

PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN URUGUAY

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:	PPPs in Uruguay are regulated by the following laws and regulations on which this analysis will be mainly based: a) Law 18.786 adopted in July 19, 2011, from now on the, "PPP Law"; b) Decree number 17/012 dated January 26, 2012, from now on "PPP Regulatory Decree"; c) Decree number 280/012 dated August 24, 2012 (modifies Decree 17/012) from hereinafter "Decree 280/012"; d) Decree number 251/015 dated September 14, 2015 hereinafter "Decree 251/015"; e) In addition, decrees for taxation benefits were issued for PPP Projects: number 43/016, 20/016, 326/015, 181/015, 75/015, 357/014, 127/013 and 045/013, plus the Guide for Recommendable Practices issued by the Ministry of Economy and Finances.
and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	http://ppp.mef.gub.uy/1200/2/areas/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?	No
Please describe:	n/a
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 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	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>According to article 3 of the PPP Law services that are to be rendered exclusively by the State and activities granted by law in monopoly in favor of the State are excluded from PPP contracts.</p> <p>According to article 47.3 of the Constitution of Uruguay potable water and sewage public service must be delivered exclusively and directly by State entities.</p>
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.	<p>No</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>n/a</p>
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	<p>No</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>n/a</p>
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	<p>Yes</p>
If yes, specify and provide the relevant legal/regulatory provisions:	<p>According to Article 3 of the PPP Law, PPPs contracts may never include a) education services when it concerns educational centers; b) health services when it concerns health: centers; c) security, sanitary and prisoner reeducation services in the case of prisons or jails; and d) services that are to be rendered exclusively by the State and activities granted by law in monopoly in favor of the State are excluded from PPP procurement.</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>Yes</p>

<p>If yes, please specify and provide the relevant legal/regulatory provision (if any):</p>	<p>According to Article 6 of the PPP Law the PPP contract may include, among other potential public commitments, tax exemptions. Article 19 of the PPP Regulatory Decree establishes that the bid documents shall include, if applicable (i.e. is not mandatory) the granting of tax benefits under the Investment Promotion Regime created by Law Nr. 16.906. In particular, Decree Nr. 045/013 provides that the Executive Power may offer tax incentives provided in the Investments Law Nr. 16.906 to PPP agreements, according to certain conditions. Under Law Nº 16.906, companies from any sector of activity that submit an investment project which is promoted by the Executive Power, may have the possibility to access to additional benefits. The benefits include the exemption of the Income Tax from Economic Activities (IRAE) for a maximum amount equal to 100% of the total amount invested. Property or net worth Tax (IP) may also be exonerated regarding fixed assets and civil works, and companies may recover the Value Added Tax (VAT) paid on materials and services for the civil works. This law also exempts from the payment of fees and taxes on the importation of fixed assets that do not compete with those of national industry. As a consequence, PPP projects receive a case by case analysis regarding tax benefits.</p>
<p>5. Please identify the PPP procuring authorities in Uruguay and provide their website(s) (if available):</p>	<p>The Public Administration in general, or each entity that represents it, can be a procuring authority, according to Article 2 of PPP Law, that says that PPP contracts are those in which the Public Administration commissions a private party, for a specific amount of time the design, construction and operation, or any of the above, besides the financing of an infrastructure. All PPP projects can be found at http://ppp.mef.gub.uy/17716/16/areas/project-portfolio.html</p>
<p>6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?</p>	<p>Yes</p>
<p>If yes, please indicate its name, and its website (if available):</p>	<p>PPP Project Unit “Unidad de Proyectos de Participación Público-Privada” created by Law No. 18.786 July 19, 2011, article 13. https://www.mef.gub.uy/583/2/areas/participacion-publico-privada---uruguay.html.</p> <p>Besides the PPP Project Unit, the National Corporation for the Development (“CND”, a private entity subject to public regulation, created by Law N 15.785), may also participate in the PPP process. Article 10 of the PPP Law provides that the Procurement Authority may hire the CND for “structuring” PPP projects (including: counseling and elaboration of previous studies, counseling in the procuring terms, bid analysis, collaborate with the Technical commission, and counseling in the elaboration of control and follow up systems). Moreover, Article 11 of the PPP Law sets forth that the Executive Power may request the CND to structure and implement PPP Projects which could afterwards be assigned to the private sector.</p>
<p>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply):</p>	<p>Yes</p>

PPP regulation and policy guidance.	
6.2 PPP capacity building for other public authorities.	Yes
6.3 PPP promotion among the public and/or private sectors in national and international forums.	Yes
6.4 Technical support in implementing PPP projects.	Yes
6.5 Identification and selection of PPP projects from the pipeline.	No
6.6 Revision of fiscal risks born by the Government.	No
6.7 Consultation with affected communities on potential impact of PPP projects.	No
6.8 Approval of PPP projects.	Yes
6.9 Undertaking the procurement of PPPs.	No
6.10 Oversight of PPP implementation.	Yes
6.11 Other	Yes
6.11 please specify:	a) Budgetary aspects, b) risk assessment, c) bankability and seeking for interaction with financial institutions, both national and international, for the structuring of the financing aspects of PPP Projects, d) assistance on taxation benefits, accountability and accounting terms and conditions of PPP Projects, e) approval of preliminary studies and contractual terms, f) contract management of economic aspects, g) recommending the hiring of external auditors for PPP Projects (recommendation to the Procuring Authorities).
Please provide the relevant legal/regulatory provisions:	Article 13 of the PPP Law and Article 9 of the PPP Regulatory Decree. Article 13 of the PPP Law creates the PPP Project Unit, as a dependence of the Ministry of Economy and Finance, and specifies its competences. Article 9 determines the National Corporation for Development's competences regarding PPP.
PPP Preparation	
8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to article 18 of PPP Law, the assessment studies and the procuring terms regulated in article 17 of the same law, shall be presented before the Planning and Budget Office and the Ministry of Finance for their consideration and evaluation, in order to issue a report about the project. The regulation to this article can be found in the PPP Regulatory Decree: Article 7: Ministry of Finance and Planning and Budget Office Pronouncement; Article 13: Prior assessment studies and their presentation to the Ministry of Finance and Planning and Budget Office Pronouncement; Article 15: When the public administration wants to implement a PPP shall communicate it to the Ministry

	<p>of Finance in order to analyze the relevance of the project, etc.; Article 3 of Decree 251/015: The ministry of Finance has 30 days to issue a report regarding the studies of the project's eligibility; Article 18: Once the procuring entity has the favorable report to the eligibility of the project by the Ministry of Finance, it has to present to the Ministry of Finance an evaluation document related to all the project's financial aspects. Article 3 of Decree 251/015: The executive branch will not process or award any PPP contract that does not have the report, at all stages, from the Ministry of Finance.</p>
<p>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>According to Article 19 of PPP Regulatory Decree, the project's procuring terms and the draft of the contract shall be presented to the Ministry of Finance for its consideration and approval, and to the Planning and Budget Office to the issue of the technical opinion. Both entities have 90 calendar days to do so. Any modification to the procuring terms and the draft of the contract shall have favorable opinion of both foresaid entities, which have 40 calendar days to do so. Article 3 of Decree 251/015: Approval of the terms of financial structuring, prior to the final award and contract signing, requires prior decision of the Ministry of Finance.</p>
<p>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>According to Article 18 of PPP Regulatory Decree, the Ministry of Finance must approve, as part of the Evaluation Documents, the consistency of future payments regarding the project with budgetary provisions. Also, according to articles 60 and 62 of PPP Law payments to the private partner should be included in the National Budget.</p>
<p>Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Article 60 of the PPP Law regulates the accounting treatment for the commitments arising from PPPs: The accounting treatment of the obligations arising from a Public-Private Participation Contract will depend on the existence of a significant transfer of commercial risks in the construction and operation phase, that is when payments by the Public Administration Depend on the availability and quality of service or demand, according to the report made in accordance with the provisions of article 18 of this law. When there is risk transfer, payments to the contractor for investment made must be included in the investment budget corresponding to the fiscal year in which the investment is to be made. Whenever the Contracting Public Administration is a National Budget Subsection, payments within the Investment Budget of Item 24 "Miscellaneous Credits" will be included and the equivalent of the investment credit of the contracting Entity will be deducted. In those cases where there is Nosignificant transfer of commercial risks in the</p>

	<p>construction and operation phase, the investment component will be considered budgetary expenditure within the corresponding Contracting Public Administration, to the extent that the investment is accrued and the deferred payments shall be considered as a liability. The National Accounts Office must identify, in an identifiable form, the registration of firm and contingent liabilities corresponding to Public-Private Participation Contracts and to report in each instance of Accountability, the estimated amount of the same in a separate form from the Public Debt, As well as the investment executed by Fiscal Year and by Budget. Additionally, article 62 of the PPP Law limits the total of direct and contingent liabilities originating from PPPs (calculated on net present value) to a 7 % of the GDP and the total amount of annual commitments arising from PPPs to a 5 % of the GDP.</p>
Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Article 87 of PPP Regulatory Decree, all procuring authorities must submit to the PPP Unit, on a yearly basis, the projected cash flow and contingent liabilities arising from all projects for consideration and evaluation.
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).	No
Please specify:	n/a
Other.	Yes
Please specify:	<p>Accounting and reporting according to local standards. According to Article 87 of PPP Regulatory Decree, all procuring authorities must submit to the PPP Unit, on a yearly basis, the projected cash flow and contingent liabilities arising from all projects for consideration and evaluation. Article 60 of the PPP Law regulates the accounting treatment for the commitments arising from PPPs: The accounting treatment of the obligations arising from a Public-Private Participation Contract will depend on the existence of a significant transfer of commercial risks in the construction and operation phase, that is when payments by the Public Administration Depend on the availability and quality of service or demand, according to the report made in accordance with the provisions of article 18 of this law. When there is risk transfer, payments to the contractor for investment made must be included in the investment budget corresponding to the fiscal year in which the investment is to be made. Whenever the Contracting Public Administration is a National Budget Subsection, payments within the Investment Budget of Item 24 "Miscellaneous Credits" will be included and the equivalent of the investment credit of the contracting Entity will be deducted. In those cases where there is</p>

	<p>Nosignificant transfer of commercial risks in the construction and operation phase, the investment component will be considered budgetary expenditure within the corresponding Contracting Public Administration, to the extent that the investment is accrued and the deferred payments shall be considered as a liability. The National Accounts Office must identify, in an identifiable form, the registration of firm and contingent liabilities corresponding to Public-Private Participation Contracts and to report in each instance of Accountability, the estimated amount of the same in a separate form from the Public Debt, As well as the investment executed by Fiscal Year and by Budget. Additionally, article 62 of the PPP Law limits the total of direct and contingent liabilities originating from PPPs (calculated on net present value) to a 7 % of the GDP and the total amount of annual commitments arising from PPPs to a 5 % of the GDP.</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>The Planning and Budget Office, which is the executive unit of the Presidency of Uruguay. One of its main functions is to advise the executive branch is the definition of economic and social strategy of the Government and the formulation of plans, programs and national and departmental policies consistent with it. Likewise, the Account Tribunal (Tribunal de cuentas, in Spanish) is an independent entity in charge of monitoring the implementation of budgets and control all the management related to the public finances.</p>
<p>and provide the relevant legal/regulatory provisions (if any):</p>	<p>According to article 18 of PPP Law, the assessment studies and the procuring terms regulated by article 17 of the same law, shall be presented before the Planning and Budget Office and the Ministry of Finance to their consideration and evaluation, in order to issue a report about the project. The regulation to this article can be found in the PPP Regulatory Decree: Article 7: Ministry of Finance and Planning and Budget Office Pronouncement; Article 13: Prior assessment studies and their presentation to the Ministry of Finance and Planning and Budget Office Pronouncement; and Article 19 of PPP Regulatory Decree, the project's procuring terms and the draft of the contract shall be presented to the Ministry of Finance to its consideration and approval, and to the Planning and Budget Office to the issue of the technical opinion. Both entities have 90 calendar days to do so. Any modification to the procuring terms and the draft of the contract shall have favorable opinion of both foresaid entities, which have 40 calendar days to do so.</p>
<p>9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP</p>	<p>Yes</p>

project before signing the PPP contract?	
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Article 19 of PPP Regulatory Decree, the project's procuring terms and the draft of the contract shall be presented to the Ministry of Finance to its consideration and approval, and to the Planning and Budget Office to the issue of the technical opinion. Both entities have 90 calendar days to do so. Any modification to the procuring terms and the draft of the contract shall have favorable opinion of both foresaid entities, which have 40 calendar days to do so. Likewise, the article 33 of the PPP Regulatory Decree indicates that the Court of Auditors (Tribunal de Cuentas) will intervene prior to the provisional awards and definitive of the expenses, being required of the latter a favorable report of Uruguay's Central Bank's Financial Analysis and Information Unit.</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>The procuring authority can use the services provided by the National Corporation for Development (CND) as well as external recognized experts for project implementation and execution. According to Article 10 of the PPP Law For the structuring of PPPs, the procuring authority may directly hire the National Corporation for Development. Likewise, it may contract for this companies with recognized experience in the matter. The selection and contracting of these companies must be carried out through the general public procurement regime, not being applicable for this the contracting mechanisms established in the PPP 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 ensure the consistency of PPPs with other public investment priorities.	<p>No</p>
If yes, please specify and provide the relevant	<p>n/a</p>

legal/regulatory provisions (if any):	
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):	This principle is guaranteed through the intervention of the Planning and Budget Office, located in the executive unit of the Presidency of Uruguay. One of its main functions is to advise the executive branch is the definition of economic and social strategy of the Government and the formulation of plans, programs and national and departmental policies consistent with it. The approval of the Planning and Budget Office is required to undertake PPPs as regulated by article 17 and 19 of the PPP Law.
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?	Yes
If yes, please specify:	In general PPP Projects are consistent with other investments priorities.
If no, please elaborate:	n/a
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)	Pursuing the PPP Law, prior to the beginning of the procurement procedure, the procuring entity shall have an evaluation document about the viability and

	<p>convenience of the project. Depending on the project, the prior evaluation could be divided in prefeasibility studies, feasibility studies and impact studies. The evaluation document shall include, among other aspects, comparative analysis with other alternatives of procurement that justify in legal, technical, economical and financial terms, the adoption of this particular way of procuring - Article 16.</p>
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	The Planning and Budget Office has on its website support material and methodologic guidelines that work as documents of reference for investment projects. The following link is a guide for the design and evaluation of investment projects. http://www.opp.gub.uy/images/guia_snip.pdf ;
Is the assessment done in practice?	Yes
Details:	According to contributors this assessment is conducted in practice when the procuring entity identifies and prepares a PPP in order to inform the decision to proceed with it.
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)	Pursuing the PPP Law, previously to the beginning of the procurement procedure, the procuring entity shall have an evaluation document about the viability and convenience of the project. Depending on the project, the prior evaluation could be divided in prefeasibility studies, feasibility studies and impact studies. The evaluation document shall include, among other aspects, comparative analysis with other alternatives of procurement that justify in legal, technical, economical and financial terms, the adoption of this particular way of procuring - Article 16. Furthermore, the PPP Regulatory Decree in its Article 18 indicates that once the procuring entity has the favorable report to the eligibility of the project by the Ministry of Finance, it has to present to the Ministry of Finance an evaluation document related to all the project's financial aspects such as: financial models; quantitative analysis that shows that the procuring style proposed allows the Nation to obtain the highest VfM; and consistency of future disbursements linked to contract with their budgetary forecasts.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	According to contributors this assessment is conducted in practice when the procuring entity identifies and prepares a PPP in order to inform the decision to proceed with it.

12.3. Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision (if any)	According to the PPP Regulatory Decree article 18, once the eligibility favorable report by the Ministry of Finance and the Planning and Budget Office's report is issued to the procuring entity, it shall present an evaluation document that could include, among other aspects, a qualitative analysis that justifies the proposed risk allocation and that the adoption of the of this type of procuring is the most convenient to the satisfaction to the public goals. If this evaluation document is not included, the Ministry of finance will be able to request it, and have 60 calendar days after its reception to issue a report about it. Likewise, the procuring entity shall elaborate the procuring general terms and the draft contract which must include, among other requirements, the conditions and mechanisms of risk allocation between the procuring entity and the contractor - Article 19 PPP Regulatory Decree.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	According to contributors this assessment is conducted in practice when the procuring entity identifies and prepares a PPP in order to inform the decision to proceed with it.
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)	Pursuing the PPP Law, previously to the beginning of the procurement procedure, the procuring entity shall have an evaluation document about the viability and convenience of the project. Depending on the project, the prior evaluation could be divided in prefeasibility studies, feasibility studies and impact studies. The evaluation document shall include, among other aspects, comparative analysis with other alternatives of procurement that justify in legal, technical, economical and financial terms, the adoption of this particular way of procuring - Article 16. Moreover, the PPP regulatory decree in its article 18, once the eligibility favorable report by the Ministry of Finance and the Planning and Budget Office's report is issued to the procuring entity, it shall present an evaluation document that could include, among other aspects, a quantitative analysis that shows that the proposed model of procurement is the that one that allows the government to obtain the greater VfM. Said analysis shall adjust to what is required by the Recommended Best Practices Guide Value for Money previously approved by the Ministry of Finance. On the side of unsolicited proposals the same PPP Regulatory Decree establishes in its article 46 that the National Corporation for Development will

	<p>technically evaluate the proposal, and within the following 30 next calendar days, will issue a report to the Procuring entity, which includes -Literal C- whether the initiative can be executed through a PPP agreement, or whether there is any other alternative procurement modality that allows a better satisfaction of the of the public goals. To these effects, it shall accompany a comparative analysis with other procurement alternatives in technical, legal, economic and financial terms, and of social and environmental impact, that justify the informed option.</p>
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	<p>The Ministry of Finance has on its website support material and methodologic guidelines that work as documents of reference for investment projects. The following link has the Value for Money Determination - Methodological Guide of the Public - Private Comparator for Public-Private Participation schemes in Uruguay</p> <p>http://ppp.mef.gub.uy/innovaportal/file/10000/7/guia_valor_dinero.pdf</p>
Is the assessment done in practice?	Yes
Details:	According to contributors this assessment is conducted in practice when the procuring entity identifies and prepares a PPP in order to inform the decision to proceed with it.
12.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision (if any)	<p>Pursuing the PPP Law, previously to the beginning of the procurement procedure, the procuring entity shall have an evaluation document about the viability and convenience of the project. Depending on the project, the prior evaluation could be divided in prefeasibility studies, feasibility studies and impact studies. the evaluation document shall include, among other aspects, comparative analysis with other alternatives of procurement that justify in legal, technical, economical and financial terms, the adoption of this particular way of procuring - Article 16. Article 1 of Decree 251/015: PPP Projects Unit has the task to get in touch with the financial sector to facilitate financial structuring of PPP projects.</p>
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	According to contributors this assessment is conducted in practice when the procuring entity identifies and prepares a PPP in order to inform the decision to proceed with it.
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:	According to contributors this assessment is conducted in practice when the procuring entity identifies and prepares a PPP in order to inform the decision to proceed with it.
12.7. Environmental impact assessment	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:	This assessment is conducted in practice when the procuring entity identifies and prepares a PPP in order to inform the decision to proceed with it.
12.8. Consultation process with affected communities on potential impact of the PPP 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:	This assessment is conducted in practice when the procuring entity identifies and prepares a PPP in order to inform the decision to proceed with it.
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?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 4 of the PPP Law requires that all actions carried out within the framework of PPP projects, with the limitations established in each case by the current regulations, shall be public and subject to control mechanisms.
specify the website	http://ppp.mef.gub.uy/17716/16/areas/project-portfolio.html
please specify which of the assessments are published online:	All relevant evaluation documents are available online including prefeasibility studies, feasibility studies and impact studies, as well as a relation of the administrative process of the project
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):	Article 19 of the PPP Regulatory Decree indicates that the procuring entity shall elaborate the draft contract along with the bidding terms. This article also enumerates the requirements that must be contained in it.
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 21 of the PPP Decree requires the publication of the tender notice. Article 50 of the Decree No. 150/012 requires more in general the publication of the information corresponding to the tender procedures undertaken by any procuring authority.
and please specify the website:	http://ppp.mef.gub.uy/17716/16/areas/project-portfolio.html
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-supported website where the mentioned standards are available or provide an electronic copy of them:	n/a
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	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)	No regulatory basis
16.2. Obtaining the required environmental permits: 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)	No regulatory basis
16.3. Obtaining the required operational permits: 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)	No regulatory basis
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)	No regulatory basis
16.5. Obtaining the required right of way: 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)	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.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 8 of the PPP Law establishes that for each PPP project the procuring authority Public Administration shall designate a Technical Commission to advise on all the stages of the procurement procedure. The Technical Commission will be composed of a minimum of three and a maximum of five members, two of them, at least, officials of the procuring authority. Its members must be suitably qualified in areas related to the object of the procurement process and at least one, which may, must possess a recognized technical expertise on the subject matter of the contract. Articles 2 and 3 of PPP Regulatory Decree further regulates the membership of the Technical Commission.
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.	n/a
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 legal/regulatory provisions (if any):	According to Articles 15 and 21 of the PPP Regulatory Decree, when the procuring entity intends to implement a public initiative under the PPP modality, it shall communicate it to the ministry of finance and that communication shall be published on the Ministry of Finance's website, and shall be submitted to the Projects Registry; and the public call for submission of bids will be published on the state procurement website without prejudice to other means deemed appropriate to ensure the publicity of the act. The

	publication must be made at least ninety calendar days prior to the date on which tenders should be submitted, respectively.
19.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	https://www.comprasestatales.gub.uy ; http://ppp.mef.gub.uy
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):	Article 21 of Decree No. 17/012: The public call for submission of bids will be published on the state procurement website without prejudice to other means deemed appropriate to ensure the publicity of the act. The publication must be made at least ninety calendar days prior to the date on which tenders should be submitted, respectively.
and the time in calendar days:	90
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)	According to article 19 of the PPP Law the procuring authority may use any competitive method, including bidding, auction, or any other that is not contrary to the general principles accepted in the current legislation
22.2. Restricted tendering (with pre-qualification stage): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	According to article 19 of the PPP Law the procuring authority may use any competitive method, including bidding, auction, or any other that is not contrary to the general principles accepted in the current legislation
22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	According to article 19 of the PPP Law the procuring authority may use any competitive method, including bidding, auction, or any other that is not contrary to the general principles accepted in the current legislation

22.4. Competitive dialogue: Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	According to article 19 of the PPP Law the procuring authority may use any competitive method, including bidding, auction, or any other that is not contrary to the general principles accepted in the current legislation. Also article 20 of the PPP Law and article 54 and following of the PPP Regulatory Decree specifically regulate the Competitive Dialogue procedure.
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:	n/a
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 19 of Decree No. 17/012 establishes the elements that must be contained in the tender document, among which is a description of the competitive process to be employed.
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):	In general, Article 19 d) of the PPP Decree establishes that the tender documents must contain indication of the main factors to be considered to evaluate the offers, specifying the qualification and award criteria. This requirement is also expressly provided particularly in relation with Competitive Dialogue by article 55 of the PPP Regulatory Decree
22.10. Based on your experience, is it always the	Yes

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:	n/a
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 Sections 21 of the PPP Law and 21 of the Decree, bidders may submit requests for clarifications upon the opening of the bids. Moreover, bidders are entitled to present administrative enquiries requesting clarifications at all stages, based on Sections 30 and 318 of the Uruguayan Constitution.
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):	No regulatory basis
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:	All respondents confirm that this disclosure of information happens in practice.
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, does the procuring authority disclose the content and the results of the pre-bid conference to all bidders?	n/a

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?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 34 of the PPP Regulatory Decree requires the presentation of a final Financial-Economical Plan prior to signing the contract by the provisional awardee
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):	Article 28 of the PPP Regulatory Decree provides that the offers must be evaluated in accordance with the terms established in the tender documents or terms of reference elaborated by the procuring entity.
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	No

conditions outlined in the tender documents.	
Please provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority does not award a PPP contract if only one proposal is submitted.	No
Please provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework does not include any provisions.	Yes
28. Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Pursuant to section 23 of the PPP Law, the final result of the tender must be registered in the Project Registry administered by the PPP Unit. Also, according to article 32 of the PPP Regulatory Decree the provisional award resolution must be notified to all bidders and to the Court of Auditors. Finally, in practice, all acts related with the PPP procurement process are published in the government procurement electronic portal.
28.1. If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	www.comprasestatales.gub.uy
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):	According to the article 23 of the PPP Law, the definitive award will be notified to all the bidders. According to article 32 of the PPP Regulatory Decree the provisional award resolution will be similarly notified to all bidders.
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 32 of the PPP Regulatory Decree establishes that in the provisional award resolution, the PPP will be awarded to the most convenient offer according the interests of the procuring entity and necessities of the service, giving express constancy of the fundamentals for which said that resolution is adopted.
30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in	Yes

order to allow unsuccessful bidders to challenge the award decision?	
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
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?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to article 49 of the PPP Law modifications are only possible after the signature of the PPP contract
31.1. Based on your experience, is it always the case that this restriction is respected in practice?	Yes
If yes, please specify:	The general rule is that Procuring Authorities may not change the conditions under which an award is made since it would imply a non equal treatment among the bidders (prohibited by Article 149 b) of the “Texto Ordenado de Contabilidad y Administración Financiera”, Decree 150/012). However, Procuring Authorities tend to listen to reasonable requests made by the bidders and the financing entities which do not imply a material alteration of the tender documents.
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):	No regulatory basis
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	No

Publication of the full PPP contract without including all its annexes and appendixes	Yes
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://ppp.mef.gub.uy/14/2/areas/iniciativas-publicas.html
32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?	No
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)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to the article 85 of the PPP Regulatory Decree, the procuring Authority may perform the control and monitoring itself or through third parties- hiring them according to TOCAF- or hiring Corporation National Development as trustee. In the terms of references, the Procuring Authority must define which is the contract control scheme that will be used, and it will established as part of the offer to present the cost associated with this control.
41.1. If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team	Yes

Relevant legal/regulatory provisions (if any):	Article 67 and 68 of the PPP Regulatory Decree establish the possibility of establishing an external auditor for the oversight and evaluation of the PPP contract implementation. The PPP unit may recommend the procuring authority to use this external auditors.
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	Yes
Relevant legal/regulatory provisions (if any):	According to Article 66 of PPP Regulatory Decree the Contracting Administration must perform bi-yearly reports regarding contract status to be submitted to the PPP Unit. These must be prepared in accordance with the Guidelines for Control and Monitoring Reports by the Ministry of Finance.
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
The PPP contract management team members	No

are required to meet sufficient qualification without specific details.	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are not required to meet any specific qualifications.	Yes
Please elaborate and provide examples:	According to articles 39 - 41 of the PPP Law, the Procuring Authority shall perform the control of the contract. However, there are no specific qualifications required for the team members.
42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
42.1. If yes, is the PPP contract construction performance information made available to the public?	No
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?	No
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?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	PPP Regulatory Decree articles 66 to 68. The Ministry of Finance issued Guidelines for the presentation of Control and Monitoring Reports. It can be found in this link http://ppp.mef.gub.uy/innovaportal/file/10000/7/2015-05-14-guia-de-control-y-seguimiento.pdf
43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed	Yes

against evaluation criteria set in the tender documents and the PPP contract	
Relevant legal/regulatory provisions (if any)	No regulatory basis
The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract	Yes
Relevant legal/regulatory provisions (if any)	No regulatory basis
The private partner must provide the procuring or contract management authority with periodic operational and financial data	Yes
Relevant legal/regulatory provisions (if any)	According to article 41 of the PPP Law the private partner is required to provide the procuring entity with all information requested in order to facilitate the monitor and evaluation of the performance
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	Yes
Relevant legal/regulatory provisions (if any)	According to article 39 of the PPP Law, the Contracting Administration shall monitor the compliance with the contract, informing the PPP Project Unit by-yearly. It shall also inform the Unit any substantial change or breach within ten working days of the verification of such change or breach. The PPP Unit may request the Contracting Authority at any time any information or documentation concerning the enforcement of contracts, as well as recommend hiring specific external audits to help ensure proper monitoring of contracts.
The PPP contract performance information must be available to the public	No
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):	According to the Article 76 of the PPP Regulatory Decree, the contractor shall request the Procurement Authority express prior authorization to transfer all or part of the contract of public-private participation. This article establishes the procedure to do so.
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).	No
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):	According to Article 76 of the PPP Law: “The contractor shall request the Procurement Authority express prior authorization to transfer all or part of the contract of public-private participation. The application should be addressed to the contracting Public Administration and shall include, among others: the terms and conditions that will proceed to the assignment of the contract; precise delimitation of the scope of the assignment and object on which rests; a report endorsing the technical, economic and financial qualities of the transferee for the proper performance of the contract... “
In other cases, flexibility to change the ownership structure and/or assign the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard	According to the Article 76 of the PPP Regulatory Decree, the contractor shall request the Procurement Authority express prior authorization to transfer all

contractual provisions (if any):	or part of the contract of public-private participation. It does not establish a specific period of time or term during the project in which the change can be done.
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):	The PPP Law has a chapter specifically dedicated to the Modification and Cession of the Contract. It is Chapter X, from Article 47 to Article 50. They indicate, among other aspects, that the PPP contract can include a faculty to the Administration to modify the contract; that the PPP contract may establish conditions, that once met, the parties may agree on their revision. Article 49 also establishes certain circumstances in which the contract can be renegotiated by request of one of the parties. Likewise, the article 73 of the PPP Regulatory Decree establishes the procedure to follow for the renegotiation of the contracts.
46.1. If yes, is an approval from a government authority, other than the procuring authority, required?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Article 47 of the PPP Law and Article 71 to 73 of the PPP Decree any contract modification requires approval by the Ministry of Finance and the Planning and Budget Office
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):	Article 47 of the PPP Law regulates the possibility of including in the contract the right of the procuring authority to require modifications of the contract, but limits this to a 20 % of the original budget. Article 48 regulates the possibility of agreeing to review the contract, but limits this to a 50 % of the total budget (and up to just 30 % in the construction stage).
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	According to Article 48 of the PPP Law a change in the economic and financial balance allows any party to request a renegotiation. Article 49 A) of the PPP

legal/regulatory/standard contractual provisions (if any):	Law expressly refers to the right to request a renegotiation of the PPP Contract when changes imposed by the Procuring Authority alter or modify the financial/economic equation of the Contract. Moreover Article 49 B) confers the same right when the alteration in the financial/economic equation is caused by force majeure.
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.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
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):	Article 47 of the PPP Law regulates the possibility of including in the PPP Contract the right of the Procuring Authority to unilaterally modify the PPP Contract, but limits this to a 20 % of the original budget.
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	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 49 of the PPP Law indicates that the parties may request to renegotiate the PPP Contract when any of the 3 hypothesis thereby established occurs, one of them is the Literal B of the Article, and it says: When causes of Force Majeure not foreseen at the moment of the celebration of the contract determine in direct manner the substantial rupture of the economic-financial equation of the contract at the moment of its celebration.
Material Adverse government action .	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 49 of the PPP Law indicates that the parties may request to renegotiate the PPP Contract when any of the 3 hypothesis thereby established occurs. One of them is the Literal A of the Article, and it says: When the Procuring Entity changes, for reasons of public interest, the parameters of costs and benefits expected when hiring, and all the following conditions are met: 1) the modification occurs after signing the contract and it has not been reasonably foreseen by the contractor at the time of its conclusion; 2) That the modification significantly alters the resulting economic and financial equation

	of the contract at the time of its conclusion; and 3) The amendment is relevant specifically in the scope of contract, and it is not produced by measures that seek an economic and financial effect of general scope.
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):	Article 50 of the PPP Law and Article 75 of the PPP Decree states that the PPP Contractor may enter into subcontracts except when the PPP Contract or the bid documents expressly prevent them from doing it.
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 54 of the PPP Law establishes that for the settlement of disputes arising in connection with the application, interpretation , execution, performance and termination of PPP contracts, the parties shall recourse to arbitration. The arbitrators shall be appointed by mutual agreement by the parties, or in its defect, in accordance with the provisions of Article 480 of the General Code of Procedure and must rule according to law. The award of the Arbitral Tribunal shall be final.
48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body	No
If yes, please specify:	n/a
Local courts	No
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)	Article 54 of the PPP Law establishes that for the settlement of disputes arising in connection with the application, interpretation, execution, performance and termination of PPP contracts, the parties shall recourse to arbitration. The arbitrators shall be appointed by mutual agreement by the parties, or in its defect, in accordance with the provisions of Article 480 of the Uruguayan General Code of Procedure and must rule according to law. The award of the Arbitral Tribunal shall be final. According to our contributors article 54 of the PPP Law allows for an International Arbitration. This also covers the possibility of Investor-State Dispute Settlement (ISDS) provided that the requirements established in the bilateral investment treaties and other applicable regulations are met
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 472 of the General Code of Procedure acknowledges and accepts arbitral resolutions of the arbitrators appointed by the parties, with Norestrictions except when the law expressly restrict them.
International arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	Uruguay is a party of the New York Convention and the Washington Convention, therefore, foreign awards are enforced in accordance with Sections IV and V of the New York Convention.
Investor-State arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	Uruguay is a party of the New York Convention and the Washington Convention, therefore, foreign awards are enforced in accordance with Sections IV and V of the New York Convention. Uruguay 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	Yes

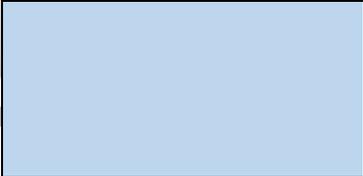
<p>the private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?</p>	
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Article 80 of the PPP Law establishes the Guarantees to give by the Contractor. It says that the contractor of a PPP Project may constitute, in benefit of its creditors under the execution that contract, all kinds of personal or real guarantees. Upon celebration of the respective contract, the contractor may also assume the obligation to transfer the PPP contract in favor of the project's creditors for the purpose of that such creditors assume the fulfillment of the contract by transfer thereof to a third party. The contract will define the risk of default assumptions that will entitle the creditor to enforce the obligation to transfer the contract by the contractor. In any case in which the transfer of the contract operates, it must be provided to the express prior authorization of the Procuring Authority, which must verify that the proposed gathers all the requirements and conditions necessary to continue to fulfill the contract. Upon conclusion of the transfer, the assignee shall be subrogated in all rights and obligations of the assignor.</p>
<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>	<p>Yes</p>
<p>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Article 80 of the PPP Law establishes the Guarantees to give by the Contractor. It says that the contractor of a PPP Project may constitute, in benefit of its creditors under the execution that contract, all kinds of personal or real guarantees. Upon celebration of the respective contract, the contractor may also assume the obligation to transfer the PPP contract in favor of the project's creditors for the purpose of that such creditors assume the fulfillment of the contract by transfer thereof to a third party. The contract will define the risk of default assumptions that will entitle the creditor to enforce the obligation to transfer the contract by the contractor. In any case in which the transfer of the contract operates, it must be provided to the express prior authorization of the Procuring Authority, which must verify that the proposed gathers all the requirements and conditions necessary to continue to fulfill the contract. Upon conclusion of the transfer, the assignee shall be subrogated in all rights and obligations of the assignor.</p>
<p>The regulatory framework prescribes that a direct agreement should be signed with the lenders.</p>	<p>No</p>
<p>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>

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.	No
Please Specify:	n/a
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):	<p>The PPP Law, in its article 51, establish several causes for which the contract can be terminated. Those are: A) Compliance with the contract in accordance with the terms thereof and to the satisfaction of the Procuring Authority of the entire service. B) Expiration of the term or their extensions. C) Unilateral and anticipatory termination for breach of contract by the contractor. D) Rescue provided by the Procuring Entity, for reasons of public interest, in the terms provided in the regulations and the respective contract. E) Impossibility of performance as a result of measures taken by the State. F) Impossibility of performance of the contract as a result of a bankruptcy proceeding regarding the contractor. G) Occurrence of any cause that disables the contractor of effectively compliance of his obligations. H) Impossibility of performance by the contractor as a result of the existence of force majeure. If the fortuitous event or force majeure event would affect only the fulfillment of certain obligations of the contract, or those linked to part of the committed investment, and to the extent that the other obligations of the contract are subject to separate compliance, the parties they should agree, in accordance with the bases defined in the terms of reference, on adjustment of the legal, technical and economic terms of the contract, to bring it into compliance with the remaining obligations. I) Mutual agreement between the Procuring Entity and the contractor. J) In the other cases expressly provided in the contract.</p> <p>Article 51 of the PPP law</p>
51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>The PPP Law establishes certain situations, but it does not exhaust all the possibilities. The one that it refers to are: Article 52 (Intervention by the Procuring Authority.) If the unilateral and early termination of the PPP contract was available for breach of the Contractor, or if it happened the abandonment of the project by the contractor, the Procuring Authority may</p>

	<p>take over, for as long as necessary, the construction or operation of the facility in order to ensure the efficient, effective and uninterrupted service delivery. To this end, the Procuring Authority shall appoint an auditor “Interventor” who will have the necessary powers to ensure the compliance of the object of the contract. The Interventor will respond civil, criminal and administratively for the acts or willful or negligent omissions incurred in the performance of their duties. The intervention may not be extended for more than a twenty four months term. During that time, the Administration shall decide on the continuation or cessation of activities under the contract; and in the first case, proceeding to a new award under Articles 19 and following of this law or by public auction provided in Article 58, or possibly assuming itself such activities by its own means and by lawful expropriations, if they were pertinent. Likewise, Article 53 (Early Termination of the contract) says that in order to give the necessary time horizon for new investments and make a proper maintenance and in order to ensure the continuity of quality service delivery, the contractor and the Procuring authority may agree to conduct a new public tender within a period not exceeding five years prior to the termination of the contract. The process shall comply with the formal, substantive and procedural requirements contained in this Law as applicable and in accordance with established regulations. If the contractor is not awarded in the new tender, the contract shall terminate and be compensated for the remaining term, in the terms determined by regulation and contract.</p>
Unsolicited Proposals	
34. Are unsolicited proposals in Uruguay: (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	The PPP law in its Chapter VII (articles 34 to 38) establishes the general regulation for unsolicited proposals, further detailed in Chapter V of the PPP Regulatory Decree (article 42 to 53).
35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)	Yes
If yes, please specify and provide the relevant	Article 36 of PPP Law stipulates that the proponent shall present to the Development National Corporation (“Corporación Nacional para el

legal/regulatory provisions (if any)	Desarrollo”) the pre-feasibility study of the project. This submission shall be in accordance with the requirement expressed on Articles 43 to 46 of PPP Regulatory Decree
35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Article 36 of the PPP Law, the proponent of the private initiative shall provide along with the initiate request a pre-feasibility study of the project. This submission shall be in accordance with the requirement expressed by the procuring authority. Based on this submission, pursuant to article 36 of the PPP Law and article 48 of the PPP Regulatory Decree, the procuring authority may accept, modify or reject the unsolicited proposal
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	Yes

with the unsolicited proposal?	
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Article 36 of the PPP Law and Article 51 of the PPP Regulatory Decree, once the Procuring Entity has received the Budget and Planning Office and Ministry of Finance Report, it can continue the unsolicited proposal procedure with a public request for proposals.
38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The PPP Regulatory Decree indicates in its article 56 that the public request for proposals will be published on the public procurement website notwithstanding other convenient means to ensure the publicity of the act. The publication shall be made not less than 30 days prior to the date in which the proposals to participate must be submitted in the competitive dialogue or with not less than 45 days when it is deemed necessary or convenient the concurrence of proponents residing abroad.
and the time in calendar days:	45
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):	The PPP Law in its article 37 establishes the unsolicited proponent rights. The unsolicited proponent shall enjoy the following rights and preferences: A) Obtain, once the final award of the contract has been made, the reimbursement of costs associated with the completion of the feasibility study, in case the project is not awarded to him. Such costs shall be borne by the successful bidder, which should be reported in the respective public call. B) Get a bonus of up to 10% (ten percent) on the valuation made of its offer respect to the best offer. Likewise, the unsolicited proponent will not pay the



corresponding specifications or descriptive documents. In the event that for any reason the unsolicited proponent does not perform feasibility studies within the time limits established by the regulations, the Public Administration may perform them by itself or hire them accordance with procurement procedures appropriate, losing that any right to compensation or any benefit.