

PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN PARAGUAY

SURVEY QUESTION	ANALYSIS
PPP Regulatory Framework	
2. Does the regulatory framework in your country allow procuring PPPs?	Yes
If yes, please specify the relevant regulatory framework and the year of adoption:	The primary regulatory framework is constituted by the following three regulations: Law 5102/13 “Investment promotion in public infrastructure, expansion and improvement of goods and services provided by the State” (PPP Law), Law 5567/16 “Which modifies the article 52 of the Law 5102/13, and Decree 1350/14 “Regulation of Law 5102/2013”. There are, as well, other laws and regulations related to PPPs: Law 921/96 “Fiduciary Business”, Law 3001/96 “Valorization and Remuneration of Environmental Services”, Law 861/96 “General of Banks, Financial and Other Credit Entities “, Law 4758/12 “Creating the National Fund for Public Investment and Development (FONACIDE) and the Fund for Excellence in Education and Research”, Paraguay Civil Code (according to the article 4 of the Decree 1350/14). Noteworthy, the Law 2051/03 “Public Contracting” has been expressly excluded, according to the article 23 of the Decree 1350/14.
and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	Regulatory framework provided by: -PPP-Unit: http://www.stp.gov.py/v1/proyectos-de-participacion-publico-privada/ -Ministry of Finance website: http://snip.hacienda.gov.py/Snip_Web/portal/marco_normativo.html
2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?	Yes
Please describe:	Law 5567/16 modified the Article 52 of the PPP Law (Law 5102/13). The modification mandates the Procuring Authorities to send half-yearly (instead of yearly) reports of the ongoing PPP Projects to the National Congress.
2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?	No
Please describe:	n/a
3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the	No

following sectors?: Transportation.	
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.2 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
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.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
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	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
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	No
If yes, specify and provide the relevant legal/regulatory provisions:	<p>There are no explicit restrictions found in the current legislation. Instead, the Law N 5102/13 enunciates the possible projects that can be developed under the PPPs (article 52):</p> <p>Contracting authorities are authorized to structure, select, award and celebrate the respective contracts, under the terms of this Law, for the following projects:</p> <ol style="list-style-type: none"> 1. Waterways, dredging, signaling and maintenance of the navigability of the Paraguay River and other navigable rivers. 2. International airports. 3. Construction, rehabilitation and maintenance of national roads and highways.

	<p>4. Construction, extension and operation of the railway service.</p> <p>5. Construction and maintenance of national and international bridges.</p> <p>6. Provision of drinking water and sanitation and wastewater treatment.</p> <p>7. Generation, transmission, distribution and sale of electricity.</p> <p>8. The road infrastructure of the capital of the Republic and its metropolitan area.</p> <p>9. Social infrastructure, hospitals, health centers, schools.</p> <p>10. Prisons.</p> <p>11. Improvement, equipment and urban development in which the Contracting Authorities are involved.</p> <p>12. Aqueducts, pipelines, oil pipelines, alcohol pipelines, gas pipelines.</p> <p>13. Production of goods and services corresponding to the purposes of businesses and companies in which the State is party.</p> <p>14. Production and trade of cement.</p> <p>15. Production, refining and trade of hydrocarbons, fuels and lubricants.</p> <p>16. Telecommunications services. The Executive Branch is expressly empowered to determine and specify in detail the terms, contents, conditions and characteristics of the specific projects to be executed.</p>
<p>4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?</p>	<p>No</p>
<p>If yes, please specify and provide the relevant legal/regulatory provision (if any):</p>	<p>n/a</p>
<p>5. Please identify the PPP procuring authorities in Paraguay and provide their website(s) (if available):</p>	<p>The procurement of PPP projects encompasses multiple institutions. Typically the procurement is lead by a sectorial ministry or a state or local government agency, and coordinated (for approval) with the Ministry of Finance and the Technical Secretariat of Planning (where the PPP-Unit is located). The following authorities participate of the procurement process of PPP projects.</p> <ul style="list-style-type: none"> -Ministry of Finance (gatekeeper-like functions) / www.hacienda.gov.py -Technical Secretariat of Planning / PPP Unit (as coordinator and promotor too) / www.stp.gov.py/v1/proyectos-de-participacion-publico-privada/ -National Directorate of Public Procurement (manage the official site for disclosure of information of PPP projects) / contrataciones.gov.py/ -The Ministry of Public Works and Communications (MOPC) (in transport and communication channels, including dredging and signaling of rivers and airports), where it acts as promoter of projects and as Contracting Authority / www.mopc.gov.py/ -In social projects like hospitals, urban development and education the procuring authority will be the respective Ministry -All Public institutions defined as such under The National law, based on their legal status, state agencies and entities as well as well as companies and partnerships with state shareholding participation with competence to enter into PPPs to develop projects. Almost any Central or Local Government Public Office can develop infrastructure through PPPs

6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?	<p>Yes</p>
If yes, please indicate its name, and its website (if available):	<p>The Public-Private Partnership Project Unit is a specialized Department of the Technical Secretary of Planning. It was established in Article 9 of PPP Law (5102/13) and Articles 3 and 10 of Decree 1350/14. The PPP-Unit provides support to the contracting authorities, evaluate feasibility studies, and oversee the compliance of PPP Law and Decree 1350/14. It also works closely with the Ministry of Finance and the Ministry of Public Works. Website: www.stp.gov.py/v1/proyectos-de-participacion-publico-privada/</p>
6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.	<p>Yes</p>
6.2 PPP capacity building for other public authorities.	<p>Yes</p>
6.3 PPP promotion among the public and/or private sectors in national and international forums.	<p>Yes</p>
6.4 Technical support in implementing PPP projects.	<p>Yes</p>
6.5 Identification and selection of PPP projects from the pipeline.	<p>Yes</p>
6.6 Revision of fiscal risks born by the Government.	<p>No</p>
6.7 Consultation with affected communities on potential impact of PPP projects.	<p>No</p>
6.8 Approval of PPP projects.	<p>Yes</p>
6.9 Undertaking the procurement of PPPs.	<p>No</p>
6.10 Oversight of PPP implementation.	<p>Yes</p>
6.11 Other	<p>Yes</p>
6.11 please specify:	<p>-According to Article 9 of PPP Law (5102/13) and Articles 32 to 34 of Decree 1350/14, the PPP-Unit promote and coordinate policies for the development of PPPs, to help provides support to the contracting authorities, evaluate feasibility studies, and oversee the compliance of PPP Law and Decree 1350/14. -According to Article 27 of Decree 1350/14, to coordinate the Public Registry of public-private partnership projects and private initiatives.</p>
Please provide the relevant legal/regulatory provisions:	<p>-Article 9 of the PPP Law: "the functions of the Public-Private Partnership Project Unit are:</p>

	<p>a. To promote and coordinate with relevant authorities and public bodies the plans, policies and standards for the development and functioning of the arrangements for public-private partnerships;</p> <p>b. To coordinate and promote public-private partnership projects with the Contracting Authorities, and advise on the structuring, selection, award, execution and performance of public-private partnership contracts;</p> <p>c. To identify opportunities and mechanisms to promote public-private partnership between the Contracting Authorities to provide public services or activities of general interest;</p> <p>d. To promote public-private partnership projects between investors and potential funders and the community in general;</p> <p>e. To develop general bidding terms and conditions and advise the Contracting Authorities in the preparation of the individual sheets and the selection process of bidders;</p> <p>f. To manage the Public Registry of public-private partnership projects and private initiatives, under the conditions set under this Law;</p> <p>g. To post on the website which defines the regulatory information related to projects, the contracts and their execution, according to the records submitted by the Contracting Authorities;</p> <p>h. To maintain a broad public information policy and accountability for the Paraguayan society, in the scope of its authority; and,</p> <p>i. To carry out other duties or responsibilities under the Law or the Regulation.”</p> <p>-Article 32 of Decree 1350/14: “the methodology and specific scope of pre-feasibility studies must be coordinated with the PPP-Unit”</p> <p>-Article 33 of Decree 1350/14: “the PPP-Unit will evaluate the pre-feasibility study and will develop its judgment”</p> <p>-Article 34 of Decree 1350/14: “in case (the feasibility studies) don’t comply with regulations (of Decree 1350/14) the PPP-Unit will reject (them)”</p> <p>-Article 37 of Decree 1350/14; “the DNCP will coordinate with the PPP-Unit the formats and content of the official web site (of the registry of PPP projects) and they will be responsible to keep updated the information”</p>
PPP Preparation	
8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 17 of the PPP Law: “Previous assessment. Prior to the initiation of the procurement procedure, the Contracting Authority shall have the relevant technical, economic and legal analysis. Likewise, it must have the opinion of the Technical Secretary of Planning and the favorable opinion of the Ministry of Finance. The regulations shall establish the scope, form and content of previous assessments, including, among others, the engineering, operational, commercial, economic, financial, legal, environmental, and economic and social impact aspects, as may be applicable to each case. The Contracting Authority must prepare an environmental and social assessment and value for money assessment of the project, in the form prescribed by the regulations”</p>

8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 10 of PPP Law states the Ministry of Finance has to " issue binding technical opinions in the areas of its competence, based on the commitments and fiscal risks for the Financial Administration of the State, on": "The contracts and amendments prior to their subscription"</p>
8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 10 of the Law 5102/2013: The Ministry of Finance shall have the following functions in the context of structuring and development of projects carried out under public-private partnership contracts: e. To evaluate and report for each General Budget Law of the Nation, the total amount authorized to transfer to the liquidity fund each year as quantifiable enforceable and contingent payments to private participants on the basis of the investment, according to the existing contracts when it is involved so. [...]</p>
Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 10 of PPP Law: "the ministry of finance" (will) "c. To ensure fiscal consistency of the quantifiable enforceable and contingent payments of these projects, subject to the terms of this Law; d. To keep track of the quantifiable and contingent payments involving the approval of each project;" Article 12 of Decree 1350: "commitments produced by the (PPP) contracts:" (...) "the ministry of finance (...) will registry the future payments, direct and contingent" .</p> <p>Article 14 of the PPP Law: "The Ministry of Finance shall issue the accounting rules for the assessment and registration of enforceable and contingent commitments. It shall also keep control of these commitments updated. The resources generated by the operation of the infrastructure or the provision of public services in developing public-private partnership projects shall not be credited to the General Budget of the Nation, during the execution of the contract.</p> <p>The accrued amount of quantifiable enforceable and contingent payments, net of contingent income, made by way of public- private partnership contracts, calculated at present value, may not exceed 2% (two percent) of the Gross Domestic Product of the previous year. Similarly, the assumed amount of quantifiable enforceable and contingent payments per year may not exceed 0.4% (zero point four percent) of the previous year's GDP. The Ministry of Finance shall review the appropriateness of these limits and, if deemed necessary, prepare the proposal for legislative reform".</p>
Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	<p>Yes</p>

<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Article 10 of PPP Law: “The Ministry of Finance shall have the following functions in the context of structuring and development of projects carried out under public-private partnership contracts:</p> <p>a. To assess the risk allocation and fiscal impacts under the study phase and preparation of draft contracts for public-private partnerships; b. To issue prior binding opinions on the public-private partnership projects, on the risk sharing and fiscal impacts, and on the feasibility of the implementation of the projects; c. To ensure fiscal consistency of the quantifiable enforceable and contingent payments of these projects, subject to the terms of this Law; d. To keep track of the quantifiable and contingent payments involving the approval of each project;”</p>
<p>8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting according to International Public Sector Accounting Standards (IPSAS).</p>	<p>No</p>
<p>Accounting and reporting according to other international standard (e.g. European System of Accounts).</p>	<p>No</p>
<p>Please specify:</p>	<p>n/a</p>
<p>Other.</p>	<p>Yes</p>
<p>Please specify:</p>	<p>The Ministry of Finance currently uses the cash approach but a transition to IPSAS is under consideration according to some of our contributors.</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 procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?</p>	<p>Yes</p>
<p>If yes, please specify the relevant authority</p>	<p>Technical Secretariat of Planning (PPP-Unit), The General Comptroller of the Republic, and The Executive Branch</p>
<p>and provide the relevant legal/regulatory provisions (if any):</p>	<p>Article 28 of Decree 1350/14: “Intervention of the Office of the General Comptroller of the Republic. The Office of the General Comptroller of the Republic shall give its opinion, prior to the binding opinions of the Ministry of Finance, according to Article 10, paragraph i) of the law, about the following acts: a) The Book of bidding terms and conditions, prior to its approval, b) The contracts and their modification, prior to its signature, c) Requests for indemnity or compensation addressed by the participant of the private sector, for any reason, d) Early termination of the contract, before taking any decision, e) Any other circumstance, which might directly jeopardize the state resources.”</p>

	<p>-Article 37 of Decree 1350/14: “Decree of executive branch. In case the Ministry of Finance approves the project, the PPP-Unit will send the project to the Executive Branch for its consideration. The approval will be made through Decree, which can introduce modifications to the project (...)”</p> <p>-Article 46 of Decree 1350/14:” the tendering documents, and the draft of the contract will be approved by the Contracting Authority with previous approval of the PPP-Unit, the Ministry of Finance and the General Comptroller”</p>
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?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 64 of Decree 1350: “Before the signing of the contract, the favorable opinion of the General Comptroller of the Republic, from the PPP Unit and from the Ministry of Finance, are required, they shall be Issued and sent to the Contracting Authority within no more than 15 (fifteen) days of the reception of the request from the Contracting Authority.”</p>
10. Does the procuring authority use transaction advisors during the PPP project cycle?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 76 of the Decree 1350: Project superintendent The Contracting Authority shall appoint a Project Superintendent for each PPP project. Natural or legal persons may be appointed. When the importance of the work requires it, and for the supervision of it, private consultant companies may be recruited, always according to the contracting procedures established in the law.</p>
11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to	<p>No</p>

ensure the consistency of PPPs with other public investment priorities.	
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>PPPs will be attributed a “code” within the national system of public investment according to Article 13 of Decree 1350: The Ministry of Finance, through the Direction of the System of Public Investment, will grant the code SNIP (National System of Public Investment) to the Public-Private Partnership Projects, which have the corresponding approval. Moreover, article 31 of Decree N° 1350/2014, which regulates the PPP law, stipulate that the Director of the STP (Technical Planning Secretary), as coordinator of the PPP projects, may request meetings with the Director of the “Contracting Authority” or with the Minister of Finance to discuss, among other subjects, the relation between the PPP project proposed and “the policies defined by the Executive Branch”. However, nothing else regulate in more detail how the integration of PPPs with all other public investment projects is to happen.</p>
The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.	No
If yes, please elaborate:	n/a
The procuring authority does not evaluate PPPs against existing government priorities.	No
Please elaborate and provide examples:	n/a
11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?	No
If yes, please specify:	n/a
If no, please elaborate:	Some of our contributors point out to the need of fully integrate PPPs within the National Public Investment System and avoid running them parallel,

	strengthening the National Public Investment System, without necessary changes in the approval stages or procuring phases of PPPs.
12.1 Which of the following assessments are conducted when identifying and preparing a PPP in order to inform the decision to proceed with it? (check all that apply): Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)	Yes
Relevant legal/regulatory provision (if any)	<p>Article 32 of Decree 1350/14 within section “Structuring and preliminary studies for the PPP Projects from public initiative”: “Pre-feasibility studies. The contracting administration shall provide to the Ministry of Planning (STP), a pre-feasibility study of the PPP Project, which allows an initial evaluation of its feasibility. The pre-feasibility study should provide as a minimum with: a) Cost-benefit analysis, market analysis, technical analysis, risks analysis, legal analysis, competition analysis, organization analysis, economic and financial analysis, where appropriate.”</p> <p>Article 34 of Decree 1350/14 within section “Structuring and preliminary studies for the PPP Projects from public initiative”: “Feasibility studies of the project. Once the favorable opinion has been issued by the PPP Unit and the Ministry of Finance, about the pre-feasibility studies, the Contracting Authority must submit the feasibility studies. The feasibility study of the project shall contain at least the following: (...) c) Social evaluation”</p>
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	<p>The PPP-Unit web site provides different guidelines for evaluation (including cost-benefit analysis) of PPP projects :</p> <ul style="list-style-type: none"> - Introductory guideline (https://nube.stp.gov.py/index.php/s/zJm6N2NfmSB0iCU) - Basic principles (https://nube.stp.gov.py/index.php/s/msY7gwrGmao02i) - General guidelines (https://nube.stp.gov.py/index.php/s/nXeTZXXIOUYcfSW) - Guidelines for road projects (https://nube.stp.gov.py/index.php/s/ioRuRjn855xdDGs) - Guidelines for hospitals, waterways, urban development, airports.
Is the assessment done in practice?	Yes
Details:	All our contributors confirm that this assessment is done in practice
12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)	Yes
Relevant legal/regulatory provision (if any)	Article 32 of Decree 1350/14 within the section “Structuring and preliminary studies for the PPP Projects from public initiative”: “Pre-feasibility studies. The

	<p>contracting administration shall provide to the Ministry of Planning (STP), a pre-feasibility study of the PPP Project, which allows an initial evaluation of its feasibility. The pre-feasibility study should provide as a minimum with: (..) d) Estimate of the budgetary and financial impact in the tax years, during which the contract will be developed, as well as the obligations that the state will incur under the contract, in compliance with the law.”</p> <p>Article 33 of Decree 1350/14 within the section “Structuring and preliminary studies for the PPP Projects from public initiative”: “Evaluation of the pre-feasibility study. (...) Once the PPP Unit has delivered an opinion and if it is a favorable opinion, the PPP Unit will send a copy of the pre-feasibility study to the Ministry of Finance, within 2 business days from the date of the delivery of the opinion above mentioned. The evaluation of the Ministry of Finance should consider the implications of the project in the country’s public finances, social profitability and value for money of the initiative, as well as other weightings and evaluations to which they relate, according to the field of competence of the Ministry of Finance.”</p>
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	All of our contributors answering the question confirm that the affordability assessment happens in practice
12.3. Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision (if any)	<p>Article 32 of Decree 1350/14 within section “Structuring and preliminary studies for the PPP Projects from public initiative”: “Pre-feasibility studies. The contracting administration shall provide to the Ministry of Planning (STP), a pre-feasibility study of the PPP Project, which allows an initial evaluation of its feasibility. The pre-feasibility study should provide as a minimum with: a) Cost-benefit analysis, market analysis, technical analysis, risks analysis, legal analysis, competition analysis, organization analysis, economic and financial analysis, where appropriate.”</p> <p>Article 34 of Decree 1350/14 within section “Structuring and preliminary studies for the PPP Projects from public initiative”: “Feasibility studies of the project. Once the favorable opinion have been issued by the PPP Unit and the Ministry of Finance, about the pre-feasibility studies, the Contracting Authority must submit the feasibility studies. The feasibility study of the project shall contain at least the following: (...) k) Evaluation and risks allocation.”</p>
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	<p>The PPP-Unit web site provides different guidelines for evaluation (including risk assessment) of PPP projects:</p> <ul style="list-style-type: none"> - Introductory guideline <p>(https://nube.stp.gov.py/index.php/s/zJm6N2NfmSB0iCU)</p>

	<ul style="list-style-type: none"> - Basic principles (https://nube.stp.gov.py/index.php/s/msY7gwrGmao02i) - General guidelines (https://nube.stp.gov.py/index.php/s/nXeTZXXIOUYcFSW) - Guidelines for road projects (https://nube.stp.gov.py/index.php/s/ioRuRjn855xdDGs) - Guidelines for hospitals, waterways, urban development, airports.
Is the assessment done in practice?	Yes
Details:	All of our contributors answering the question confirm that the affordability assessment happens in practice
12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives (i.e. value for money analysis, public sector comparator)	Yes
Relevant legal/regulatory provision (if any)	Article 32 of Decree 1350/14 within section “Structuring and preliminary studies for the PPP Projects from public initiative”: “Pre-feasibility studies. The contracting administration shall provide to the Ministry of Planning (STP), a pre-feasibility study of the PPP Project, which allows an initial evaluation of its feasibility. The pre-feasibility study should include (...) a preliminary study of value for money (...)”
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Guidelines provided by PPP-Unit: http://www.stp.gov.py/v1/download/Vol.-9.-Guia-practica-para-la-elaboracion-del-Comparador-Publico-Privado.pdf
Is the assessment done in practice?	Yes
Details:	All of our contributors answering the question confirm that the affordability assessment happens in practice
12.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision (if any)	<p>Article 32 of Decree 1350/14 within section “Structuring and preliminary studies for the PPP Projects from public initiative”: “Pre-feasibility studies. The contracting administration shall provide to the Ministry of Planning (STP), a pre-feasibility study of the PPP Project, which allows an initial evaluation of its feasibility. The pre-feasibility study should provide as a minimum with: (...) a) Cost-benefit analysis, market analysis, technical analysis, risks analysis, legal analysis, competition analysis, organization analysis, economic and financial analysis, where appropriate. b) The project’s financial and social performance indexes.”</p> <p>Article 34 of Decree 1350/14 within section “Structuring and preliminary studies for the PPP Projects from public initiative”: “Feasibility studies of the project. Once the favorable opinion has been issued by the PPP Unit and the Ministry of Finance, about the pre-feasibility studies, the Contracting Authority must submit the feasibility studies. The feasibility study of the</p>

	project shall contain at least the following: (...) j) Economic and financial study”
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	The PPP-Unit web site provides different guidelines for evaluation (including financial viability) of PPP projects: - Introductory guideline (https://nube.stp.gov.py/index.php/s/zJm6N2NfmSB0iCU) - Basic principles (https://nube.stp.gov.py/index.php/s/msY7gwrGmao02i) - General guidelines (https://nube.stp.gov.py/index.php/s/nXeTZXXIOUYcfSW) - Guidelines for road projects (https://nube.stp.gov.py/index.php/s/ioRuRjn855xdDGs) - Guidelines for hospitals, waterways, urban development, airports.
Is the assessment done in practice?	Yes
Details:	All of our contributors answering the question confirm that the affordability assessment happens in practice
12.6. Market sounding and/or assessment (showing evidence of investors’ interest in the market for the project)	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	All of our contributors answering the question confirm that the affordability assessment happens in practice
12.7. Environmental impact assessment	Yes
Relevant legal/regulatory provision (if any)	Article 32 of Decree 1350/14 within the section “Structuring and preliminary studies for the PPP Projects from public initiative”: “Pre-feasibility studies. The contracting administration shall provide to the Ministry of Planning (STP), a pre-feasibility study of the PPP Project, which allows an initial evaluation of its feasibility. The pre-feasibility study should provide as a minimum with: (...) g) Environmental studies of the project, establishing mitigating mechanisms for the damages that the development of the PPP project might cause and a compensation, when applicable.” Article 34 of Decree 1350/14 within the section “Structuring and preliminary studies for the PPP Projects from public initiative”: “Feasibility studies of the project. Once the favorable opinion has been issued by the PPP Unit and the Ministry of Finance, about the pre-feasibility studies, the Contracting Authority must submit the feasibility studies. The feasibility study of the project shall contain at least the following: (...) e) Environmental studies of the project, establishing the environmental impacts and the mitigation

	mechanisms for the damages it might cause, during the development of the PPP Project, and compensations, where appropriate”
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	The PPP-Unit web site provides different guidelines for evaluation (including environmental impact assessment) of PPP projects : - Introductory guideline (https://nube.stp.gov.py/index.php/s/zJm6N2NfmSB0iCU) - Basic principles (https://nube.stp.gov.py/index.php/s/msY7gwrGmao02i) - General guidelines (https://nube.stp.gov.py/index.php/s/nXeTZXXIOUYcfSW) - Guidelines for road projects (https://nube.stp.gov.py/index.php/s/ioRuRjn855xdDGs) - Guidelines for hospitals, waterways, urban development, airports.
Is the assessment done in practice?	Yes
Details:	All of our contributors answering the question confirm that the affordability assessment happens in practice
12.8. Consultation process with affected communities on potential impact of the PPP project	Yes
Relevant legal/regulatory provision (if any)	Article 32 of Decree 1350/14 within the section “Structuring and preliminary studies for the PPP Projects from public initiative”: “Pre-feasibility studies. The contracting administration shall provide to the Ministry of Planning (STP), a pre-feasibility study of the PPP Project, which allows an initial evaluation of its feasibility. The pre-feasibility study should provide as a minimum with: (...) e) Social impacts, identifying the people directly affected by the project, performing an analysis of the population who live in the area of influence of the PPP Project and their possible participation in the project, with a clear aim in poverty reduction, and the inclusion of certain groups that are socially vulnerable.”
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Most of our contributors answering this question confirmed that this assessment happens in practice
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)?	Yes

If yes, please provide the relevant legal/regulatory provisions (if any):	According to Decree 1350 the tendering documents must include engineering study and environmental study. Article 46 of Decree 1350/14: “s) The Book of bidding terms and conditions shall have a basic engineering study, which will be only for referential purposes, the tenderer will be responsible for risk factor analysis of the engineering project and the successful tenderer/bidder will be responsible for the development of the detailed engineering project, unless otherwise provided by the book of bidding terms and conditions. t) The book of bidding terms and conditions must have an environmental impact study approved by the competent environmental authorities, including the mitigation measures, and compensation if they were necessary, unless otherwise provided by the book of basis and conditions.” Additionally, contributors indicated some of the other studies are provided in practice.
and specify which of the assessments are included in the request for proposals and/or tender documents:	Environmental assessment, Engineering Study.
13.1. Are the assessments published online?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Art. 26 of Decree 1350/14 states obligation to publish: pre-feasibility and feasibility studies, and contracts and their modifications. We have found the Feasibility studies contain: socio-economic analysis, risk assessment, public sector comparator, financial assessment, and environmental assessment.
specify the website	http://www.stp.gov.py/v1/proyectos-de-participacion-publico-privada/
please specify which of the assessments are published online:	Socio-economic analysis, Risk assessment, Public sector comparator, Financial assessment, and Environmental assessment.
14. Does the procuring authority include a draft PPP contract in the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Art. 46 of Decree 1350/14: “Book of bidding terms and conditions for the bidding/tender and proforma of the contract. The Book of Bidding terms and conditions for the bidding/tender and the proforma for the contract shall be approved for the Contracting Authority after the opinion of the PPP Unit, the Ministry of Finance and the General Comptroller of the Republic. The opinions must be issued and delivered to the Contracting Authority within no more than 15 working days since its reception. Without prejudice to the provisions of the law, the Book of bidding terms and conditions for every bidding, shall cover as a minimum, the following points: (...) d) Deadline and procedures to make inquiries, proposals for improvements, additions of adjustments, also request for clarifications to the Book of bidding terms and conditions and the draft of the contract.”
If no, please elaborate	n/a
14.1. Are the tender documents published online?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 26 of Decree 1350/14: “Public Registry of Public-Private Partnership Projects The Public Registry of Public-Private Partnership Projects, must incorporate all Public-Private Partnership Projects, of public or private

	<p>initiatives, which should remain available, at least, the following documents: (...) g) Invitations to pre-qualification with its books of terms and conditions h) Decisions adopted at pre-qualification processes where prequalified bidders are individualized. i) Invitations for bidding with its Books of bidding terms and conditions. j) Records of the Opening of envelopes containing the financial offers.” Art. 27 of Decree 1350/14: “Official Website for the dissemination of information. The official website for the dissemination of information, will be the web portal of the Public Contracting Information System, managed by the Public Contracting National Office (DNCP)”.</p>
and please specify the website:	https://www.contrataciones.gov.py/
15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?	Yes
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	<p>The web page of the Secretary of Technical Planning provides models of contracts of different sectors, including roads: https://nube.stp.gov.py/index.php/s/3ZCCyagthullioG</p>
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)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	<p>Article 7 of Decree 1350 states actions related to obtaining authorizations or permits shall be identified before the approval of the project, and the rules of bidding shall establish the responsibility of each part. Article 7 of Decree 1350/14: “Related administrative actions. Authorizations, permits, licenses and necessary approvals in order to carry out a public-private partnership project, should be identified before the approval of the project. Administrative burdens and costs involved in the managing and diligence of the project, shall be foreseen in this project. In the event of inconveniences or objections with the granting of authorizations and licenses, the entities responsible of supplying them, shall provide such information in written and without any delay, to the requesting party. The rules for bidding and the Public-private</p>

	partnership contract, shall establish the responsibility of the Private Participant, and the responsibility of the Contracting authority in the process to obtain authorizations and necessary permits for the development of the project, after the adjudication, and in the contingencies that may arise.”
16.2. Obtaining the required environmental 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)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Article 7 of Decree 1350 states actions related to obtaining authorizations or permits shall be identified before the approval of the project, and the rules of bidding shall establish the responsibility of each part. Article 7 of Decree 1350/14: “Related administrative actions. Authorizations, permits, licenses and necessary approvals in order to carry out a public-private partnership project, should be identified before the approval of the project. Administrative burdens and costs involved in the managing and diligence of the project, shall be foreseen in this project. In the event of inconveniences or objections with the granting of authorizations and licenses, the entities responsible of supplying them, shall provide such information in written and without any delay, to the requesting party. The rules for bidding and the Public-private partnership contract, shall establish the responsibility of the Private Participant, and the responsibility of the Contracting authority in the process to obtain authorizations and necessary permits for the development of the project, after the adjudication, and in the contingencies that may arise.”
16.3. Obtaining the required operational 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)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Article 7 of Decree 1350 states actions related to obtaining authorizations or permits shall be identified before the approval of the project, and the rules of bidding shall establish the responsibility of each part. Article 7 of Decree 1350/14: “Related administrative actions. Authorizations, permits, licenses and necessary approvals in order to carry out a public-private partnership project, should be identified before the approval of the project. Administrative

	<p>burdens and costs involved in the managing and diligence of the project, shall be foreseen in this project. In the event of inconveniences or objections with the granting of authorizations and licenses, the entities responsible of supplying them, shall provide such information in written and without any delay, to the requesting party. The rules for bidding and the Public-private partnership contract, shall establish the responsibility of the Private Participant, and the responsibility of the Contracting authority in the process to obtain authorizations and necessary permits for the development of the project, after the adjudication, and in the contingencies that may arise.”</p>
16.4. Obtaining the required land: Procuring authority (or other Government entity)	Yes
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	No
Relevant legal/regulatory provision (if any)	<p>Article 30 of the PPP Law states: In the development of these projects, under the circumstances of each case and the respective contracts, the private participant may use different types of goods, namely: a. Real property of the Contracting Authority or other public entities, existing or to be created or supplied during the contract term, for which the Contracting Authority gives the private participant the right to use, the latter being obliged to return them to the Administration at the completion of the contract; and b. Property owned by the private participant, existing at the time of signing the contract or to be created, or provided during the contract term, and that should be transferred to the Administration or removed from the project area at the end of the public-private partnership contract. In such cases, the contractual instrument shall determine the form of transfer or removal of goods, as appropriate.</p>
16.5. Obtaining the required right of way: Procuring authority (or other Government entity)	No
Private Partner	Yes
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	No
Relevant legal/regulatory provision (if any)	<p>Article 44: “Easements. 1. The public-private partnership contract gives the participant the right to constitute easements on private property of the State, municipalities or individuals. Easements shall be established by direct agreement between the private participant and the owner, and shall be formalized in a public deed, or by court order in the case that no decision is made through direct negotiations with the owner within 60 (sixty) days from</p>

	the date the contract, and must registered in both cases on public records. In terms of predial servitudes, the laws referred to in the Civil Code apply in subsidy. 2. In case that, for the implementation of the works is indispensable modifying existing easements, the private participant will be required to execute them at its own account, in the manner and deadlines set out in the bidding terms and conditions by the Contracting Authority.”
PPP Procurement	
18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Art. 52 of PPP Law: “Evaluation Committee of the offers The Evaluation Committee of the technical and financial bids/offers, shall consist of a representative of the PPP Unit, a representative of the Ministry of Finance and three representatives of the Contracting Authority. The Contracting Authority may nominate additional members before the opening of the envelopes. The members of the Evaluation Committee will evaluate the offers independently, they will have a deadline to give an opinion which should be established in the Book of bidding terms and conditions, according to the magnitude of the project, its complexity or the documentation required in the bid/offer.”
The bid evaluation committee members require sufficient qualification without specific details.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The bid evaluation committee members are not required to have any specific qualifications.	No
Please elaborate and provide examples:	n/a
19. Does the procuring authority issue a public procurement notice of the PPP project?	Yes
If yes, please specify the means of publication and provide the relevant	Art.22 of PPP Law: “Article 22 - Call. The call for interested parties to participate in the competitive process is conducted within the deadline determined by the Contracting Authority, according to the characteristics of the promoted public-

legal/regulatory provisions (if any):	private partnership project. This period may not be, in any case, inferior to 60 (sixty) days prior to the receipt of bids. The call will take place with sufficient publicity according to each case. For these purposes, the notice of the call must be published at least one (1) time in a national newspaper, and will be posted on the website of the National Information System on Public Procurement.”
19.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	https://www.contrataciones.gov.py/buscador/licitaciones-no-reguladas.html?marcas%5B%5D=alianza_publico_privada
20. Are foreign companies prohibited from participating in the bidding process?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Art. 44 of Decree 1350/14: “Publications The public call for the bidding/tender will be published in the web site of the Contracting Authority and in the web site of the Public Contracting Information System. It also will be published in a newspaper of national circulation, at least once. All of this without prejudice to other media that the Contracting Authority considers appropriate, in order to ensure a wide dissemination of publicity for the call for the bidding/tender. However, when there has been a pre-qualification of the project and only the pre-qualified could bid, then the publications in the newspapers may be omitted. Between the date of the last publication of the call in the newspapers and the deadline to present offers, a period of time should be fixed in the bidding terms and conditions, to give an opportunity to the interested parties, so that they can prepare and present their documents, which may not be less than 60 (sixty) days.”
and the time in calendar days:	60
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	No
Default	Yes
Relevant legal/regulatory provision (if any)	Art. 20 of PPP Law: “Article 20 - Types of procurement procedures. The selection of the private participants shall be by public tender procedures. Without limiting the foregoing, contracts may also be awarded through other competitive

	<p>procedures to be regulated, provided that they are not contrary to the general principles of economy and efficiency, and transparency and equality. Competitive procedures applied may provide additional or intermediate stages such as pre-qualification procedures for interested parties or similar. In any case, domestic and foreign persons who meet the provisions of this Law, its Regulations and the bidding terms and conditions may apply to the selection procedures.”</p>
22.2. Restricted tendering (with pre-qualification stage): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	<p>Article 39 of Decree 1350/14: “Pre-qualification of offerors The Contracting Authority can make a call for pre-qualification, for the purpose of selecting (through a process consisting in one or several stages) the applicants who meet the requirements established in the terms of the pre-qualification, which may concern only to legal, financial capacity, technical or experience aspects. Pre-qualification will be mandatory in the following cases: a) Multifunctional projects with a higher degree of complexity, in these cases, the terms and conditions for the pre-qualification may demand objective requirements which are necessary to participate in projects of that kind, as long as they are not arbitrary elements and equal treatment among project participant is guaranteed. b) Projects in which the studies to be made by the proponents in order to participate in the bidding process have a high complexity and high cost, and thus a limited list of possible offerors must be made, in order to obtain from them the complementary studies that the project needs, at its sole cost and risk.”</p>
22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.4. Competitive dialogue: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.5. Direct negotiation with more than one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.6. Direct negotiation with only one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a

22.7 Other. Specify:	No
Available	n/a
Default	n/a
Relevant legal/regulatory provision (if any)	n/a
22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 43.c of the Decree 1350 provides that the call for tenders will specify “c) Competitive procedure to be used”. Additionally, Article 46 of the same Decree 1350 provides the mandatory content of the tender documents and includes details of the procedure. Additionally, article 39 provides “the Contracting Authority must guarantee that the procedure of pre-qualification is transparent and equal treatment and opportunities for the participants; there must not be arbitrary or unjustified differences.”
If no, please elaborate:	n/a
22.9. Do the tender documents specify the prequalification/shortlisting criteria (when applicable) in order to make them available to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 40 of Decree 1350/14: “Content of the call for pre-qualification and the Book of bidding terms and conditions of the pre-qualification The Contracting Authority will prepare a book of bidding terms and conditions for the pre-qualification(Book of pre-qualification terms and conditions), (...) The Contracting Authority will pre-qualify those interested parties which meet the requirements laid down in the Pre-qualification Book of terms and conditions, and it may reject those who are not suitable under these criteria, for a specific project or whose preliminary technical projects do not meet the minimum requirements established in the Pre-qualification terms and conditions, if applicable.”
22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	All our contributors answering this question confirm that the specified criteria are respected in practice
If no, please elaborate:	n/a
23. Can interested parties/potential bidders submit questions to clarify the public procurement	Yes

notice and/or the request for proposals?	
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 47 of Decree 1350/14: "Consultation and clarification. Procedures for reception of proposals for improvements, additions or adjustments to the book of basis and conditions and the proforma of the contract.": The offerors may make inquiries, proposal for improvements or Adjustments or request clarifications, which shall be addressed to the highest authority of the Contracting Authority, within the time period established in the Book of bidding terms and conditions. Such request shall be made at the entrance desk of the Contracting Authority, according to the time period established in the Book of bidding terms and conditions for that purpose.</p>
23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 47 of Decree 1350/14: "Consultation and clarification. Procedures for reception of proposals for improvements, additions or adjustments to the book of basis and conditions and the proforma of the contract. The offerors may make inquiries, proposal for improvements or Adjustments or request clarifications, which shall be addressed to the highest authority of the Contracting Authority, within the time period established in the Book of bidding terms and conditions. Such request shall be made at the entrance desk of the Contracting Authority, according to the time period established in the Book of bidding terms and conditions for that purpose Both the answers given by the bidders as well as any clarifications, corrections, amendments, or additions that the Contracting Authority decides to carry on the bidding will be included in a document called Clarifying Notifications, aimed to all bidders in no less than 15 days after the opening of the envelopes containing the technical offer. If the Contracting Authority makes changes in less than 15 days, the date of the opening of the envelopes containing the technical offer, must be changed to a time period no less than 15 days after the last modification. The Clarifying Notifications must be available for the offerors in the place indicated in the Book of bidding terms and conditions. The Clarifying Notifications involving modifications to the Book of bidding terms and conditions and to the proforma of the contract, shall go through the same process as the one in the approval of the Book of bidding terms and conditions."</p>
23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	<p>Yes</p>
If yes, please specify:	<p>All our contributors answer confirming that the information is disclosed in practice. Clarification are posted on "Circulares" for each procedure at https://www.contrataciones.gov.py/buscador/licitaciones-no-reguladas.html?marcas%5B%5D=alianza_publico_privada</p>

If no, please elaborate:	n/a
24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	<p>Article 41 of Decree 1350/14:</p> <p>“Consultation procedure and reception of proposals for improvements, additions and adjustments with the pre-qualified for the bidding, and technical harmonization of proposals. After the pre-qualification decision and before the public call for bidding, a procedure for consultations and reception of proposals for improvements, additions or adjustments performed with the pre-qualified for the bidding process. In addition, a process of technical harmonization of proposals can be made according to the procedures established in this Article. The process will begin with a formal communication of the Contracting Authority to all pre-qualified bidders, according to what is established in the Book of Pre-qualification terms and conditions. The Contracting Authority will provide the pre-qualified bidders with drafts of the Book of bidding terms and conditions and the pro forma of the contract, when appropriate, as well as any other background information related with the PPP Project, that it deems pertinent and which is in its possession. Before the delivery of these drafts, the opinion of the PPP Unit and the Ministry of Finance will be required. The pre-qualified parties must propose (within the period set by the Contracting Authority) improvements, additions or adjustments which they consider appropriate for the background information delivered, particularly those matters related with service levels and Technical standards. In addition, the Contracting Authority may carry out sessions or working meetings with the pre-qualified parties, which should be convened at least 2 (Two) days in advance. A written record shall be kept of the working meetings, which will be signed by all participants who wish to do so, the presence of the participants who did not want to sign should be recorded as well. All communications and actions either from the pre-qualified or the Contracting Authority shall be immediately communicated to all prequalified. The improvements, additions or adjustments that the pre-qualified propose will not be binding with the Contracting Authority. The Contracting Authority may modify the drafts of the Book of Bidding Terms and conditions and the contract, and incorporate any necessary amendments which arise as a result of this procedure. In the harmonization of the technical procedures, the Contracting Authority may make written comments about the technical project’s satisfaction of the functional requirements, which were established in the pre-qualification requirements. The objective of this process is to achieve a better harmonization of the projects, in such a way that the subsequent adjudication may be feasible, based on the criteria established in the regulation.”</p>
24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the	Yes

results of the pre-bid conference to all bidders?	
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 41 of Decree 1350/14: “Consultation procedure and reception of proposals for improvements, additions and adjustments with the pre-qualified for the bidding, and technical harmonization of proposals. After the pre-qualification decision and before the public call for bidding, a procedure for consultations and reception of proposals for improvements, additions or adjustments performed with the pre-qualified for the bidding process. In addition, a process of technical harmonization of proposals can be made according to the procedures established in this Article. The process will begin with a formal communication of the Contracting Authority to all pre-qualified bidders, according to what is established in the Book of Pre-qualification terms and conditions. The Contracting Authority will provide the pre-qualified bidders with drafts of the Book of bidding terms and conditions and the pro forma of the contract, when appropriate, as well as any other background information related with the PPP Project, that it deems pertinent and which is in its possession. Before the delivery of these drafts, the opinion of the PPP Unit and the Ministry of Finance will be required. The pre-qualified parties must propose (within the period set by the Contracting Authority) improvements, additions or adjustments which they consider appropriate for the background information delivered, particularly those matters related with service levels and Technical standards. In addition, the Contracting Authority may carry out sessions or working meetings with the pre-qualified parties, which should be convened at least 2 (Two) days in advance. A written record shall be kept of the working meetings, which will be signed by all participants who wish to do so, the presence of the participants who did not want to sign should be recorded as well. All communications and actions either from the pre-qualified or the Contracting Authority shall be immediately communicated to all prequalified. The improvements, additions or adjustments that the pre-qualified propose will not be binding with the Contracting Authority. The Contracting Authority may modify the drafts of the Book of Bidding Terms and conditions and the contract, and incorporate any necessary amendments which arise as a result of this procedure. In the harmonization of the technical procedures, the Contracting Authority may make written comments about the technical project’s satisfaction of the functional requirements, which were established in the pre-qualification requirements. The objective of this process is to achieve a better harmonization of the projects, in such a way that the subsequent adjudication may be feasible, based on the criteria established in the regulation.”</p>
24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	Yes
If yes, please specify:	Contributors confirm that this information is disclosed in practice. Content of pre-bidding conferences shall be published at https://www.contrataciones.gov.py/
If no, please elaborate:	n/a

25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
If no, please elaborate:	n/a
26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 23 of PPP Law: "Evaluation of proposals. In the instance of evaluation of the received proposals, the Contracting Authority together with the Public-Private Partnership Project Unit, in accordance with the stipulations of the Regulatory Decree, shall verify that they meet the requirements established in the rules of the competitive process, and contain sufficient elements to be adequately assessed. For the evaluation, criteria that are clear, measurable and allow an objective and impartial evaluation of proposals shall be used. Systems involving the allocation of points to technical and financial bids, among others, may be used, determining the final score from the weight of each proposal, setting a threshold above which the technical proposals are to be deemed, the assessment of tenders is based on economic or financial factors."</p> <p>Also, article 60 of the Decree 1350: The adjudication of the bidding/tender shall be decide through a scoring system predetermined in the bidding terms and conditions, which must address one or more factors established in the law and in this regulation. Systems involving the assignment of scores to technical and financial offers can be used, the final score is determined by their weighting, or systems that involve considering the winning offer to the one with the best financial offer, between the ones which have passed the minimum score of the technical offer.</p>
Evaluation criteria is not set in the tender documents	No
27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one?): The procuring authority follows a specific procedure before awarding a	No

PPP contract where only one proposal is submitted.	
Please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.	Yes
Please provide the relevant legal/regulatory provisions (if any):	Article 54 of Decree 1350/14: "Compliance of the offer with the Book of bidding terms and conditions The determination by the Contracting Authority whether the offer meets the requirements in the Book of bidding terms and conditions, will be based in the content of the offer itself. An offer meets the requirements of the Book of bidding terms and Conditions, when it meets all terms, conditions and specifications given, without deviations, reserve or significant omissions." in combination with article 60 of Decree 1350 that states that In the absence of valid offers, the Contracting Authority shall declared the bidding/tender void.
The procuring authority does not award a PPP contract if only one proposal is submitted.	No
Please provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework does not include any provisions.	No
28. Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Article 60 Decree 1.350/14: "Adjudication (Awarding of the contract). The Contracting Authority shall issue a decision declaring the adjudication of the bidding/tender, within 10 days since the receipt of the recommendation from the Evaluation Committee. The Contracting Authority shall issue a decision declaring the adjudication of the bidding/tender. The resolution shall consider the recommendation of the Evaluation Committee and expose the foundations to justify the decision. All offerors will be notified and it will be published in the Public Contracting Information System."
28.1. If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	https://www.contrataciones.gov.py/ ; www.stp.gov.py
29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?	Yes

If yes, please provide the relevant legal/regulatory provisions (if any):	Article 60 Decree 1.350/14: “Adjudication (Awarding of the contract) The Contracting Authority shall issue a decision declaring the adjudication of the bidding/tender, within 10 days since the receipt of the recommendation from the Evaluation Committee. The Contracting Authority shall issue a decision declaring the adjudication of the bidding/tender. The resolution shall consider the recommendation of the Evaluation Committee and expose the foundations to justify the decision. All offerors will be notified and it will be published in the Public Contracting Information System.”
If no, please elaborate:	n/a
29.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 60 Decree 1.350/14: “Adjudication (Awarding of the contract) The Contracting Authority shall issue a decision declaring the adjudication of the bidding/tender, within 10 days since the receipt of the recommendation from the Evaluation Committee. The Contracting Authority shall issue a decision declaring the adjudication of the bidding/tender. The resolution shall consider the recommendation of the Evaluation Committee and expose the foundations to justify the decision. All offerors will be notified and it will be published in the Public Contracting Information System.”
30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
30.1. Is the standstill period set out in the notice of intention to award?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of the PPP contract in order to prevent an unfair disadvantage to the other bidders?	No

If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
31.1. Based on your experience, is it always the case that this restriction is respected in practice?	No
If yes, please specify:	n/a
If no, please elaborate:	n/a
32. Does the procuring authority publish the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 15 of PPP Law: “Transparency. The Public-Private Partnership Project Unit must submit an annual report to the Executive and the Legislature detailing the transparency mechanisms and actions implemented in each of the projects, including the results and indicators for verification; the report shall also be submitted to the Comptroller General’s Office and published on the official site to be determined by regulation. The following must be disseminated in the official Web site referred to in the preceding paragraph:</p> <ul style="list-style-type: none"> a. The calls and invitations to bid specifications, pre-qualification and any other selection procedure provided in this Law, and their corresponding addenda; b. Award decisions with the corresponding bases; c. The contracts and amendments; d. Early termination decisions; and, e. Any other information indicated in the regulation. <p>Competent authorities shall be responsible for providing the above information to the administrator of the Web site in the form and deadlines established in the regulations.”</p>
32.1. If yes, which of the following options best describes this publication (choose only one)?:	Yes
Publication of the full PPP contract including all its annexes and appendixes	Yes
Publication of the full PPP contract without including all its annexes and appendixes	No
Publication of a summary of the PPP contract without publishing the full PPP contract	No
Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes	No

Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes	No
32.2. If yes, is it published online?	Yes
If yes, please specify the website:	http://www.stp.gov.py/v1/proyectos-de-participacion-publico-privada/
32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 15 of PPP Law: “Transparency. The Public-Private Partnership Project Unit must submit an annual report to the Executive and the Legislature detailing the transparency mechanisms and actions implemented in each of the projects, including the results and indicators for verification; the report shall also be submitted to the Comptroller General’s Office and published on the official site to be determined by regulation. The following must be disseminated in the official Web site referred to in the preceding paragraph:</p> <ul style="list-style-type: none"> a. The calls and invitations to bid specifications, pre-qualification and any other selection procedure provided in this Law, and their corresponding addenda; b. Award decisions with the corresponding bases; c. The contracts and amendments; d. Early termination decisions; and, e. Any other information indicated in the regulation. <p>Competent authorities shall be responsible for providing the above information to the administrator of the Web site in the form and deadlines established in the regulations.”</p>
PPP Contract Management	
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)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Section III “Contract Execution” (Articles 75 to 97) of Decree 1350/14 specifies some procedures, activities and responsibilities set responsibilities of contracting authority, including control of information, project superintendent, management of assets, expropriation activities, construction phase activities, project supervision, etc.
41.1. If yes, which of the following tools does it include	Yes

(check all that apply)?: Establishment of a PPP contract management team	
Relevant legal/regulatory provisions (if any):	Article 76 of the Decree 1350: Project superintendent The Contracting Authority shall appoint a Project Superintendent for each PPP project. Natural or legal persons may be appointed. When the importance of the work requires it, and for the supervision of it, private consultant companies may be recruited, always according to the contracting procedures established in the law.
Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa	No
Relevant legal/regulatory provisions (if any):	n/a
Elaboration of a PPP implementation manual or an equivalent document	No
Relevant legal/regulatory provisions (if any):	n/a
Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)	No
Relevant legal/regulatory provisions (if any):	n/a
Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)	No
Relevant legal/regulatory provisions (if any):	n/a
41.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please select only one): The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications.	No
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a

<p>The PPP contract management team members are required to meet sufficient qualification without specific details.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The PPP contract management team members are not required to meet any specific qualifications.</p>	<p>Yes</p>
<p>Please elaborate and provide examples:</p>	<p>Article 76 of the Decree 1350: Project superintendent The Contracting Authority shall appoint a Project Superintendent for each PPP project. Natural or legal persons may be appointed. When the importance of the work requires it, and for the supervision of it, private consultant companies may be recruited, always according to the contracting procedures established in the law. Nothing specific establishes the requirements to be met by the Project Superintendent.</p>
<p>42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Article 80 of Decree 1350/14: “Construction Phase The construction phase will begin with the order for the beginning of works, according to the provisions of the PPP contract and it will end with the temporary commissioning of the work, according to the PPP Contract. This phase shall be regulated by the provisions of this regulation and the corresponding PPP contract, it shall include the following contracting aspects, according to the Public Private Partnership modality:</p> <ul style="list-style-type: none"> a) The performance of studies as foreseen in the PPP contract. b) The construction of works according to the PPP contract. c) The supply of equipment established in the PPP contract. d) Repairs and maintenance of the public or private assets or works turned over to the Private participant, in the modality established in the PPP contract, since the beginning of the contract. e) Use and enjoyment of assets of public or private domain from the government, aimed to develop the PPP Project. f) Use and enjoyment of private assets aimed to develop the PPP Project.” <p>Article 81 of Decree 1350/14: “Project supervision during the construction phase During the construction phase of the PPP Project, the Contracting Authority will appoint a Project superintendent whose role will be to ensure compliance with the obligations corresponding to this phase. The project superintendent shall operate under the direction and supervision from the person responsible of the administration of the contract, who is appointed by the Contracting Authority, the project superintendent should keep him informed</p>

	of all relevant events which may affect the prosecution of the contract and the tax contingencies.”
42.1. If yes, is the PPP contract construction performance information made available to the public?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Articles and 118 and 119 of Decree 1350/14, as long as there is specific construction milestones in the contract, the compliance of those milestones shall be included in management reports and those reports shall be published at the website of the National Directorate of Public Contracting.
42.2. If yes, is the PPP contract construction performance information made publicly available online?	Yes
If yes, please specify the website:	http://www.stp.gov.py/v1/proyectos-de-participacion-publico-privada/
43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 90 of Decree 1350/14: “Supervision during the operation phase: The Contracting Authority will be responsible for the technical supervision of the fulfillment of the obligations established in the PPP law, in this regulation and in the PPP contracts, during the operation phase of the project. This supervision will be on service levels, tariff regime and the rights of users, according to the PPP contract. The Contracting Authority will appoint a Project Superintendent, to ensure compliance with the contractual obligations corresponding to the operation phase. The Project superintendent shall operate under the direction and supervision of the person responsible of the contract administration, who will be appointed by the Contracting Authority, the Project superintendent shall inform the person responsible of the contract, all relevant facts that might affect the development of the contract and the tax contingencies.”</p> <p>Article 91 of Decree 1350/14: “Supervision of the service levels In the supervision of service levels, the Contracting Authority must verify the fulfillment of the technical standards linked with this levels, according to the requirements and the PPP contract, it shall apply penalties in case of nonfulfillment of these obligations.”</p>
43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed against evaluation criteria set	Yes

in the tender documents and the PPP contract	
Relevant legal/regulatory provisions (if any)	Article 91 of Decree 1350/14: "Supervision of the service levels: In the supervision of service levels, the Contracting Authority must verify the fulfillment of the technical standards linked with this levels, according to the requirements and the PPP contract, it shall apply penalties in case of nonfulfillment of these obligations."
The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract	No
Relevant legal/regulatory provisions (if any)	n/a
The private partner must provide the procuring or contract management authority with periodic operational and financial data	Yes
Relevant legal/regulatory provisions (if any)	Art. 75 Decree 1350/14: "(...) The private participant will be obliged to: 1. Grant access to the Contracting Authority, the Project superintendent and other control bodies, to the following information: project backgrounds, construction drawings, calculations records or specifications related to the project and in general all necessary background for the supervision and control of the fulfillment of the provisions in the PPP contract. 2. Submit the quarterly and annual financial statements of the Society for Specific Purposes to the Contracting Authority. 3. Inform about the organization and composition of senior staff from the Private Participant, when the Society for Specific Purposes is established or every time there is a change on it. 4. Inform about the conditions of the guarantees provided by the Private participant, related to the PPP contract and particularly about the special pledge or trust, when applicable. The name and address of the creditors and guarantors should be indicated. 5. Provide monthly information about claims submitted by the users, specifying the name of the user and the complaint made. 6. All information, data, instruments or relevant aspects related to the project, when considered appropriate to require them."
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	Yes
Relevant legal/regulatory provisions (if any)	Article 117.- Reporting by the Contracting Authority to the Public-private Partnership Unit. The Contracting Authority shall report to the Public-private Partnership Unit, periodically, every semester, about the fulfillment of the contracts under its care. Furthermore, the Contracting Authority should report to that Entity any substantial alteration or non-fulfillment with respect to the contract within five (5) days of having verified such alteration or non-fulfillment.

The PPP contract performance information must be available to the public	Yes
Relevant legal/regulatory provisions (if any)	Article 119 of Decree 1350/14: "Article 119.- Transparency and Publication of the information regarding the Management of Contracts. Besides the information required by Article Number 15 of the Law, all of the information contained in the Public Registry of the Public-private Partnership Program as well as management evaluation reports, other evaluation reports, and audit reports that were conducted by the Involved Entity of the Public-private partnership and by the Contracting Authority shall all be made available to the public at the web page of National Directorate of Public Contracting."
43.2. Is PPP contract performance information made publicly available online?	Yes
If yes, please specify the website:	http://www.stp.gov.py/v1/proyectos-de-participacion-publico-privada/
44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 29 of the PPP Law: The private participant may voluntarily assign the public-private partnership contract to a third party. The voluntary assignment, like the mandatory cases arising from special guarantees execution, includes the transfer of all rights and obligations of the contract.</p> <p>The assignment can only be made to a legal person or group, which qualifies and meets the requirements demanded for bidders in the original contract, which is not subject to disqualification under the Law. The assignment shall require prior authorization of the Contracting Authority to verify the compliance with the requirements.</p> <p>Art. 66 of Decree 1350/14: "Assignment/cession of a contract or company's shares: The total or partial assignment/cession of the contract, or the shares from the Company for Specific Purposes, will require the authorization of the Contracting Authority. The Books of bidding terms and conditions will establish the conditions and requirements which the Private Participant must meet, for the purpose of</p>

	<p>total or partial assignment/cession of the contract, or the shares from the Company for Specific Purposes. The Contracting Authority shall have the opinion of the PPP Unit and the Ministry of Finance before it is authorized. After the assignment/cession of the contract, the assignee will be surrogated in the rights and obligations corresponding to the assignor. During the construction phase, the cession of the contract or shares may exceptionally be admitted, under the cases and conditions provided for in the contract.”</p>
<p>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).</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Article 62 of Decree 1350/14: “A company for specific purposes (...) In the case of successful bidders that were awarded in a consortium, The Company for Specific Purposes shall be constituted with the same partners, shareholders or with members of the consortium, and in the same proportions they had had when the awarding took place. Any modification of these shares shall be approved by the Contracting Authority, without affecting the commitment of the bidders which influence the technical and financial capacity of the consortium(...) The Books of bidding terms and conditions will establish the deadlines, forms and conditions from which the shareholder composition of the Company for specific purposes, can be modified. The modification of the shareholder composition from the Company for Specific Purposes shall be approved by the Contracting Authority.</p>
<p>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Article 62 of Decree 1350/14: “A company for specific purposes (...) In the case of successful bidders that were awarded in a consortium, The Company for Specific Purposes shall be constituted with the same partners, shareholders or with members of the consortium, and in the same proportions they had had when the awarding took place. Any modification of these shares shall be approved by the Contracting Authority, without affecting the commitment of the bidders which influence the technical and financial capacity of the consortium(...)” Art. 66 of Decree 1350/14: “Assignment/cession of a contract or company’s shares The total or partial assignment/cession of the contract, or the shares from the Company for Specific Purposes, will require the authorization of the</p>

	<p>Contracting Authority. The Books of bidding terms and conditions will establish the conditions and requirements which the Private Participant must meet, for the purpose of total or partial assignment/cession of the contract, or the shares from the Company for Specific Purposes. The Contracting Authority shall have the opinion of the PPP Unit and the Ministry of Finance before it is authorized. After the assignment/cession of the contract, the assignee will be surrogated in the rights and obligations corresponding to the assignor. During the construction phase, the cession of the contract or shares may exceptionally be admitted, under the cases and conditions provided for in the contract.”</p>
<p>In other cases, flexibility to change the ownership structure and/or assign the contract.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Besides the restrictions regulated and mentioned above (article 29 of the PPP and corresponding articles of Decree 1350) there is flexibility to change the composition of the private partner</p>
<p>46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Article 32 of PPP Law: -“Unilateral modification of the contract for the development of public-private partnership contracts provided by the Administration. The Contracting Authority may unilaterally modify the public-private partnership contracts for reasons of public interest, duly supported by technical advice. The modifications made to the contract under this prerogative should be appropriate and proportionate to the causes that motivate, and must respect, where possible, the nature of the contract and the economic and technical conditions contractually agreed. In such cases, the Contracting Authority shall be obliged to rebalance the economic and financial conditions of the public-private partnership contracts, fully compensating the private participant for damages eventually resulting from the alteration of the equation. The Regulations shall establish the maximum amount of investment that the private participant may be required to make under the provisions of the preceding paragraph, and the maximum period within which the Contracting Authority may order the modification of the project. Article 33 of PPP Law: “Mutually agreed modifications. The Contracting Authority and the private participant may agree to modify the characteristics of the contracted works and services, in order to increase service levels and technical standards set out in the bidding terms and conditions, by signing the corresponding supplementary agreement.</p>

	<p>The parties shall respect, where possible, the nature of the contract and the economic and technical contractually agreed terms. The Regulations shall establish the maximum amount of investment that the Contracting Authority and the private participant may jointly agree, and the maximum period within which the project may be modified.”</p>
<p>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Article 94 of Decree 1350/14: “Unilateral modification of the contract Before the decision of unilateral modification is made, The Contracting Authority will request a founded opinion, to the PPP Unit, the Office of The Attorney General of the Republic and the Ministry of Finance, (...)” Article 95 of Decree 1350/14: “Modifications by mutual agreement For the exercise of this power, the Contracting Authority will request a founded opinion from the PPP Unit, the Office of the Attorney General of the Republic and the Ministry of Finance, accompanied by the corresponding technical report and a draft of the amending agreement.(...)”</p>
<p>46.2. If yes to question 46, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Article 94 of Decree 1350/14: “Unilateral modification of the contract Before the decision of unilateral modification is made, The Contracting Authority will request a founded opinion, to the PPP Unit, the Office of The Attorney General of the Republic and the Ministry of Finance, accompanied by a technical report with the following information: a) It shall explain the need to increase the service levels and technical standards established in the PPP contract or other technical reasons of public interest which justify the modification of the contract. b) An estimate of the cost of possible compensations to be paid to the Private participant, to the extent that such changes may negatively affect the economic and financial balance of the project. The bidding terms shall establish the maximum amount of investment that the Contracting Authority may require to the Private participant, as well as the maximum term to order modification of the works or services. In any case, the maximum amount of these new investments may not exceed 15% (fifteen percent) of the final investment budget of the work or service, as appropriate. This maximum amount will be updated as of the date of the submission of the modification, using the Consumer Price Index (IPC). This modification may not be required on a date after two thirds of the PPP contract has been fulfilled. The calculation of compensations shall always be made in order to obtain that the present net value of the additional project is equal to zero. All that taking into account the applicable discount rate and the economic effect that the additional project may have on the original project, including the higher risk</p>

	<p>which can be added to it, also the revenue and incremental costs that involve respecting the original formula. The applicable discount rate will be calculated on the basis of the current average interest rate for debt instruments, consistent with the duration of the investment, adjusted to the relevant risk of the additional project and the ones corresponding to the compensation mechanisms applied. If any discrepancy exists about the applicable discount rate or the amount of the compensation, the parties may resort to dispute settlement mechanisms established in the contract.”</p> <p>Article 95 of Decree 1350/14: “Modifications by mutual agreement For the exercise of this power, the Contracting Authority will request a founded opinion from the PPP Unit, the Office of the Attorney General of the Republic and the Ministry of Finance, accompanied by the corresponding technical report and a draft of the amending agreement. The terms of the bidding/tender will establish the maximum amount of the Investment, that the Contracting Authority and the Private Participant may agree, through contractual modifications by mutual agreement, as well as the maximum time limit in which it can take place.</p> <p>In all cases, the maximum amount of these new investments may not exceed 30% (thirty percent) of the final budget of work investment. This amount will be updated as of the date of the submission of the modification, using the Consumer Price Index (IPC). The Contracting Authority shall compensate the Private participant for the changes agreed on the contract, to the extent that such changes affect negatively the financial and economic balance of the contract. The calculation criteria established in the preceding article about modifications of the contract by mutual agreement shall be applicable.”</p>
A change in the risk allocation of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the financial and/or economic balance of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 94 of Decree 1350/14: “Unilateral modification of the contract Before the decision of unilateral modification is made, The Contracting Authority will request a founded opinion, to the PPP Unit, the Office of The Attorney General of the Republic and the Ministry of Finance, accompanied by a technical report with the following information: a) It shall explain the need to increase the service levels and technical standards established in the PPP contract or other technical reasons of public interest which justify the modification of the contract. b) An estimate of the cost of possible compensations to be paid to the Private participant, to the extent that such changes may negatively affect the</p>

	<p>economic and financial balance of the project. The bidding terms shall establish the maximum amount of investment that the Contracting Authority may require to the Private participant, as well as the maximum term to order modification of the works or services. In any case, the maximum amount of these new investments may not exceed 15% (fifteen percent) of the final investment budget of the work or service, as appropriate. This maximum amount will be updated as of the date of the submission of the modification, using the Consumer Price Index (IPC). This modification may not be required on a date after two thirds of the PPP contract has been fulfilled. The calculation of compensations shall always be made in order to obtain that the present net value of the additional project is equal to zero. All that taking into account the applicable discount rate and the economic effect that the additional project may have on the original project, including the higher risk which can be added to it, also the revenue and incremental costs that involve respecting the original formula. The applicable discount rate will be calculated on the basis of the current average interest rate for debt instruments, consistent with the duration of the investment, adjusted to the relevant risk of the additional project and the ones corresponding to the compensation mechanisms applied. If any discrepancy exists about the applicable discount rate or the amount of the compensation, the parties may resort to dispute settlement mechanisms established in the contract.”</p> <p>Article 95 of Decree 1350/14: “Modifications by mutual agreement For the exercise of this power, the Contracting Authority will request a founded opinion from the PPP Unit, the Office of the Attorney General of the Republic and the Ministry of Finance, accompanied by the corresponding technical report and a draft of the amending agreement. The terms of the bidding/tender will establish the maximum amount of the Investment, that the Contracting Authority and the Private Participant may agree, through contractual modifications by mutual agreement, as well as the maximum time limit in which it can take place.</p> <p>In all cases, the maximum amount of these new investments may not exceed 30% (thirty percent) of the final budget of work investment. This amount will be updated as of the date of the submission of the modification, using the Consumer Price Index (IPC). The Contracting Authority shall compensate the Private participant for the changes agreed on the contract, to the extent that such changes affect negatively the financial and economic balance of the contract. The calculation criteria established in the preceding article about modifications of the contract by mutual agreement shall be applicable.”</p>
A change in the duration of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a

A change in the agreed price or tariff.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 92 of Decree 1350/14: “Tariff Regime The Contracting Authority must regulate and approve, according to the current legal regime, and where applicable, the rates which may apply for the use of public works or the provision of public services, in addition, it shall verify that the amounts charged to the users correspond with the ones that were regulated and approved. The services whose prices are not regulated, will be subject to the provisions of the PPP contract.”</p>
46.3. Can the procuring authority unilaterally modify a PPP contract?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 94 of Decree 1350/14: “Unilateral modification of the contract Before the decision of unilateral modification is made, The Contracting Authority will request a founded opinion, to the PPP Unit, the Office of The Attorney General of the Republic and the Ministry of Finance, accompanied by a technical report with the following information: a) It shall explain the need to increase the service levels and technical standards established in the PPP contract or other technical reasons of public interest which justify the modification of the contract. b) An estimate of the cost of possible compensations to be paid to the Private participant, to the extent that such changes may negatively affect the economic and financial balance of the project. The bidding terms shall establish the maximum amount of investment that the Contracting Authority may require to the Private participant, as well as the maximum term to order modification of the works or services. In any case, the maximum amount of these new investments may not exceed 15% (fifteen percent) of the final investment budget of the work or service, as appropriate. This maximum amount will be updated as of the date of the submission of the modification, using the Consumer Price Index (IPC). This modification may not be required on a date after two thirds of the PPP contract has been fulfilled. The calculation of compensations shall always be made in order to obtain that the present net value of the additional project is equal to zero. All that taking into account the applicable discount rate and the economic effect that the additional project may have on the original project, including the higher risk which can be added to it, also the revenue and incremental costs that involve respecting the original formula. The applicable discount rate will be calculated on the basis of the current average interest rate for debt instruments, consistent with the duration of the investment, adjusted to the relevant risk of the additional project and the ones corresponding to the compensation mechanisms applied. If any discrepancy exists about the applicable discount rate or the amount of the compensation, the parties may resort to dispute settlement mechanisms established in the contract.”</p>
47. Does the regulatory framework (including	Yes

standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure	
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 96 of decree 1350/14: “Fortuitous events or force majeure, duly verified, in accordance to the bidding terms and the contract. Any act or event that is unforeseeable, irresistible and out of the control of the parties shall be considered as force majeure or fortuitous events. Situations that can be considered as fortuitous events or force majeure may include and are not limited to: natural disasters, fires, explosions, war, insurrection, mobilization, strikes and Government decisions. Acts or events whose occurrence could be expected and whose consequences could be avoided with reasonable diligence shall not be considered as a case of force majeure or a fortuitous event. In the same way, acts or events which make the fulfillment of an obligation more difficult or more expensive for the corresponding party, shall not be considered fortuitous events of force majeure. The Private participant is entitled to request the suspension of the contract and enjoy a term equal to the period of stoppage or interruption of the work, according to Article 35 of the law. It shall only have right to compensation if expressly agreed on the terms of the contract. In case of express provision in the contract, the compensation will take place after the verification of serious damages caused to the Private participant which disrupt the financial and economic balance of the PPP contract and after obtaining the opinion of the Ministry of Finance. The compensation could be implemented by means of an extension of the contract term, (an extension which may not exceed ten years), by means of the variation in the regime of investments originally planned, by means of the modification of the tariff regime, and by means of the payment of subsidies, among others, according to the scope, mechanisms and procedures prescribed in the Public-private Partnership contract. Under no circumstances shall the Private Partner be indemnified for total or partial loss of their materials stockpiled on site, whose insurance costs are considered to be contemplated in the Public-private Partnership Program contract.”</p>
Material Adverse government action .	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	No regulatory basis
Change in the Law.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	No regulatory basis

Refinancing.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Subcontracting and replacement of the subcontractors.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 29 of the PPP Law: “(…) The private participant may also subcontract activities under its responsibility pursuant to the respective public-private partnership contract, whether principal or accessory, related, derived or complementary to it. Subcontracting does not involve the release of responsibilities to the private participant.”
48. Does the regulatory framework (including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the implementation of PPP contracts?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 41 of the PPP Law: “Dispute settlement. For the settlement of disputes arising in connection with the interpretation, implementation, enforcement, development and/or termination of public-private partnership contracts and that cannot be settled by negotiation between the parties, they may submit their disputes to arbitration of law, as they relate to issues of private law. To this end, the contract shall regulate aspects such as: the corresponding procedural instances, the requirements at each stage, the integration of decision-making bodies where appropriate, and the effectiveness of decisions, opinions and awards issued promptly, without prejudice to the provisions issued by regulatory means. Technical or economic discrepancies arising between the parties during the execution of the contract shall be subject to the consideration of a technical panel of experts in the field of dispute, at the request of either party.” Chapter VI of the Decree 1350 further regulates in detail Resolution of Disputes
48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body	Yes
If yes, please specify:	Technical Panel regulated by article 106 of the Decree 1350 : In case the disputing parties had not arrived to an agreement within the frame

	<p>of the negotiations that were entered into, the aggrieved party shall submit the controversy to the Technical Team within the term of thirty (30) days from the date of the notification, or within the longest term that is prescribed in the specific contract and in the tender documents, as long as the nature of the controversy is technical or economical.</p> <p>If the aggrieved party considers that its claim does not involve such technical or economical nature, it shall nonetheless make a brief summary of the claim and shall request a statement of disavowal with respect to the competence of the technical Team which will allow it to resort to the arbitration. The decision made by the Technical Panel in that situation shall be final and definite for the involved parties.</p> <p>The Technical Team, during the execution of the contract and even before the filing of any complaint, for the purposes of empathizing with the materials that could be litigated, may make periodic visits to the location of the project, may meet with the involved parties, and may be informed of the progress of the works and of other aspects that are concerned with the execution of the contract, as frequent as it is prescribed in the Book of Bidding terms and conditions. If the it does not contemplate the needed frequency, the information must be furnished quarterly by the parties.</p>
Local courts	Yes
Domestic arbitration	Yes
International arbitration	Yes
Investor-State Dispute Settlement (ISDS)	Yes
Mediation	Yes
Please provide the relevant legal/ regulatory/standard contractual provisions (if any)	<p>In general, article 41 of the PPP Law and Chapter VI of the Decree 1350 further regulates in detail Resolution of Disputes. In particular, Article 110 of the regulatory Decree 1350 regulates arbitration as the third Stage in The Resolution of Disputes. Article 110 of Decree 1350/14: "Third Stage in The Resolution of Disputes. Arbitration. A process of arbitration may be started for the resolution of disputes within a term of thirty (30) days counted from any of the following events: a) A rejection by any of the contracting parties of the recommendation of the technical Team; this rejection shall take place within ten (10) business days from the notification of the recommendation or the notification of the clarifying statement by means of a notification to the other party and to the Technical Panel. Such recommendation shall be deemed accepted if it is not rejected within the term of ten (10) business days. This term shall be considered interrupted in the case that there are requests to the Technical Team for clarification. b) The non-compliance by either of the parties of the recommendation made by the Technical Team, be it accepted by the parties tacitly or explicitly. The non-compliance shall be recorded by means of an intimidation note to the other party, point from which the term to submit the dispute to arbitration shall start to be counted. c) A judgment made by the Technical Team to manifest its lack of competence in the matter when the dispute involves matters that are not technical or economic. Unless there is a different provision in the Book of bidding terms and conditions, the applicable regulations for the arbitration process shall be those of Law Number 1879/02 of the Republic of Paraguay on "Arbitration and Mediation."</p>

	<p>The arbitration can be institutional or specially constituted, according to what is established in the Book of bidding terms and conditions and in the Contract. The Arbitration Tribunal shall be composed of three arbitrators, unless the parties, once the proceeding has been initiated, by mutual agreement and to reduce the costs of arbitration, expressly choose to have just one arbitrator. Each part shall name an arbitrator, and both arbitrators should nominate the third. The arbitrators may be Paraguayan citizens or foreigners, according to the choice of the concerned parties.”</p>
48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	Article 45 of Law 1879/02 of the Republic of Paraguay on “Arbitration and Mediation” regarding recognition and enforcement of arbitral awards
International arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	New York Convention of 1958 and Law 1879/2002 (articles 44 and 45)
Investor-State arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	Law 1879/2002 (article 44 and 45). Paraguay is also a member of the ICSID Convention
49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV) in financial difficulty prior to insolvency?	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
50. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for	Yes

failure to meet service obligations?	
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Articles 38 and 39 of the PPP Law regulate this situation.</p> <p>Article 38: "Funding and special guarantee. The Private Participant may finance the development of public-private partnership projects, through the modalities, instruments and financial transactions recognized and regularly used in national or international financial markets. For the benefit of its creditors and to ensure obligations directly related to the development of the corresponding public-private partnership contract, it may constitute a special guarantee consisting of a pledge or creation of collateral trust in respect of rights arising from the public-private partnership contracts, including future cash flows generated by the project, and the shares of capital stock of the corporation acting as private participant. In case of breach by the private participant to its creditors holding such guarantees, they may execute them, in direct and extrajudicial manner, through regulatory or contractual mechanisms. Alternatively, creditors holding such special guarantees may ask the Contracting Authority to proceed to the unilateral termination of the public-private partnership for breach of the private participant, in order to exercise their rights in the context of the termination of that contract."</p> <p>Article 39: "Situation of creditors holding special guarantees in case early contract termination. Prior to the early termination of the contract for the development of a proposed public-private partnership arranged by the Contracting Authority for reasons attributable to the private participant, the latter may offer creditors holding such special guarantees an option to continue with the contract compliance in the above-mentioned terms. In such cases, the successor to the private participant to be considered acceptable by the Contracting Authority must certify timely certify the compliance with requirements for bidders on the basis of the competitive procedure used for the award of the contract public- private partnership"</p>
50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.	<p>No</p>
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>n/a</p>
The regulatory framework prescribes that a direct agreement should be signed with the lenders.	<p>No</p>
If yes, please specify and provide the relevant legal/regulatory/standard	<p>n/a</p>

contractual provisions (if any):	
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Other.	Yes
Please Specify:	Articles 39 of the PPP Law regulates this situation: "Situation of creditors holding special guarantees in case early contract termination. Prior to the early termination of the contract for the development of a proposed public-private partnership arranged by the Contracting Authority for reasons attributable to the private participant, the latter may offer creditors holding such special guarantees an option to continue with the contract compliance in the above-mentioned terms. In such cases, the successor to the private participant to be considered acceptable by the Contracting Authority must certify timely certify the compliance with requirements for bidders on the basis of the competitive procedure used for the award of the contract public-private partnership"
51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	Articles 36 of the PPP Law regulates this matter. Specifically, "The public-private partnership contracts shall be terminated upon the following grounds: a. Due to the expiration of the stipulated period for its validity or its extensions; b. Unilaterally and early, due to the serious breach of the private participant of the Contracting Authority, in accordance with the provisions in the public-private partnership contracts, determined by final decision issued in accordance with the system of dispute resolution provisions in this Law; c. Due to redemption decided by the Contracting Authority, for reasons of public interest, without prejudice to any compensation that may correspond, under the terms provided in the regulation and the relevant public-private partnership contract; d. Due to the impossibility of performance of the public-private partnership contract by the private participant as a result of measures taken by the State; e. Due to bankruptcy or insolvency proceedings of the private participant; f. On the occurrence of any cause that might impede the private participant to comply with its obligations; g. For mutual agreement between the Contractor and the private participant; and h. In other cases expressly provided for in the public-private partnership contracts.
51.1. If yes, does the regulatory framework (including standard contractual clauses) establish	Yes

the consequences for the termination of the PPP contract?	
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 101 of Decree 1350/14: “ Early Termination of the contract due to Public Interest(...) In the case of early termination of the contract in the benefit of the public interest, the Private Participant shall have the right to an indemnification. The Book of bidding terms and conditions and the Public-private Partnership Program contract shall estipulate the criterion and procedures to calculate the amount of the indemnification, otherwise it would be nullified. The criteria that the Book of bidding terms and conditions need to respect is that an early termination during the construction stage shall entirely compensate the investment effectively made, and its shall determine beyond doubt that the construction was necessary for the provision of services, according to the contract; the indemnification shall include the cost of financial capital required for such investment, plus a bonus---equivalent to five percent (5%) of the amount of the investment made. For the calculation of the financial capital of the investment, the weighted average cost of capital for the business shall be considered as a discount rate, according to the criterion defined to that effect in the tender documents. During the period of operation, the compensation shall be made with an amount equivalent to the expected worth of the business for the period that is left to finish. In the case of projects that were awarded by the present value of income formula, the present expected worth value shall be determined as remaining not yet obtained from present value of income minus the present value of the expense of having kept that money saved. Any dispute with reference to the calculation of the amount shall be resolved by the referee Tribunal, after reviewing a technical report by a panel of experts.”</p>
Unsolicited Proposals	
34. Are unsolicited proposals in Paraguay: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)	No
Explicitly allowed by the legal framework?	Yes
Not regulated by the legal framework, but do happen in practice?	No
Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)	No
If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions	PPP Law (articles 48-51) and Decree 1350/14 (articles 135-140) have specific sections regulating private initiatives.

35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)	<p>Yes</p>
If yes, please specify and provide the relevant legal/regulatory provisions (if any)	<p>Art. 49 of PPP Law: “Article 49 - Stages of the private initiative process. The processing of private initiatives includes the following steps: (...) 2. Evaluation: The information received shall be reviewed by the Public-Private Partnership Project Unit in coordination with the Contracting Authority within 60 (sixty) days, it shall assess the appropriateness of the acceptance, with or without modifications, or its rejection; all without liability whatsoever. This period may be extended. The acceptance will involve a favorable opinion, declaring the public interest of the initiative.” 3. Feasibility Assessment: Once the public interest of the project has been declared, with or without modifications, the proponent shall prepare and submit the corresponding assessment at feasibility level in accordance with the requirements prescribed by the Public-Private Partnership Project Unit with the Contracting Authority, within the stipulated term.”</p>
35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Art. 48 of the PPP Law provides that the Public-Private Partnership Project Unit shall be entitled to receive, instruct and substantiate private initiatives for the development of projects initiated under this Law, included within their respective spheres of competence, provided that the object is not similar to other that: a. Has been submitted by a previous proponent and is currently under study of the Contracting Authority; b. The Contracting Authority is performing its previous studies about for promotion into the public initiative regime; and c. The Contracting Authority has identified and included in its planning with the express statement that shall be promoted ex officio; Projects that address financial payment or waiver of cash income of the Contracting Authorities, whose present value exceeds, in both cases, 10% (ten percent) of the initial investment shall not be accepted through private initiative. For the foregoing purposes, it is considered that a project is similar to another when its purpose is fully or partially coincident with the latter (geographic area, public or private property used, purpose and major activities), and its acceptance is incompatible or adversely affect the development of such other project. In case of submission of initiatives of similar projects, the processing of the first initiative presented shall be</p>

	prioritized. Projects which have been rejected under the provisions of this Chapter shall not be reintroduced, both by the applicant that originated the Project or by third parties, as well as by the Contracting Authorities, until (3) years had passed from its rejection. The concurrence of this circumstances will be assessed in the evaluation process mentioned above and regulated by article 49.2 of the PPP Law.
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.	No
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
The procuring authority does not evaluate unsolicited proposals against existing government priorities.	No
Please elaborate and provide examples:	n/a
37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Art. 49 of PPP Law: "Article 49 - Stages of the private initiative process. The processing of private initiatives includes the following steps: (...) 4. Public call: The Public-Private Partnership Project Unit shall have a period of 120 (one hundred twenty) days to analyze the information received and decide on the

	<p>initiative or request modifications. This period may be extended depending on the circumstances. The analysis will be done in coordination with the Contracting Authority. In case of a favorable decision, the Contracting Authority shall submit the initiative to the Executive Branch, and if it approves it, it shall proceed with the preparation of the bidding terms and conditions, and conduct the competitive procurement process pursuant to the provisions of this Law and the regulations. In these cases, the procedure initiated will aim at awarding the project provided for private initiative in the same terms as it was passed without possibility of incorporating new modifications, except for those accepted by the proponent.”</p>
<p>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Art. 49 of PPP Law: “Article 49 - Stages of the private initiative process. The processing of private initiatives includes the following steps: (...) 4. Public call: The Public-Private Partnership Project Unit shall have a period of 120 (one hundred twenty) days to analyze the information received and decide on the initiative or request modifications. This period may be extended depending on the circumstances. The analysis will be done in coordination with the Contracting Authority. In case of a favorable decision, the Contracting Authority shall submit the initiative to the Executive Branch, and if it approves it, it shall proceed with the preparation of the bidding terms and conditions, and conduct the competitive procurement process pursuant to the provisions of this Law and the regulations. In these cases, the procedure initiated will aim at awarding the project provided for private initiative in the same terms as it was passed without possibility of incorporating new modifications, except for those accepted by the proponent.”</p> <p>Art. 44 of Decree 1350/14: “Publications The public call for the bidding/tender will be published in the web site of the Contracting Authority and in the web site of the Public Contracting Information System. It also will be published in a newspaper of national circulation, at least once. All of this without prejudice to other media that the Contracting Authority considers appropriate, in order to ensure a wide dissemination of publicity for the call for the bidding/tender. However, when there has been a pre-qualification of the project and only the pre-qualified could bid, then the publications in the newspapers may be omitted. Between the date of the last publication of the call in the newspapers and the deadline to present offers, a period of time should be fixed in the bidding terms and conditions, to give an opportunity to the interested parties, so that they can prepare and present their documents, which may not be less than 60 (sixty) days.”</p>

and the time in calendar days:	60
39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.	No
39.2 Developer's fee (reimbursing the original proponent for the project development cost).	Yes
39.3 Bid Bonus.	Yes
39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).	No
39.5 Other.	No
Please specify:	n/a
Please provide the relevant legal/regulatory provisions (if any):	<p>Article 50 of the PPP Law further developed by the Decree 1350/2014: The proponent of a private initiative shall have the following rights and preferences:</p> <p>a. To obtain, once the final award of the contract has been issued, the reimbursement of accepted costs associated with the completion of the previous studies referred to in this Law, if the project does not lead to a winning proponent. These costs involve studies of the feasibility phase previously approved by the contracting institution, and shall be borne by the awarded bidder, which shall be reported in the corresponding public call;</p> <p>b. To obtain an award at the instance of competitive bids valuation procedure, involving a bonus of 3 to 10 % (3 to 10 percent) of the score obtained with the offer, depending on the size and complexity of the project in the terms set out in the regulation, which shall be added to it in order to determine its final score in that instance. Likewise, the promoter of the initiative shall not pay the acquisition cost of the bases of the competitive process or related documents. The Contracting Authority may choose to call for pre-qualification and establish that the feasibility studies shall be financed by all pre-qualified proponents, in which case the highest award presented by the initiative shall not exceed 3% (three percent) of the score obtained with the offer. In this case, the awarded bidder shall reimburse the payment made by the feasibility studies to each pre-qualified proponent.</p> <p>If for any reason the proponent does not perform feasibility studies within the time limits established by the regulation, the Contracting Authority shall conduct them itself or hire them in accordance with the corresponding procurement procedures, the proponent loses any right to receive compensation or benefit whatsoever.</p>

Article 139: For the purpose of determining the costs to be reimbursed, the proposer of the private initiative that is selected shall present a budget containing the amount of expenses anticipated to be incurred while carrying out the assessments of feasibility. The Contracting Authority, together with the Public-private Partnership Unit, will review and value the budgets that were presented, according to market standards, and shall primarily determine, within the term of twenty (20) days from the presentation of the budgets that are mentioned above, the amount of expenses to be reimbursed by the awarded offeror in case that the one who submitted the private initiative is not selected. The form, manner and term of the reimbursement shall be established in the tender documents.

Article 140 of the Decree 1350/2014: The bonus to be granted to the proponents shall be lined up by the following scale: a) Projects whose estimated investments are included between twelve thousand five hundred (12,500) and one hundred twenty five thousand (125,000) minimum monthly wages for varied activities which are not specified in the Capital City of the Republic: will be awarded a bonus of three percent (3%). b) Projects whose estimated investments are included between one hundred twenty-five thousand (125,000) and five hundred thousand (500,000) minimum monthly wages for varied activities which are not specified in the Capital City of the Republic: will be awarded a bonus of six percent (6%). c) Projects whose estimated investments exceed the equivalent to five hundred thousand (500,000) minimum monthly wages for varied activities which are not specified in the Capital City of the Republic: will be awarded a bonus of ten percent (10%).