It further states, that even if the clarifications do not imply a modification to the tender documents, the procuring authority will have to disclose them.
<b>23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	No Data
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	No projects so far developed under the PPP Regulations
<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>	It is possible to conduct a conference with the bidders, similar to the one established by article 14 of the Concessions Regulations, as is regulated in article 42.b of the Law 7494 and article 53 of the Regulation 33411.
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	No Data
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	No projects under new PPP regulations
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis



<b>If no, please elaborate:</b>	n/a
<b>26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 55 of the Public Procurement Regulations regulates the evaluation of bids and mandates that the criteria to be use should be the one included 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>	No
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<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>	Yes
<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</b>	According to article 41.d) of the General Public Procurement Law the award will be publish in "La Gazeta"

<b>legal/regulatory provisions (if any):</b>	
<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.imprentanacional.go.cr/gaceta/">https://www.imprentanacional.go.cr/gaceta/</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>	No regulatory basis
<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>	No regulatory basis
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and the time in calendar days:</b>	n/a
<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>	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>31.1. Based on your experience, is it always the case that this restriction is respected in practice?</b>	No Data
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	No projects under new PPP regulations developed so far
<b>32. Does the procuring authority publish the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP contract including all its annexes and appendixes</b>	n/a
<b>Publication of the full PPP contract without including all its annexes and appendixes</b>	n/a
<b>Publication of a summary of the PPP contract without publishing the full PPP contract</b>	n/a
<b>Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes</b>	n/a
<b>Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes</b>	n/a
<b>32.2. If yes, is it published online?</b>	n/a
<b>If yes, please specify the website:</b>	n/a
<b>32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a

PPP Contract Management	
<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>	Article 11 of the PPP Regulations states that the procuring authority will oversight the execution of its responsibilities by the private partner
<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, specific processes, insurance regime, etc.)</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>41.2. Which of the following options best describes the required qualifications of the PPP contract management</b>	n/a

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.	
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):	According to article 11 of the Regulation 39965, the procuring authorities must supervise the performance of the contract by the private partner
42.1. If yes, is the PPP contract construction performance information made available to the public?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
42.2. If yes, is the PPP contract construction performance information made publicly available online?	No
If yes, please specify the website:	n/a
43. Does the procuring or contract management authority establish a monitoring and evaluation	Yes

system of the PPP contract implementation after construction?	
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 11 of the PPP Regulations states that the procuring authority will oversee the execution of its responsibilities by the private partner
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	No
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	No
Relevant legal/regulatory provisions (if any)	n/a
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	No
Relevant legal/regulatory provisions (if any)	n/a
The PPP contract performance information must be available to the public	No
Relevant legal/regulatory provisions (if any)	n/a
43.2. Is PPP contract performance information made publicly available online?	No
If yes, please specify the website:	n/a
44. Are foreign companies prohibited from repatriating	No

<b>the income resulting from the operation of a PPP project?</b>	
<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 10 of the PPP Regulations refer to the General Procurement Law regarding assignment of the PPP contract. Also article 11 of the PPP Regulations regulates the constitution of a specific company for the PPP but does not expressly regulate any changes in the shareholding of it. Article 36 of the General Procurement Law requires approval of the General Comptroller when the assignment implies more than a 50 % of the value of the contract
<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>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<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</b>	n/a

<b>contractual provisions (if any):</b>	
<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>	According to article 14 of the PPP Regulations, modification of the contract are regulated by the General Procurement Law.
<b>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	According to article 12 of the General Procurement Law (referred by article 14 of the PPP regulations) the object of the contract can be increased, reduced or modified up to a 50 %
<b>A change in the risk allocation 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 financial and/or economic balance of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	According to article 14 of the PPP Regulations a change in the economic balance of the PPP contract gives compensation rights to the private partner. This is further regulated in the tender documents according to article 8 of the PPP Regulations.
<b>A change in the duration of the contract.</b>	No



If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the agreed price or tariff.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
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 12 of the General Procurement Law (referred by article 14 of the PPP regulations) the procuring authority can unilaterally modify the contract (up to a 50 %)
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):	Regulated in article 11 of General Public Procurement Law that specifies the rights of the contractor when a contract is terminated in cases of force majeure.
Material Adverse government action .	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Change in the Law.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Refinancing.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	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>	Article 9 regulates subcontracting for PPPs
<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>	Article 219 of the General Public Procurement Regulations
<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>	Article 219 of the General Procurement Regulations regulated the possibility of arbitration
<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>	The arbitration awards are enforceable by the local courts, according to article 43 of the Political Constitution of Costa Rica, every person has the right to terminate their pecuniary differences by arbitrators and the arbitration awards are obligatory for the parties and enforceable by common procedures. Different national laws and regulations further regulate arbitration and their enforceability
<b>International arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory</b>	Costa Rica is signatory of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (New York Convention).

<b>provisions/standard contractual provisions (if any):</b>	
<b>Investor-State arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Costa Rica is signatory of the ICSID Convention
<b>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?</b>	No
<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</b>	n/a

<b>agreement should be signed with the lenders.</b>	
<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 contractual provisions (if any):</b>	n/a
<b>Other.</b>	n/a
<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>	Article 13 of the PPP Regulations establishes the causes for early termination of the PPP 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>	According to article 13 of the PPP Regulations if the procuring authority is responsible for the early termination, the procuring authority will recognize the damages and losses caused and for which it should be responsible.
<b>Unsolicited Proposals</b>	
<b>34. Are unsolicited proposals in Costa Rica: (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>	No

<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 done in practice, skip to section F)</b>	Yes
<b>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</b>	Private initiative is not regulated specifically in the PPP regulations and has not happened in practice
<b>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</b>	n/a
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b>	n/a
<b>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<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 other government investment priorities.</b>	n/a
<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</b>	n/a

<b>procedures to achieve that goal.</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</b>	n/a
<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>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and the time in calendar days:</b>	n/a
<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>	n/a
<b>39.2 Developer's fee (reimbursing the original proponent for the project development cost).</b>	n/a
<b>39.3 Bid Bonus.</b>	n/a
<b>39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).</b>	n/a
<b>39.5 Other.</b>	n/a

<b>Please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a

## PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN COSTA RICA (CONCESSION)

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>Until recently, the Costa Rican government had not created a specific regulatory framework for procuring PPP's with that denomination, though this kind of partnerships have been regulated by the application of the following laws in which the present analysis will be based: General Law of Concessions (Law 7762 of 1998) as modified by Law 8696 of 2008, Law 8643 of 2008 and Law 8114 of 2001 (hereinafter, the "Concessions Law") as well as the General Concession of Public Works with Public Services Regulation No 27098-MOPT (the Concessions Regulations) and the Regulation of Private Sector Projects Concession of Public Works or Public Works Concession with Public Service No. 31836 -MOPT (the Unsolicited Proposal Regulation). Other related laws are: article 3 of the General Procurement law (Law No. 7494 of 1995); Constitutive Law of the Aqueduct and Sewer Authority (Law 2726 of 1961); Telecommunication Sector Modernization Law (Law 8660 of 2008); Municipal Code ( Law 7794 of 1998); Regulation Law of the activity of the Public Companies Mixed Economy (Law 8828 of 2010). In addition to these regulations, on December 15, 2016, Executive Decree N 39965-H-MP was approved, by way of which the Public Private Collaboration Contract is regulated.</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 href="http://www.cnc.go.cr">www.cnc.go.cr</a>; <a href="http://www.pgrweb.go.cr/scij/">http://www.pgrweb.go.cr/scij/</a></p>
<b>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?</b>	Yes
<b>Please describe:</b>	<p>In December 2016, the Government issued the new regulations for Public-Private Partnerships Contracts (Reglamento para los Contratos de Colaboración Público Privada, Decree 39965/2016). This new regulatory framework creates the specific PPP contract but co-exist with the previous existing regulatory framework for Concessions, both regimes under the general framework of the Law No. 7494 of 1995 General Procurement law (see article 3). Since both regimes are preserved and stay separated, the new PPP</p>



	regime defined by the new PPP Regulations will be assessed separately. The following analysis will focus on the applicable rules for Concessions.
<b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b>	No
<b>Please describe:</b>	n/a
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	According to article 2 regarding the scope of the Concession Law, energy services are excluded from the application of the Concessions Law.
<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>	According to article 2 regarding the scope of the Concession Law, telecommunications are excluded from the application of the Concessions Law.
<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>	For the specific cases of the Ports of Limón, Caldera and Puntarenas projects cannot be granted as a concession; just new works can be procured according to the Concession Law.
<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>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provision (if any):</b>	According to article 44 of Law 7762, the concessionaire and its subcontractors will be exempt from paying the following taxes: Tariffs of import, selective consumption and any other taxes for local purchases and the importation of the assets necessary to execute the concession, provided they are incorporated in the work or are directly necessary to provide the services, and of the equipment directly required for the construction of the work, its maintenance or the provision of the public service. According to this article, for any exemption procedure, the Ministry of Finance will require prior recommendation from the granting Administration
<b>5. Please identify the PPP procuring authorities in Costa Rica and provide their website(s) (if available):</b>	In general according to article 5 of the Concessions Law the National Concessions Council (Consejo Nacional de Concesiones, <a href="http://www.cnc.go.cr">www.cnc.go.cr</a> ) will be conducting the procurement process for Concessions. When the object of the Concession belongs to a decentralized entity or to a State Owned Enterprise they might agree for the National Concession Council to also conduct the procurement process of do it themselves following the Concession Law.
<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>	National Concessions Council (Consejo Nacional de Concesiones, <a href="http://www.cnc.go.cr">www.cnc.go.cr</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 potential impact of PPP projects.</b>	No
<b>6.8 Approval of PPP projects.</b>	Yes
<b>6.9 Undertaking the procurement of PPPs.</b>	Yes
<b>6.10 Oversight of PPP implementation.</b>	Yes
<b>6.11 Other</b>	No
<b>6.11 please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions:</b>	Concessions Law article 8
<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>	No regulatory basis
<b>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to article 5 of the Concession Law, the Ministry of Finance will also be required to sign the Concession contract.
<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</b>	No

alternatives best describes the regulation?: Accounting and reporting according to International Public Sector Accounting Standards (IPSAS).	
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.)?	No
If yes, please specify the relevant authority	n/a
and provide the relevant legal/regulatory provisions (if any):	n/a
9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before signing the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to article 5 the contract will be subscribed by the National Concession Council, the relevant Ministry depending on the object of the Contract and the President of the Republic (besides the Ministry of Finance as already mentioned). Moreover, according to article 30 of the Concession Law the General Comptroller must ratify the Concession Contract. The Ministry of Planning has also a seat in the board of the CNC.
10. Does the procuring authority use transaction advisors during the PPP project cycle?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
11. In a case comparable to the case study assumptions, please select the option that	Yes

<p><b>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.</b></p>	
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>SNIP-MIDEPLAN, Ley del Sistema Nacional de Inversión Pública. Pursuant to article 14 of the Executive Decree N° 34694-PLAN-H, concessions are included in the SNIP: Studies of pre-investment of public investment projects executed under the concessions modality or by private organizations will form part of the Bank of Public Investment Projects.</p>
<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>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</b></p>	<p>No</p>
<p><b>If yes, please elaborate:</b></p>	<p>n/a</p>
<p><b>The procuring authority does not evaluate PPPs against existing government priorities.</b></p>	<p>No</p>
<p><b>Please elaborate and provide examples:</b></p>	<p>n/a</p>
<p><b>11.1. Based on your experience, is it always the case that this prioritization is done in practice in</b></p>	<p>No</p>

<b>accordance with the provisions of the regulatory framework described above?</b>	
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	Pursuant to article 14 of Regulation 34694, concessions are included in the SNIP. However Law 9397 and Law 9292 were issued to create a new and special vehicle and procedure to develop infrastructure projects considered as urgent outside of the scope of the SNIP. In general the majority of the contributors do not agree with the statement that consistency is always respected in practice.
<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>	According to article 7 of the Concession Regulations, the preparation of a Concession must include: 7.2.1 General Studies: those designed to determine whether there is sufficient technical, social and economic evidence to justify the object of the concession.
<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>	Contributors answering the question do so affirmatively
<b>12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<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>	Contributors answering this question confirmed
<b>12.3. Risk identification, allocation and assessment (risk matrix)</b>	Yes

<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<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>	Contributors answering this question confirmed
<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>	No regulatory basis
<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 contributors that answered the question confirmed this
<b>12.5. Financial viability or bankability assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	According to article 7 of the Concession Regulations: 7.2.3 Feasibility studies are those that establish whether a draft concession is economically and socially profitable, and financially and technically feasible.
<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>	Contributor who answered did so affirmatively
<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>	No regulatory basis
<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>	Contributor who answered did so affirmatively
<b>12.7. Environmental impact assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Concession Law article 21 and Concession Regulations: 7.2.4 The feasibility studies should incorporate the environmental studies determined by the Ministry of Environment and Energy
<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>	Contributor who answered did so affirmatively
<b>12.8. Consultation process with affected communities on potential impact of the PPP project</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<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):</b>	No regulatory basis
<b>and specify which of the assessments are included in the request for proposals and/or tender documents:</b>	The tender notice includes a summary and reference to the assessments. In the case of the Moin Container Terminal, this reference is made to a 2008 Master Plan also published online.
<b>13.1. Are the assessments published online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>specify the website</b>	n/a



<b>please specify which of the assessments are published online:</b>	n/a
<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>	According to article 12 of the Concession Regulations the tender documents will include a draft of the Concession contract.
<b>If no, please elaborate</b>	n/a
<b>14.1. Are the tender documents published online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and please specify the website:</b>	n/a
<b>15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?</b>	No
<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>	n/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>	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>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.2. Obtaining the required environmental permits: 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>	According to article 21.1 of the Concessions Law the CNC will process and obtain the required environmental impact declaration before the Ministry of Environment and Energy.
<b>16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)</b>	No
<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>	Yes
<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>	No regulatory basis
<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>	No regulatory basis
<b>PPP Procurement</b>	
<b>18. Which of the following options best describes the required qualifications of the</b>	No

<b>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>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<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>	Yes
<b>Please elaborate and provide examples:</b>	No legal requirements other than not having conflicts of interest.
<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>	According to article 21 of the Concession Law the procurement notice will be published in the official gazette.
<b>19.1. If yes, is the public procurement notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	<a href="http://www.cnc.go.cr">www.cnc.go.cr</a> and <a href="https://www.imprentanacional.go.cr/gaceta/">https://www.imprentanacional.go.cr/gaceta/</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>	Article 17 of the Concession Regulations: 45 business days (Public Works) and 60 business days (Public Services)

<b>and the time in calendar days:</b>	63
<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>	Article 23 of the Concessions Law provides for public tender to be the selection procedure for Concessions
<b>22.2. Restricted tendering (with pre-qualification stage): Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to article 11 of the Concession Regulations, whenever the Public Administration considers it necessary, a prequalification stage may be included in the procurement procedure.
<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</b>	Yes

<b>providing the same information to all the bidders?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 12 of the Concession Regulations that establishes among the content of the tender documents the terms and conditions for the different stages of the procurement procedure that might include prequalification if so specified according to article 11
<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>	No regulatory basis
<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 contributors answered affirmatively
<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
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 14 of the Concession Regulations establish the possibility of asking for clarifications.
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 14 of the Concessions Regulations further regulates that if as a consequence of the consultations the tender documents are modified such modifications should be published in the official gazette. It further states, that even if the clarifications do not imply a modification to the tender documents, the procuring authority will have to disclose them.
<b>23.2. Based on your experience, is it always the case that this disclosure of</b>	Yes

<b>information is done in practice?</b>	
<b>If yes, please specify:</b>	Majority of contributors confirm
<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>	Article 14 of the Concessions Regulations elaborates that following the written question a formal session will be held to treat them and a decision will be taken afterwards.
<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>	Article 14 of the Concessions Regulations further regulates that if as a consequence of the consultations the tender documents are modified such modifications should be published in the official gazette. It further states, that even if the clarifications do not imply a modification to the tender documents, the procuring authority will have to disclose them.
<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>	Majority of contributors answered affirmatively
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>If no, please elaborate:</b>	n/a
<b>26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?</b>	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to article 28.2 of the Concession Law the: “The application of the evaluation criteria and the method for their calculation will be defined in the procurement notice”.
<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>	No
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<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>	Yes
<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>	According to article 27.3 of the Concession Regulations: “The award agreement will be duly reasoned and published in “La Gaceta””
<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.imprentanacional.go.cr/gaceta/">https://www.imprentanacional.go.cr/gaceta/</a> <a href="http://www.cnc.go.cr">www.cnc.go.cr</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>	No regulatory basis
<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>	No regulatory basis
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and the time in calendar days:</b>	n/a
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>31.1. Based on your experience, is it always the case that this restriction is respected in practice?</b>	Yes
<b>If yes, please specify:</b>	Majority of contributors answered affirmatively
<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>	No regulatory basis
<b>32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP contract including all its annexes and appendixes</b>	Yes
<b>Publication of the full PPP contract without including all its annexes and appendixes</b>	No
<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.cnc.go.cr">www.cnc.go.cr</a>
<b>32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<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>	Article 36 and following of the Concession Law regulate the regime for the implementation of the Concession contract. Similarly, articles 47 and following of the PPP Regulations further detail the regime for the implementation of the Concession contract
<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>	Yes
<b>Relevant legal/regulatory provisions (if any):</b>	Article 48.2 of the Concession Regulations indicates that: For the effective exercise of the oversight and control responsibility, the procuring authority will designate a body that will assume the obligation to promptly take the measures necessary for the concessionaire to comply with the conditions, specifications and deadlines established in the contract and other obligations implicit in it, for the execution of the work or the operation of services .
<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, specific processes, insurance regime, etc.)</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>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</b>	No

specified and/or its members are required to meet detailed qualifications.	
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.	No
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.	Yes
Please elaborate and provide examples:	No specific regulation about their qualifications is provided by the regulatory framework
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):	Article 48.3 of the Concessions Regulation includes among the duties of the contract management team the control of the execution of the works
42.1. If yes, is the PPP contract construction performance information made available to the public?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
42.2. If yes, is the PPP contract construction performance information made publicly available online?	No
If yes, please specify the website:	n/a
43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Articles 36 and 37 of the Concessions Law and Article 48 of the Concessions Regulations establish the powers to oversight and control the implementation of the Concession
<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>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>The procuring or contract management authority must periodically gather information on the performance of the PPP contract</b>	Yes
<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>	Yes
<b>If yes, please specify the website:</b>	<a href="http://www.cnc.go.cr">www.cnc.go.cr</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 30 and 31 of the Concession Law and article 45 of the Concession Regulations regulate the composition and formation of the SPV to implement the Concession and also changes to its structure.
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	According to article 31: If one of the partners is a construction company and this society want to leave the Concession, that is only possible if: a) owns less than forty-nine percent (49%) of the capital; b) gives the participation to one of the other partners; c) it has completed the construction phase of the award, having received the granting authority under the works envisaged for this stage, according to the provisions of the poster and the contract.
<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>	According to article 45.4 of the Concession Regulations: To authorize the transfer of rights and obligations of the concessionaire or transfer of the shares of the concessionaire, the procuring authority should verify that the characteristics and conditions of the potential assignee improve and not adversely affects the attainment of public interest pursued by the grant, according to the stage of implementation
<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</b>	In other cases flexibility to change the ownership of the contract

<b>contractual provisions (if any):</b>	
<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 48 of the Concessions Law regulates modifications of the Concession contract due to new investment agreed.
<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>	Article 48 requires approval of the General Comptroller for the new investments
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	The procurement notice shall fix the maximum amount of investment that the private partner can be obliged to make under the provisions of the preceding paragraph and the maximum term within which the procuring authority may order modification the works. In any case, the changes may not exceed twenty five percent (25%) of the total amount of the initial investment as agreed in the concession contract.
<b>A change in the risk allocation 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 financial and/or economic balance of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 17 grants the private partner the right to request the economic rebalance of the contract
<b>A change in the duration of the contract.</b>	Yes

<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	According to article 57 of the Concession Law: 1. If there is public interest and supported in technical studies, the concession may be extended during. For that, the procuring authority must obtain the approval of the Comptroller General of the Republic 2. The sum of the original term plus approved extensions shall not exceed the term maximum established for any concession in the first paragraph of Article 56 (50 years).
<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 47 of the Concessions Regulations, the procuring authority can unilaterally modify a PPP contract while is in execution stage, but only for Public Interest, as described on article 113 of Public Administration Law, and can never go over +25% increase of the total amount initially stipulated.
<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 contractual provisions (if any):</b>	According to article 16 of the Concession Law and article 52 of the Concession regulations force majeure might be compensated with an extension of the Concession period. According to article 58 of the Concession Law it might also imply a temporal suspension of the Concession.
<b>Material Adverse government action .</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	According to article 60 of the Concessions Law, impossibility to carry on the Concession due to government actions can result in its termination
<b>Change in the Law.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Refinancing.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard</b>	Article 31 regulates the modification of established user fees. Also, articles 46 and 47 regulates the financing of the Concession and required the private partner to communicate any changes in the financial structure.

<b>contractual provisions (if any):</b>	
<b>Subcontracting and replacement of the subcontractors.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 68 allows the private partner to subcontract
<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>	Article 39 of the Concession Law regulates alternative resolution of disputes in Concessions and allow for either establishing a specific dispute resolution mechanism in the contract or to recourse to arbitration.
<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>	Article 39 of the Concession Law regulates alternative resolution of disputes in Concessions and allow for either establishing a specific dispute resolution mechanism in the contract or to recourse to arbitration.
<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>	The arbitration awards are enforceable by the local courts, according to article 43 of the Political Constitution of Costa Rica, every person has the right to terminate their pecuniary differences by arbitrators and the arbitration awards are obligatory for the parties and enforceable by common procedures. Different national laws and regulations further regulate arbitration and their enforceability
<b>International arbitration</b>	Yes



<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Costa Rica is signatory of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (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>	Costa Rica is signatory of the ICSID Convention
<b>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?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 61 of the Concessions Law establishes a specific procedure to follow increases in which the concessionaire is in financial difficulty prior to insolvency: the insolvent concessionaire can request from a local civil judge declaration of suspension of payments for a maximum period of three months. If the bankruptcy continues, the concession will be given to other bidder.
<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</b>	n/a

<b>contractual provisions (if any):</b>	
<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 contractual provisions (if any):</b>	n/a
<b>Other.</b>	n/a
<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>	The Concession Law sets forth grounds for contract termination (article 59) as well as grounds for contract expiration (article 60). Grounds for contract termination are: i) Lack of constitution of the guarantees stipulated in the contract, and ii) Any gross un-fulfillment to the obligations stipulated in the contract. Grounds for contract extinction are: i) Expiration of the concession period; ii) Impossibility of fulfillment in virtue of State actions; iii) Termination by public interest; iv) agreement by the Administration and the private party; v) Contract termination in virtue of gross un-fulfillment to private party's obligations; and vi) Any other stipulated in the contract Articles 59 and 60 of the Concessions Law
<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>	Articles 60 to 63 of the Concession Law and articles 78 and 79 of the Concession Regulations. Specifically, article 63 of the Concessions Law regulates the compensation for extinction and states that: In determining the compensation, the concepts to be taken into account are actual investment, a

	utility to fifty percent (50%) of the lost profits as well as the current state of the goods and losses that may have been caused.
<b>Unsolicited Proposals</b>	
<b>34. Are unsolicited proposals in Costa Rica: (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 done in practice, skip to section F)</b>	No
<b>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</b>	Articles 20 of the Concessions Law allow and briefly regulate unsolicited proposals. Unsolicited proposals are further regulated in detail by the Executive Decree 31836-MOPT (hereinafter referred as “the Executive Decree 31836”)
<b>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b>	According to article 20 of the Concessions Law: The procuring authority will examine unsolicited proposals, and if considered feasible, of public interest and consistent with the National Development Plan, shall procure them. The process to evaluate unsolicited proposals is regulated in detail in the Executive Decree 31386 (articles 14 and following). Article 14 summarize the process explaining that: The proposal of the private sector will be in accordance with the procedure laid down in Articles following and comprise two stages. In the first, hereinafter “application”, the proponent will deliver the information and preliminary studies of the project - profile or prefeasibility level, depending on the nature and magnitude of the project so the procuring authority can assess whether the project lies within its sphere of competence, whether it is possible to be granted in concession of work public or work with public service and whether public interest in their implementation. In the case that procuring authority, in a duly reasoned decision, indicates that there is public interest in the project in accordance with the terms approved by the Administration will start a second stage, hereinafter “proposition”, in which the proponent will submit the necessary studies to determine the technical and financial feasibility, and their social, environmental and legal feasibility (...).
<b>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before</b>	Yes

<b>fully assessing the unsolicited proposal?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	As specified above, article 20 of the Concessions Law establish a two stage evaluation procedure for unsolicited proposals
<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 other government investment priorities.</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	Articles 14 to 19 of the Executive Decree 31386 contains a specific procedure for the evaluation of unsolicited proposals that, among other thing have to take into account their consistency with the National Development Plans as required by article 20 of the Law.
<b>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<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>	Article 20 of the Concession Law states that the original proponent will participate in equality with other bidders in the competitive procurement process to award the Concession. Following this provision, article 24 of the Executive Decree 31836 establishes that the procuring authority will be ultimately responsible to prepare the public procurement notice and, if the unsolicited proposal is accepted, will proceed to the call for tenders in maximum 1 year since the final approval of the unsolicited proposal. Also,

	article 36 of the same Executive Decree 31836 establish that the procurement process will follow the same rules applicable for other Concessions.
<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>	Article 36 of the same Executive Decree 31836 establish that the procurement process will follow the same rules applicable for other Concessions: Article 17 of the Concession Law establishes the following periods: 45 Public Works) and 60 days (Public Services)
<b>and the time in calendar days:</b>	63
<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>	Yes
<b>39.3 Bid Bonus.</b>	No
<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
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	The developers fee is regulated in articles 31 to 34 of the Executive Decree 31836. Specifically, article 31.2 states that: If the procurement process results in a signed contract and the original proponent is not the winner or part of the winning consortium, the proponent will have the right to recover the amount that the Administration has accepted as development costs project and established in the bid.