

PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN SWEDEN

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:	<p>There is neither a common definition of public-private partnerships (PPP) nor any specific legislation with regard to these types of contracts in Sweden. However, the Public Procurement Act (SFS 2016:1145) (hereinafter the PPA), and the Concessions Procurement Act (SFS 2016:1147) (hereinafter the CPA) generally apply to PPP projects. These Acts all entered into force on 1 January 2017.</p> <p>Section 2 of the CPA indicates: This Act applies to the procurement of building concessions and service concessions performed by a contracting authority or entity. Section 3 furthermore indicates that procurement Provisions are also contained in the Public Procurement Act (2016: 1145), the Utilities Procurement Act (2016: 1146) and the Procurement and Defense Procedures Act (2011: 1029). However, the Utilities Procurement Act and the Procurement and Defense Procedures Act relate to specific sectors which are not included within the scope our analysis. As a consequence, the following study will be based on the PPA and the CPA.</p>
and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	<p>https://www.riksdagen.se/sv/dokument-lagar/dokument/svensk-forfattningssamling/lag-20161145-om-offentlig-upphandling_sfs-2016-1145</p> <p>https://www.riksdagen.se/sv/dokument-lagar/dokument/svensk-forfattningssamling/lag-20161147-om-upphandling-av-koncessioner_sfs-2016-1147</p>
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:	Public Procurement Act (SFS 2016:1145), the Utilities Procurement Act (SFS 2016:1146) and the Concessions Procurement Act (SFS 2016:1147) entered into force on 1 January 2017.
2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?	Yes
Please describe:	The government has established a committee with the task to investigate if major infrastructure projects can be financed by, inter alia, the involvement of private capital. In February 2017 the committee issued a report, SOU 2017:13. The committee recommends that a trial program is launch where at least

	three major PPP-projects are initiated within the transportation infrastructure area.
3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.	No
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:	n/a
4. Does the regulatory framework provide for a	No

specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?	
If yes, please specify and provide the relevant legal/regulatory provision (if any):	n/a
5. Please identify the PPP procuring authorities in Sweden and provide their website(s) (if available):	<p>Pursuant to section 20 of the CPA, by contracting entity, this Act means any entity which carries out any of the activities listed in Annex 2 and assigns a concession for the pursuit of such business and which is:</p> <ol style="list-style-type: none"> 1. A governmental or municipal authority, a deciding assembly in a municipality or county council, a publicly controlled body referred to in section 17 or an association of one or more authorities or parliaments or an association of one or more publicly controlled bodies; 2. An undertaking which a contracting authority may exercise a controlling influence over in the manner referred to in the second subparagraph, or 3. Any entity other than those specified in 1 and 2 if it carries on its business under such an exclusive right under section 12 or a special right under section 18 granted for the pursuit of any of the activities listed in Annex 2; A controlling influence under paragraph 2 shall be deemed to exist if a contracting authority holds, directly or indirectly, more than half of the shares in the company or controls the majority of the votes due to equity or equivalent or may appoint more than half the number of members of the company board or Corresponding management body. Such a unit as referred to in the first paragraph 3 does not constitute a contracting entity if it has been granted special rights or exclusive rights through a procedure published in an appropriate manner and if the granting of those rights has been based on objective criteria. <p>This include for example: (i) Swedish Transport Administration http://www.trafikverket.se/ (ii) Stockholm County Council http://www.sll.se/om-landstinget/Information-in-English1/</p>
6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?	No
If yes, please indicate its name, and its website (if available):	n/a
6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.	n/a
6.2 PPP capacity building for other public authorities.	n/a

6.3 PPP promotion among the public and/or private sectors in national and international forums.	n/a
6.4 Technical support in implementing PPP projects.	n/a
6.5 Identification and selection of PPP projects from the pipeline.	n/a
6.6 Revision of fiscal risks born by the Government.	n/a
6.7 Consultation with affected communities on potential impact of PPP projects.	n/a
6.8 Approval of PPP projects.	n/a
6.9 Undertaking the procurement of PPPs.	n/a
6.10 Oversight of PPP implementation.	n/a
6.11 Other	n/a
6.11 please specify:	n/a
Please provide the relevant legal/regulatory provisions:	n/a
PPP Preparation	
8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	Yes

If yes, please provide the relevant legal/regulatory provisions (if any):	ESA 2010
Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
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).	No
Accounting and reporting according to other international standard (e.g. European System of Accounts).	Yes
Please specify:	ESA 2010
Other.	No
Please specify:	n/a
9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?	No
If yes, please specify the relevant authority	n/a
and provide the relevant legal/regulatory provisions (if any):	n/a
9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before signing the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to chapter 7 article 5 of the Budget Act the main rule is grants funding for the investment in infrastructure projects. Thus, pursuant to chapter 7 article 6 of the Budget Act a decision of the parliament is necessary for the involvement of private capital. In order for the competent authority to enter into a PPP agreement, a decision from both the parliament and

	government is required. Therefore, the approval of the Parliament is required.
10. Does the procuring authority use transaction advisors during the PPP project cycle?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.	No
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.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
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.	Yes
Please elaborate and provide examples:	Neither the CPA nor the PPA include provisions related to prioritization. Moreover, in Sweden, municipalities have a large amount of freedom when it comes to decision-making and investments etc.
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:	No specific provisions apply
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)	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
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)	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:	In practice, an affordability assessment is prepared before procuring PPPs.
12.3. Risk identification, allocation and assessment (risk matrix)	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:	In practice, an analysis of the risks is made before procuring PPPs.
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)	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:	In practice, procuring authorities compare all procurement options.
12.5. Financial viability or bankability assessment	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)	No
Relevant legal/regulatory provision (if any)	n/a

Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
12.7. Environmental impact assessment	Yes
Relevant legal/regulatory provision (if any)	Section 5 of Chapter 6 of the environmental Code (Ds 2000:61): If the county administrative board decides pursuant to section 4 that the activity or measure is likely to have a significant environmental impact, an environmental impact assessment procedure shall be held. In such a procedure the person who intends to undertake the activity or measure shall consult the other government agencies, the municipalities, the citizens and the organizations that are likely to be affected. The consultation shall relate to the location, scope, design and environmental impact of the activity or measure and the content and structure of the environmental impact statement.
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	<p>Section 7 of Chapter 6 of the environmental Code (Ds 2000:61): An environmental impact statement relating to an activity or measure that is likely to have a significant environmental impact shall contain the information that is needed for the purpose referred to in section 3, including:</p> <ol style="list-style-type: none"> 1. a description of the activity or measure with details of its location, design and scope; 2. a description of the measures being planned with a view to avoiding, mitigating or remedying adverse effects, for example action to prevent the activity or measure leading to an infringement of an environmental quality standard referred to in chapter 5; 3. the information that is needed to establish and assess the main impact on human health, the environment and management of land, water and other resources that the activity or measure is likely to have; 4. a description of possible alternative sites and alternative designs, together with a statement of the reasons why a specific alternative was chosen and a description of the consequences if the activity or measure is not implemented; and 5. a non-technical summary of the information specified in points 1-4. <p>If the county administrative board decides pursuant to section 4 third paragraph that the activity or measure is likely to have a significant environmental impact, it may require that a report describing similar ways of achieving the same purpose be submitted in conjunction with the description of alternative designs mentioned in the first paragraph, point 4.</p> <p>In the case of activities or measures that are not likely to have a significant environmental impact, the environmental impact statement shall contain the information specified in the first paragraph to the extent necessary in view of the nature and scope of the activity or measure.</p>

Is the assessment done in practice?	Yes
Details:	Environmental impacts are assessed.
12.8. Consultation process with affected communities on potential impact of the PPP project	Yes
Relevant legal/regulatory provision (if any)	<p>Section 4 of Chapter 6 of the environmental Code (Ds 2000:61): Persons who intend to pursue an activity or take a measure for which a permit or decision concerning permissibility is required pursuant to this Code or to rules issued in pursuance thereof shall consult the county administrative board at an early stage. They shall also consult private individuals who are likely to be affected and must do so in good time and to an appropriate extent before submitting an application for a permit and preparing the environmental impact statement that is required in accordance with section 1.</p> <p>Section 11 of chapter 5 of the planning and building act of the planning and building Act (2010:900) furthermore requires: In its work to produce a programme as specified in Section 10, or a proposal for a detailed development plan, the municipality must consult with:</p> <ol style="list-style-type: none"> 2. known affected parties and known holders of tenant ownership, tenants and residents who will be affected; 3. known tenant organisations which are party to agreements of negotiation procedures for an affected real property unit or, if no negotiation procedure applies, are affiliated with a national association within whose area of activity the property unit is located; and 4. any other authorities, associations and individuals with a material interest in the proposal.
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	<p>Section 11 b. of chapter 5 of the planning and building act of the planning and building Act (2010:900): Public notice must be given by means of a posting on the municipality's notice board and by publication in a local newspaper. The public notice must specify:</p> <ol style="list-style-type: none"> 1. what area the detailed development plan is for, 2. if the proposal deviates from the comprehensive plan, 3. where the proposal is available for consultation and how long the consultation period is, 4. that anyone wishing to submit opinions must do so during the consultation period, and 5. to whom opinions on the proposal is to be submitted. <p>Section 11 c. furthermore indicates: During the consultation period the municipality must keep the planning proposal available to all who want to take part of it. The municipality must also ensure that the relevant planning material referred to in Sections 8–10 is kept available, as well as any other planning documentation that the municipality considers relevant to the assessment of the proposal.</p>

Is the assessment done in practice?	Yes
Details:	Consultation of the potentially affected communities is in practice organized.
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)?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and specify which of the assessments are included in the request for proposals and/or tender documents:	n/a
13.1. Are the assessments published online?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
specify the website	n/a
please specify which of the assessments are published online:	n/a
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):	No regulatory basis
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):	Chapter 8 article 9 of the CPA: The contracting authority or entity shall by electronic means provide free, direct, full and free access to the concession documents from the date of publication of the contract notice. The internet address where the documents are available must be entered in the ad.
and please specify the website:	National procurement publishing services and TED; https://data.europa.eu/euodp/sv/data/dataset/ted-1
15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?	No
If yes, please specify and provide a government-	n/a

supported website where the mentioned standards are available or provide an electronic copy of them:	
16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the following requirements? Obtaining the required urban permits: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
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)	No regulatory basis
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)	No regulatory basis
16.4. Obtaining the required land: 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)	No regulatory basis
16.5. Obtaining the required right of way: 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)	No regulatory basis
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.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The bid evaluation committee members require sufficient qualification without specific details.	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.	Yes
Please elaborate and provide examples:	Neither the PPA nor the CPA contain any provision regulating the qualification of the bid evaluation committee members. However, the committee will contain the required expert.
19. Does the procuring authority issue a public	Yes

procurement notice of the PPP project?	
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Section 1 of Chapter 8 of the CPA indicates: A contracting authority or entity intending to award a concession shall inform this by announcing the procurement.
19.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	The contracting authority or entity must advertise the procurement electronically to the Publications Office of the European Union. The Publications Office will then publish the advert in the Official Journal of the European Union (OJ) and Tenders Electronic Daily (TED).
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):	Section 2 of chapter 11 of the PPA indicates: In open procedures, the deadline for submitting tenders shall be at least 35 days from the date on which the procurement notice was sent for publication.
and the time in calendar days:	35
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	Yes
Default	No
Relevant legal/regulatory provision (if any)	Section 1 of Chapter 6 of the PPA indicates: In the case of public procurement, the following procurement procedures may be used under the conditions and in the manner specified in this Act: 1. Open procedure
22.2. Restricted tendering (with pre-qualification stage): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	Section 1 of Chapter 6 of the PPA indicates: In the case of public procurement, the following procurement procedures may be used under the conditions and in the manner specified in this Act: 2. Selective procedure

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	Yes
Default	No
Relevant legal/regulatory provision (if any)	<p>Section 1 of Chapter 6 of the PPA indicates: In the case of public procurement, the following procurement procedures may be used under the conditions and in the manner specified in this Act:</p> <p>5. Competitive dialogue</p> <p>Section 20 indicates: In case of competitive dialogue, all suppliers will receive a call for tenders under Chapter 10. Section 1 apply for participation by submitting the information requested by the contracting authority for the selection. The tenderers invited by the Authority may participate in the dialogue.</p> <p>It can be used if:</p> <ol style="list-style-type: none"> 1. The needs of the contracting authority can not be met without adaptation of readily available solutions, 2. The procurement includes design or innovative solutions, 3. the contract can not be awarded without prior negotiations due to particular circumstances relating to the nature, complexity or legal and economic design of the goods to be acquired or because of the risks associated with these circumstances; or 4. The contracting authority may not, with sufficient precision, draw up technical specifications with reference to a standard European technical assessment, common technical specification or technical reference. 5. if the tenders submitted in an open or selective procedure are invalid or not acceptable. <p>Sections 23 to 29 provide procedural details.</p>
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:	Innovation partnership
Available	Yes

Default	No
Relevant legal/regulatory provision (if any)	<p>Section 30 of chapter 6 of the PPA: In connection with a procedure for setting up an innovation partnership, all suppliers will receive a call for tenders under Chapter 10. Section 1 apply for participation by submitting the information requested by the contracting authority for the selection. The tenderers invited by the Authority may participate in the proceedings.</p> <p>Section 31 indicates: A contracting authority may use a procedure for setting up an innovation partnership to acquire a product, service or contract to meet needs that the contracting authority considers can not be met by solutions available on the market.</p> <p>The Innovation Partnership shall aim at development and subsequent acquisition of the goods, services or works that the Authority may require. Such acquisition requires that the goods, service or works correspond to the performance levels and maximum costs agreed by the contracting authority and the participants.</p> <p>Sections 32 to 41 provide details.</p>
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):	The standard documents prepared by the European Union require the stages of the procedure to be included in the tender documents.
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):	<p>Section 9 of the PPA indicates: a selective procedure, negotiated procedure with prior advertising, competitive dialogue and procedure for establishing an innovation partnership, the contracting authority shall at one and the same time send a written invitation to all selected candidates to submit tenders or, in the case of competitive dialogue, to participate in the dialogue. [...] An invitation must also contain 5. indication of award criteria and the weight or priority of the criteria, unless stated in another procurement document.</p> <p>Section 2 of Chapter 6 of the CPA indicates: The contracting authority or entity shall in the advertisement in accordance with Chapter 8, Section 1 describe the concession and the terms of participation. Award criteria according to Chapter 13 Section 1 shall be entered in any of the concession documents. The same applies to minimum requirements in the form of set conditions or requirements for technical, physical, functional or legal characteristics that all tenders must meet.</p>
22.10. Based on your experience, is it always the	No

case that the specified criteria are respected in practice?	
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
If no, please elaborate:	There is no practice in this regard in Sweden.
23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Section 11 of Chapter 10 of the CPA, A contracting authority or entity shall provide additional information on the concession documents at the latest six days before the specified closing date for tenders at the request of a supplier, provided that the information has been requested in good time. The information must be provided in writing to all suppliers participating in the procurement process.
23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Section 11 of Chapter 10 of the CPA, A contracting authority or entity shall provide additional information on the concession documents at the latest six days before the specified closing date for tenders at the request of a supplier, provided that the information has been requested in good time. The information must be provided in writing to all suppliers participating in the procurement process.
23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	Yes
If yes, please specify:	The procuring authority discloses the information to all bidders.
If no, please elaborate:	n/a
24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?	No
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
24.1. If yes, notwithstanding confidential information pertaining to the bidders,	n/a

does the procuring authority disclose the content and the results of the pre-bid conference to all bidders?	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	n/a
If yes, please specify:	n/a
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?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If no, please elaborate:	There are no specific requirements regarding providing a financial model with the bidder's proposal.
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):	Section 2 Chapter 13 of the Concession Law: The contracting authority or entity shall check that tenders meet the award criteria.
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 PPP contract where only one proposal is submitted.	No

Please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.	Yes
Please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
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):	Section 6 of chapter 6 of the CPA: A contracting authority or entity that has awarded a concession shall send a post-advertiser about the procurement result no later than 48 days after the concession has been awarded.
28.1. If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	There is no requirement for on-line publication but in practice it is on Tenders Electronic Daily (TED) and on the procuring authority's website.
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):	Section 12 of chapter 10 of the CPA: A contracting authority or entity shall notify the tenderers and tenderers in writing as soon as possible of the decisions taken to award a concession. The notification shall contain the name of the successful tenderer, the reasons for the decision and the period of the contract under Chapter 16, Section 1 may not be concluded (contractual barrier). A tenderer or tenderer whose application and tenders have been rejected shall be informed of the reasons for this decision.
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

<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Section 12 of chapter 10 of the CPA: A contracting authority or entity shall notify the tenderers and tenderers in writing as soon as possible of the decisions taken to award a concession. The notification shall contain the name of the successful tenderer, the reasons for the decision and the period of the contract under Chapter 16, Section 1 may not be concluded (contractual barrier). A tenderer or tenderer whose application and tenders have been rejected shall be informed of the reasons for this decision.</p>
<p>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?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Section 1 chapter 16 of the CPA: If a contracting authority or entity is obliged to send a notification of award decision pursuant to Chapter 10, Section 12, first paragraph or Chapter 15 Section 8 and the notification has been sent by electronic means, the contracting authority or entity may not enter into an agreement (contractual barrier) until 10 days have elapsed since the notification was sent. If the notification has been sent otherwise than by electronic means to any tenderer or tenderer, an agreement may not be concluded until 15 days have passed from the dispatch. If a contracting authority or entity in the notification has entered a longer contractual barrier than the prescribed minimum deadline, agreements may not be concluded until after the end of the specified period.</p>
<p>and the time in calendar days:</p>	<p>15</p>
<p>30.1. Is the standstill period set out in the notice of intention to award?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Section 12 of Chapter 12 of the PPA requires the contractual barrier to be included in the notification of the decision.</p>
<p>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?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Chapter 6 Section 8 of the PPA indicates: The contracting authority shall negotiate with the tenderers regarding improvements in their tenders. Negotiations may not apply to minimum requirements or award criteria. The contracting authority may award contracts without prior negotiation based on an original tender for it in the contract for the procurement under Chapter 10. Section 1 or in the invitation to confirm interest in Chapter 10. Section 8 has announced that it reserves that right. Further details are in Section 9: If changes are made in the procurement</p>

	<p>documents during the negotiations, the contracting authority shall inform all remaining tenderers in writing and give them reasonable time to change their tenders.</p> <p>Section 10 indicates: The negotiations may be divided into successive steps to reduce the number of tenders if specified in any of the procurement documents. The contracting authority may, after each step, select the bids that the agency will continue to negotiate. The choice shall be made using the award criteria specified in the procurement documents.</p> <p>The final number of tenders shall be so high that effective competition is achieved, provided that there is a sufficient number of tenders or suitable candidates.</p> <p>Finally, according to Section 11: When the contracting authority intends to terminate the negotiations, the Authority shall inform the tenderers who are still participating in the negotiations on this and specify a common deadline for them to submit final tenders which are not subject to negotiation.</p>
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:	There is no practice regarding negotiations.
32. Does the procuring authority publish the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP contract including all its annexes and appendixes	n/a
Publication of the full PPP contract without including all its annexes and appendixes	n/a
Publication of a summary of the PPP contract without publishing the full PPP contract	n/a
Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes	n/a
Publication of a summary of the PPP contract along with the full PPP contract without	n/a

including all its annexes and appendixes	
32.2. If yes, is it published online?	n/a
If yes, please specify the website:	n/a
32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
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)?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
41.1. If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team	n/a
Relevant legal/regulatory provisions (if any):	n/a
Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa	n/a
Relevant legal/regulatory provisions (if any):	n/a
Elaboration of a PPP implementation manual or an equivalent document	n/a
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)	n/a

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.)	n/a
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.	n/a
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are required to meet sufficient qualification without specific details.	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are not required to meet any specific qualifications.	n/a
Please elaborate and provide examples:	n/a
42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
42.1. If yes, is the PPP contract construction	n/a

performance information made available to the public?	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
42.2. If yes, is the PPP contract construction performance information made publicly available online?	n/a
If yes, please specify the website:	n/a
43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed against evaluation criteria set in the tender documents and the PPP contract	n/a
Relevant legal/regulatory provisions (if any)	n/a
The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract	n/a
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	n/a
Relevant legal/regulatory provisions (if any)	n/a
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	n/a

Relevant legal/regulatory provisions (if any)	n/a
The PPP contract performance information must be available to the public	n/a
Relevant legal/regulatory provisions (if any)	n/a
43.2. Is PPP contract performance information made publicly available online?	No
If yes, please specify the website:	n/a
44. Are foreign companies prohibited from repatriating 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>Section 13 chapter 14 of the PPP provides: A concession may be amended by a concessionaire being replaced by another supplier without a new procurement if</p> <ol style="list-style-type: none"> 1. The new supplier shall wholly or partly enter into the original concessionaire's place as a result of business restructuring, including acquisitions, mergers, acquisitions or insolvency, and 2. The fact that a new supplier enters wholly or partly in the original concessionaire's place does not entail other substantial changes to the concession. <p>A replacement of concessionaires according to the first paragraph presupposes that the new supplier shall not be excluded under Chapter 11. Section 1 or Section 2, first paragraph, and that it complies with the qualification requirements set out in the original contract under Chapter 12, Section 2 .</p> <p>A subcontractor to the concessionaire may, without a new contract, also enter into the concessionaire's place as a result of an agreement between the concessionaire, the authority or the entity and the subcontractor.</p>
45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in	No

the private partner during an initial period (e.g. construction and first five years of operation).	
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Section 13 chapter 14 of the PPA provides: A concession may be amended by a concessionaire being replaced by another supplier without a new procurement if 1. The new supplier shall wholly or partly enter into the original concessionaire's place as a result of business restructuring, including acquisitions, mergers, acquisitions or insolvency, and 2. The fact that a new supplier enters wholly or partly in the original concessionaire's place does not entail other substantial changes to the concession.
In other cases, flexibility to change the ownership structure and/or assign the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Section 8 of Chapter 14 of the CPA indicates: A concession may be changed without a new contract, if the change is made on the basis of any provision of 9 - 14 §§, which are: Changes in lesser value; Change or option clauses; Additional orders; Unforeseen circumstances; Change of concessionaire; Changes that are not essential.
46.1. If yes, is an approval from a government authority, other than the procuring authority, required?	No

If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
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.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Section 14 of Chapter 14 of the CPA indicates: A concession may be changed without a new contract even though the change is not covered by the provisions of 9 - 13 §§ , if the change is not significant. An amendment shall be considered essential if it 3. causes the scope of the concession to be significantly expanded,
A change in the risk allocation of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	No regulatory basis
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):	Section 14 of Chapter 14 of the CPA indicates: A concession may be changed without a new contract even though the change is not covered by the provisions of 9 - 13 §§, if the change is not significant. An amendment shall be considered essential if it 2. means that the economic equilibrium of the concession is changed in favor of the concessionaire.
A change in the duration of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	No regulatory basis
A change in the agreed price or tariff.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Section 14 of Chapter 14 of the CPA indicates: A concession may be changed without a new contract even though the change is not covered by the provisions of 9 - 13 §§, if the change is not significant. An amendment shall be considered essential if: An amendment shall be deemed to be material, including 1. new conditions which, had they been part of the original contract, had meant that other candidates were invited to participate, that other bids would have been included in the evaluation or additional suppliers would have participated in the tender, 2. means the economic equilibrium of the concession is changed in favor of

	<p>the concessionaire;</p> <p>3. implies that the scope of the concession is significantly expanded; or</p> <p>4. involves the replacement of the concessionaire.</p>
46.3. Can the procuring authority unilaterally modify a PPP contract?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Material Adverse government action .	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Change in the Law.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Refinancing.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Subcontracting and replacement of the subcontractors.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Procurement of subcontracts is regulated by chapter 5 of the CPA. Section 8 indicates: If a planned construction or a planned provision of services may entail the award of several concessions in the form of subcontracts, the total value of the concessions shall be taken into consideration for the purposes of section 1 . If the threshold is exceeded then each concession shall be procured

	<p>in accordance with the provisions of this law on procurement above the threshold.</p> <p>Section 7 of chapter 14 furthermore provides: A contracting authority or entity shall require that the supplier who has been awarded a contract relating to a construction contract or which relates to a service to be provided at a facility under the direct supervision of the authority or entity shall state the name and contact details of the Subcontractors employed and for subcontractors legal deputies. The information shall be provided before the supplier commences the performance of the contract.</p> <p>The authority or entity shall also require the concessionaire to notify the authority or entity of any change of name and contact details made during the term of the concession.</p> <p>Section 6 finally states: A contracting authority or entity may request a supplier to provide information about</p> <ol style="list-style-type: none"> 1. Whether and, if so, how much of the concession that the supplier can fulfill by outsourcing to someone other than the supplier, and 2. Which subcontractors the supplier intends to use to fulfill the concession in that part. <p>The authority or entity shall indicate in any of the concession documents the information that the supplier shall submit.</p>
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):	No regulatory basis
48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body	n/a
If yes, please specify:	n/a
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)	No regulatory basis

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):	<p>Section 15 of the Enforcement Code (1981:774)</p> <p>An arbitration award that is based on an arbitration agreement may be enforced, provided</p> <ol style="list-style-type: none"> 1. the arbitration agreement does not contain any reservation concerning the right of a party to institute an action against the award or, where there is such a reservation, the time for the party's action has expired without the action having been presented, and 2. the award satisfies the rules concerning writing and signature contained in Section 31, first paragraph of the Arbitration Act (1999:116). <p>As regards matters concerning remuneration for arbitrators, an arbitration award may be enforced, provided</p> <ol style="list-style-type: none"> 1. the time for the party's action against the award in that respect has expired without an action having been instituted and 2. the award satisfies the rules concerning writing and signature contained in Section 31, first paragraph of the Arbitration Act (1999:116). <p>The defendant shall always be given an opportunity to express his views before enforcement takes place.</p> <p>If enforcement of an arbitration award that is subject to such an agreement concerning the limitation of a party's right to take proceedings against the arbitration award as referred to in Section 51 of the Arbitration Act (1999:116), the provisions of that Act apply. (SFS 1999:118).</p>
International arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	<p>Section 53 of the arbitration Act (1999:116) : Unless otherwise stated in sections 54–60, a foreign award which is based on an arbitration agreement shall be recognized and enforced in Sweden. Sweden accessed the NY convention on 28 Jan 1972</p>
Investor-State arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	<p>The ICSID convention entered into force in Sweden on Jan 28, 1967</p>
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 failure to meet service obligations?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
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.	n/a
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that a direct agreement should be signed with the lenders.	n/a
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	n/a
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Other.	n/a
Please Specify:	n/a
51. Does the regulatory framework (including standard contractual clauses)	Yes

expressly establish the grounds for termination of a PPP contract?	
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Section 17 Chapter 17 of the PPA indicates: A contracting authority shall ensure that contracts and framework agreements concluded after procurement under this Act contain terms that allow the termination of the contract or the framework agreement, if</p> <ol style="list-style-type: none"> 1. there has been a change that is not permitted under 9 - 14 §§ ; 2. The supplier at the time of the decision to award the contract or to enter into the framework agreement was in one of the situations referred to in Chapter 13. Section 1 and should have been excluded from the procurement under that provision, or 3. The Court of Justice of the European Union in a proceeding under Article 258 of the Treaty on the Functioning of the European Union (TFEU) finds that, by entrusting the contracting authority with the contract or the framework agreement, Sweden has seriously breached its obligations under the Treaty concerning the European Union, Treaty or Directive 2014/24 / EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18 / EC . <p>The terms for terminating the contract or the framework agreement must be stated in any of the procurement documents.</p>
51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Unsolicited Proposals	
34. Are unsolicited proposals in Sweden: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)	No
Explicitly allowed by the legal framework?	No
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)	Yes

<p>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</p>	<p>Contributors confirm that USPs are not regulated and do not happen in practice in Sweden</p>
<p>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</p>	<p>n/a</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</p>	<p>n/a</p>
<p>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</p>	<p>n/a</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>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.</p>	<p>n/a</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</p>	<p>n/a</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</p>	<p>n/a</p>

Please elaborate and provide examples:	n/a
37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
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.	n/a
39.2 Developer's fee (reimbursing the original proponent for the project development cost).	n/a
39.3 Bid Bonus.	n/a
39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).	n/a
39.5 Other.	n/a
Please specify:	n/a
Please provide the relevant legal/regulatory provisions (if any):	n/a