

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

SURVEY QUESTION	ANALYSIS
<b>PPP Regulatory Framework</b>	
<b>2. Does the regulatory framework in your country allow procuring PPPs?</b>	<p>Yes</p>
<b>If yes, please specify the relevant regulatory framework and the year of adoption:</b>	<p>PPPs in Greece are regulated by Law 3389/2005 (Government Gazette A 232/22.09.2005) on Partnerships between the Public and the Private Sectors (“the PPP Law”). Article 2 of which sets the criteria for PPP projects to fall under the scope of this Law. Moreover, Laws No. 4413/2016 on Concessions Contracts and No. 4412/2016 on Public Procurement remain applicable. The analysis in this Report shall be confined to the aforementioned Laws.</p>
<b>and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:</b>	<p><a href="http://www.sdit.mnec.gr/sites/default/files/legislation/Law_-_PPP_3389-_English_final.pdf">http://www.sdit.mnec.gr/sites/default/files/legislation/Law_-_PPP_3389-_English_final.pdf</a></p>
<b>2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed</b>	<p>Yes</p>

<p><b>practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?</b></p>	
<p><b>Please describe:</b></p>	<p>In 2016, the Public Procurement Law was introduced, which transposes in Greek law the Directives 2014/24/EU and 2014/25/EU. On 19 May 2017, Law 4472/2017 was adopted which amends certain provisions of the Public Procurement Law.</p>
<p><b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b></p>	<p>No</p>
<p><b>Please describe:</b></p>	<p>0</p>
<p><b>3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>3.2 Besides national</b></p>	<p>No</p>

<p><b>defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation</b></p>	
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Energy generation and distribution</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regul</b></p>	<p>n/a</p>

<b>atory provisions:</b>	
<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>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>n/a</p>
<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>	<p>Yes</p>
<b>If yes, specify and provide the relevant legal/regulatory provisions:</b>	<p>Article 2(3) of the PPP Law provides a general exception where, “Public-Private Partnerships shall not be allowed to engage in projects or activities that are the direct and exclusive province of the State under the terms of the Constitution of the Hellenic Republic, such as national defence, police work, the award of justice, and the execution of judicially imposed penalties.” While it mentions matters of national security, this is not an exhaustive list rather. Contributors have provided that Greek case law supports extending this exception to matters of social security such as pensions, as well as public health and education.</p>

<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>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory provision (if any):</b>	<p>Article 29 of the PPP Law provides for tax exemptions of particularly: (a) Exemption of the Special Purpose Vehicles from the income tax on the interests accrued until the launch of the exploitation, (b) The financing amount from the Procuring Authority is not subject to VAT, income tax or any other tax, and is paid free of any withholding tax in favour of third parties, and (c) Any VAT credit balance is returned to the Special Purpose Vehicle; the relevant request for return may be submitted with the VAT statement covering all the previous fiscal year and the amount is paid within 90 days from the submission of such request.</p>
<b>5. Please identify the PPP procuring authorities in Greece and provide their website(s) (if available):</b>	<p>According to Article 1 of the PPP Law, the following authorities may conclude a PPP agreement within their competent sectors:</p> <ul style="list-style-type: none"> <li>(a) The State;</li> <li>(b) The Local Government Organizations (Municipalities, Prefectures, etc.) and the local unions of municipalities and communities;</li> <li>(c) The public law legal entities;</li> <li>(d) Societes anonymes, the total share capital of which belongs to any of the above under points (a) to (c) entities or to other societe(s) anonyme(s) falling into the scope of this point.</li> </ul>
<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>	<p>Yes</p>

<b>If yes, please indicate its name, and its website (if available):</b>	Special Secretariat for Public-Private Partnerships (PPP Unit) within the Ministry of Economy, Development & Tourism/ <a href="http://sdit.gov.gr/en/information/the-Special-Secretariat/general">http://sdit.gov.gr/en/information/the-Special-Secretariat/general</a>
<b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b>	Yes
<b>6.2 PPP capacity building for other public authorities.</b>	Yes
<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	Yes
<b>6.4 Technical support in implementing PPP projects.</b>	Yes
<b>6.5 Identification and selection of PPP projects from the pipeline.</b>	Yes
<b>6.6 Revision of</b>	No

<b>fiscal risks born by the Government.</b>	
<b>6.7 Consultation with affected communities on potential impact of PPP projects.</b>	No
<b>6.8 Approval of PPP projects.</b>	No
<b>6.9 Undertaking the procurement of PPPs.</b>	No
<b>6.10 Oversight of PPP implementation.</b>	Yes
<b>6.11 Other</b>	0
<b>6.11 please specify:</b>	0
<b>Please provide the relevant legal/regulatory provisions:</b>	<p>Article 4 of the PPP Law provides the responsibilities and competencies of the PPP Unit, including:</p> <ul style="list-style-type: none"> <li>a. identifying the works or services which might be constructed or provided through Partnerships and be included under the provisions of this law in accordance with paragraph 2.</li> <li>b. promoting in general the construction of works or the provision of services through the Partnership framework.</li> <li>c. facilitating and supporting Public Entities in pursuing the Contract Award Procedures, as defined in article 8 of the present law, for the selection of Private Entities that will be undertaking the construction of works or the provision of services under Partnership arrangements.</li> <li>d. monitoring the implementation of Partnership Contracts and Ancillary Agreements, regularly briefing of DESDIT, and preparing and submitting recommendations for the resolution of any problems that might arise and;</li> <li>e. preparing and presenting an annual report to the respective committee of the Parliament.</li> </ul>
<b>PPP Preparation</b>	
<b>8. Does the Ministry of Finance or Central Budgetary Authority</b>	Yes

<p><b>approve the PPP project before launching the procurement process?</b></p>	
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>No regulatory basis</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>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>No regulatory basis</p>
<p><b>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.</b></p>	<p>No</p>



<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>	<p>Article 4(2)(e) of the PPP Law provides that the PPP Unit shall, “e. in collaboration with the respective departments of the Ministry of Economy and Finance, as well as the respective departments of the Public Entities involved, to monitor all financial obligations undertaken by Public Entities, especially the future burden upon the Public Investment Programme that may or will result from the payments to be made to Partnerships subject to the provisions of this law.” And Article 4(2)(f) provides that the same Unit shall also in connection with preparing a list of works to be implemented as PPPs, issue “a report of the indicative budget of the work or services to be undertaken by the partnership under the Contract and, where appropriate, the Ancillary Agreements.” Moreover, Greece further applies the European System of Accounts, which embodies accounting and reporting liabilities.</p>
<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>	<p>Article 4(2)(e) of the PPP Law provides that the PPP Unit shall, “e. in collaboration with the respective departments of the Ministry of Economy and Finance, as well as the respective departments of the Public Entities involved, to monitor all financial obligations undertaken by Public Entities, especially the future burden upon the Public Investment Programme that may or will result from the payments to be made to Partnerships subject to the provisions of this law.” And Article 4(2)(f) provides that the same Unit shall also in connection with preparing a list of works to be implemented as PPPs, issue “a report of the indicative budget of the work or services to be undertaken by the partnership under the Contract and, where appropriate, the Ancillary Agreements.” Moreover, Greece further applies the European System of Accounts, which embodies accounting and reporting liabilities.</p>
<b>8.3. If yes to question 8.2, which of the following</b>	No

<p>alternative s best describes the regulation? : Accounting and reporting according to International Public Sector Accounting Standards (IPSAS).</p>	
<p>Accounting and reporting according to other international standard (e.g. European System of Accounts).</p>	<p>Yes</p>
<p>Please specify:</p>	<p>European System of Accounts</p>
<p>Other.</p>	<p>No</p>
<p>Please specify:</p>	<p>n/a</p>
<p>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</p>	<p>Yes</p>

<b>procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?</b>	
<b>If yes, please specify the relevant authority</b>	<p>The Inter-Ministerial Committee for Public-Private Partnerships (ICPPP), the collective governmental body which sets the general policy for PPPs, approves projects.</p>
<b>and provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 3 of the PPP Law provides that ICPPP shall,</p> <ul style="list-style-type: none"> <li>“a. approve the inclusion of Partnerships under the provisions of this law or revoke such approval decisions, pursuant to Article 5 paragraph 3,</li> <li>b. approve the inclusion in the Public Investment Programme of the contractual fee to be paid to the Private Entities,</li> <li>c. decide whether the public sector will participate in financing the construction of works or the provision of services, which consist the object of the partnership,</li> <li>d. make all other relevant decisions.”</li> </ul>
<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>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory</b>	<p>No regulatory basis</p>

<b>provisions (if any):</b>	
<b>10. Does the procuring authority use transaction advisors during the PPP project cycle?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 6(4) of the PPP Law provides that amongst the competencies of the PPP Unit are, "Hiring consultants and persons with specific qualifications: By decision of DESDIT, taken following a reasoned suggestion by EGSDIT, the latter may enter into contracts for provision of independent services or labour with financial, technical, tax, legal, insurance or other consultants, as well as specialist professionals and experts, who shall be persons or legal entities of recognized status and specific experience in projects similar to those for which their services are solicited. A similar decision will define the services to be provided by the aforesaid consultants and specially qualified persons, as well as their fees.</p>
<b>11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system,</b>	<p>No</p>

<p><b>multi-year perspective plans, medium-term budgetary framework ): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</b></p>	
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The regulatory framework prescribes the need for PPPs to be consistent with all other investment</b></p>	<p>No</p>

<p><b>priorities without establishing a specific procedure to achieve that goal.</b></p>	
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</b></p>	<p>Yes</p>
<p><b>If yes, please elaborate:</b></p>	<p>Contributors provided that the PPP Unit drafts twice per year a catalogue with the feasible projects to be included in the PPPs programme that will be approved by the Inter-Ministerial Committee for Public-Private Partnerships (ICPPP). The latter approves the PPPs according to the state fiscal condition.</p>
<p><b>The procuring authority does not evaluate PPPs against existing government priorities.</b></p>	<p>No</p>
<p><b>Please elaborate and</b></p>	<p>n/a</p>

<p><b>provide examples:</b></p>	
<p><b>11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?</b></p>	<p>Yes</p>
<p><b>If yes, please specify:</b></p>	<p>It is noted in this relevance that in most cases the public financing of a PPP Project derives from the EU National Strategic Reference Framework (NSRF) programmes. As such, the consistency of PPPs with other projects and their compliance with the applicable framework is duly monitored. Contributors additionally pointed out though that due to the public austerity program, the PPPs are subject to strict finance controls.</p>
<p><b>If no, please elaborate:</b></p>	<p>n/a</p>
<p><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):</b>          Socio-economic analysis          (cost-benefit analysis of</p>	<p>Yes</p>

<b>the socio-economic impact of the PPP project)</b>	
<b>Relevant legal/regulatory provision (if any)</b>	<p>Article 4(2) of the PPP Law provides, "Pursuant to its responsibilities a. to j. above, it shall collect the information necessary to decide which works or services can be implemented through Partnerships, and it shall evaluate the financial and technical parameters, as well as the associated legal and other problems. EGSDIT will then proceed to draw up a non-binding list of works and services (hereinafter List of Proposed Partnerships) that may be implemented through Partnerships and may be included to the provisions of this law. For each work or service included in the List of Proposed Partnerships, EGSDIT will draw up a brief report setting out its rationale for:</p> <p>aa) the financial, technical, socio-economic and legal reasons for which it considers that the construction of the specific works or provision of the specific services ought to proceed by means of a Public-Private Partnership."</p>
<b>Is there a specific methodology for the assessment ?</b>	<p>No</p>
<b>If yes, please elaborate</b>	<p>n/a</p>
<b>Is the assessment done in practice?</b>	<p>Yes</p>
<b>Details:</b>	<p>The PPP Unit has abided by this assessment in the PPP projects that have been procured.</p>
<b>12.2. Affordability assessment , including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)</b>	<p>Yes</p>
<b>Relevant legal/regulatory</b>	<p>Article 4(2) of the PPP Law provides, "Pursuant to its responsibilities a. to j. above, it shall collect the information necessary to decide which works or services can be implemented through Partnerships, and it shall evaluate the financial and technical parameters, as well as the</p>



<b>provision (if any)</b>	<p>associated legal and other problems. EGSDIT will then proceed to draw up a non-binding list of works and services (hereinafter List of Proposed Partnerships) that may be implemented through Partnerships and may be included to the provisions of this law. For each work or service included in the List of Proposed Partnerships, EGSDIT will draw up a brief report setting out its rationale for:</p> <p>aa) the financial, technical, socio-economic and legal reasons for which it considers that the construction of the specific works or provision of the specific services ought to proceed by means of a Public-Private Partnership.”</p>
<b>Is there a specific methodology for the assessment ?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	The PPP Unit has abided by this assessment in the PPP projects that have been procured.
<b>12.3. Risk identification, allocation and assessment (risk matrix)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>Is there a specific methodology for the assessment ?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Contributors provide this assessment is conducted in practice
<b>12.4. Comparativ</b>	Yes

<p><b>e</b> 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)</p>	
<p><b>Relevant legal/regulatory provision (if any)</b></p>	<p>Article 4(2) of the PPP Law provides, “Pursuant to its responsibilities a. to j. above, it shall collect the information necessary to decide which works or services can be implemented through Partnerships, and it shall evaluate the financial and technical parameters, as well as the associated legal and other problems. EGSDIT will then proceed to draw up a non-binding list of works and services (hereinafter List of Proposed Partnerships) that may be implemented through Partnerships and may be included to the provisions of this law. For each work or service included in the List of Proposed Partnerships, EGSDIT will draw up a brief report setting out its rationale for:</p> <p>aa) the financial, technical, socio-economic and legal reasons for which it considers that the construction of the specific works or provision of the specific services ought to proceed by means of a Public-Private Partnership.”</p>
<p><b>Is there a specific methodology for the assessment ?</b></p>	<p>No</p>
<p><b>If yes, please elaborate</b></p>	<p>n/a</p>
<p><b>Is the assessment done in practice?</b></p>	<p>Yes</p>
<p><b>Details:</b></p>	<p>Contributors provide this assessment is conducted in practice</p>
<p><b>12.5. Financial viability or bankability assessment</b></p>	<p>Yes</p>
<p><b>Relevant legal/regul</b></p>	<p>Article 4(2) of the PPP Law provides, “Pursuant to its responsibilities a. to j. above, it shall collect the information necessary to decide which works or services can be implemented through</p>

<b>atory provision (if any)</b>	<p>Partnerships, and it shall evaluate the financial and technical parameters, as well as the associated legal and other problems. EGSDIT will then proceed to draw up a non-binding list of works and services (hereinafter List of Proposed Partnerships) that may be implemented through Partnerships and may be included to the provisions of this law. For each work or service included in the List of Proposed Partnerships, EGSDIT will draw up a brief report setting out its rationale for:</p> <p>aa) the financial, technical, socio-economic and legal reasons for which it considers that the construction of the specific works or provision of the specific services ought to proceed by means of a Public-Private Partnership,</p> <p>cc) the actions which may have been taken by the Public Entity involved to meet the needs of preparing the award of the relevant Contracts, such as the recruitment of financial, technical and legal advisors, the elaboration of preliminary designs and/or studies and the preparation of draft contracts.”</p>
<b>Is there a specific methodology for the assessment ?</b>	<p>No</p>
<b>If yes, please elaborate</b>	<p>n/a</p>
<b>Is the assessment done in practice?</b>	<p>Yes</p>
<b>Details:</b>	<p>Contributors provided that the PPP Unit has abided by this assessment in the PPP projects that have been procured.</p>
<b>12.6. Market sounding and/or assessment (showing evidence of investors’ interest in the market for the project)</b>	<p>No</p>
<b>Relevant legal/regulatory provision (if any)</b>	<p>n/a</p>
<b>Is there a specific methodology for the assessment ?</b>	<p>n/a</p>

<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>	<p>Article 22 of the PPP Law provides,</p> <p>“1. Environmental impact studies The environmental impact studies required in each project shall be prepared and submitted for approval, and need to be approved before the award of the Partnership Contract. If the Public Entity involved, for reasons that could not originally be predicted even if special care was applied, imposes additional regulations, it must indemnify the Special Purpose Company for any additional cost or expense it may have sustained.</p> <p>2. Additional protection measures The Partnership Contract may include measures for increased protection of the natural and cultural environment, as long as these measures have been included in the respective Invitation to Tender.”</p>
<b>Is there a specific methodology for the assessment ?</b>	Yes
<b>If yes, please elaborate</b>	Law No. 4014 of 2011 on the Environmental Licensing of Works and Activities, Regulation of Illegal Constructions in connection with Environmental Stability and other Provisions Falling under the Competence of the Ministry of Environment provides provisions on procedures of conducting environmental impact assessments and obtaining correlative permits for “public and private projects and activities, the construction sector or operation of which may have an impact on the environment.”
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Contributors provided that the PPP Unit has abided by this assessment in the PPP projects that have been procured.
<b>12.8. Consultation process with affected communities on potential impact of</b>	No

<b>the PPP project</b>	
<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</b>	n/a

<b>provisions (if any):</b>	
<b>and specify which of the assessments are included in the request for proposals and/or tender documents :</b>	n/a
<b>13.1. Are the assessments published online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>specify the website</b>	n/a
<b>please specify which of the assessments are published online:</b>	n/a
<b>14. Does the procuring authority include a draft PPP contract in the request for proposals?</b>	Yes
<b>If yes, please provide the relevant</b>	Article 67 of the Public Procurement Law (Electronic availability of contract documents (Article 53 of Directive 2014/24 / EU)) provides, "1. Contracting authorities shall offer free, full, direct and free electronic access to contract documents from the date of publication of the notice / notification in accordance with Article 65 or the date of dispatch of the confirmation of interest

<b>legal/regulatory provisions (if any):</b>	invitation.” Contributors confirm that draft contracts are made available in request for proposals accordingly.
<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>	Articles 61 and 66 of the Public Procurement Law provide that tender documents are to be published electronically. Moreover, tender documents are published by the Publications Service of the EU and, on a national level, in the Central Electronic Registry of Public Procurement and on the website of each Procuring Authority.
<b>and please specify the website:</b>	Publications Service of the EU and, on a national level, in the Central Electronic Registry of Public Procurement ( <a href="http://www.promitheus.gov.gr/webcenter/faces/oracle/webcenter/page/scopedMD/sd0cb90ef_26cf_4703_99d5_1561ceff660f/Page119.jspx?_afLoop=27677569549697808#%40%3F_afLoop%3D27677569549697808%26_adf.ctrl-state%3Dwpcu8vgb1_4">http://www.promitheus.gov.gr/webcenter/faces/oracle/webcenter/page/scopedMD/sd0cb90ef_26cf_4703_99d5_1561ceff660f/Page119.jspx?_afLoop=27677569549697808#%40%3F_afLoop%3D27677569549697808%26_adf.ctrl-state%3Dwpcu8vgb1_4</a> ) and on the website of each Procuring Authority.
<b>15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?</b>	No
<b>If yes, please specify and provide a government-supported website where the mentioned</b>	n/a

standards are available or provide an electronic copy of them:	
16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the following requirements? Obtaining the required urban permits: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	Yes
To be established in the contract	No
Relevant legal/regulatory	Article 20 of the PPP Law provides, "All permits required for the design, construction, financing, operation, exploitation and maintenance of the works or provision of services under the Contract shall be issued in the name of and for the account of the Special Purpose Company. These



<b>provision (if any)</b>	permits shall be deemed to have been issued, if the authorities responsible for issuing them have not proceeded to issue a written, reasoned refusal to issue the permits within a period of sixty days after the Special Purpose Company has submitted the application for the permit. An application for a permit shall be deemed to have been legally submitted only if (a) it is accompanied by the supporting documentation required by law for the issuing of the permit in question (b) it has been pre-approved for the fulfilment of the needed documents in case such pre-approval is provided for by law.”
<b>16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)</b>	Yes
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Article 20 of the PPP Law provides, “All permits required for the design, construction, financing, operation, exploitation and maintenance of the works or provision of services under the Contract shall be issued in the name of and for the account of the Special Purpose Company. These permits shall be deemed to have been issued, if the authorities responsible for issuing them have not proceeded to issue a written, reasoned refusal to issue the permits within a period of sixty days after the Special Purpose Company has submitted the application for the permit. An application for a permit shall be deemed to have been legally submitted only if (a) it is accompanied by the supporting documentation required by law for the issuing of the permit in question (b) it has been pre-approved for the fulfilment of the needed documents in case such pre-approval is provided for by law.” Additionally, Article 22(1) obliges the public entity with such role by providing, “The environmental impact studies required in each project shall be prepared and submitted for approval, and need to be approved before the award of the Partnership Contract. If the Public Entity involved, for reasons that could not originally be predicted even if

	special care was applied, imposes additional regulations, it must indemnify the Special Purpose Company for any additional cost or expense it may have sustained.”
<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>	Yes
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Article 20 of the PPP Law provides, “All permits required for the design, construction, financing, operation, exploitation and maintenance of the works or provision of services under the Contract shall be issued in the name of and for the account of the Special Purpose Company. These permits shall be deemed to have been issued, if the authorities responsible for issuing them have not proceeded to issue a written, reasoned refusal to issue the permits within a period of sixty days after the Special Purpose Company has submitted the application for the permit. An application for a permit shall be deemed to have been legally submitted only if (a) it is accompanied by the supporting documentation required by law for the issuing of the permit in question (b) it has been pre-approved for the fulfilment of the needed documents in case such pre-approval is provided for by law.”
<b>16.4. Obtaining the required land: Procuring authority (or other Government entity)</b>	Yes

<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.5. Obtaining the required right of way: Procuring authority (or other Government entity)</b>	Yes
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No

<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>PPP Procurement</b>	
<b>18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The bid evaluation committee members require sufficient qualification without</b>	Yes

<b>specific details.</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 221 of the Public Procurement Law, by decision of the Contracting Authority, consultative committees are set up for specific contracts. Article 344 of the same Law provides that Contracting Authorities ensure that the staff responsible for the preparation, conclusion and implementation of procurement have necessary training, experience, and specialization. There is a Register of Certified Procurement Employees, which is established by a presidential Decree.
<b>The bid evaluation committee members are not required to have any specific qualifications.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<b>19. Does the procuring authority issue a public procurement notice of the PPP project?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	The PPP Law in Article 9(2)(b) sets the principles that are to be upheld with regards to PPP projects, of which transparency is one of, and provides, "The principle of Transparency means that the Contracting Authority ought to publicise its intention to conclude a Work Contract, Service Contract or Mixed Contract, in order to ensure conditions of fair competition without distortion." Moreover, the Public Procurement Law in Article 33 provides that the Contracting Authorities publish the notices at the Central Electronic Registry Public Procurement and at their website if equipped by automated distribution channel (RSSFEED). The notices bear the online registration suspension number. Furthermore, they should be sent to EU service and be published in accordance with the rules established by the European Commission, which are available at the website: <a href="http://simap.europa.eu">http://simap.europa.eu</a> . Article 30 of the same Law also provides for the obligation of contracting authority to publish notice of the PPP project. It provides for certain exceptions from the publication obligation such in case when only one economic provider may provide such work or service. Publication at the European Commission's website also applies to concessions (Article 32).
<b>19.1. If yes, is the</b>	Yes

<b>public procurement notice published online?</b>	
<b>If yes, please specify the website:</b>	<a href="http://www.eprocurement.gov.gr/">www.eprocurement.gov.gr/</a> <a href="http://www.promitheus.gov.gr/webcenter/faces/oracle/webcenter/page/scopedMD/sd0cb90ef_26cf_4703_99d5_1561ceff660f/Page119.jspx?_afLoop=24485119191528904&amp;_adf.ctrl-state=vqz2mc9wn_4">http://www.promitheus.gov.gr/webcenter/faces/oracle/webcenter/page/scopedMD/sd0cb90ef_26cf_4703_99d5_1561ceff660f/Page119.jspx?_afLoop=24485119191528904&amp;_adf.ctrl-state=vqz2mc9wn_4</a> ; <a href="http://www.sdit.mnec.g">http://www.sdit.mnec.g</a> ; <a href="http://simap.europa.eu">http://simap.europa.eu</a> ; <a href="http://ted.europa.eu/TED/main/HomePage.do">http://ted.europa.eu/TED/main/HomePage.do</a>
<b>20. Are foreign companies prohibited from participating in the bidding process?</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<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>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>According to Article 27 of the Public Procurement Law, in open procedures the minimum time limit for the receipt of tenders shall be 35 days from the day on which the contract notice was sent to the Office of Publications of the EU. Article 28 of this Law also provides that in restricted procedures the minimum time limit for the receipt of tenders shall be 30 days from the day on which the contract notice was sent to the Office of Publications of the EU. In accordance with Article 29 and 30 of the Public Procurement Law, in the competitive procedure with negotiation and in the competitive dialogue the minimum time limit for the receipt of tenders shall</p>

	respectively be 30 days from the day on which the contract notice was sent to the Office of Publications of the EU.
<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>	Article 11 of the Public Procurement Law provides that the procurement procedures may be either open procedures or restricted procedures.
<b>22.2. Restricted tendering (with pre-qualification stage): Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Article 11 of the Public Procurement Law provides that the procurement procedures may be either open procedures or restricted procedures.
<b>22.3 Multi-stage tendering (with shortlisting of final candidate(s))</b>	Yes

<b>)): Available</b>	
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>22.4. Competitive dialogue: Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to Article 13 of the PPP Law, “in the case of “Particularly Complex Contracts”, where the Contracting Authority considers that the use of the open or restricted procedure will not permit the awarding of a particular contract, it can have recourse to the Competitive Dialogue Procedure, in accordance with this article.” “Particularly Complex Contracts” refer to contracts where their basic parameters (technical, financial, operational, legal and other) may not objectively be determined by the Contracting Authority. The Article goes on to elaborate the circumstances and criteria of such procedures in order to ultimately award the most economically advantageous tender.
<b>22.5. Direct negotiation with more than one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.6. Direct negotiation with only one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.7 Other. Specify:</b>	No
<b>Available</b>	No
<b>Default</b>	No



<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>	<p>Article 8 of the PPP Law provides,</p> <p>“Invitation to Tender shall mean the document whereby the Contracting Authority:</p> <ul style="list-style-type: none"> <li>• defines the form and individual stages of the Contract Award Procedure,</li> <li>• describes the object of the contract to be awarded and, possibly, certain specific substantial terms of that contract,</li> <li>• describes the estimated contract price or fee for the provision of services, provided that an objective estimation is possible,</li> <li>• sets out the rights and obligations of the Contracting Authority, as well as any special regulations and rights to which it may have recourse, such as the right to limit candidates, the right to seek clarifications and additional information,</li> <li>• sets out the legislative provisions applicable to the Contract Award Procedure,</li> <li>• defines the required qualifications and abilities of candidates, and</li> <li>• defines other terms and conditions to be in force throughout the Contract Award Procedure, as well as the various parts of that procedure.”</li> </ul>
<b>If no, please elaborate:</b>	n/a
<b>22.9. Do the tender documents specify the prequalification/short listing criteria (when applicable) in order to make them available to all the bidders?</b>	Yes

<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Article 8 of the PPP Law applies, which provides,  “Invitation to Tender shall mean the document whereby the Contracting Authority:</p> <ul style="list-style-type: none"> <li>• defines the form and individual stages of the Contract Award Procedure,</li> <li>• describes the object of the contract to be awarded and, possibly, certain specific substantial terms of that contract,</li> <li>• describes the estimated contract price or fee for the provision of services, provided that an objective estimation is possible,</li> <li>• sets out the rights and obligations of the Contracting Authority, as well as any special regulations and rights to which it may have recourse, such as the right to limit candidates, the right to seek clarifications and additional information,</li> <li>• sets out the legislative provisions applicable to the Contract Award Procedure,</li> <li>• defines the required qualifications and abilities of candidates, and</li> <li>• defines other terms and conditions to be in force throughout the Contract Award Procedure, as well as the various parts of that procedure.” <p>Article 12(1) of the PPP Law also provides,  “Minimum qualifications and abilities  Subject always to the general principles set out in Article 9, the Contracting Authority is entitled to determine the minimum qualifications and abilities of the candidates. These minimum qualifications and abilities shall be set out in the Invitation to Tender.”</p> </li></ul>
<p><b>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</b></p>	<p>Yes</p>
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>If no, please elaborate:</b></p>	<p>n/a</p>
<p><b>23. Can interested parties/potential bidders submit questions to clarify the public</b></p>	<p>Yes</p>

<b>procurement notice and/or the request for proposals?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 67(2) of the Public Procurement Law provides that if requested in sufficient time, the contracting authorities shall provide all tenderers participating in the contract award procedure with additional information on the specifications and any relevant supporting documents not later than six days before the expiry of the time limit fixed for the receipt of tenders. In the case of an accelerated procedure as referred to in Article 27 (3) and Article 28 (7), this period shall be four (4) days.</p>
<b>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>No regulatory basis</p>
<b>23.2. Based on your experience, is it always the case that this disclosure of information</b>	<p>Yes</p>

<b>n is done in practice?</b>	
<b>If yes, please specify:</b>	Contributors provided that such disclosure occurs in practice, particularly on the basis that otherwise other participants in such procurement would be entitled to initiate a procedure before the competent administrative courts and suspend the whole procurement process.
<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>	<p>Article 46 of the Public Procurement Law provides that  “Before launching a procurement procedure, the contracting authorities may consult the market in order to prepare the contract award procedure and to inform the economic operators of their drafts and requirements in respect of contracts.  To this end, contracting authorities may, for example, seek or accept advice from independent experts or authorities, such as the Authority and the Monitoring and Concepts Unit of the International and European Economic and Monetary Affairs Law (KEDOD) or market participants. Such advice may be used to design and carry out the contract award procedure, provided that such advice does not result in distortion of competition and breach of the principles of non-discrimination and transparency.”</p> <p>Contributors confirmed that procuring authorities use this also with interested parties to the bidding process.</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</b>	Yes

<b>to all bidders?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 47(3) of the Public Procurement Law, “The consultation process shall be conducted in accordance with Articles 22, 36 and 37 for at least fifteen (15) days and may not exceed sixty (60) days from the publication of the relevant notice or from the sending of the relevant invitation. This period may be extended, particularly in cases of contracts of major economic value or of a very complex nature. After the expiry of the deadline set in the invitation to complete the consultation, the contracting authority collects, posts on its website and handles the comments submitted. The last subparagraph shall not apply in the cases referred to in the third subparagraph of paragraph 1.”
<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>	Contributors provide that this is done in practice especially considering that failure to respect such disclosure could result in participants initiating respective procedures with the aim of suspending the procurement and requesting compensation.
<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</b>	Article 15(2) of the PPP Law, under “Financial Standing”, provides, “Following the ascertainment described in paragraph 1, the Contracting Authority shall proceed to verify the economic and financial standing of the candidates or tenderers, including the details set out in sections a. to c. of Article 18 paragraph 1, and also to verify details of the candidate’s or tenderer’s ability to secure credit. In order to carry out the above verifications, the Contracting Authority may, inter alia, request that the candidates or tenderers

<b>provisions (if any):</b>	<p>present documentation showing:</p> <ul style="list-style-type: none"> <li>a. the existence of bank funding or support, in accordance with the conditions to be set out in the Invitation to Tender,</li> <li>b. their financial condition (as demonstrated in balance sheets or extracts thereof),</li> <li>c. their overall turnover, or their turnover in the fields of activity related to the Contract, for a maximum of the last three financial years,</li> <li>d. the formal commitment of third parties to support the candidate or tenderer during execution of the Contract, or to participate in its financing (for example, in the form of a declaration by the third party), if the tenderer has invoked such a commitment,</li> <li>e. in cases where the candidate or tenderer is a joint venture, the nature and extent of the commitment to financial participation of the various parties participating in the joint venture, or third parties (for example, in the form of a declaration or certification supplied by the members of the joint venture),</li> <li>f. their ability to secure credit (for example, in the form of certification of credit ranking from an international credit agency).</li> </ul> <p>In the event that the candidate or tenderer is unable, for any valid reason, to provide the documentation required by the Contracting Authority, it may prove its economic and financial standing by any other document the Contracting Authority deems appropriate.</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>Article 10 of the PPP Law provides,  “1. Criteria for contract award  Contracts shall be awarded by the Public Entity acting as Contracting Authority either on the criterion of the tender being the most economically advantageous, or on the criterion of lowest price.”  The Article proceeds with defining “the most economically advantageous” and “lowest price” criterion.</p>
<b>Evaluation criteria is not set in the tender documents</b>	<p>No</p>

**27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.**

No

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

n/a

**The procuring authority considers sole proposals valid as long as they meet**

Yes

<b>the conditions outlined in the tender documents .</b>	
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 12 of the PPP Law provides,          “2. Limits on candidates          In Restricted Procedures, Negotiated Procedures (if conducted with the publication of an Invitation to Tender) and Competitive Dialogue Procedures, the Contracting Authority may limit the number of suitable candidates they will invite to tender, to negotiate or to conduct a dialogue with, providing a sufficient number of suitable candidates is available. In the Invitation to Tender, the Contracting Authority shall indicate the objective and non-discriminatory criteria or rules it intends to apply, the minimum number of candidates it intend to invite and, where appropriate, the maximum number. In Restricted Procedures the minimum number of candidates shall be five. In the Negotiated Procedure (if conducted with the publication of an Invitation to Tender) and in the Competitive Dialogue Procedure, the minimum number of candidates shall be three. In any event, the number of invited candidates shall be sufficient to ensure genuine competition. The Contracting Authorities shall invite the number of candidates at least equal to the minimum number of candidates set in advance. Where the number of candidates meeting the selection criteria and the minimum qualifications and abilities set out in the Invitation to Tender is below the minimum number, the Contracting Authority may continue the Contract Award Procedure by inviting the candidate or candidates meeting the minimum qualifications and abilities. The Contracting Authority may not include in the Contract Award Procedure individuals who did not request to participate, or candidates who do not have the required capabilities.”</p>
<b>The procuring authority does not award a PPP contract if only one proposal is submitted.</b>	<p>No</p>
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>The regulatory framework does not include any provisions.</b>	<p>No</p>
<b>28. Does the</b>	<p>Yes</p>



<b>procuring authority publish the award notice?</b>	
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 64(1) of the Public Procurement Law provides, “No later than 30 days after the conclusion of a contract or framework agreement, following the award or award decision concerned, the contracting authorities shall send a contract notice to the results of the contract award procedure. Such notifications shall contain the information provided for in Part D of Annex V of Appendix A and shall be published in accordance with Article 65.”</p> <p>Article 65 of this Law provides many details, including but not limited to, “2. The notices and notifications referred to in Articles 62 to 64 shall be drawn up, transmitted by electronic means to the Publications Office of the Union and published in accordance with Annex VIII of Appendix A.”</p>
<b>28.1. If yes, is the public procurement award notice published online?</b>	<p>Yes</p>
<b>If yes, please specify the website:</b>	<p>Contracting Authorities’ websites  <a href="http://ted.europa.eu/TED/main/HomePage.do">http://ted.europa.eu/TED/main/HomePage.do</a>  <a href="http://www.promitheus.gov.gr">http://www.promitheus.gov.gr</a>  <a href="http://www.eprocurement.gov.gr/kimds/unprotected/searchNotice.htm?execution=e2s1">http://www.eprocurement.gov.gr/kimds/unprotected/searchNotice.htm?execution=e2s1</a>  <a href="http://www.sdit.mnec.gr/en">http://www.sdit.mnec.gr/en</a></p>
<b>29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>According to Article 105 of the L. 4412/2016 the Contracting Authority shall immediately notify the award decision with a copy of all the minutes of the monitoring process and assessing of tenders to every tenderer other than the temporary contractor, by any appropriate means, such as fax, email upon receipt. According to Article 44 of the L.4413/2016 the Contracting Authority informs all participants on the result of the procedure, and the name of the selected bidder. Upon request of an interested participant the Contracting Authority is also obliged to provide the characteristics and advantages of the selected bid.</p>

<b>If no, please elaborate:</b>	n/a
<b>29.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory</b>	Article 361 of the Public Procurement Law under “Time limit for bringing an action” provides, “1. In the event of an appeal against an act of the contracting authority, the time-limit for bringing the reference for a preliminary ruling shall be: (A) ten (10) days from notification of the contested act to the economic operator concerned if the transaction was notified by electronic means or by fax; or (B) fifteen (15) days from the notification of the contested act to the economic operator concerned if other means of communication were used, otherwise,

<b>provisions (if any):</b>	<p>(C) ten (10) days from full, actual or presumed knowledge of the act adversely affecting the interests of the economic operator concerned. Especially for an appeal against a notice, full knowledge of this is presumed after fifteen (15) days of publication in KIMDIS.</p> <p>2. In case of omission, the time limit for the preliminary ruling shall be fifteen (15) days from the day following the completion of the contested omission.”</p>
<b>and the time in calendar days:</b>	<p>15</p>
<b>30.1. Is the standstill period set out in the notice of intention to award?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 105(1) of the Public Procurement Law provides that the award decision lays down the time limits for the suspension of the contract, in accordance with Articles 360 below.</p>
<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>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory</b>	<p>Article 8, 9(1)(2)(a), &amp; 14. Article 14 of the PPP Law list the situations in which the Contracting Authority may proceed with negotiations (such as if there was no offer in full compliance with the terms of the procurement or if the amendments of the contract are not substantial). In these cases, negotiations are performed with all applicants in order to achieve the best offer. The Law particularly regulates in this procedure that the Contracting Authority should apply the principle</p>

<b>provisions (if any):</b>	of equal treatment to all participants by providing the exact same information to all, while at the same time not providing any information which may be useful only to some participants, thereby providing them a competitive advantage.
<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 the experience of our contributors, especially when advising a Contracting Authority, this is applied in practice. Also, participants have the possibility to seek legal remedies if they receive information about a breach of the above principles.
<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>	According to Articles 64(1) and 66 of the Public Procurement Law, no later than 30 days after the conclusion of a contract or framework agreement, following the award or award decision concerned, the contracting authorities shall send a contract notice to the results of the contract award procedure. Such notifications shall contain the information provided for in Part D of Annex V of Appendix A and shall be published in accordance with Article 65. Contributors confirmed that PPP contracts are published as part of the information that is provided to all participants.
<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</b>	No

<b>and appendixes</b>	
<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.eprocurement.gov.gr/">www.eprocurement.gov.gr/</a> <a href="http://ted.europa.eu/TED/main/HomePage.do">http://ted.europa.eu/TED/main/HomePage.do</a> <a href="http://www.promitheus.gov.gr">http://www.promitheus.gov.gr</a>
<b>32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>No regulatory basis</p>
<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>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory</b>	<p>Article 17 of the PPP Law provides,  “2. Content of Partnership Contract  The Partnership Contracts and Ancillary Agreements shall contain clear and detailed descriptions of the rights and obligations of the Parties under the Partnership concerning its object.  Specifically, the above contracts shall make special provision for the following:  b. The method of monitoring the performance and operation of the work or provision of the</p>

<b>provisions (if any):</b>	service either by independent companies recruited for this purpose by the Public and Private Entities acting in common, or by the competent State agencies.” Contributors furthermore provide that according to Law 4013/2011 on Bankruptcy, an Independent Authority of Public Contracts was established, whose role is, inter alia, the supervision of the performance of public contracts.
<b>41.1. If yes, which of the following tools does it include (check all that apply)?:</b> Establishment of a PPP contract management team	Yes
<b>Relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<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/regul</b>	n/a

<b>atory provisions (if any):</b>	
<b>Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)</b>	<p>No</p>
<b>Relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<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>	<p>Yes</p>
<b>Relevant legal/regulatory provisions (if any):</b>	<p>Article 17 of the PPP Law provides,  “2. Content of Partnership Contract  The Partnership Contracts and Ancillary Agreements shall contain clear and detailed descriptions of the rights and obligations of the Parties under the Partnership concerning its object.  Specifically, the above contracts shall make special provision for the following:  h. The allocation of risk between the parties and the consequences of events representing force majeure.  i. The insurance policies for the Contract object, or for the Private Entity.</p>
<b>41.2. Which of</b>	<p>n/a</p>



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.

If yes, please specify and provide the relevant legal/regulatory provisions (if any):

The PPP contract management team members are required to meet sufficient qualification without

n/a

Yes

<b>specific details.</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>The PPP contract management team members are not required to meet any specific qualifications.</b>	n/a
<b>Please elaborate and provide examples:</b>	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
<b>If yes, please provide the relevant legal/regulatory</b>	<p>Article 17 of the PPP Law provides,</p> <p>“2. Content of Partnership Contract</p> <p>The Partnership Contracts and Ancillary Agreements shall contain clear and detailed descriptions of the rights and obligations of the Parties under the Partnership concerning its object. Specifically, the above contracts shall make special provision for the following:</p> <p>b. The method of monitoring the performance and operation of the work or provision of the service either by independent companies recruited for this purpose by the Public and Private</p>

<b>provisions (if any):</b>	<p>Entities acting in common, or by the competent State agencies.</p> <p>c. The methods of ensuring quality during implementation and operation of the work or provision of the service.</p> <p>d. The time-schedule for the performance of the object of the Partnership, the conditions under which it may be amended, the penalties and bonuses to be applied in the event of failure to comply with the time-schedule or early completion, the duration of the Partnership Contract, and the conditions under which its term may be extended or abridged.</p> <p>l. The mode of operation, maintenance and exploitation of the Partnership object.”</p>
<b>42.1. If yes, is the PPP contract construction performance information made available to the public?</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>42.2. If yes, is the PPP contract construction performance information made publicly available online?</b>	<p>n/a</p>
<b>If yes, please specify the website:</b>	<p>n/a</p>
<b>43. Does the procuring or contract management authority establish a monitoring</b>	<p>Yes</p>

<b>and evaluation system of the PPP contract implementation after construction?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 17 of the PPP Law provides,  “2. Content of Partnership Contract  The Partnership Contracts and Ancillary Agreements shall contain clear and detailed descriptions of the rights and obligations of the Parties under the Partnership concerning its object. Specifically, the above contracts shall make special provision for the following:</p> <p>b. The method of monitoring the performance and operation of the work or provision of the service either by independent companies recruited for this purpose by the Public and Private Entities acting in common, or by the competent State agencies.</p> <p>c. The methods of ensuring quality during implementation and operation of the work or provision of the service.</p> <p>d. The time-schedule for the performance of the object of the Partnership, the conditions under which it may be amended, the penalties and bonuses to be applied in the event of failure to comply with the time-schedule or early completion, the duration of the Partnership Contract, and the conditions under which its term may be extended or abridged.</p> <p>w. Determining the procedures for delivery of the project to the public sector upon the end of the exploitation period, the eventual obligations for training and transfer of know-how from the Private Entity to the Public Entity, the specifications applicable to the object on handover and the guarantees, as well as their duration, following the handover of the work or the service by the Public Entity.”</p>
<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>	<p>Yes</p>
<b>Relevant legal/regul</b>	<p>No regulatory basis</p>

<b>atory provisions (if any)</b>	
<b>The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	<p>Article 17 of the PPP Law provides,</p> <p>“2. Content of Partnership Contract</p> <p>The Partnership Contracts and Ancillary Agreements shall contain clear and detailed descriptions of the rights and obligations of the Parties under the Partnership concerning its object. Specifically, the above contracts shall make special provision for the following: d. The time-schedule for the performance of the object of the Partnership, the conditions under which it may be amended, the penalties and bonuses to be applied in the event of failure to comply with the time-schedule or early completion, the duration of the Partnership Contract, and the conditions under which its term may be extended or abridged.</p>
<b>The private partner must provide the procuring or contract management authority with periodic operational and financial data</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	No regulatory basis
<b>The procuring or contract</b>	No

<b>management authority must periodically gather information on the performance of the PPP contract</b>	
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<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</b>	No

<b>from the operation of a PPP project?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Article 28 of the PPP Law highlights the circumstances of changes made to the private partner structure by providing, transfers of shares, increases in share capital and changes in corporate status</p> <p>The following shall not be valid without the written consent of the Public Entity:</p> <ul style="list-style-type: none"> <li>a. any transfer outside the stock exchange of shares in the Special Purpose Company, or any other transaction involving the transfer of voting rights, if such transactions take place before commencement of project operation and/or provision of services,</li> <li>b. any increase in share capital, or any amendment of the articles of incorporation of the Special Purpose Company, apart from those that are mandatory under the Partnership Contract, the Ancillary Agreements or the law,</li> <li>c. any issue of bonds,</li> <li>d. any form of merger, break-up, takeover or other change in corporate status of the Special Purpose Company.</li> </ul> <p>In those cases, the special terms and conditions involved in granting consent shall be determined</p>

	in the Partnership Contract.
<b>45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first five years of operation).</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</b>	Yes
<b>If yes, please</b>	Article 43 of Law No. 4413/2016 on Concessions Contracts (EU 2014/23/EU on the Award of Concession Contracts) provides,



<p><b>provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>1. Concessions may be modified without a new concession award procedure in accordance with this Directive in any of the following cases:            (d) where a new concessionaire replaces the one to which the contracting authority or the contracting entity had initially awarded the concession as a consequence of either:            (i) an unequivocal review clause or option in conformity with point (a);            (ii) universal or partial succession into the position of the initial concessionaire, following corporate restructuring, including takeover, merger, acquisition or insolvency, of another economic operator that fulfils the criteria for qualitative selection initially established provided that this does not entail other substantial modifications to the contract and is not aimed at circumventing the application of this Directive;</p>
<p><b>In other cases, flexibility to change the ownership structure and/or assign the contract.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>n/a</p>
<p><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></p>	<p>Yes</p>

<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>Article 132 of the Public Procurement Law sets out the cases in which contracts and framework agreements may be amended without a new contract procedure.</p>
<p><b>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>n/a</p>
<p><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></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant</b></p>	<p>Article 132(2) of the Public Procurement Law provides,” 2. Without requiring verification that the conditions of paragraphs (a) to (d) of paragraph 4 are met, contracts may be amended without a new public procurement procedure in accordance with this Book, provided that the value of the amendment is less than two of the following</p>

<b>legal/regulatory/standard contractual provisions (if any):</b>	values: (C) the amendment substantially extends the scope of the contract or framework agreement.”
<b>A change in the risk allocation of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	No regulatory basis
<b>A change in the financial and/or economic balance of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 43 of Law No. 4413/2016 on Concessions Contracts (EU 2014/23/EU on the Award of Concession Contracts) provides, “4. A modification of a concession during its term shall be considered to be substantial within the meaning of point (e) of paragraph 1, where it renders the concession materially different in character from the one initially concluded. In any event, without prejudice to paragraphs 1 and 2, a modification shall be considered to be substantial where one or more of the following conditions is met: (a) the modification introduces conditions which, had they been part of the initial concession award procedure, would have allowed for the admission of applicants other than those initially selected or for the acceptance of a tender other than that originally accepted or would have attracted additional participants in the concession award procedure; (b) the modification changes the economic balance of the concession in favour of the concessionaire in a manner which was not provided for in the initial concession.”
<b>A change in the duration of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 17 of the PPP Law provides, 2. Content of Partnership Contract The Partnership Contracts and Ancillary Agreements shall contain clear and detailed descriptions of the rights and obligations of the Parties under the Partnership concerning its object. Specifically, the above contracts shall make special provision for the following: d. The time-

<b>atory/standard contractual provisions (if any):</b>	schedule for the performance of the object of the Partnership, the conditions under which it may be amended, the penalties and bonuses to be applied in the event of failure to comply with the time-schedule or early completion, the duration of the Partnership Contract, and the conditions under which its term may be extended or abridged.
<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>	Article 132 of the Public Procurement Law provides,” 1. Contracts and framework agreements may be amended without a new contract procedure in any of the following cases: (Bb) would entail significant problems or substantial overlap of costs for the contracting authority. However, any price increase does not exceed fifty percent (50%) of the value of the original contract. In the case of successive amendments, the cumulative value of these amendments may not exceed fifty per cent (50%) of the value of the original contract or framework agreement. Subsequent amendments are not intended to avoid the implementation of this book (Articles 3 to 221).”
<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</b>	Yes

<b>during the life of the PPP contract? (check all that apply): Force Majeure</b>	
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Article 17 of the PPP Law provides, 2. Content of Partnership Contract The Partnership Contracts and Ancillary Agreements shall contain clear and detailed descriptions of the rights and obligations of the Parties under the Partnership concerning its object. Specifically, the above contracts shall make special provision for the following: h. The allocation of risk between the parties and the consequences of events representing force majeure.</p>
<b>Material Adverse government action .</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</p>
<b>Change in the Law.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</p>
<b>Refinancing .</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/stan</b>	<p>n/a</p>

<b>Standard contractual provisions (if any):</b>	
<b>Subcontracting and replacement of the subcontractors.</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Article 131 of the Public Procurement Law under “Subcontracting”, regulates various circumstances amongst which are,  5. In order to ensure that the obligations under Article 18 (2) are not breached, contracting authorities may, in accordance with Articles 79 to 81, verify the existence of exclusionary grounds for subcontractors in accordance with Articles 73 and 74. In the case The contracting authority:  (A) require the economic operator to replace a subcontractor when that verification reveals that there are compelling reasons to foreclose it; and  (B) may require the economic operator to replace a subcontractor when that verification reveals that there are potential grounds for foreclosure.</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>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard</b>	<p>Article 17 of the PPP Law provides,  “2. Content of Partnership Contract  The Partnership Contracts and Ancillary Agreements shall contain clear and detailed descriptions of the rights and obligations of the Parties under the Partnership concerning its object. Specifically, the above contracts shall make special provision for the following:  y. The procedures for the resolution of disputes that may arise, by an expert panel nominated by a joint decision of the involved parties.”  Additionally, Article 31 of the PPP Law under “Resolution of disputes – Applicable Law” provides,</p>

<b>contractual provisions (if any):</b>	<p>“1. Arbitration Any dispute arising in relation to the application, interpretation or validity of the Partnership Contracts or Ancillary Agreements shall be resolved by arbitration.</p> <p>2. Rules of Arbitration In deviation from the provisions in force for public sector arbitration, the Partnership Contract or Ancillary Agreements set out rules for the appointment of arbitrators, the rules of arbitration to be applied, the place of the Arbitration court (or other body), the fees to be paid to the arbitrators (where fees are not specified in the applicable arbitration rules) and the language in which the arbitration shall be conducted. The arbitrators’ decision shall be final and irrevocable, and not subject to any further judicial or extra-judicial appeal; it shall be carried out without any requirement of ratification by the regular courts, and the parties involved shall be committed to comply immediately with its terms and conditions.</p> <p>3. Applicable Law For the resolution of disputes involving the interpretation, application or validity of the Partnership Contract, Greek substantial Law shall be applicable.”</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>Yes</p>
<b>Mediation</b>	<p>Yes</p>
<b>Please provide the relevant legal/regulatory/standard</b>	<p>Article 31 of the PPP Law under “Resolution of disputes – Applicable Law” provides, “1. Arbitration Any dispute arising in relation to the application, interpretation or validity of the Partnership Contracts or Ancillary Agreements shall be resolved by arbitration. 2. Rules of Arbitration</p>

<b>contractual provisions (if any)</b>	<p>In deviation from the provisions in force for public sector arbitration, the Partnership Contract or Ancillary Agreements set out rules for the appointment of arbitrators, the rules of arbitration to be applied, the place of the Arbitration court (or other body), the fees to be paid to the arbitrators (where fees are not specified in the applicable arbitration rules) and the language in which the arbitration shall be conducted. The arbitrators' decision shall be final and irrevocable, and not subject to any further judicial or extra-judicial appeal; it shall be carried out without any requirement of ratification by the regular courts, and the parties involved shall be committed to comply immediately with its terms and conditions.</p> <p>3. Applicable Law For the resolution of disputes involving the interpretation, application or validity of the Partnership Contract, Greek substantial Law shall be applicable."</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>Article 31 of the PPP Law provides, 2. Rules of Arbitration In deviation from the provisions in force for public sector arbitration, the Partnership Contract or Ancillary Agreements set out rules for the appointment of arbitrators, the rules of arbitration to be applied, the place of the Arbitration court (or other body), the fees to be paid to the arbitrators (where fees are not specified in the applicable arbitration rules) and the language in which the arbitration shall be conducted. The arbitrators' decision shall be final and irrevocable, and not subject to any further judicial or extra-judicial appeal; it shall be carried out without any requirement of ratification by the regular courts, and the parties involved shall be committed to comply immediately with its terms and conditions.</p>
<b>International arbitration</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	<p>Article 31 of the PPP Law provides, 2. Rules of Arbitration In deviation from the provisions in force for public sector arbitration, the Partnership Contract or Ancillary Agreements set out rules for the appointment of arbitrators, the rules of arbitration to be applied, the place of the Arbitration court (or other body), the fees to be paid to the arbitrators (where fees are not specified in the applicable arbitration rules) and the language in which the arbitration shall be conducted. The arbitrators' decision shall be final and irrevocable, and not subject to any further judicial or extra-judicial appeal; it shall be carried out without any requirement of ratification by the regular courts, and the parties involved shall be committed to comply immediately with its terms and conditions.</p> <p>Greece is also party to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958) since July 16, 1962.</p>



<b>Investor-State arbitration</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	<p>Article 31 of the PPP Law provides,  2. Rules of Arbitration  In deviation from the provisions in force for public sector arbitration, the Partnership Contract or Ancillary Agreements set out rules for the appointment of arbitrators, the rules of arbitration to be applied, the place of the Arbitration court (or other body), the fees to be paid to the arbitrators (where fees are not specified in the applicable arbitration rules) and the language in which the arbitration shall be conducted. The arbitrators' decision shall be final and irrevocable, and not subject to any further judicial or extra-judicial appeal; it shall be carried out without any requirement of ratification by the regular courts, and the parties involved shall be committed to comply immediately with its terms and conditions.  Greece is also member of the Convention on the Settlement of Investment Disputes between States and Nationals of Other States since April 21, 1969.</p>
<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>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Article 132(1) of the Public Procurement Law provides for permitted amendments to the PPP contract (public contract) when:  (D) where a new contractor replaces the person who was originally awarded the contract by the contracting authority as a result of:  (Bb) the total or partial succession of the original contractor as a result of a corporate restructuring, including acquisition, absorption, merger or insolvency, in particular in the context of a bankruptcy or bankruptcy procedure, by another economic operator meeting the qualitative selection criteria originally set, Provided that the succession does not entail any other substantive amendments to the Convention and is not intended to avoid the application of this Law.</p>
<b>50. Does the regulatory framework (including standard</b>	<p>No</p>

<p><b>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></p>	
<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	n/a
<p><b>50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory framework expressly</b></p>	n/a

<b>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</b>	n/a

<p><b>provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	
<p><b>Other.</b></p>	n/a
<p><b>Please Specify:</b></p>	n/a
<p><b>51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?</b></p>	Yes
<p><b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>Article 17 of the PPP Law provides,  “2. Content of Partnership Contract  The Partnership Contracts and Ancillary Agreements shall contain clear and detailed descriptions of the rights and obligations of the Parties under the Partnership concerning its object.  Specifically, the above contracts shall make special provision for the following:  r. The grounds for termination of each contract and the consequences thereof.  Additionally, Article 133 of the Public Procurement Law under “Right to terminate the contract unilaterally” provides, “1. Contracting authorities may, under the conditions laid down by the applicable provisions, terminate a public contract during its performance” and follows with the circumstances that permit such termination.</p>
<p><b>51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the</b></p>	Yes

<b>PPP contract?</b>	
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Article 17 of the PPP Law provides,            “2. Content of Partnership Contract            The Partnership Contracts and Ancillary Agreements shall contain clear and detailed descriptions of the rights and obligations of the Parties under the Partnership concerning its object.            Specifically, the above contracts shall make special provision for the following:            r. The grounds for termination of each contract and the consequences thereof.            Article 133 of the Public Procurement Law also identifies such consequences.</p>
<b>Unsolicited Proposals</b>	
<b>34. Are unsolicited proposals in Greece: (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
<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</b>	n/a

<b>provisions (if any):</b>	
<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>	<p>n/a</p>
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>The regulatory framework requires unsolicited</b>	<p>n/a</p>

<b>proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</b>	n/a
<b>Please elaborate and provide examples:</b>	n/a
<b>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>	n/a



<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and the time in calendar days:</b>	n/a
<b>39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the presentation of</b>	n/a

<b>unsolicited proposals? (check all that apply):</b> <b>Access to the best and final offer (BAFO) process and/or automatic shortlisting .</b>	
<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

