



**PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN DENMARK**

| SURVEY QUESTION   | ANALYSIS  |
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| <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>Danish law does not contain a specific act on procurement of PPPs. PPPs in Denmark are mainly governed by the general act on public procurement: Act no. 1564 of December 15, 2015 on public procurement (“the Public Procurement Act”). The Public Procurement Act entered force on January 1, 2016 and is the Danish implementation of the European Parliament and the Council’s Directive no. 2014/24/EU of February 26, 2014 on public procurement. (Prior to 1 January 2016, procurement of PPP’s was governed by the European Parliament and the Council’s Directive no. 2004/18/EU, which was implemented into Danish law by an executive order.)</p> <p>The Concession Directive (Directive 2014/23/EU) and its transposition into Danish law, Executive Order no. 1625 on the award of concession contracts – even though in principle applicable to PPP projects – are not used for the procurement of PPPs in Denmark as the country does not use “user pays” or a “right to exploit” as a payment mechanism to compensate the private partner. Therefore, our analysis will be based on the public procurement law.</p> <p>We note that exceptionally, and with a broader definition of infrastructure, PPP’s have been used in parking structures, where the contract includes user pays.</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>  | <a href="http://www.kfst.dk/media/46419/the-public-procurement-act.pdf">http://www.kfst.dk/media/46419/the-public-procurement-act.pdf</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> | No  |
| <b>Please describe:</b>   | n/a   |
| <b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b>   | No  |
| <b>Please describe:</b>   | n/a   |

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| <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?:<br/>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  |

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| <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 Denmark and provide their website(s) (if available):</b>  | <p>The procuring authority depends on the project: Governmental authorities, municipalities, regions... In relation to an infrastructure project in the transport sector, e.g. a highway (the case study assumption), the procuring authority will most likely be the Danish Road Directorate. The Danish Road Directorate is responsible for the state-owned roads in Denmark. An English version of its website is available here:<br/> <a href="http://www.vejdirektoratet.dk/EN/Pages/default.aspx">http://www.vejdirektoratet.dk/EN/Pages/default.aspx</a></p> <p>Examples of entities are:<br/> (1) The Competition and User Authority, that made the standard contract for PPP's. <a href="https://www.en.kfst.dk/">https://www.en.kfst.dk/</a><br/> (2) and The Danish Building and Property Agency, which functions as procuring authority for larger building PPP projects for the state.<br/> <a href="https://www.bygst.dk/english/about-">https://www.bygst.dk/english/about-</a></p> |
| <b>6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?</b> | No   |
| <b>If yes, please indicate its name, and its website (if available):</b>   | n/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>                          | 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>  | No   |
| <b>6.7 Consultation with affected communities on potential impact of PPP projects.</b>   | No   |
| <b>6.8 Approval of PPP projects.</b>   | No   |

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| <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>   | n/a   |
| <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>       | No  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | n/a   |
| <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>   | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | All European countries follow the European System of Accounts (ESA 2010)                |
| <b>Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>  | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | As part of the European Union, Denmark follow the European System of Account 2010 (ESA) |
| <b>8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting according to</b> | No  |

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| <b>International Public Sector Accounting Standards (IPSAS).</b>  |                     |
| <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>  | No                  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | n/a                 |
| <b>10. Does the procuring authority use transaction advisors during the PPP project cycle?</b>  | Yes                 |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | 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</b>     | No                  |

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| <p><b>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>  | n/a   |
| <p><b>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</b></p>  | No  |
| <p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>  | n/a   |
| <p><b>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</b></p>  | Yes   |
| <p><b>If yes, please elaborate:</b></p>  | Although the regulatory framework does not include a provision regarding prioritization of PPP projects among prioritization of other investment projects, the procuring authority in Denmark evaluates the consistency of PPPs with other government investment priorities in practice |
| <p><b>The procuring authority does not evaluate PPPs against existing government priorities.</b></p>   | No  |
| <p><b>Please elaborate and provide examples:</b></p>   | n/a   |
| <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>  | Yes   |

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| <b>If yes, please specify:</b>  | According to our contributors, the procuring authority in Denmark evaluates the consistency of PPPs with other government investment priorities in practice |
| <b>If no, please elaborate:</b>   | n/a   |
| <b>12.1 Which of the following assessments are conducted when identifying and preparing a PPP in order to inform the decision to proceed with it? (check all that apply): Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)</b> | 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>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>   | The affordability assessment, including the identification of the required long term public commitments, is done in practice                                |
| <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   |

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| <b>Is the assessment done in practice?</b>   | Yes  |
| <b>Details:</b>  | A risk identification and assessment is done in practice when identifying and preparing a PPP project in Denmark |
| <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> | 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>12.5. Financial viability or bankability assessment</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>12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the 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>12.7. Environmental impact assessment</b>   | Yes  |
| <b>Relevant legal/regulatory provision (if any)</b>  | All European countries follow directive 2011/92  |

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| <b>Is there a specific methodology for the assessment?</b>  | Yes   |
| <b>If yes, please elaborate</b>   | The methodology is provided in directive 2011/92 and followed by all European countries                         |
| <b>Is the assessment done in practice?</b>  | Yes   |
| <b>Details:</b>   | The environmental impact assessment is done in practice when identifying and preparing a PPP project in Denmark |
| <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   |

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| <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>14.1. Are the tender documents published online?</b>   | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | Section 132 provides that: A contracting authority shall provide free, direct and full electronic access to the procurement documents from the date of publication of the contract notice to the Official Journal of the European Union. However, cf. (2). The contracting authority shall state the electronic address at which access to the procurement documents is granted in the contract notice. (2) Based on the specific nature of the procurement documents or owing to confidentiality, cf. section 5(2), the contracting authority may omit to provide free, direct and full electronic access to certain elements of the procurement documents. In these situations, the contracting authority shall state where and how access can be obtained for these elements of the procurement documents. |
| <b>and please specify the website:</b>  | The tender documents would be revealed on TED and on the website of the relevant authority – for example in relation to a Harbor tunnel in Copenhagen: <a href="http://www.vejdirektoratet.dk/DA/vejprojekter/ostlig-ringvej/Dokumenter/Sider/default.aspx">http://www.vejdirektoratet.dk/DA/vejprojekter/ostlig-ringvej/Dokumenter/Sider/default.aspx</a><br><br>If the tender was made by a municipality the tender documents would be revealed on their website or send to bidders that had showed interest based on official statements made by the municipality.   |
| <b>15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?</b>   | Yes   |
| <b>If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:</b>   | Standard model for public-private partnerships: <a href="http://www.kfst.dk/media/2884/20161221-opp-standardmodel-nyanlaeg.pdf">http://www.kfst.dk/media/2884/20161221-opp-standardmodel-nyanlaeg.pdf</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  |

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| <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>  | No regulatory basis |
| <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>                     | 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>16.5. Obtaining the required right of way: 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                  |

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| <b>To be established in the contract</b>   | Yes  |
| <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>  | The Public Procurement Act does not contain any provisions about required qualifications of the bid evaluation committee members. In practice, each procuring authority decides the composition of the committee, and in general, the members will have a mix of different technical expertise depending on the need of each project   |
| <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>  | <p>According to Section 128 of the Public Procurement Act: A contracting authority shall use contract notices for invitations to submit tenders in connection with all procedures except negotiated procedures without prior publication, cf. sections 80-83.</p> <p>(2) The contract notice shall include the information stated in Annex V, Part C of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (the Official Journal of the European Union 2014, No. L 94, page 65).</p> <p>(3) The contract notice shall be prepared on the standard forms of the European Commission, sent to the Publications Office of the European Union electronically and published in accordance with Annex VIII to Directive 2014/24/EU of the European Parliament and of the Council of 26 February</p> |

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|   | 2014 on public procurement and repealing Directive 2004/18/EC (the Official Journal of the European Union 2014, No. L 94, page 65).   |
| <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://ted.europa.eu/TED">http://ted.europa.eu/TED</a><br><a href="http://www.udbud.dk">www.udbud.dk</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>  | The minimum period of time as well as the relevant provisions depend on which tender procedure is applied. In open procedures, the minimum period of time is 35 days from the day following the date where the contract notice is sent, cf. Section 57(2) of the Public Procurement Act. In restricted procedures and negotiated procedures, the minimum period of time for receipt of requests to participate is 30 days from the day following the date where the contract notice is sent, cf. Section 59(2) and 63(2) of the Public Procurement Act, respectively, and the minimum period of time for receipt of bids is 30 days from the day following the date where the invitation to submit bids is sent to the selected participants, cf. Section 60(2) and 65(2) of the Public Procurement Act, respectively. With respect to competitive dialogues, the Public Procurement Act only sets a minimum period of time for receipt of requests to participate, which is 30 days from the day following the date where the contract notice is sent, cf. Section 68(5). The act does not set a minimum period of time for the dialogue participants to submit their bids, but only states that the time limit must be appropriate, cf. Section 71(2) |
| <b>and the time in calendar days:</b>   | 35  |
| <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>   | Sections 56 and 57 of the Public Procurement Act provide for open procedure as one of the available procurement procedures and designs available to choose from   |
| <b>22.2. Restricted tendering (with pre-qualification stage): Available</b>   | Yes   |

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| <b>Default</b>  | No  |
| <b>Relevant legal/regulatory provision (if any)</b>   | Sections 58,59 and 60 of the Public Procurement Act provide for restricted tendering as one of the available procurement procedures and designs available to choose   |
| <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>  | Yes   |
| <b>Default</b>  | No  |
| <b>Relevant legal/regulatory provision (if any)</b>   | Sections 66 to 72 of the Public Procurement Act provide for Competitive dialogue as one of the available procurement procedures and designs available to choose from  |
| <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>   | Innovation partnerships   |
| <b>Available</b>  | Yes   |
| <b>Default</b>  | No  |
| <b>Relevant legal/regulatory provision (if any)</b>   | Directive 2014/24/EU on public procurement Article 31 (§73-79 of the Danish Public Procurement Act) allow for innovation partnership  |
| <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>  | Regarding the competitive dialogue, it is specifically stated in Section 68(2) that the anticipated dialogue procedure, including whether successive stages will be applied in order to limit the number of solutions, must be described in the tender documents.<br>Also, regarding the negotiated procedure, it is specifically stated in Section 62(2) of the Public Procurement Act that the authority shall describe the anticipated process, including whether the negotiations will take place in successive stages and whether the numbers of tenderers will be reduced. In general, for the other procurement procedures, the obligation for the |

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|   | procuring authority to describe the process in the tender documents stems from the general principles of equal treatment and transparency.  |
| <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>  | The authority is obliged to describe any prequalification criteria, i.e. requirements to economies and financial standing and/or technical and professional ability, in the contract notice, cf. Section 140(2) of the Public Procurement Act. If the authority will only prequalify a limited number of candidates, the authority shall also state in the contract notice the number of candidates which the authority intends to prequalify and the objective and non-discriminatory criteria, which the selection will be made in accordance with, cf. Section 145(3) of the Public Procurement Act. |
| <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>  | In practice, the specified criteria are respected, otherwise the authority risks that complaints would be submitted to the Complaints Board.  |
| <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>  | According to Article 34.3 if the New European Directive, "Provided that it has been requested in good time, the contracting authorities and contracting entities or competent departments shall supply to all applicants or tenderers taking part in the concession award procedure additional information relating to the concession documents not later than six days before the deadline fixed for the receipt of tenders."  |
| <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>  | No regulatory basis   |
| <b>23.2. Based on your experience, is it always the</b>   | Yes   |

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| <b>case that this disclosure of information is done in practice?</b>   |  |
| <b>If yes, please specify:</b>   | In practice, the answers to the questions submitted are always disclosed as it would otherwise be a breach of Section 2 of the Public Procurement Act, and the authority would risk that a complaint would be submitted to the Complaints Board. In fact, providing information to only one interested bidder is viewed as a serious violation of the principle of equal treatment, which, in the case of a complaint, entails the contracting authority to arrange a new tender procedure concerning the same contract. |
| <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>   | No regulatory basis  |
| <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>   | No regulatory basis  |
| <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>   | In practice, the information regarding a pre-bidding conference is always disclosed as it would otherwise be a breach of Section 2 and the authority would risk that a complaint is submitted to the Complaints Board.   |
| <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  |

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| <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>  | <p>Article 37.1 of the European Concession Directive provides: Concessions shall be awarded on the basis of the award criteria set out by the contracting authority or contracting entity in accordance with Article 41, provided that all of the following conditions are fulfilled:</p> <p>(a) the tender complies with the minimum requirements set, where applicable, by the contracting authority or contracting entity;</p> <p>(b) the tenderer complies with the conditions for participation as referred to in Article 38(1); and</p> <p>(c) the tenderer is not excluded from participating in the award procedure in accordance with Article 38(4) to (7), and subject to Article 38(9).</p> <p>The minimum requirements referred to in point (a) shall contain conditions and characteristics (particularly technical, physical, functional and legal) that any tender should meet or possess.</p> <p>Additionally, According to article 40 : The contracting authority or contracting entity shall as soon as possible inform each candidate and tenderer of decisions taken concerning the award of a concession, including the name of the successful tenderer, the grounds for any decision to reject his application or tender and the grounds for any decision not to award a contract for which there has been publication of a concession notice or to recommence the procedure.</p> <p>Moreover, on request from the party concerned, the contracting authority or contracting entity shall as quickly as possible, and in any case within 15 days from receipt of a written request inform any tenderers that have made an admissible tender of the characteristics and relative advantages of the tender selected...</p> |
| <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  |

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| The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.               | No   |
| Please provide the relevant legal/regulatory provisions (if any):  | n/a  |
| The procuring authority does not award a PPP contract if only one proposal is submitted.   | No   |
| Please provide the relevant legal/regulatory provisions (if any):  | n/a  |
| The regulatory framework does not include any provisions.  | Yes  |
| 28. Does the procuring authority publish the award notice?   | Yes  |
| If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):                             | According to Section 129 of the Public Procurement Act, The contracting authority shall send a contract award notice to the Publications Office of the European Union no later than 30 days after the conclusion of a contract or a framework agreement.                 |
| 28.1. If yes, is the public procurement award notice published online?   | Yes  |
| If yes, please specify the website:  | <a href="http://ted.europa.eu/TED">http://ted.europa.eu/TED</a> and <a href="http://www.udbud.dk">www.udbud.dk</a>   |
| 29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?                                   | Yes  |
| If yes, please provide the relevant legal/regulatory provisions (if any):  | Pursuant to Section 171 of the Public Procurement Act, the authority shall prior to the conclusion of the contract inform all bidders of the result of the tender procedure, including the name of the winner and the characteristics and advantages of the winning bid. |
| If no, please elaborate:   | n/a  |
| 29.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid? | Yes  |
| If yes, please provide the relevant legal/regulatory provisions (if any):  | Pursuant to Section 171 of the Public Procurement Act, the authority shall prior to the conclusion of the contract inform all bidders of the result of the tender procedure, including the name of the winner and the characteristics and advantages of the winning bid. |
| 30. Is there a standstill (or pause) period after the  | Yes  |

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| <b>contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?</b>   |   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | According to Section 173 of the Public Procurement Act, a contracting authority may not conclude a contract until after the expiry of any standstill period under section 3(1) or (2) of the Act on the Danish Complaints Board for Public Procurement, at the earliest.  |
| <b>and the time in calendar days:</b>  | 10  |
| <b>30.1. Is the standstill period set out in the notice of intention to award?</b>   | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | Section 171(1) of the Public Procurement Act provides that: A contracting authority shall inform all candidates and tenderers involved simultaneously and in writing of the decisions made by the contracting authority, including decisions regarding ... 3) award of contract ... And Section 171(4) provides that: A contracting authority shall state in information relating to decisions as stated in (1)(3) the date of expiry of the standstill period, cf. section 3 of the Act on the Danish Complaints Board for Public Procurement. |
| <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>   | According to Article 37.6 of the European Concession Directive: The contracting authority or contracting entity may hold negotiations with candidates and tenderers. The subject-matter of the concession, the award criteria and the minimum requirements shall not be changed during the course of the negotiations.  |
| <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>   | In practice, negotiations with the selected bidder between the award and the signature of the PPP contract are restricted, in order to prevent any unfair disadvantage to the other bidder. This is in line with the general principle of equal treatment (Section 2 of Public Procurement Act). If this principle is not followed, there is a risk that a complaint may be submitted against the procuring authority to the Complaints Board.  |
| <b>If no, please elaborate:</b>  | n/a   |
| <b>32. Does the procuring authority publish the PPP contract?</b>  | No  |

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| <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)?:<br/>Publication of the full PPP contract including all its annexes and appendixes</b>                          | No  |
| <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>   | No  |
| <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>  | 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> | No  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | n/a |

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| <b>41.1. If yes, which of the following tools does it include (check all that apply)?:<br/>Establishment of a PPP contract management team</b>   | n/a |
| <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>   | n/a |
| <b>Relevant legal/regulatory provisions (if any):</b>  | n/a |
| <b>Elaboration of a PPP implementation manual or an equivalent document</b>  | n/a |
| <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>  | n/a |
| <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>   | n/a |
| <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 specified and/or its members are required to meet detailed qualifications.</b> | n/a |
| <b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>   | n/a |
| <b>The PPP contract management team members</b>  | n/a |

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| are required to meet sufficient qualification without specific details.   |                     |
| 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                 |
| <b>42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?</b>                                  | Yes                 |
| If yes, please provide the relevant legal/regulatory provisions (if any):   | No regulatory basis |
| <b>42.1. If yes, is the PPP contract construction performance information made available to the public?</b>   | No                  |
| If yes, please provide the relevant legal/regulatory provisions (if any):   | n/a                 |
| <b>42.2. If yes, is the PPP contract construction performance information made publicly available online?</b>   | No                  |
| If yes, please specify the website:   | n/a                 |
| <b>43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?</b>                                  | No                  |
| If yes, please provide the relevant legal/regulatory provisions (if any):   | n/a                 |
| <b>43.1. If yes, which of the following tools does it include (check all that apply)?:<br/>Performance is assessed against evaluation criteria set in the tender documents and the PPP contract</b> | n/a                 |

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| <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>  | n/a |
| <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>  | n/a |
| <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>  | n/a |
| <b>Relevant legal/regulatory provisions (if any)</b>   | n/a |
| <b>The PPP contract performance information must be available to the public</b>  | n/a |
| <b>Relevant legal/regulatory provisions (if any)</b>   | n/a |
| <b>43.2. Is PPP contract performance information made publicly available online?</b>   | n/a |
| <b>If yes, please specify the website:</b>   | n/a |
| <b>44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?</b>  | No  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | n/a |
| <b>45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or</b> | Yes |

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| <b>assignment of the PPP contract?</b>  |   |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>   | <p>Pursuant to Section 178(2)(4) of the Public Procurement Act, changes of or in the private partner will as a main rule constitute a substantial modification of the contract and thus require a retender. However, Section 182 sets out two derogations from this rule meaning that the contract can legally be transferred in the following situations: (a) When the transfer is allowed by an unequivocal review clause in the contract which state when and under which conditions the contract may be transferred and (b) in the event of a new supplier's universal or partial succession into the position of the initial supplier, following corporate restructuring, including takeover, merger, acquisition or insolvency, provided (i) that the new supplier fulfils the criteria for qualitative selection initially established, (ii) that the transfer does not entail other substantial modifications to the contract and (iii) that the transfer is not aimed at circumventing the application of the act.</p> |
| <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> | <p>Yes</p>  |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>   | <p>No regulatory basis</p>  |
| <b>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</b>   | <p>Yes</p>  |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>   | <p>According to Section 182 of the Public Procurement Act, the contract can legally be transferred (without going through a retendering process) ... (b) in the event of a new supplier's universal or partial succession into the position of the initial supplier, following corporate restructuring, including takeover, merger, acquisition or insolvency, provided (i) that the new supplier fulfils the criteria for qualitative selection initially established, (ii) that the transfer does not entail other substantial modifications to the contract and (iii) that the transfer is not aimed at circumventing the application of the act.</p>  |
| <b>In other cases, flexibility to change the ownership structure and/or assign the contract.</b>  | <p>Yes</p>  |
| <b>If yes, please provide the relevant legal/regulatory/standard</b>  | <p>No regulatory basis</p>  |

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| <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>   | Pursuant to Section 178 of the Public Procurement Act, substantial modifications of the contract are not allowed, but require that the contract is retendered. A modification of a contract is deemed to be substantial where it renders the contract materially different in character from the one initially concluded, cf. Section 178(2). This will as a main rule always be the case in the following situations: (a) The authority introduces conditions which would have provided access for other candidates than those originally selected or enabled acceptance of another tender than the tender originally accepted or would have attracted further participants to the procurement procedure, (b) the economic balance of the contract is changed to the advantage of the supplier in a way which was not provided for by the original contract, and (c) the modification results in considerable extension of the scope of the contract. However, modifications of a contract which is envisaged in the tender document in clear, precise and unequivocal clauses are not deemed to be substantial, provided that the modification does not alter the overall nature of the contract, cf. Section 179 of the Public Procurement Act. |
| <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 Section 178 (2) of the Public Procurement Act: "In case of material changes to a contract or framework agreement, the contracting authority shall arrange a new procurement procedure in accordance with this Act. (...) a change is always deemed to constitute a material change where : (3) the change results in considerable extension of the scope of the contract or framework agreement"<br>According to Section 183 of the Public Procurement Act : "Changes to a contract shall not be deemed to be material changes where : (2) the overall nature of the contract is not altered"   |

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| <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 Section 178 (2) of the Public Procurement Act: "In case of material changes to a contract or framework agreement, the contracting authority shall arrange a new procurement procedure in accordance with this Act. (...) a change is always deemed to constitute a material change where :<br>(2) the economic balance of the contract or framework agreement is changed to the advantage of the supplier in a way which was not provided for by the original contract or framework agreement"   |
| <b>A change in the duration of the contract.</b>  | No  |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b> | n/a   |
| <b>A change in the agreed price or tariff.</b>  | Yes   |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b> | According to Section 180 of the Public Procurement Act : "Changes to a contract or framework agreement shall not be deemed to be material changes where the value of the changes is lower than<br>1) the thresholds stated in section 6 and<br>2) 10 percent of the value of the original contract for service and supply contracts or lower than 15 percent of the value of the original contract for works contracts.<br>(2) If several changes have been made to the same contract or framework agreement, the value of the changes shall be added in the calculation"<br>According to Section 181 of the Public Procurement Act : " Changes relating to supplementary works, services or supplies from the original supplier shall not be deemed to be material changes to the contract where such changes are necessary for the performance of the contract and where the use of another supplier : 2) would result in significant problems or a significant increase in the costs of the contracting authority.<br>(2) The value of supplementary works, services or supplies may not exceed 50 percent of the value of the original contract.<br>(3) If a number of successive changes are made, the restriction stated in (2) shall apply to each change."<br>According to Section 183 of the Public Procurement Act : " Changes to a contract shall not be deemed to be material changes where : (3) the value of the change does not exceed 50 per cent of the value of the original contract." |

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| <b>46.3. Can the procuring authority unilaterally modify a PPP contract?</b>   | No   |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | n/a  |
| <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>  | Standard PPP model clause 2.7 discusses risk sharing. It cites the general principle that risk should be distributed based on the party best suited to handle it. It gives a list of examples of how that can be achieved without imposing a strict distribution, such as that the force majeure which can be insured should be handled by the private partner and the force majeure that cannot be insured should be handled by the public party. |
| <b>Material Adverse government action .</b>  | No   |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | n/a  |
| <b>Change in the Law.</b>  | Yes  |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | The Standard PPP model clause 2.7 discusses risk sharing. It cites the general principle that risk should be distributed based on the party best suited to handle it. It gives a list of examples of how that can be achieved without imposing a strict distribution, such as that “project-specific legislative changes” and “risk of changing policy priorities” are best borne by the public party.   |
| <b>Refinancing.</b>  | No   |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | n/a  |
| <b>Subcontracting and replacement of the subcontractors.</b>   | Yes  |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | According to Section 177 of the Public Procurement Act: “ A contracting authority may require in the procurement documents that a tenderer states in its tender which elements of the contract the tenderer intends to sub-contract to third parties and which sub-contractors the tenderer suggests.<br>(2) A contracting authority shall include a contract clause in connection with  |

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|   | <p>conclusion of works contracts and services contract which obligates the supplier to state name, contact information and legal representation for the sub-contractors used in connection with the performance of the contract. The information shall be provided at the time of commencement of performance, at the latest, provided they are known at the time.</p> <p>(3) A contracting authority may require in connection with supply contracts that the supplier states the name and contact information and legal representation of the sub-contractors used in connection with the performance of the contract.</p> <p>(4) A contracting authority may require the information under (2)(3) for sub-contractors further down the chain of sub-contractors.</p> <p>(5) A contracting authority may require that tenderers and candidates declare in their requests to participate or tender that sub-contractors are not subject to one of the situations which result in exclusion under sections 135-137. If a sub-contractor is subject to one or more of the grounds for exclusion under sections §§ 135-137, the contracting authority shall require replacement of the sub-contractor.”</p> |
| <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>   | No regulatory basis   |
| <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>   | Denmark is a party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 10 June 1958   |
| <b>48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration</b>   | Yes   |

**If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):**

According to Section 478 of the Danish Administration of Justice Act:

Enforcement may be based on

1) convictions and orders issued by courts or by other authorities whose decisions may be enforced by law, payment order with endorsement pursuant to section 477e (e). 2, as well as decisions on costs incurred by the said authorities,

2) Settlement for the authorities mentioned in No. 1 and settlement concluded under negotiation under the Act on Marriage Conclusion and Resolution,

3) custody agreement, notified to or approved by the state administration or court, custody decisions, the child's residence or community councils, agreements on the child's residence or community-level agreements, and agreements on the child's residence or community where it is expressly stated in the agreement that it may serve as a basis for enforcement,

4) Foreign written settlement of debt due, when expressly determined by the settlement that it may serve as a basis for enforcement,

5) Debentures not covered by paragraph 4, when expressly stated in the document, that it may serve as a basis for enforcement,

6) mortgages; in the case of owner mortgages and indemnities, only when the size of the debt and the maturity date is recognized by the debtor or clearly evidenced by the circumstances,

7) alternates with respect to foreign exchange claims and checks as regards claims requirements, and

8) decisions covered by section 34 of the Consumer Appeals Act, which have been taken by the Consumer Complaints Board or approved private dispute resolution bodies: Enforcement may be based on

1) convictions and orders issued by courts or by other authorities whose decisions may be enforced by law, payment order with endorsement pursuant to section 477e (e). 2, as well as decisions on costs incurred by the said authorities,

2) Settlement for the authorities mentioned in No. 1 and settlement concluded under negotiation under the Act on Marriage Conclusion and Resolution,

3) custody agreement, notified to or approved by the state administration or court, custody decisions, the child's residence or community councils, agreements on the child's residence or community-level agreements, and agreements on the child's residence or community where it is expressly stated in the agreement that it may serve as a basis for enforcement,

4) Foreign written settlement of debt due, when expressly determined by the settlement that it may serve as a basis for enforcement,

5) Debentures not covered by paragraph 4, when expressly stated in the document, that it may serve as a basis for enforcement,

6) mortgages; in the case of owner mortgages and indemnities, only when the size of the debt and the maturity date is recognized by the debtor or clearly evidenced by the circumstances,

7) alternates with respect to foreign exchange claims and checks as regards claims requirements, and

8) decisions covered by section 34 of the Consumer Appeals Act, which have been taken by the Consumer Complaints Board or approved private dispute

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|   | <p>resolution bodies.</p> <p>Furthermore, Denmark is a party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 10 June 1958</p>   |
| <b>International arbitration</b>  | Yes   |
| <b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b> | <p>According to Section 478 of the Danish Administration of Justice Act: Enforcement may be based on</p> <ol style="list-style-type: none"> <li>1) convictions and orders issued by courts or by other authorities whose decisions may be enforced by law, payment order with endorsement pursuant to section 477e (e). 2, as well as decisions on costs incurred by the said authorities,</li> <li>2) Settlement for the authorities mentioned in No. 1 and settlement concluded under negotiation under the Act on Marriage Conclusion and Resolution,</li> <li>3) custody agreement, notified to or approved by the state administration or court, custody decisions, the child's residence or community councils, agreements on the child's residence or community-level agreements, and agreements on the child's residence or community where it is expressly stated in the agreement that it may serve as a basis for enforcement,</li> <li>4) Foreign written settlement of debt due, when expressly determined by the settlement that it may serve as a basis for enforcement,</li> <li>5) Debentures not covered by paragraph 4, when expressly stated in the document, that it may serve as a basis for enforcement,</li> <li>6) mortgages; in the case of owner mortgages and indemnities, only when the size of the debt and the maturity date is recognized by the debtor or clearly evidenced by the circumstances,</li> <li>7) alternates with respect to foreign exchange claims and checks as regards claims requirements, and</li> <li>8) decisions covered by section 34 of the Consumer Appeals Act, which have been taken by the Consumer Complaints Board or approved private dispute resolution bodies: Enforcement may be based on</li> </ol> <ol style="list-style-type: none"> <li>1) convictions and orders issued by courts or by other authorities whose decisions may be enforced by law, payment order with endorsement pursuant to section 477e (e). 2, as well as decisions on costs incurred by the said authorities,</li> <li>2) Settlement for the authorities mentioned in No. 1 and settlement concluded under negotiation under the Act on Marriage Conclusion and Resolution,</li> <li>3) custody agreement, notified to or approved by the state administration or court, custody decisions, the child's residence or community councils, agreements on the child's residence or community-level agreements, and agreements on the child's residence or community where it is expressly stated in the agreement that it may serve as a basis for enforcement,</li> <li>4) Foreign written settlement of debt due, when expressly determined by the settlement that it may serve as a basis for enforcement,</li> <li>5) Debentures not covered by paragraph 4, when expressly stated in the document, that it may serve as a basis for enforcement,</li> <li>6) mortgages; in the case of owner mortgages and indemnities, only when the size of the debt and the maturity date is recognized by the debtor or clearly</li> </ol> |

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|  | <p>evidenced by the circumstances,</p> <p>7) alternates with respect to foreign exchange claims and checks as regards claims requirements, and</p> <p>8) decisions covered by section 34 of the Consumer Appeals Act, which have been taken by the Consumer Complaints Board or approved private dispute resolution bodies.</p> <p>Furthermore, Denmark is a party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 10 June 1958</p>   |
| <b>Investor-State arbitration</b>  | Yes   |
| <b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>  | Denmark is a party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 10 June 1958   |
| <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>  | <p>According to Section 182 (2) of the Public Procurement Act : “ Replacement of the original supplier shall not be deemed to be a material change to the contract where such replacement is carried out as a result of (2) full or part adoption of the rights of the original supplier as a result of reorganization of the original supplier including in the form of take-overs, mergers, acquisitions or insolvency where the original criteria of qualitative selection are fulfilled, and when the replacement does not result in other fundamental changes to the contract and do not serve to circumvent the application of this act.”</p> <p>The Bankruptcy Act section 10-15 regulates restructuring</p> |
| <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> | Yes   |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | No regulatory basis   |
| <b>50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory</b>  | No  |

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| <b>framework expressly regulates the lender step-in rights.</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 a direct agreement should be signed with the lenders.</b>  | No   |
| <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>                                       | Yes  |
| <b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>                                    | No regulatory basis  |
| <b>Other.</b>  | No   |
| <b>Please Specify:</b>   | n/a  |
| <b>51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?</b> | Yes  |
| <b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>                                    | <p>According to Section 185 of the Public Procurement Act: “ The contracting authority may terminate a contract or framework agreement where</p> <ol style="list-style-type: none"> <li>1) the contract or framework agreement has been subject to a material change which would a required a new procurement procedure, cf. section 178,</li> <li>2) the supplier was subject to one of the grounds for exclusion under section 135-137 at the time of award of the contract with subsequent exclusion of the supplier from the procurement procedure, or</li> <li>3) the contract or framework agreement ought not have been awarded to the supplier owing to serious breach of the obligations under the Treaties and the Directive established by the European Court of Justice in connection with a procedure under Article 258 of the Treaty on the Functioning of the European Union.</li> </ol> <p>(2) Where an award decision has been cancelled by final decision or judgement, the contracting authority shall terminate a contract or framework agreement concluded based on this decision subject to suitable notice unless</p> |

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|   | <p>special conditions exist which warrant the continuation of the contact. This provision shall not apply where sections 16 or 17 of the Act on the Danish Complaints Board for Public Procurement apply. Any decision by the contracting authority on the continuation of the contract shall be published the same place as the procurement documents no later than 7 calendar days after publication of the final decision or judgement.”</p> <p>Standard PPP model clause 4.3 provides : the public contracting entity may terminate the PPP contract in cases where the private partner materially breaches its obligations</p> |
| <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 Standard PPP model clause 4.3 : If the contract is terminated, a re-call for tenders must be made or the public party must choose to either leave or take over the facility.   |
| <b>Unsolicited Proposals</b>  |   |
| <b>34. Are unsolicited proposals in Denmark: (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>                     | n/a   |
| <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   |

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| <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 procedures to achieve that goal.</b>   | n/a |
| <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</b>   | n/a |

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| <b>prospective bidders (besides the proponent) to prepare their proposals?</b>  |     |
| <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 |