



**PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN  
DOMINICAN REPUBLIC**

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>	PPP in Dominican Republic are subject to the main following laws and regulations: (i) Law No. 340-06 on Public Procurement of Goods, Services and Concessions -Ley sobre compras y contrataciones de bienes, servicios, obras y concesiones- (the “Law No. 340-06”) adopted on August 18, 2006 as amended by Law No. 449-06 of December 6, 2006. The amendment operated by Law 449-06 (December 6, 2006) intended to exclude concessions from the scope of Law 340-06, in order for concessions to be ruled by a separate law. However, to date a Concessions Law has not been approved; (ii) Ruling of Application of the Law, Decree No. 543-12 of September 6, 2012 (The Decree No. 543-12) (iii) Law 189-11 for the Development of Mortgage Market and Trusts in the Dominican Republic.
<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>	(i) <a href="http://www.comprasdominicana.gov.do/documents/10180/13765/Ley_No_340_06_y_449_06.pdf">http://www.comprasdominicana.gov.do/documents/10180/13765/Ley_No_340_06_y_449_06.pdf</a> (ii) <a href="http://www.comprasdominicana.gov.do/documents/10180/13765/Decreto_543_12_lowres.pdf">http://www.comprasdominicana.gov.do/documents/10180/13765/Decreto_543_12_lowres.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>	Yes
<b>Please describe:</b>	Executive Branch adopted Decree 15-17 on February 8, 2017, effective, March 1st, 2017 intending to assure compliance by procuring authorities of budge and public expenses norms and legal requirements, by having them first certify approved funds under the national budget before initiating a procurement process.
<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</b>	No

<b>matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.</b>	
<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 incentives, special tax depreciation treatment, etc.)?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provision (if any):</b>	n/a
<b>5. Please identify the PPP procuring authorities in Dominican Republic and provide their website(s) (if available):</b>	<p>Article 2 of Law No. 340-06 establishes that the operating organisms of the public contracting entities are: a) The Central Government; [<a href="http://presidencia.gob.do/">http://presidencia.gob.do/</a>] b) The financial decentralized and autonomous institutions and non-financial; c)Public institutions of social security ; d) The councils of the municipalities and the National District ; e) public non-financial and financial companies and, f) Any entity that contracts the acquisition of goods, services, works and concessions with public funds. The supervision of all PPP contracts would be in the hands of the Governing Body; the operating units of the public entities shall be responsible for managing the agreements. <a href="http://www.comprasdominicana.gov.do">http://www.comprasdominicana.gov.do</a>. Finally, the Ministry of Finance (<a href="http://www.hacienda.gov.do/">http://www.hacienda.gov.do/</a>) through its' General Directorate of Public Procurement (<a href="http://www.comprasdominicana.gov.do">http://www.comprasdominicana.gov.do</a>), will act jointly with the Goods and Services Branch and the Works and Concessions Branch as Governing Body of the System.</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</b>	n/a

<b>the PPP Unit (check all that apply): PPP regulation and policy guidance.</b>	
<b>6.2 PPP capacity building for other public authorities.</b>	n/a
<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	n/a
<b>6.4 Technical support in implementing PPP projects.</b>	n/a
<b>6.5 Identification and selection of PPP projects from the pipeline.</b>	n/a
<b>6.6 Revision of fiscal risks born by the Government.</b>	n/a
<b>6.7 Consultation with affected communities on potential impact of PPP projects.</b>	n/a
<b>6.8 Approval of PPP projects.</b>	n/a
<b>6.9 Undertaking the procurement of PPPs.</b>	n/a
<b>6.10 Oversight of PPP implementation.</b>	n/a
<b>6.11 Other</b>	n/a
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 3 of Decree 15-17 provides that all the bodies that comprise the public administration shall not start purchases or procurements procedure of goods, services, works and concessions, nor transfers to private sector, without having the "Certificate of budgetary appropriation" ("Certificado de apropiación presupuestaria") setting forth the existence of enough balance for the total amount

	<p>of the provided expenditure in the corresponding budgetary account. The Ministry of Finance has overall responsibility about the issuance of such certificates following the rules established in the mentioned Decree 15-17. Article 3 paragraph I of the same Decree 15-17 further states that when contracts imply expenditures that will continue for longer than a budgetary year, the total amount will be registered in the transaction portal. Also, the budgetary authority will take into account this amount to incorporate it the corresponding annual budget.</p>
<p><b>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</b></p>	No
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	n/a
<p><b>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.</b></p>	No
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	n/a
<p><b>Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b></p>	No
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	n/a
<p><b>Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b></p>	No
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	n/a
<p><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></p>	n/a

<b>Accounting and reporting according to other international standard (e.g. European System of Accounts).</b>	n/a
<b>Please specify:</b>	n/a
<b>Other.</b>	n/a
<b>Please specify:</b>	n/a
<b>9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the 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 50 of Law 340-06, any concession contract implying an investment by the concessionaire and a duration of more than 5 years, must also be approved by the Executive Branch, through a Presidential Decree (to the extent that the procuring authority is not the Executive Branch) and through a resolution from the General Administration of Public Procurement. If the concession implies tax exemptions and/or the conveyance of real estate properties, the contract or concession must also be approved by the Dominican Congress. Moreover, article 10 of Decree 15-17 provides that the General Comptroller Office will reject all petition to register a contract, if it has not previously confirmed the following: (a) that the body or public entity has the "Certificate of budgetary appropriation" ("Certificado de apropiación presupuestaria"); (b) that the process has been published in the transactional website, as suitable, and in the institutional website; (c) that it complies with Law 340-06 and its amendments; (d) that it complies with Law No.

	423-06 on Organic Budget for the Public Sector and with its related provisions; (e) that it has the National System Public Investment (“Sistema Nacional de Inversión Pública” or “SNIP”) code, assigned by the Ministry of Economy, Planning and Development if it is an investment project; (f) that it complies with the requirements set forth in Law No. 498-06 on Planning and Public Investment.
<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>	Article 56 Paragraph I of Law 340-06 states that the procuring authority will be the unit authorized to assess the bids. The procuring authority will do its assessment with the support of professionals from different disciplines, who will vary according to the type of project that wants to be developed. Further, Law 340-06 provides that advisors involved in the procurement process or the elaboration of bidding conditions are prohibited from bidding on such procurement processes, a provision which implies that such advisors may be used by the procuring authority. Ruling of Enforcement of Law 340-06 (comprised by Decree 543-12) also provides for the appointment of experts to assist in the preparation of the technical specifications of the tender documents and to evaluate proposals during the bidding process.
<b>11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</b>	No
<b>If yes, please specify and provide the</b>	n/a

<b>relevant legal/regulatory provisions (if any):</b>	
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 38 of Law 340-06 sets forth that all the public administration offices subjected to law 340-06 are required to create annual plans of public procurement, which should be made according to the Finance State Secretary's guidelines. Also, Article 10 of Decree 15-17 provides that the General Comptroller Office will reject all petition to register a contract, if it has not previously confirmed the following: (e) that it has the National System Public Investment ("Sistema Nacional de Inversión Pública" or "SNIP") code, assigned by the Ministry of Economy, Planning and Development if it is an investment project; (f) that it complies with the requirements set forth in Law No. 498-06 on Planning and Public Investment.
<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>	No
<b>If yes, please elaborate:</b>	n/a
<b>The procuring authority does not evaluate PPPs against existing government priorities.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<b>11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?</b>	No
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	Decree 15-17 provides that there are still important challenges in the coordination of the planning, budgetary and public procurement systems, as well as in the improvement of the payment system, that require of controls allowing for the



	resources to flow to prioritized programs and projects (Third Whereas of Decree 15-17).
<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 33.a) of law 498-06 states that public investment projects have a prefeasibility stage in which different assessments must be conducted. The assessments must be: economic, social, and environmental, as well as on the potential production capacity and the operational and maintenance costs of the project.
<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 who answered this question confirmed that the assessment is done in practice
<b>12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)</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>12.3. Risk identification, allocation and assessment (risk matrix)</b>	Yes

<b>Relevant legal/regulatory provision (if any)</b>	Article 55.6 of Law 340-06 determines that the procurement documents must include the risk allocation policy
<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 who answered this question confirmed that the risk identification and assessment happens in practice
<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>	Article 41 of Law 64-00 (General Environmental Law) enumerates the different projects that are required to present an environmental impact assessment. Subsection 4) especially mentions highways, roads, and railways.
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	Law 64-00 (General Environmental Law) and, more in particular, the details provided by the Compilation of regulations and procedures regarding for environmental authorizations in the Dominican Republic (that includes the procedure for environmental impact assessment). Available at: <a href="http://ambiente.gov.do/wp-content/uploads/2016/10/REG-03.pdf">http://ambiente.gov.do/wp-content/uploads/2016/10/REG-03.pdf</a>
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Contributors that answered the question did so affirmatively
<b>12.8. Consultation process with affected communities on potential impact of the PPP project</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Article 53 of Law 340-06 states that, prior to launching the procurement process, a public hearing has to be done. That public hearing has to be done in the place of greatest importance for the project, to which the civil society can attend.
<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 that answered the question did so affirmatively
<b>13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for</b>	Yes

<b>example, as part of an Information Memorandum to the bidders)?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 55.6 of Law 340-06
<b>and specify which of the assessments are included in the request for proposals and/or tender documents:</b>	Final engineering studies, traffic studies or other public services, availability of environmental licenses and legal easements, risk allocation policies, as well as the results of the consultation process required by article 53 of the Law 340-06
<b>13.1. Are the assessments published online?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>specify the website</b>	<a href="http://comprasdominicana.gov.do">http://comprasdominicana.gov.do</a>
<b>please specify which of the assessments are published online:</b>	The Memorandum with the specifications to the bidders shall provide all necessary information related to the object and the procurement process in order for the interested party to be able to prepare its proposal (Art. 20 of Law 340-06)
<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>	Under Article 27 of Law 340-06, as amended, contracts executed by the procuring authority must be consistent with the draft included as part of the bidding specifications, as required also under Article 55 of Law 340-06
<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>	Numeral 14, Article 36, Law No. 340-06 tender documents must be available online
<b>and please specify the website:</b>	<a href="http://www.comprasdominicana.gov.do">http://www.comprasdominicana.gov.do</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

<p>If yes, please specify and provide a government- supported website where the mentioned standards are available or provide an electronic copy of them:</p>	<p>n/a</p>
<p><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></p>	<p>No</p>
<p><b>Private Partner</b></p>	<p>No</p>
<p><b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b></p>	<p>No</p>
<p><b>To be established in the contract</b></p>	<p>Yes</p>
<p><b>Relevant legal/regulatory provision (if any)</b></p>	<p>No regulatory basis</p>
<p><b>16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)</b></p>	<p>No</p>
<p><b>Private Partner</b></p>	<p>No</p>
<p><b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b></p>	<p>No</p>
<p><b>To be established in the contract</b></p>	<p>Yes</p>
<p><b>Relevant legal/regulatory provision (if any)</b></p>	<p>Article 55.7 of Law 340-06 provides that the tender documents shall broadly contain the purpose of the concession, the contracting process and a guide to assist the stakeholder in order to present its offer with certainty and clarity, in accordance with the exact characteristics and nature of the good, work or public service to be granted in concession. Its minimum content shall be, in the matter of works to be</p>

	constructed or rehabilitated, the delivery of the final engineering studies, traffic demand studies or services requirements on behalf of the users, availability of environmental licenses and legalization of rights of ways. Considering the above legal provision, contributors consider that its content should be interpreted as providing for the tender documents/contract to establish such obligation.
<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>	Yes
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Article 58, Paragraph I of Law 340-06 provides that the concession contract and the tender documents shall set forth the amount and that the rights of way and expropriations shall be charged to the concessionaire. In our contributors view, the system would be better characterized by a combination of both and an obligation of the private partner with a facilitation role from the procuring authority that shall be agreed by the contracting parties and set forth in the concession contract.
<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</b>	Yes

assigned to the procuring authority (or other Government entity)	
To be established in the contract	No
Relevant legal/regulatory provision (if any)	Article 58, Paragraph I of Law 340-06 provides that the concession contract and the tender documents shall set forth the amount and that the rights of way and expropriations shall be charged to the concessionaire. In our contributors view, the system would be better characterized by a combination of both and an obligation of the private partner with a facilitation role from the procuring authority that shall be agreed by the contracting parties and set forth in the concession contract.
<b>PPP Procurement</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.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The bid evaluation committee members require sufficient qualification without specific details.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 56, Paragraph I states that the procuring authority will evaluate the bids, with the support of professionals with relevant experience for the particular concession contract
The bid evaluation committee members are not required to have any specific qualifications.	No.
Please elaborate and provide examples:	n/a
19. Does the procuring authority issue a public procurement notice of the PPP project?	Yes

<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	Article 18 of Law 340-06 and Articles 61 and 62 of the Rulings of Enforcement 543-12 require that the notice of the bidding process must be published online in the General Administration of Public Procurement's website and in national/international newspapers depending on the domestic/international nature of the process. Specifically for Concessions, article 54 of the Law 340-06 requires "means of extensive national and international dissemination; Web site of the General Directorate of Public Procurement and website of the procuring entity
<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.comprasdominicana.gov.do/">http://www.comprasdominicana.gov.do/</a> and <a href="http://www.mopc.gob.do/">http://www.mopc.gob.do/</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>	Paragraph to Article 54 of Law 340-06 provides the obligation of granting a reasonable period of time to present bids. In no case the period of time shall be less than 30 working days if the bid refers to the purchases of goods and services; and not less of 60 working days if it refers to works concessions, or if a significant investment must be made.
<b>and the time in calendar days:</b>	60
<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 16.1) Law 340-06 that allows for open tendering
<b>22.2. Restricted tendering (with pre-</b>	Yes



<b>qualification stage): Available</b>	
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Article 15 (3) states that an administrative ruling will be necessary for the prequalification on bidders when procurement processes are substantiated in two stages
<b>22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available</b>	
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.4. Competitive dialogue: Available</b>	
<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>	
<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>	
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.7 Other. Specify:</b>	
<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 55 of Law 340-06 provides that tender documents shall include the provisions on the process for the bidding parties to obtain the concession and requirements that must be met.
<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 56 Paragraph II of Law 340-06 provide that conditions for qualification of technical offers must be defined in the Bidding Specifications. Also, article 8 of the same Law 340-06 makes the same provision more in general for all procurement processes.
<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>	Contributors that answered the question did so 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>	Paragraph III to Article 55 of Law 340-06 grants the capacity for bidders to request clarifications about the bidding in writing and the procuring entity shall answer by the same means, with copy to all of the bidders. The procuring entity can not answer consultations made after 15 days prior to the closing of the bidding process.
<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</b>	According to Paragraph III of Article 55 of Law 340-06 the consultation phase consists of the opportunity for bidders to request in writing clarifications concerning the tender, that shall be answered by the procuring entity by the same means, with

<b>legal/regulatory provisions (if any):</b>	<p>copy to all bidders. Article 78 of Decree 543-12 provides that the procuring entity can call meetings to inform observations to certain bidding specifications project, or to promote the debate among the interested bidders about its content. Minutes of the issues discussed at said meetings with the observations received, shall be drafted and signed by the bidders present who wish to do so. The observations to the certain bidding specifications project made in writing by the interested bidders as well as the mentioned minutes shall be included as part of the procurement file. Finally, article 79 also requires equal access to all information exchange between bidders and the procuring authorities.</p>
<b>23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	<p>Yes</p>
<b>If yes, please specify:</b>	<p>The majority of the contributors who answered the question did so affirmatively.</p>
<b>If no, please elaborate:</b>	<p>n/a</p>
<b>24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?</b>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 53 of Law 340-06 states that, previously to the bidding process, there is going to be a public hearing. The public hearing will take place in the place of greatest importance for the project and government authorities, and the civil society can attend. Further, Paragraph II of Article 20 of Law 340-06 states that the procuring authority will held a hearing to answer questions the bidders may have after the procurement procedure is launched. Finally, Article 78 of Decree 543-12 provides that the procuring entity can call meetings to inform observations to certain bidding specifications project, or to promote the debate among the interested bidders about its content. Minutes of the issues discussed at said meetings with the observations received, shall be drafted and signed by the bidders present who wish to do so.</p>
<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>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 20 paragraph II states that the answers to the questions formulated in the hearing will be reflected in acts that all the bidders can have access to. Also, Article 78 of Decree 543-12 provides that the procuring entity can call meetings to inform observations to certain bidding specifications project, or to promote the debate among the interested bidders about its content. Minutes of the issues discussed at said meetings with the observations received, shall be drafted and signed by the bidders present who wish to do so. Article 79 also requires equal access to all information exchange between bidders and the procuring authorities.</p>

<b>24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	<p>Yes</p>
<b>If yes, please specify:</b>	<p>The majority of the contributors who answered the question did so affirmatively.</p>
<b>If no, please elaborate:</b>	<p>n/a</p>
<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>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Paragraph II of Article 56 of Law 340-06 mandates the presentation of financial conditions to be evaluated by the procuring authority. Specifically, item (6) requires to include reference to the appropriateness of the Internal Rate of Return or any proposed changes to the one indicated by the procuring authority.</p>
<b>If no, please elaborate:</b>	<p>n/a</p>
<b>26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>According to Article 57 of Law 340-06 the contract shall be awarded to the one who has been selected as the best technical and economical bid that completely satisfies the needs of the purpose of the concession. Article 26 of Law 340-06 provides that the awarding shall be made in favor of the bidder whose proposal complies with the requirements and is qualified as the most convenient for the institutional interests and of the country, taking into account the price, quality, suitability of the bidder and other conditions set forth in the regulation, according to the deliberations made known to the bidders through the respective bidding specifications.</p>
<b>Evaluation criteria is not set in the tender documents</b>	<p>No</p>
<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</b>	<p>No</p>

authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.	
Please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.	No
Please provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority does not award a PPP contract if only one proposal is submitted.	No
Please provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework does not include any provisions.	Yes
28. Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Article 101 of the Decree 543-12 requires the publication of the award notice.
28.1. If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	<a href="http://comprasdominicana.gov.do/web/guest/procesos-de-compra">http://comprasdominicana.gov.do/web/guest/procesos-de-compra</a>
29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 102 of Decree 543-12 provides that the procuring entity shall grant the award by means of an administrative act and shall notify it to the successful bidder and to all the other bidders, within a term of 5 working days from the awarding act.
<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>	According to article 102 of Decree 543-12 the notification to the winner and all other bidders the result of the procurement process must contain the grounds for the selection of the winning bid.
<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>	According to Article 27 of Law 340-06 amended by Law 449-06, the contracts that the public entities execute for the acquisition of goods or the procuring of works and services, can be executed indistinctively, in writing with paper support or in digital form, in the conditions set forth by the regulation and will be adjusted to the model

	that is part of the bidding specifications, with the amendments approved until the moment of the awarding.
<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 answering the question answer it 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>	Paragraph I of Article 57 of Law 340-06 provides that the signed contract, shall be public, for which purpose each entity shall send the information to the Governing Body of Procuring and Concessions, that shall publish an executive summary of the contract on the web page of the General Directorate of Public Procurement (“Dirección General de Contrataciones Públicas”). Article 107 of Decree 543-12 provides that the Contract/Purchase Order/Service Order that is subscribed must be disclosed through the website of the Governing Body and on the institutional website.
<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>	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>	Yes
<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.comprasdominicana.gov.do/">http://www.comprasdominicana.gov.do/</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>	According to Article 60 of Law 340-06 the procuring authority is responsible to oversight and monitor compliance by the concessionaire. This responsibility can be perform by their own means or by contracting specialized firms.
<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 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 are required to meet sufficient qualification without specific details.</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a

<p>The PPP contract management team members are not required to meet any specific qualifications.</p>	<p>n/a</p>
<p>Please elaborate and provide examples:</p>	<p>n/a</p>
<p>42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>According to Article 60 of Law 340-06 the procuring authority is responsible to oversight and monitor compliance by the concessionaire. Article 51 (5) establishes, amongst the obligations of the procuring authority, to supervise all the stages of the concession (expressly mentioning construction), quality, implementation and compliance; and article 55 (8), provides for the tender documents to include the characteristics of the supervision of the project in its different stages of implementation. Ergo, the PPP authority is obliged by law to track the progress of the project, but the regulations do not provide the specific system or way of executing this obligation.</p>
<p>42.1. If yes, is the PPP contract construction performance information made available to the public?</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>42.2. If yes, is the PPP contract construction performance information made publicly available online?</p>	<p>No</p>
<p>If yes, please specify the website:</p>	<p>n/a</p>
<p>43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?</p>	<p>Yes</p>
<p>If yes, please provide the relevant</p>	<p>According to Article 60 of Law 340-06 the procuring authority is responsible to oversee and monitor compliance by the concessionaire. More in general for all kind</p>

<b>legal/regulatory provisions (if any):</b>	of contracts, according to article 31 (6) and (7) of the Law 340-06 the procuring authority is responsible for the technical, administrative and financial management of the contracts and must monitor and evaluate the quality of the provided services, work or supplies. For that, the procuring authority has control, inspection and direction authority over the private partner. Further, According to Article 51.5 of Law 340-06 public entities authorized to carry on concession process, sign contracts and their management from its beginning up to the culmination of the term of the concession contract shall have minimum obligations including the supervision of all phases of the concession, quality of the execution, certify the investment, compliance with the operation, compliance with the levels of service, up to the liquidation of the contract.
<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>	According Article 57 of Law 340-06 all concession agreements include as a mandatory provision (10) the performance of technical, accounting and environmental audits by the procuring authority
<b>The PPP contract performance information must be available to the public</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>43.2. Is PPP contract performance information made publicly available online?</b>	No
<b>If yes, please specify the website:</b>	n/a
<b>44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<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.</b>	n/a

construction and first five years of operation).	
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.	n/a
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
In other cases, flexibility to change the ownership structure and/or assign the contract.	n/a
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Articles 31.2 and 31.4 of Law 340-06 provide the right of the procuring entity to modify the contract and article 127 of the Decree 543-12 regulates contract modification with further detail.
46.1. If yes, is an approval from a government authority, other than the procuring authority, required?	No
If yes, please provide the relevant legal/regulatory/standa	n/a

<b>rd contractual provisions (if any):</b>	
<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/standa rd contractual provisions (if any):</b>	According to article 31.2 of Law 340-06 the procuring entity can modify, reduce or increase up to twenty five percent (25%) of the amount of the original contract work, as long as the object is maintained when circumstances arise that were unpredictable at the time of commencement of the procurement process, and that is the only way to fully satisfy the public interest, and pursuant to article 31.4 of Law 340-06 the procuring entity can amend, reduce or increase up to fifty percent (50%) in case of procurement of services, for justified causes set forth in the regulation.
<b>A change in the risk allocation of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standa rd contractual provisions (if any):</b>	n/a
<b>A change in the financial and/or economic balance of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standa rd contractual provisions (if any):</b>	n/a
<b>A change in the duration of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standa rd contractual provisions (if any):</b>	Article 49 paragraph I of Law 340-06 states that the duration of the contract can be exceptionally extended, and only for one time and for a period of up to 50 % of the original duration of the contract, when it is proved that this extension will be beneficial for the Government and the users.
<b>A change in the agreed price or tariff.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standa rd contractual provisions (if any):</b>	n/a

<b>46.3. Can the procuring authority unilaterally modify a PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	According to article 31 of the Law 340-06 the procuring authority can modify, reduce or increase up to twenty five percent (25%) of the amount of the original contract work and up to fifty percent (50%), as long as the object is maintained and when circumstances arise that were unpredictable at the time of commencement of the hiring process, and this is the only way to fully satisfy the public interest.
<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>	Articles 31.5 and 61.1 of Law 340-06 set forth the possibility of suspension due to Force Majeure or Acts of God. Article 32 of Law 340-06 considers force majeure and acts of God as an exception to the obligation of compliance of the contractor.
<b>Material Adverse government action .</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 32 of the Law 340-06 considers acts or failure to comply of the procuring authority that make impossible the execution of the contract, as an exception to the obligation of compliance by itself in all circumstances of the contractor.
<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>	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 article 32 of Law 340-06, there is a 50% subcontracting cap. Subcontracting should also be approved by the Government

<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>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Article 28 of Law 340-06 provides that in order for the contract to be considered valid it must contain mandatory clauses including dispute resolution and arbitration. Article 55.9 of Law 340-06 requires that specific dispute resolution mechanisms shall be included in the PPP contract but does not regulate them. Article 67 of Law 340-06 as amended by Law 449-06 sets forth that any claim of a provider to the procuring entity must be in writing and follow the steps set forth in said article. Article 69 of Law 340-06 provides that disputes shall be submitted to the Administrative Tribunal or to arbitration by agreement of the parties.</p>
<b>48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body</b>	<p>No</p>
<b>If yes, please specify:</b>	<p>n/a</p>
<b>Local courts</b>	<p>Yes</p>
<b>Domestic arbitration</b>	<p>Yes</p>
<b>International arbitration</b>	<p>Yes</p>
<b>Investor-State Dispute Settlement (ISDS)</b>	<p>No</p>
<b>Mediation</b>	<p>Yes</p>
<b>Please provide the relevant legal/regulatory/standard contractual provisions (if any)</b>	<p>Article 68 and 69 of Law 340-06 provides that disputes shall be submitted to the Administrative Tribunal or to arbitration by agreement of the parties.</p>
<b>48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	<p>Chapter VIII of Law 498-08 on awards enforcement. Law 489-08 regulates domestic and international arbitration proceedings that are carried out in the Dominican Republic, and the enforcement of domestic (art 42) and international (art 43) awards.</p>



<b>International arbitration</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	Dominican Republic is part of the New York Convention on the Enforcement of Foreign Arbitral Awards. Further, Law 489-08 regulates domestic and international arbitration proceedings that are carried out in the Dominican Republic, and the enforcement of domestic (art 42) and international (art 43) awards.
<b>Investor-State arbitration</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	n/a
<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</b>	n/a

<b>lender step-in right? (Please select only one): The regulatory 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>	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>	Pursuant to article 62 of Law 340-06 the concession shall terminate due to any of the following causes: 1. Expiration of the term of the concession, including its extensions duly legalized; 2. Mutual agreement between the grantor and the concessionaire; 3. Failure to comply with any of the obligations of the concessionaire, previously classified by the grantor entity and with the criterion and authorization of the Procurement and Concessions Governing Body; 4. Additional causes set forth in the bidding specifications and in the contract. Article 128 of the regulation approved by

	Decree 543-12 sets forth the causes for anticipatory termination of the administrative contracts include: (i) insolvency; (ii) public interest or national security; (iii) failure to meet social security obligations; (iv) any other provided under the contract or bidding specifications.
<b>51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Unsolicited Proposals</b>	
<b>34. Are unsolicited proposals in Dominican Republic: (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>	Article 33 of Law 340-06 amended by Law 449-06 and articles 129-132 of the Regulation approved by means of Decree 543-12 provide and allow for unsolicited proposals (“iniciativa privada”).
<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>	Article 129 of Decree 543-12 sets forth that said proposals must be new or original or imply technological or scientific innovation, and must contain the guidelines allowing for their identification and understanding, as well as enough suitability to demonstrate the juridical, technical and economical feasibility of the project. Article 130 of Decree 543-12 provides that unsolicited proposals must be declared of public interest by the highest authority of the procuring entity, prior technical expert advice.
<b>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</b>	No
<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>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	No
<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>	No
<b>The procuring authority does not evaluate unsolicited proposals</b>	Yes

<b>against existing government priorities.</b>	
<b>Please elaborate and provide examples:</b>	Although the law does not evaluate the consistency of the unsolicited proposals with the government priorities, the regulation does establish a minimum criteria that such proposals have to meet: it has to be modern and original or implicate a technological or scientific innovation; it must contain the guidelines for its identification and comprehension, as well as be legally, technically and economically viable (Art. 129 Law 340-06). However, according to some of our contributors, the government priorities at large are not taking into account
<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>	According to article 130 of Regulation 543-12, unsolicited proposals must be subjected to a public tender process
<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>	The unsolicited proposal shall be taken as the basis for the selection of the bids in accordance with the public bidding procedure. Therefore, the term shall be the same for all the bidders since a public tender process shall be conducted. The reasonable term between the call and the filing of the bids shall be set forth by the procuring entity. The minimum period of time shall not be less than 30 working days (“días hábiles”) if the bid refers to goods and services; and of 60 working days if it refers to works concessions, as provided under Paragraph of Article 54 of Law 340-06.
<b>and the time in calendar days:</b>	60
<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</b>	Yes

<b>original proponent for the project development cost).</b>	
<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>	Yes
<b>39.5 Other.</b>	No
<b>Please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	Article132 of Decree 543-12 provides that in the event that the proponent is not awarded, the proponent of the PPP and the selected bidder are called to present new offers in closed envelopes to be revised by the procuring authority. If offers are similar the offer from the original proponent is preferred over the other bidder. Under Paragraph II of Article 47 of Law 340-06 the proponent shall be reimbursed with the total costs of studies incurred for the proposal should it not be awarded with the concession.