



BENCHMARKING INFRASTRUCTURE DEVELOPMENT 2020 IN FRANCE - PPP

SURVEY QUESTION	ANALYSIS
Regulatory and Institutional Framework for PPPs	
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>In France, two categories of contracts are considered as PPPs according to the definition of the World Bank: concessions and partnership contracts. Each type of contract falls within its own legal regime, which has evolved substantially in 2015 and 2016 with the introduction of the Public Procurement and Concession Directives (2014/23, 2014/24 and 2014/25 relating to Public Concessions and Public Procurement). These laws and regulations are now all bundled up in the Public Acquisition Code which came into in force on the 1st April 2019. The code codifies all the legislation on public acquisition including traditional TPI contracts, PPPs and concession and will therefore be, hereinafter referred as the public Acquisition Code.</p> <p>The partnership contracts (defined as a contract which allows an economic operator to be entrusted with a mission for the design, construction, renovation, financing and maintenance of a structure or of equipment, with, where appropriate, real estate valuation missions) object of this study fall within the scope of both domestic and European law and are now considered to be part of the public procurement contracts family.</p> <p>The framework for PPPs is mainly constituted at the level of European Union law by :</p> <ul style="list-style-type: none"> - 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 - Directive 2014/25/EU of the European Parliament and of the Council of 26 February 2014 on procurement by entities operating in the water, energy, transport and postal sectors and repealing Directive 2004/17/EC - Directive 2014/23/EU of the European Parliament and of the Council of 26 February 2014 on the award of concession contracts. <p>At the level of domestic law:</p> <ul style="list-style-type: none"> - The Public Acquisition Code in force since 1 April 2019 (Hereinafter the public Acquisition Code). The code codifies all the legislation on public acquisition including the main PPP Ordinance No. 2015-899 of 23 July 2015 and its implementing decree, Decree No. 2016-360 of 25 March 2016 - The Decree No. 2016-522 of the 27 April 2016 (Hereinafter the PPP Unit) for the organization in charge of PPPs, which has seen its evaluation missions on PPPs extended to local and regional authorities and its field of intervention also (advice and expertise on voluntary referral of public persons for concessions). <p>Beside the main regulations two regulations are important to mention:</p> <ul style="list-style-type: none"> -The Order of 22 March 2019 on the minimum requirements of the electronic means of communication used in public procurement is an important piece of the legal framework since it determines the functionalities and minimum requirements for buyer profiles

	<p>which is the dematerialisation platform allowing buyers to make the consultation documents available to economic operators electronically and to receive electronically the documents sent by candidates and tenderers. This is a cornerstone in the dematerialisation procurement in France. It completes the Decree of 14 April 2017 on essential data in public procurement.</p> <p>The analysis of PPPs in France shall be based on the aforementioned regulations.</p>
<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>	<p>https://www.legifrance.gouv.fr</p>
<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 or after June 2017 but BEFORE June 1, 2019?</p>	<p>Yes</p>
<p>Please describe:</p>	<p>Adoption of the Code of Public Acquisition Code which replaces Ordinance No 2018-1074 of 26 November 2018 on the legislative part of the Public Acquisition Code (published in the Journal officiel de la République française of 5 December 2018) and Decree No. 2018-1075 of 3 December 2018 on the regulatory part of the Public Acquisition Code (published in the Journal officiel de la République française of 5 December 2018). Entry into force: April 1, 2019.</p> <p>The Public Procurement Code essentially consists of a codification under constant law (texts and case law), subject to amendments made necessary to ensure respect for the hierarchy of norms and the editorial consistency of the texts thus collected, harmonize the state of the law, remedy any errors or shortcomings in codification and repeal provisions, codified or not, that have become irrelevant.</p> <p>Order of 22 March 2019 on the minimum requirements of the electronic means of communication used in public procurement.</p>
<p>Are ongoing and/or are planned to be adopted AFTER June 1, 2019?</p>	<p>No</p>
<p>Please describe:</p>	<p>n/a</p>

2.2. For which of the following sectors is the above-mentioned regulatory framework applicable?: Transportation	<p>Yes</p>
please provide the relevant legal/regulatory provisions:	<p>Article L 1212-3 of the Public Acquisition Code provides for acquisition contracts in the field of energy (gas, heat, electricity, etc.), water, transport and postal services by the network providers.</p>
Water Supply, Sewerage, Solid Waste Management and irrigation.	<p>Yes</p>
please provide the relevant legal/regulatory provisions:	<p>Article L 1212-3 of the Public Acquisition Code provides for acquisition contracts in the field of energy (gas, heat, electricity, etc.), water, transport and postal services by the network providers.</p>
Energy generation/transmission and distribution.	<p>Yes</p>
please provide the relevant legal/regulatory provisions:	<p>Article L 1212-3 of the Public Acquisition Code provides for acquisition contracts in the field of energy (gas, heat, electricity, etc.), water, transport and postal services by the network providers.</p>
ICT	<p>Yes</p>
please provide the relevant legal/regulatory provisions:	<p>In France, the Public Acquisition Code gives a broad definition of procuring authorities which encompasses the State, local authorities, other public bodies and entities, certain public-owned companies as well as private companies which are under the control/influence of public entities. Procuring entities can be groups of procuring and private entities (article L.3112-1 of the Public Procurement Code).</p> <p>The Public Acquisition Code use the generic word “ buyers” for Public Procuring authorities and other Procuring entities subject to its regulation and which enter into a Public Procurement contract.</p> <p>Pursuant to article L 1211-1 the contracting authorities are:</p> <p>1° Legal persons governed by public law;</p> <p>2° Legal persons governed by private law which have been created specifically to satisfy needs of general interest having a non-industrial or commercial character, including:</p> <p>(a) Either the activity is financed mainly by a contracting authority;</p> <p>(b) Either the management is subject to control by a contracting authority;</p> <p>(c) Either the administrative, management or supervisory body is composed of members, more than half of whom are appointed by a contracting authority;</p> <p>3° Private law bodies with legal personality set up by contracting authorities to carry out certain activities jointly.</p>

	<p>Pursuant to article : 1212-1 the contracting entities are:</p> <p>1° Contracting authorities which carry out one of the activities of network operator defined in Articles L. 1212-3 and L. 1212-4;</p> <p>2° When they are not contracting authorities, public undertakings which carry out one of the activities of network operator defined in Articles L. 1212-3 and L. 1212-4;</p> <p>3° Where they are not contracting authorities or public undertakings, private law bodies which benefit, by virtue of a provision legally adopted, from special or exclusive rights having the effect of reserving for them the exercise of these activities and substantially affecting the ability of other economic operators to exercise it.</p> <p>Exclusivity rights granted following a procedure to ensure that objective, proportional and non-discriminatory criteria are taken into account shall not be considered as special or exclusive rights.</p> <p>Regarding specifically PPPs, Article L2211-1 of the Public Acquisition Contracts adds: any buyer is authorised to conclude a partnership contract, with the exception of the buyers mentioned in the second paragraph. For the purposes of this Code, unauthorised buyers are bodies, other than the State, entities falling within the category of central public administrations (the list of which is established by the order referred to in Article I of Article 12 of the Law of 28 December 2010 on the programming of public finances for the years 2011 to 2014), as well as public health establishments and health cooperation structures with public legal personality.</p>
Social Infrastructure	Yes
please provide the relevant legal/regulatory provisions:	<p>Article L2211-1 restricts the use of PPP for Hospitals in providing: Any buyer is authorised to conclude a partnership contract, with the exception of the buyers mentioned in the second paragraph. For the purposes of this Code, unauthorised buyers are bodies, other than the State, falling within the category of central public administrations, the list of which is established by the order referred to in Article I of Article 12 of the Law of 28 December 2010 on the programming of public finances for the years 2011 to 2014, as well as public health establishments and health cooperation structures with public legal personality.</p>
Other	No
please provide the relevant legal/regulatory provisions:	n/a
3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibits	No

or restricts PPPs in any of the following sectors?: Transportation	
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.2 Water Supply, Sewerage, Solid Waste Management and irrigation	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.3 Energy generation, transmission and distribution	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.4. ICT	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.5. Social infrastructure, including hospitals, education, prisons, housing, etc.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Beside the general restriction established by Article L. 2211-5 of the Public Acquisition Code (public entities may only use the partnership contracts if the value of this contract exceeds the thresholds set by regulation, depending on the nature and purpose of the contract, the technical and financial capacities of the procuring authority and the intensity of the risk incurred), the Public Acquisition Code also restricts the use of PPP in the field of Health infrastructure. According to Article L2211-1 of the Public Acquisition Code, any contracting authority is authorised to conclude a partnership contract, with the exception of the ones mentioned in the second paragraph. For the purposes of this Code, unauthorised authorities are bodies, other than the State, falling within the category of central public administrations, the list of which is established by the order referred to in Article I of Article 12 of the Law of 28 December 2010 on the programming of public

	finances for the years 2011 to 2014, as well as public health establishments and health cooperation structures with public legal personality.
3.6. Other.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Beside the specific field restrictions, a general restriction is established by Article L. 2211-5 of the Public Acquisition Code : public entities may only use the partnership contracts if the value of this contract exceeds the thresholds set by regulation, depending on the nature and purpose of the contract, the technical and financial capacities of the procuring authority and the intensity of the risk incurred. Article R.2211-1 (2) of the Public Procurement Code puts a threshold of 5 million euros excluding tax when the main object of the partnership contract relates to: (a) Network infrastructure works, in particular in the field of energy, transport, urban planning and sanitation.
4. Please identify the PPP procuring authorities in France and provide their website(s) (if available):	According to Article L2211-1 of the Public Acquisition Code : any “public buyers” [the State, local authorities, other public bodies and entities, certain public-owned companies] is authorised to conclude a partnership contract, with the exception of the central public administrations and public health establishments and health cooperation structures with public legal personality. The procuring authorities for PPPs are therefore: The State and its operators and the local authorities and their operators. For purposes of the case study assumption, the relevant procuring authority would be the Ministry of Ecological and Solidarity Transition which is in charge of transport.
5. Is there a specialized government entity(ies) that facilitates the PPP program (PPP Unit)?	Yes
If yes, please indicate its name(s), and its website(s) (if available):	FIN INFRA (Mission d’appui aux FINancement des INFRAstructures. Website link: http://www.economie.gouv.fr/fininfra)
the year of establishment:	2017
and the relevant legal/regulatory basis:	Decree No. 2016-522 of 27 April 2016 on the mission to support the financing of infrastructure
If yes, what are the main responsibilities of the agency(ies) (check all that apply): PPP regulation and policy guidance.	Yes
PPP capacity building for other public authorities.	Yes
PPP promotion among the public	Yes

and/or private sectors in national and international forums.	
Technical support in implementing PPP projects.	Yes
Identification and selection of PPP projects from the pipeline.	Yes
Revision of fiscal risks borne by the Government.	No
Consultation with affected communities on potential impact of PPP projects.	No
Approval of PPP projects.	No
Undertaking the procurement of PPPs.	No
Oversight of PPP implementation.	Yes
Post-project appraisal and audit	No
Other:	No
Please specify:	No comments
Please provide the relevant legal/regulatory provisions:	<p>Pursuant to Art. 2 of the PPP Unit Decree (Decree No. 2016-522 dated 27 April 2016 relating to the mission of support the financing of infrastructure)</p> <p>The support mission, also known as an expert body, is intended to:</p> <ul style="list-style-type: none"> - Encourage the financing of infrastructure. As such, it participates in the development of a pipeline of infrastructure projects, develops expertise on balanced risk and return profiles by asset class, promotes the establishment of a legal and regulatory framework favourable to investment and the establishment of contractual standards; - Contribute to optimizing the value and overall cost of investment operations, in particular by providing upstream expertise on the legal and financial structuring of projects and the optimal method of implementation from an economic point of view; - Contribute to identifying and controlling the financial and budgetary risks associated with investment projects, in particular with the Budget Department in charge of the study of budgetary sustainability for the projects submitted to it, by reviewing the contracts associated with investment projects. <p>In addition, the mission supports the State's international cooperation activities in its fields of competence.</p> <p>It carries out its activities in conjunction with the relevant departments of the Ministries of Economic and Financial Affairs and with the Ministries responsible for the project.</p> <p>The support mission intervenes, as an expert body, in a transversal way, in particular in the following areas:</p>

	<ul style="list-style-type: none"> - development of the employment doctrine of partnership contracts, - standardization of partnership contracts, updating of the standard clause; - overhaul of the methodology for the prior evaluation of implementation methods; - training and information actions for public project leaders; - proposals to the Minister in charge of the economy, as necessary, on any changes to the texts that he deems necessary. <p>The support mission is responsible for issuing an opinion on prior evaluations of the methods of implementation under partnership contracts, which must be carried out before calls for tenders are launched.</p>
5.3. Additionally, is there a central project development fund (support mechanism) for project preparation?	No
If yes, please indicate its name, and its website (if available):	n/a
the year of establishment:	n/a
and the relevant legal/regulatory basis.	n/a
Preparation of PPPs	
7. 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:	<p>According to Article R.2221-1 of the Public Acquisition Code, for the State's projects, Ministry of budget and Ministry of Economy authorize the launching of the bidding process. Their agreement is considered acquired in the absence of a reply within one month. the above-mentioned texts require such approval for partnership contracts of the State and its public institutions.</p> <p>In any case for all the PPPs launched by contracting authorities, the a priori controls and project preparation gave been reinforced. The Public Acquisition Code requires the procuring authority to conduct: a favorable value assessment (Article L2211-6), a best procurement mode assessment (Articles L2212-1 to L2212-2) and a Budget sustainability study (Articles L2212-3 to L2212-4). Article R2212-10 of the Public Acquisition Code provides: the minister responsible for the budget, to whom the assessment of the project's implementation is communicated, issues a reasoned opinion on the budget sustainability study. It shall take a decision within six weeks of the referral. Failing this, its</p>

	<p>opinion shall be deemed favourable.</p> <p>Additionally controls a priori were strengthened through the dispositions on project Instruction (Articles L 2212-1 to L 2212-4), on prior authorizations (art. L 2221-1 to L 222-5) and on Prior agreement for signature (art L 2223-1 to L2223-4) as well as th ones on the transmission to the expert body (art L. 2223-4) . Article R2212-10 provides: The minister responsible for the budget, to whom the assessment of the project’s implementation is communicated, issues a reasoned opinion on the budget sustainability study. It shall take a decision within six weeks of the referral. Failing this, its opinion shall be deemed favourable.</p>
7.2. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>According to Article R. 2223-1 of the Public Acquisition Code: “A partnership contract may only be signed by the State with the agreement of the ministers responsible for the budget and the economy. Their agreement shall be deemed to have been obtained in the absence of an express reply within one month of receipt of the draft partnership contract.”</p>
7.4. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects (e.g., including the estimated total cost of the PPP project over the life of the project in the budget cycle).	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Article R2212-9 of the Public Acquisition Code: the budgetary sustainability study takes into account all the financial aspects of the partnership contract project. It includes in particular :1° The global estimated cost of the contract in annual average;2° The indication of the share that this cost represents in relation to the buyer’s annual self-financing capacity and its effect on its financial situation;3° The impact of the contract on the evolution of the buyer’s obligatory expenses, its consequences on its indebtedness and its off-balance sheet commitments;4° An analysis of the costs resulting from an early termination of the contract; 5° An analysis of the costs resulting from an early termination of the contract. Furthermore, the circular 1BLF-19-3362 (NOR CPAB1914174C) relating to the Finance Bill for 2020: Development of Annual</p>

	Performance Projects provided in Annex 4 is specific to the partnership contracts and leasing agreements.
Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs (e.g., disclosing information about the public sector commitments on the PPP project).	Yes
If yes, please provide the relevant legal/regulatory provisions:	The circular of May 9, 2012 relating to partnership contracts requires that any decision giving rise to a contract amendment be reflected in the appendix containing the community's commitments (Articles L.2313-1, L.3313-1 and L.4313-2 of the CGCT) and be submitted to a vote.
Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs (e.g., the public sector commitments to the PPP project are recorded in the national accounts).	Yes
If yes, please provide the relevant legal/regulatory provisions:	All European countries follow the European System of Accounts (ESA 2010) : Regulation (EU) No 549/2013 of the European Parliament and of the Council of 21 May 2013 on the European system of national and regional accounts in the European Union
7.5. If yes, please indicate which of the following alternatives best describes the regulation: International Public Sector Accounting Standards (IPSAS).	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Other international standard (e.g.	No

European System of Accounts).	
If yes, please provide the relevant legal/regulatory provisions:	n/a
Other	No
Please specify and provide the relevant legal/regulatory provisions:	n/a
7.7. Does the Ministry of Finance (or government more broadly) disclose PPP liabilities (explicit and implicit, direct and contingent) on an online platform/database ?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
and specify the website:	n/a
8. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, do(es) 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:	n/a
8.1. 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?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
9. Please select the option that best describes the way your government ensures that PPP projects are consistent with other government public priorities (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	No

<p>details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</p>	
<p>If yes, please specify and provide the relevant legal/regulatory provisions:</p>	<p>n/a</p>
<p>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.</p>	<p>No</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions:</p>	<p>n/a</p>
<p>The procuring authority does not evaluate PPPs against existing government priorities.</p>	<p>Yes</p>
<p>Please elaborate and provide examples:</p>	<p>According to our contributors, and after confirmation obtained from our follow up, the procuring authority does not seem to evaluate PPPs against existing government priorities in France.</p>
<p>10.1 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</p>	<p>Yes</p>

(cost-benefit analysis of the socio-economic impact of the PPP project)	
Relevant legal/regulatory provision	<p>PPP project preparation has been reinforced. The Public Acquisition Code requires the procuring authority to conduct a favorable assessment (Article L2211-6), a best procurement mode assessment (Articles L2212-1 to L2212-2) and a Budget sustainability study (Articles L2212-3 to L2212-4). Article R2212-10 of the Public Acquisition Code provides: the minister responsible for the budget, to whom the assessment of the project's implementation is communicated, issues a reasoned opinion on the budget sustainability study. It shall take a decision within six weeks of the referral. Failing this, its opinion shall be deemed favourable.</p> <p>Additionally, article 2 of Decree 2013-1211 dated 23 December 2013 states that all projects of investment in the sense of the 1st article of the present decree is the object of a preliminary socioeconomic evaluation which has for objective to determine the costs and the profits expected from the project of envisaged investment.</p>
Is there a specific methodology?	Yes
If yes, please elaborate	<p>Report "Quinet" 2013 regarding socioeconomic evaluation of large public investment projects: https://www.strategie.gouv.fr/sites/strategie.gouv.fr/files/atoms/files/cgsp_evaluation_socioeconomique_29072014.pdf</p>
10.2 Fiscal Affordability assessment, including the identification of the required long-term public commitments (explicit and implicit, direct and contingent liabilities)	Yes
Relevant legal/regulatory provision	<p>PPP project preparation has been reinforced: The Public Acquisition Code requires the procuring authority to conduct: a favorable assessment (Article L2211-6), a best procurement mode assessment (Articles L2212-1 to L2212-2) and a Budget sustainability study (Articles L2212-3 to L2212-4) the study includes in particular the estimated overall cost of the contract on an annual average. L2212-3 provides: Before deciding to use a partnership contract, the buyer carries out a budget sustainability study that assesses in particular the consequences of the contract on public finances and the availability of credits.</p>
Is there a specific methodology?	Yes
If yes, please elaborate	https://www.economie.gouv.fr/fininfra/letude-soutenabilite-budgetaire
10.3. Risk identification, allocation and	Yes

assessment (risk matrix)	
Relevant legal/regulatory provision	“Bilan” Pursuant to article L 2211-6 of the Public Acquisition Code: to demonstrate that the PPP balance is more favorable than other embodiments of this project possible, the procuring entity makes an overall assessment of the advantages and disadvantages of using a partnership contract, especially given the risk-sharing arrangements between the buyer [procuring authority] and holder.
Is there a specific methodology?	Yes
If yes, please elaborate	The PPP Unit’s guidelines, which should be renovated to take into account the recent changes in the Law, identify specific risks to be assessed depending on the contract’s sector in 4 categories: Conception, Operation, Maintenance, Finance. / https://www.economie.gouv.fr/fininfra/epmr
10.4. 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	PPP project preparation has been reinforced: The Public Acquisition Code requires the procuring authority to conduct a favorable assessment (Article L2211-6), a best procurement mode assessment (Articles L2212-1 to L2212-2) and a Budget sustainability study (Articles L2212-3 to L2212-4) in order to award a PPP contract. Regarding the best procurement mode assessment, article L2212(1) provides: before deciding to use a partnership contract, the buyer [procuring authority] shall carry out an evaluation with the aim of comparing the different possible mode of carrying out the project. This evaluation shall include a full cost analysis and any elements which may be used to inform the buyer in the choice of the method of implementation of the project. Article L2211-6 provides: The procedure for the award of a partnership contract may only be initiated if the buyer demonstrates that, taking into account the characteristics of the proposed project, the public service requirements or the mission of general interest for which the buyer is responsible, or the shortcomings and difficulties observed in the implementation of comparable projects, the use of such a contract presents a more favourable balance, particularly in financial terms, than that of the other modes of implementation of the project. The deferred payment criterion alone cannot constitute an advantage.
Is there a specific methodology?	Yes
If yes, please elaborate	The PPP Unit Guidelines (Plan type du rapport d’évaluation préalable) gives methodological indications that include comparative elements of scope and schedule of the selected patterns ; Costs and any revenue enhancement ; Comparative analysis of the net present value of costs before taking into account currency risk ; Comparative analysis

	of the net present value of costs after taking into account currency risk: https://www.economie.gouv.fr/fininfra/epmr
10.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision	Article R2211-4 of the Public Acquisition Code provides: To demonstrate that the assessment referred to in Article R. 2211-3 is more favourable than that of the other possible ways of carrying out this project, the buyer [procuring authority] shall make an overall assessment of the advantages and disadvantages of using a partnership contract, taking into account in particular: 1° The extent to which the project owner has been transferred to the holder of this contract; 2° The scope of the missions that may be entrusted to the holder; 3° Risk sharing arrangements between the buyer and the holder; 4° The overall cost of the project, taking into account in particular the financing structure envisaged.
Is there a specific methodology?	No
If yes, please elaborate	n/a
10.6. Procurement Strategy (i.e., quick assessment to plan and better strategize the tendering process in advance so it is fit for purpose)	No
Relevant legal/regulatory provision	n/a
Is there a specific methodology?	No
If yes, please elaborate	n/a
10.7. Market sounding/ assessment a. Including the potential interest from contractors and capacity in the market for the contract	Yes
Relevant legal/regulatory provision	Article R2111-1 of the Public Acquisition Code, addressing prior consultations, provides: In order to prepare for the award of a contract, the buyer may carry out consultations or market studies, solicit opinions or inform economic operators of its project and its requirements. The results of the preliminary studies and exchanges may be used by the

	buyer, provided that their use does not have the effect of distorting competition or ignoring the principles mentioned in Article L. 3.
Is there a specific methodology?	No
If yes, please elaborate	n/a
10.7. Market sounding/ assessment b. specifically designed to identify the solutions and technology available as well as the opportunities for innovation	No
Relevant legal/regulatory provision	n/a
Is there a specific methodology?	No
If yes, please elaborate	n/a
10.8. Environmental impact assessment	Yes
Relevant legal/regulatory provision	Article L122-1 of the environmental code provides for Impact studies of works, structures and development projects. The provisions and the methodology are provided mainly by articles R.122-1 to R.122-27 of the environmental code.
Is there a specific methodology?	Yes
If yes, please elaborate	The provisions and the methodology are provided mainly by articles R.122-1 to R.122-27 of the environmental code. Furthermore, a methodology is also provided in directive 2011/92 and followed by all European countries.
10.8.1 Consultation process with affected communities explicitly included in the environmental impact assessment	Yes
Relevant legal/regulatory provision	Environmental Code provides for a Public Inquiry in order to consult with affected communities on potential impact of the PPP project. Amongst other provisions, Art. L 121-1 of the Environmental Code provides that Chapter I of this Title shall apply to public participation prior to the submission of the application for authorisation of a project as defined in Article L. 122-1, or during the preparation phase of a plan or programme as defined in Article L. 122-4, until the opening of the public inquiry or any other form of public participation provided for in Chapter III of this Title.

	<p>1° Public debate and prior consultation falling within the competence of the National Commission for Public Debate pursuant to Article L. 121-8</p> <p>2° Prior consultation carried out by the contracting authority or the public person responsible for the plan or programme pursuant to I of Article L. 121-17</p> <p>3° Prior consultation carried out at the request of the competent authority to approve the plan or programme or authorize the project pursuant to II of Article L. 121-17;</p> <p>4° Prior consultation decided by the representative of the State following the right of initiative pursuant to III of Article L. 121-17.</p> <p>Chapter III provides for public inquiries. The purpose of the public inquiry is to ensure that the public is informed and involved and that the interests of third parties are taken into account when drawing up the decisions likely to affect the environment referred to in Article L. 123-2. Comments and proposals received during the investigation period shall be taken into consideration by the developer and the competent authority in taking the decision.</p>
Is there a specific methodology?	Yes
If yes, please elaborate	Procedure is detailed by Article L123-3 and seq. of the Environmental Code.
10.9. Social impact assessment	Yes
Relevant legal/regulatory provision	Pursuant to article 2 of Decree 2013-1211 dated 23 December 2013 states that all projects of investment in the sense of the 1st article of the present decree is the object of a preliminary socioeconomic evaluation which has for objective to determine the costs and the profits expected from the project of envisaged investment.
Is there a specific methodology?	No
If yes, please elaborate	n/a
10.9.1 Consultation process with affected communities explicitly included in the social impact assessment	No
Relevant legal/regulatory provision	n/a
Is there a specific methodology?	No
If yes, please elaborate	n/a
11. Does the procuring authority include the assessments in the request for proposals and/or tender documents?	No

If yes, please provide the relevant legal/regulatory provisions:	n/a
and specify which of the assessments are included in the request for proposals and/or tender documents: Socio-economic analysis;	No
Fiscal Affordability assessment;	No
Risk identification and allocation;	No
Comparative assessment;	No
Financial viability;	No
Market sounding for private sector interest;	No
Market sounding for technological solutions;	No
Environmental impact assessment;	No
Social impact assessment;	No
Any other	No
please specify:	n/a
11.2. Are the assessments published online?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
specify the website:	n/a
please specify which of the assessments are published online: Socio-economic analysis	No
Fiscal Affordability assessment;	No

Risk identification and allocation;	No
Comparative assessment;	No
Financial viability;	No
Market sounding for private sector interest;	No
Market sounding for technological solutions;	No
Environmental impact assessment;	No
Social impact assessment;	No
12. Are tender/bidding documents made available online?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>According to Article R.2132-2 of the Public Procurement Code, the documents of the consultation are provided free of charge to economic operators on a buyer profile as from the publication of the notice of invitation to tender. Furthermore, Article R. 2132-3 of the Public Acquisition Code provides: purchasers [procuring authorities] are required, as soon as the contract notice is published, to make available to economic operators, most often on their buyer profile, the consultation documents, i.e. all the documents provided by the purchaser or to which he refers in order to define his needs and describe the details of the procurement procedure in the form of a “business consultation file”. The buyer profile guarantees the security, confidentiality, integrity and traceability of exchanges, and must enable public purchasers to carry out the main actions necessary for the award of contracts: publishing advertising notices, making available consultation documents, identifying and authenticating themselves, receiving and storing applications and offers, answering questions submitted by companies and exchanging with them, keeping a history of events, obtaining supporting documents and certificates, etc. It may also be used throughout the performance of the contract. It must also offer a messaging service to be able to exchange documents with companies.</p> <p>For more details, see: Order of 22 March 2019 on the functionalities and minimum requirements of buyer profiles.</p>
If yes, please provide the website:	<p>http://www.boamp.fr/recherche/avancee and on the buyer’s profile. For the State the buyer profile is: https://www.marches-publics.gouv.fr/?page=entreprise.AccueilEntreprise</p>
12.3. Do the tender documents include a draft PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Article R2111-8 of the Public Acquisition Code provides that the buyer formulates the technical specifications:</p> <p>1° Either by reference to standards or other equivalent documents available to candidates ;</p> <p>2° Either in terms of performance or functional requirements ;</p>

	<p>3° Or by a combination of both.</p> <p>Article R2111-10 of the aforementioned Code specifies that the technical specifications formulated in terms of performance or functional requirements are sufficiently precise to enable the candidates to know exactly what the contract is about and to enable the buyer to award the contract. They may include environmental or social characteristics.</p>
<p>13. Have standardized PPP model contracts and/or transaction documents been developed?</p>	No
<p>If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:</p>	n/a
<p>and provide the relevant legal/regulatory provisions:</p>	n/a
<p>14.1 Does the procuring authority/responsible government entity have a role in either providing or facilitating any of the following requirements?: Obtaining the required environmental permits.</p>	No
<p>If yes, please specify the role of the procuring authority:</p>	n/a
<p>and provide the relevant legal/regulatory provisions:</p>	n/a

14.4. Obtaining the possession of required land.	Yes
If yes, please specify the role of the procuring authority :	The contracting authority is most often the owner of the land or land on which the project is based, which is made available to the economic operator under the PPPP contract for the purpose of carrying out the project. However, some PPPP contracts require the private partner to acquire the land.
and provide the relevant legal/regulatory provisions:	<p>Art. L2213-10 of the Public Acquisition Code provides: When the partnership contract entails occupation of the public domain, it constitutes authorization to occupy this domain for its duration. The holder has, unless otherwise stipulated in this contract, real rights over the works and equipment he carries out. These rights confer on him the prerogatives and obligations of the owner, under the conditions and within the limits defined by the clauses of the contract aimed at guaranteeing the integrity and allocation of the public domain.</p> <p>Additionally, the Code specifies at Article L2231-1: By decision of the buyer, the holder of the partnership contract may be responsible for acquiring the assets necessary to carry out the transaction, including, where applicable, by way of expropriation. He may be assigned, with the agreement of the contracting partner concerned, all or part of the contracts concluded by the buyer that may contribute to the performance of his mission.</p>
14.7. Obtaining the required right of way.	Yes
If yes, please specify the role of the procuring authority :	Granting the right of way
and provide the relevant legal/regulatory provisions:	<p>Art. L2213-10 of the Public Acquisition Code provides: when the partnership contract entails occupation of the public domain, it constitutes authorization to occupy this domain for its duration. The holder has, unless otherwise stipulated in this contract, real rights over the works and equipment he carries out. These rights confer on him the prerogatives and obligations of the owner, under the conditions and within the limits defined by the clauses of the contract aimed at guaranteeing the integrity and allocation of the public domain.</p>
Procurement/Tendering of PPPs	
16. 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	No

required to meet detailed qualifications.	
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
The bid evaluation committee members require sufficient qualification without specific details.	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
The bid evaluation committee members are not required to have any specific qualifications.	Yes
Please elaborate and provide examples:	According to Art. L1411-5 of the general code of local public authorities: Bid evaluation committees of local authorities are composed of members of the deliberative assembly (the members are elected in the field of political elections). Regarding the PPP of the State, experienced civil servants take the lead.
17. Does the procuring authority issue an invitation for bids/ tender notice for the PPP project?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions:	Prior advertising, in accordance with Article L. 2131-1 of the Public Procurement Code: "In order to encourage the widest possible competition, buyers shall advertise prior to the award of the contract under the conditions and subject to the exceptions defined by decree of the Conseil d'Etat, depending on the subject matter of the contract, the estimated pre-tax value of the requirement or the buyer concerned". Pursuant to Article R.2131-16 of the Public Procurement Code, the call for tender's notice shall be published in the Official Journal of European Union and in the official bulletin of public procurement (Bulletin officiel des annonces des marchés publics).
17.1. If yes, is the public procurement notice published online?	Yes

If yes, please specify the website:	It would be published on the european websites (http://www.boamp.fr/ and http://eur-lex.europa.eu/oj/direct-access.html?locale=fr) but also on the State purchasing platform: https://www.marches-publics.gouv.fr/
18. Are foreign companies subject to any of the following restrictions when participating in the bidding process (check all that apply)?: Prohibition to bid in the public tender (including the possibility to discretionary use a procedure that precludes the participation of foreign firms).	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Requirement to have an office or a branch in the country before being allowed to bid in the public tender.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Requirement to form a joint venture with domestic firm(s) to be allowed to bid in the public tender.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Requirement to have prior	No

experience in the country to bid in the public tender.	
If yes, please specify	n/a
and provide the relevant legal/regulatory provisions:	n/a
Threshold for public tenders to be open for foreign participation/to be considered international tenders.	No
If yes, please specify	n/a
and provide the relevant legal/regulatory provisions:	n/a
18.3. If never, what are the key reasons for their non-participation, please list:	n/a
19. 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:	Article R.2161-14 of the Public Acquisition Code requires a period of thirty days from the date of dispatch of the invitation to tender. However, according to the article R.2161-15, if the procuring authority has published a prior information notice which is not used as a notice of appeal to the competition, this minimum period may be reduced to ten days, when the prior information notice satisfies the following conditions (...)
and the time in calendar days:	30
20.1. Open competitive tendering/bidding: Available	Yes
Default	No
Relevant legal/regulatory provision	Article L2124-2 of the Public Acquisition Code provides for an open or restricted call for tenders which is the procedure by which the buyer chooses the most economically advantageous tender, without negotiation, on the basis of objective criteria previously brought to the candidates' attention.

20.2 Competitive tendering/bidding with pre-qualification stage (Restricted tendering): Available	Yes
Default	No
Relevant legal/regulatory provision	Article L2124-2 of the Public Acquisition Code provides for an open or restricted call for tenders which is the procedure by which the buyer chooses the most economically advantageous tender, without negotiation, on the basis of objective criteria previously brought to the candidates' attention.
20.3 Multi-stage tendering/bidding (with shortlisting of final candidate(s)): Available	No
Default	No
Relevant legal/regulatory provision	n/a
20.4. Competitive dialogue: Available	Yes
Default	No
Relevant legal/regulatory provision	Article L.2124-4 of the Public Acquisition Code provides for the competitive dialogue is a procedure in which the buyer interacts with the candidates admitted to participate in the procedure with a view to defining or developing the solutions likely to meet his needs and on the basis of which these candidates are invited to submit an offer.
20.5. Best and Final Offer (BAFO): Available	No
Default	No
Relevant legal/regulatory provision	n/a
20.6. Direct negotiation: Available	No
Default	No
Relevant legal/regulatory provision	n/a
20.7. Other. Please, specify: Available	Yes
Default	No
Relevant legal/regulatory provision	L 2124.3 of the Public Acquisition Code provides for the negotiation procedure. The procedure with negotiation is the procedure by which the buyer negotiates the terms of the contract with one or more economic operators.

<p>20.8. If direct negotiation is either an available or default option, does the regulatory framework restrict this procedure to certain exceptional conditions and circumstances (including cases of single source providers or applicable to a certain threshold)?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>Article L2122-1 of the Public Acquisition Code provides: the buyer [procuring authority] may award a contract without prior advertising or competitive tendering in cases fixed by decree in the Council of State when, in particular because of the existence of a first unsuccessful procedure, a particular urgency, its object or its estimated value, compliance with such a procedure is unnecessary, impossible or clearly contrary to the buyer's interests.</p>
<p>21. Do the tender documents detail the procedure of the procurement process, providing the same information to all the bidders?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>Articles R2132-1 and R. 2132-2 of the Public Acquisition Code provide: that the consultation documents are all the documents provided by the buyer or to which he refers in order to define his need and describe the terms of the procurement procedure, including the notice of invitation to tender. The information provided shall be sufficiently precise to enable economic operators to determine the nature and extent of the need and to decide whether or not to request participation in the procedure.</p> <p>The consultation documents shall be made available to economic operators free of charge. For contracts which meet a requirement whose estimated value is equal to or greater than €25,000 excluding tax and whose procedure gives rise to the publication of a notice of invitation to tender, this shall be made available on a buyer profile as from the publication of the notice of invitation to tender in accordance with the procedures laid down by order of the Minister for Economic Affairs in the Annex to this Code.</p> <p>Where the technical specifications are based on documents freely available by electronic means, the indication of the reference of these documents shall be considered sufficient. The notice of invitation to tender, or where applicable the invitation to confirm the interest, shall indicate the address of the buyer profile on which the documents of the consultation are accessible.</p>
<p>22. Do the tender documents unambiguously specify the</p>	<p>Yes</p>

qualification requirements (or the prequalification requirements when applicable) making them available to all potential bidders as part of the tender notice/ invitation for bids?	
If yes, please provide the relevant legal/regulatory provisions:	<p>According to Article R2142-1 of the Public Acquisition Code : The conditions for participation in the procurement proceedings relating to the candidate’s capacities referred to in Article L. 2142-1, as well as the acceptable means of proof, shall be indicated by the buyer in the notice of invitation to tender or in the invitation to confirm the interest or, in the absence of such notice or invitation, in the consultation documents.</p>
22.2. Are there any parameters/limits to the qualification requirements to ensure that they do not unduly restrict competition of qualified bidders?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>Article L. 2142-1 of the Public Acquisition Decree provides that when the buyer decides to set minimum capacity levels, he may only require minimum levels that are linked and proportionate to the subject matter of the contract or its performance conditions.</p>
23. Can potential bidders/tenderers submit questions to clarify the public procurement notice and/or the bidding/tender documents?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>According to Article R2151-4 of the Public Acquisition Code : the time limit for receipt of tenders shall be extended in the following cases:</p> <p>(1) Where additional information, necessary for the preparation of the offer, requested in good time by the economic operator, is not provided within the time limits provided for in Article R. 2132-6 ;</p> <p>(2) When significant changes are made to the consultation documents.</p> <p>The duration of the extension shall be proportionate to the importance of the information requested or the changes made.</p> <p>Additionally, the procuring authority profile allows bidders to ask questions and the procuring authority to answer them and be able to exchange information and documents through a messaging service. This service is similar to a standard e-mail service, but complying with the requirements defined in Annex 7 of the Public Acquisition</p>

	Code (Order of 22 March 2019 on the minimum requirements of the electronic means of communication used in public procurement on functionalities and requirements minimum buyer profiles) :This e-mail service can be used to notify documents or regularize offers.
23.2. If yes, can the bidders also suggest innovations to improve the tender documents or procurement approach, including for example the provision of value engineering and/or technologically neutral options?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Article R2151-8 of the Public Acquisition Code: Buyers may authorise the presentation of variants under the following conditions:</p> <p>1° For contracts awarded according to a formalized procedure:</p> <p>(a) Where the contract is awarded by a contracting authority, variants shall be prohibited unless otherwise specified in the contract notice or in the invitation to confirm the interest;</p> <p>(b) Where the procurement contract is awarded by a contracting entity, variants shall be permitted unless otherwise specified in the contract notice or in the invitation to confirm the interest;</p> <p>2° For contracts awarded according to an adapted procedure, variants are authorised unless otherwise specified in the consultation documents.</p> <p>Additionally, Article R2151-9 provides: the buyer may require the presentation of variants. In this case, it shall indicate this in the notice of invitation to tender, in the invitation to confirm the interest or, in the absence of such a notice or invitation, in the consultation documents.</p>
and elaborate on the kind of innovations that are allowed:	The procuring authorities may authorise the presentation of variants.
23.4. If yes, is there a timeframe for the procuring authority to address questions and clarifications by bidders?	Yes
Please indicate the timeframe (number of calendar days to	Within 6 days before the deadline for the bid's submission.

<p>provide clarifications before the deadline):</p>	
<p>and provide the relevant legal/regulatory provisions:</p>	<p>According to Article R.2132-6 of the Public Procurement Code, the additional information on the tender documents are sent to parties six days later than the deadline for receipt of tenders, provided that they have made the request in time. When the deadline for receipt of tenders is reduced due to emergency, this period is four days.</p> <p>Articles R.2151-3 and R.2151-4 (1) further indicate that where tenders can be lodged only after a visit to places of execution of the public contract or after on-site additional documents, deadlines for receipt of tenders are adapted to allow all economic operators to learn about all the necessary information for preparing their tenders. The deadline for receipt of offers is extended in the following cases: when more information, necessary for the development of the offer, requested in good time by the economic operator is not provided on time of Article R.2132-6.</p>
<p>23.6. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>Art. 3 of the Public Acquisition Code provides: procuring authorities shall respect the principle of equal treatment of candidates for the award of a public procurement contract. They shall implement the principles of free access and transparent procedures, under the conditions defined in this Code. These principles ensure the effectiveness of public procurement and the proper use of public funds. The Authority must disclose the questions and clarification to all bidders if its has an impact on the tender documentation and the buyer profile provides functionalities in consequences (See. Order of March 22, 2019 relating to the functionality and minimum requirements of buyer [procuring authority]).</p>
<p>23.8. If yes, does the procuring authority extend the proposal submission deadline due to the modifications introduced in the bidding/tender documents?</p>	<p>Yes</p>
<p>If yes, please provide the relevant</p>	<p>Article R2151-4 [Extension of time limit for receipt of tenders] Article R2151-5 [Extension of time limit for receipt of tenders] of the Public Acquisition Code provides: The time limit for receipt of tenders shall be extended in the following cases :</p>

legal/regulatory provisions:	<p>1° Where additional information required for drawing up the tender, requested in good time by the economic operator, is not supplied within the time limits laid down in Article R. 2132-6;</p> <p>2° Where major changes are made to the consultation documents.</p> <p>The duration of the extension shall be proportionate to the importance of the information requested or the modifications made.</p>
24. Besides questions and clarifications, can the procuring authority conduct a pre-bid conference?	<p>Yes</p>
If yes, please specify and provide the relevant legal/regulatory provisions:	<p>Articles R.2151-3 and R.2151-4 (1) further indicate that where tenders can be lodged only after a visit to places of execution of the public contract or after on-site additional documents, deadlines for receipt of tenders are adapted to allow all economic operators to learn about all the necessary information for preparing their tenders. The deadline for receipt of offers is extended in the following cases: when more information, necessary for the development of the offer, requested in good time by the economic operator is not provided on time of Article R.2132-6.</p>
24.2. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the response to the queries raised by the bidders in the pre-bid conference to all bidders?	<p>Yes</p>
If yes, please specify and provide the relevant legal/regulatory provisions:	<p>Art. 3 of the Public Acquisition Code provides: buyers [procuring authorities] shall respect the principle of equal treatment of candidates for the award of a public procurement contract. They shall implement the principles of free access and transparent procedures, under the conditions defined in this Code. These principles ensure the effectiveness of public procurement and the proper use of public funds.</p>
25. Does the procuring authority require the bidders to prepare and submit a financial model with their proposals / bids?	<p>No</p>
If yes, please provide the	<p>n/a</p>

relevant legal/regulatory provisions:	
If no, please elaborate:	There are no legal and regulatory provisions imposing such an obligation, but the submission of such a financial model in support of tenderers' bids is, in practice, almost always required by the contracting authority.
26. Does the procuring authority evaluate the bids/tenders strictly and solely in accordance with the evaluation criteria stated in the bidding/tender documents?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article L. 2152-7 of the Public Acquisition Code: "The contract shall be awarded to the tenderer or, where applicable, to the tenderers who have submitted the most economically advantageous tender on the basis of one or more objective, precise criteria linked to the subject matter of the contract or its performance conditions. (...). The link with the subject matter of the contract or its performance conditions shall be assessed in accordance with Articles L. 2112-2 to L. 2112-4". See also Article L. 2152-8, R. 2152-6 to R. 2152-12 of the Public Acquisition Code, Article R. 2152-11 stipulating that " [t]he award criteria and the procedures for their implementation are indicated in the consultation documents".
26.2. Can criteria other than price (non-price attributes) be used when evaluating the tenders/bids of a PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article L. 2152-7 of the Public Acquisition Code: "The contract shall be awarded to the tenderer or, where applicable, to the tenderers who have submitted the most economically advantageous tender on the basis of one or more objective, precise criteria linked to the subject matter of the contract or its performance conditions. (...). The link with the subject matter of the contract or its performance conditions shall be assessed in accordance with Articles L. 2112-2 to L. 2112-4". Article L2222-4 provides : the buyer shall take into account, among the criteria for the award of the contract, the part of the contract performance that the tenderer undertakes to entrust to small and medium-sized enterprises or craftsmen whereas Article L2222-5 provides: Where the partnership contract entrusts the holder with all or part of the design of the works, equipment or intangible property, the buyer shall take into account, among the criteria for awarding the contract, the overall quality of the works, equipment or intangible property.
26.4. If criteria other than price are used, does it have to be	Yes

justified, objective and quantifiable?	
If yes, please provide the relevant legal/regulatory provisions:	Article L. 2152-7 of the Public Acquisition Code: "The contract shall be awarded to the tenderer or, where applicable, to the tenderers who have submitted the most economically advantageous tender on the basis of one or more objective, precise criteria linked to the subject matter of the contract or its performance conditions. (...). Additionally, L2152-8 specifically provides: the award criteria do not have the effect of conferring unlimited freedom of choice on the buyer and guarantee the possibility of genuine competition. They are made public under the conditions provided for by decree in the Council of State.
26.6. When price is used as one of the evaluation criteria, does the procuring authority provide a cost estimate?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
27. In the case where only one proposal is submitted, 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:	n/a
The procuring authority considers sole proposal valid as long as it meets the conditions	Yes

outlined in the tender documents.	
Please specify and provide the relevant legal/regulatory provisions:	According to Article R.2142-17 of the Public Procurement Code, in the case of contracting authorities, in a restricted invitation to tender, the minimum number shall be five; in procedure with negotiation and in competitive dialogue, there are three. Article R.2142-18 adds that where the number of candidates meeting the selection criteria is less than the minimum number, the contracting authority may continue the procedure with the candidates with the required qualifications.
The procuring authority does not award a PPP contract if only one proposal is submitted.	No
Please specify and provide the relevant legal/regulatory provisions:	n/a
The regulatory framework does not include any provisions.	No
28. Does the procuring authority publish the contract award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions:	Article R.2183-1 of the Public Acquisition Code requires the procuring authority to publish the award notice Official bulletin of public procurement (Bulletin officiel des annonces des marchés publics) and Official Journal of European union. Article R.2183-1 of the Public Acquisition Code states: "For contracts meeting a requirement for an amount equal to or greater than the European thresholds set out in a notice annexed to this code, the buyer shall send for publication, within a maximum period of thirty days from the signature of the contract, a award notice under the following conditions: 1 For the State, its public establishments other than industrial and commercial, local authorities, their public establishments and groupings, the notice shall be published in the Official Bulletin of Public Procurement Announcements and in the Official Journal of the European Union;2 For other buyers, the notice shall be published in the Official Journal of the European Union;3 For contracts for social services and other specific services, the notice shall be published in the Official Journal of the European Union.).Additionnaly, a publication is made on the procuring authority profile. Pursuant to Article R2196-1-1 of the Public Acquisition Code provides, the Procuring authority shall provide free, direct and complete access to the essential data of the public procurement contract, whose value is equal to or greater than 25,000 euros excluding tax, on its buyer profile.These essential data include:1° The procurement procedure;2° The content of the contract;3° The performance of the contract, in particular, when necessary, on its amendment.An order of the Minister of the Economy annexed to this Code sets out the list of these essential data and the procedures for their publication.

28.1. If yes, is the contract award notice published online?	Yes
If yes, please specify the website:	http://www.boamp.fr/ http://eur-lex.europa.eu/oj/direct-access.html?locale=fr;
29. Does the procuring authority notify all the bidders individually about the result of the PPP tendering/bidding process?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article R.2181-1 of the Public Acquisition Code indicates that, the procuring authority shall without delay notifies each candidate or tenderer concerned with the rejection of his candidacy or tender. Article R.2181-3 precises the notification indicates the reasons for the rejection.
If no, please elaborate:	n/a
29.2. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid/tender?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Article R.2181-1 of the Public Acquisition Code indicates that, the procuring authority shall without delay notifies each candidate or tenderer concerned with the rejection of his candidacy or tender. Article R.2181-3 precises the notification indicates the reasons for the rejection.</p> <p>Additionally, Article R2181-4 of the Public Acquisition Code provides: At the request of any tenderer who has made a bid that has not been rejected on the grounds that it was irregular, unacceptable or inappropriate, the buyer shall communicate as soon as possible and at the latest fifteen days after receipt of such a request:</p> <p>1° When negotiations or dialogue have not yet been completed, information on the conduct and progress of the negotiations or dialogue;</p> <p>2° When the contract has been awarded, the characteristics and advantages of the successful tender.</p>
29.4. If yes, does the procuring authority provide bidders/tenderers with the option of holding a	No

debriefing meeting to discuss why their bid/tender was not selected?	
If yes, please provide the relevant legal/regulatory provisions:	n/a
30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow aggrieved unsuccessful bidders to challenge the award decision?	Yes
If yes, please provide the relevant legal/regulatory provisions:	The Public Acquisition Code provides for a standstill period of 11 or 16 days. Pursuant to article R. 2182-1 of the Public Acquisition Code: “For contracts awarded according to a formalised procedure, a minimum period of eleven days is respected between the date on which the notification provided for in articles R. 2181-1 and R. 2181-3 is sent and the date on which the contract is signed by the buyer [procuring authority]. This minimum period shall be increased to 16 days where such notification has not been transmitted electronically”.
and the time in calendar days:	16
30.2. If yes, is the standstill period set out in the notice of intention to award?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to article R2181-3 of the Public Acquisition Code : the notification provided for in Article R. 2181-1 shall state the reasons for the rejection of the application or offer. Where the notification of rejection takes place after the award of the contract, the buyer shall also communicate: 1° The name of the successful tenderer as well as the reasons that led to the choice of his offer; 2° The date from which it is likely to sign the contract in accordance with the provisions of Article R. 2182-1.
31. Does the regulatory framework restrict material negotiations (for example price or scope) with the winning bidder	Yes

between the award and the signature of the PPP contract?	
If yes, please provide the relevant legal/regulatory provisions:	<p>Article R.2152-13 of the Public Acquisition Code states the buyer [procuring authority] and successful bidder can conduct a development component of the public contract before signing. However, this development can not modify substantial features of the offer or the public contract.</p>
32. Does the regulatory framework allow for complaint review mechanisms pertaining to the PPP bidding/tendering process?	<p>Yes</p>
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	<p>The bidders may apply to the administrative court for review by using a specific recourse called a Pre-contractual interim proceedings on the basis of Articles L. 551-1 et seq. and R. 551-1 et seq. of the Code of Administrative Justice. It allows candidates who notice a breach of the rules on advertising and competitive tendering during the procurement procedure to obtain from the judge hearing the application for interim measures the necessary measures to remedy it, before the contract is signed. The persons authorised to initiate this summary are “those who have an interest in concluding the contract and who are likely to be harmed by the breach” (EC 3 October 2008, Smirgeomes, req. No 305420).</p> <p>See also, for the contractual interim proceedings, Articles L. 551-13 et seq. and R. 551-7 et seq. of the Code of Administrative Justice (when the contract is signed within the stand-still period).</p>
32.1. If yes, is there a timeframe in which decisions on complaints are issued?	<p>Yes</p>
If yes, please elaborate the timeframe (number of calendar days to resolve):	<p>20</p>
and provide the relevant legal/regulatory provisions:	<p>Concerning only the pre-contractual summary proceedings, see Article R. 551-5 of the Code of Administrative Justice: “The president of the administrative court or the judge he delegates shall decide within twenty days on the requests submitted to him pursuant to Articles L. 551-1 and L. 551-5.</p> <p>The judge may not rule before the sixteenth day from the date on which the decision to award the contract is sent to the economic operators who have submitted an application or a tender. This period shall be reduced to the eleventh day where the contracting authority/entity can prove that the decision to award the contract has been communicated electronically to all interested economic operators.</p>

	In the case of applications submitted before the conclusion of contracts referred to in the first paragraph of Article L. 551-15, the court may not rule before the eleventh day from the publication of the intention to conclude the contract.
32.2. If yes, are decisions subject to appeal?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article R. 551-6 of the Code of Administrative Justice: "Final decisions taken pursuant to Articles L. 551-2 and L. 551-6 by the President of the Administrative Court or the judge he delegates shall be subject to appeal in cassation to the Council of State within fifteen days of their notification".
32.3. If yes, is the original complaint and/or the appeal reviewed resolved by an independent administrative authority (other than the procuring authority or the courts)?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article R. 551-6 of the Code of Administrative Justice: "Final decisions taken pursuant to Articles L. 551-2 and L. 551-6 by the President of the Administrative Court or the judge he delegates shall be subject to appeal in cassation to the Council of State within fifteen days of their notification".
and identify the approving authority	Council of State which is the supreme Courts for admistrative claims.
33. Does the procuring authority publish the PPP contract? (notwithstanding the protection of commercially sensitive information)	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article R.2196-1 of the Public Acquisition Code indicates that the procuring authority provides, on its buyer profile, unrestricted, direct and full access to the essential data of public contracts, whose the value is equal or higher than 25 000 euros excluding tax, relating to procurement procedure, content of the contrat, and performance of the contract and in particular to his modification. An indicative list of these key data is provided in order of 22 March 2019 fixing the essential data in public procurement.
33.1 A summary of the PPP contract: Available (e.g. by request or in the official gazette)	Yes
Available online	Yes

Website	Publication on the contracting authority's buyer profile. The State's online procurement profile: https://www.marches-publics.gouv.fr/?page=entreprise.AccueilEntreprise
Relevant legal/regulatory provision	Article R.2196-1 of the Public Acquisition Code indicates that the procuring authority provides, on its buyer profile, unrestricted, direct and full access to the essential data of public contracts, whose the value is equal or higher than 25 000 euros excluding tax, relating to procurement procedure, content of the contrat, and performance of the contract and in particular to his modification. An indicative list of these key data is provided in order of 22 March 2019 fixing the essential data in public procurement.
33.2. The full PPP contract: Available (e.g. by request or in the official gazette)	Yes
Available online	No
Website	n/a
Relevant legal/regulatory provision	Public contracts are administrative documents subject to the right of access established by Book III of the Code on relations between the public and the administration in France. Once the contract has been signed, the documents making up the award procedure are in principle, communicable to any person who so requests, including bidders in compliance with industrial and commercial confidentiality. The Commission for Access to Administrative Documents ensures the proper application of the right of access.
33.3. All of the contract's annexes and appendixes: Available (e.g. by request or in the official gazette)	No
Available online	No
Website	n/a
Relevant legal/regulatory provision	n/a
33.4. Any subsequent amendment made to the PPP contract: Available (e.g. by request or in the official gazette)	Yes
Available online	Yes
Website	A publication on the contracting authority's buyer [procuring authority] profile of the public procurement platform is mandatory. For the State's contracts: https://www.marches-publics.gouv.fr/?page=entreprise.AccueilEntreprise
Relevant legal/regulatory provision	Article R2196-1 provides that the buyer profile must be, free, direct and give complete access to essential data for public contracts meeting a requirement whose value is equal to or greater than 25,000 euros excluding tax. These essential data include:

	<p>1° The procurement procedure; 2° The content of the contract; 3° The performance of the contract, in particular, when necessary, on its amendment. An order of the Minister of the Economy annexed to this Code sets out the list of these essential data and the procedures for their publication</p> <p>According to Article 1-II of the order of 22 March 2019 adds that the data relating to the amendments made to the public contract are:</p> <ol style="list-style-type: none"> 1 The date of publication of the data relating to the amendments made to the public contract; 2 The purpose of the amendment of the public contract; 3 The modified duration of the public contract; 4 The modified total value in euros of the public contract, excluding tax; 5 The name of the new contract holder in the case of changement of contract holder 6 The personal number of the new contract holder, in the case of changement of contract holder 7 The date of notification of the amendment of the public contract.
PPP Contract Management	
35. Does the procuring authority or contract management authority establish a system to manage the PPP contract (i.e., attributing responsibilities or establishing specific management tools)?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Article L.2234-2 of the Public Acquisition Code, the buyer has control over execution of the PPP. This control occurs at least during and at the end of each execution phases.</p>
35.1. If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team	<p>No</p>
Relevant legal/regulatory provisions:	<p>n/a</p>
Participation of the members of	<p>No</p>

the PPP contract management team in the PPP procurement process and/or vice versa	
Relevant legal/regulatory provisions:	n/a
Elaboration of a PPP contract management manual or an equivalent document	No
Relevant legal/regulatory provisions:	n/a
Establishment of personnel training programs (i.e., initial training and continued training throughout the course of the project)	No
Relevant legal/regulatory provisions:	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:	n/a
35.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please	No

<p>select only one): The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications.</p>	
<p>If yes, please specify and provide the relevant legal/regulatory provisions:</p>	n/a
<p>The PPP contract management team members are required to meet sufficient qualification without specific details.</p>	No
<p>If yes, please specify and provide the relevant legal/regulatory provisions:</p>	n/a
<p>The PPP contract management team members are not required to meet any specific qualifications.</p>	No
<p>Please elaborate and provide examples:</p>	n/a
<p>36. Does the procuring or contract management authority establish a monitoring and evaluation system of the construction of the PPP project (i.e., system for tracking progress of construction, monitoring and evaluation of</p>	Yes

performance, etc.)?	
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Article L.2234-2 of the Public Procurement Code, the buyer has control over execution of the contract. This control occurs at least during and at the end of each execution phases</p> <p>Articles R.2234-5 et seq. of the Public Procurement Code provide that the buyer controls the execution, especially during the building period.</p>
36.1. If yes, is the PPP contract construction performance information made available to the public (e.g. by request or published in the official gazette/bulletin board)?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Article R.2196-1 of the Public Acquisition Code indicates that the procuring authority provides, on its buyer profile, unrestricted, direct and full access to the essential data of public contracts, whose the value is equal or higher than 25 000 euros excluding tax, relating to procurement procedure, content of the contrat, and performance of the contract and in particular to his modification. An indicative list of these key data is provided in order of 22 March 2019 fixing the essential data in public procurement.</p>
36.2. If yes, is the PPP contract construction performance information made publicly available online?	Yes
If yes, please specify the website:	<p>A publication will be made on the contracting authority's buyer profile on the public procurement platform. For the State's contracts: https://www.marches-publics.gouv.fr/</p>
37. 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:	<p>Article L.2234-1 of the Public Acquisition Code indicates that the contract holder has to establish an annual report to enable the monitoring of the execution of the partnership contract. This report is sent each year to the purchaser within forty-five days after the anniversary of the signing of the contract.</p> <p>Article L.2234-2 adds that the buyer has control over the execution of the contract. This</p>

	check occurs at least during and at the end of each mission execution phases under the contract and results in a report.
37.1. If yes, which of the following tools does it include (check all that apply)?: Payments are linked to performance	Yes
Relevant legal/regulatory provisions:	Article L. 2213-8 of the Public Acquisition Code provides: “The remuneration of the contractor shall be paid by the buyer as from the completion of the main mandatory tasks mentioned in the first paragraph of Article L. 1112-1 and throughout the duration of the contract. This remuneration is linked to performance objectives assigned to the holder for each phase of the contract”.
Performance is assessed against output/ Key performance indicators (KPI) set in the tender documents and the PPP contract	Yes
Relevant legal/regulatory provisions:	Article L 2213-8 of the Public Acquisition Code indicates that the holder’s remuneration is subject to payment by the buyer as of the completion of the main mandatory tasks mentioned in the first paragraph of Article L. 1112-1 and for the entire duration of the contract. This remuneration is linked to performance objectives assigned to the holder for each phase of the contract.
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:	Article R2213-3 of the Public Procurement Code provides that the partnership contract may stipulate the conditions under which, each year, the sums owed by the buyer to the holder and those owed by the holder as penalties or sanctions are subject to compensation.
The private partner must provide the procuring or contract management authority with periodic	Yes

operational and financial data	
Relevant legal/regulatory provisions:	<p>According to Article R.2234-1 of the Public Procurement Code, the report mentioned is established by the holder and must allow comparison between years it retraces and earlier. It includes in particular:</p> <ol style="list-style-type: none"> 1. The following economic and accounting data: (...) 2. Monitoring of corresponding indicators: (...)
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	Yes
Relevant legal/regulatory provisions:	Pursuant to article L.2234-2 of the Public Procurement Code, the buyer has control over the execution of the contract. This check occurs during each mission execution phases (or at least at the end of them), and results in a report.
The PPP contract performance information must be available to the public (e.g. by request or in the official gazette/bulletin board)	No
Relevant legal/regulatory provisions:	n/a
The PPP contract performance information must be available online	No
If yes, please specify the website:	n/a
Relevant legal/regulatory provisions:	n/a
38. Is there an economic/technical regulator to oversee the implementation of PPP contracts?	Yes
If yes, please provide it name and website:	The Transport Regulatory Authority: https://www.autorite-transports.fr/
and the relevant legal/regulatory	The authority was founded by Law No. 2009-1503 - 8/12/2009 and reorganized through Law No. 2015-990 of August 6, 2015 for growth, activity and equal economic

provisions establishing its mandate:	opportunities whose art. 13 provides for the Transport Regulation Authority's missions. The Authority has new powers applicable to the motorways under concession. The Authority is, firstly, responsible for ensuring the proper functioning of the system of motorway toll tariffs (Article L. 122-7 of the Highway Code).
38.1. If yes, does the economic regulator have (check all that apply): Political autonomy (for example, through independence of its Directors' appointments of the Line Ministry or other similar mechanisms).	Yes
If yes, please provide the relevant legal/regulatory provisions:	The juridical status given by national Law n. 2009-1503 - 8/12/2009 is an independent public body with a legal personality.
Managerial autonomy (freedom to determine the use of its budget and organization of resources)	Yes
If yes, please provide the relevant legal/regulatory provisions:	The juridical status given by national Law n. 2009-1503 - 8/12/2009 is an independent public body with a legal personality.
Tariff setting authority.	Yes
If yes, please provide the relevant legal/regulatory provisions:	The Authority has new powers applicable to the motorways under concession. The Authority is, firstly, responsible for ensuring the proper functioning of the system of motorway toll tariffs (Article L. 122-7 of the Highway Code).
Dispute resolution authority.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
39. Are foreign companies restricted from	No

repatriating the income resulting from the operation of a PPP project?	
If yes, please provide the relevant legal/regulatory provisions:	n/a
40. 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:	Pursuant to Article R.2194-6 of the Public Procurement Code, change of economic operator is possible in the following cases : 1) Pursuant to a review clause or an option set to article R.2194-1; 2) In the case of an assignment of the procurement, after an original owner of the restructuring transaction, provided that such assignment does not entail other substantial modifications and is not performed in order to avoid the procurement obligations of advertising and competitive bidding. The new owner must meet the conditions that were set by the buyer for participation in the initial public procurement procedure;
40.1. 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 two years of commercial operation).	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a

Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.	<p>Yes</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	<p>Pursuant to Article R.2194-6, the new owner must meet the conditions that were set by the buyer for participation in the initial public procurement procedure;</p>
41. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	<p>Pursuant to Articles L 2194-1 and R.2194-1 et seq. of the Public Acquisition Code, modifications are possible in the following cases :</p> <ul style="list-style-type: none"> - Changes initially planned: the contract may be amended when the amendments, regardless of their amount, were provided for in the original contract documents in the form of review clauses, including price variation clauses or options that are clear, precise and unequivocal. These clauses indicate the scope and nature of the possible modifications or options as well as the conditions under which they may be used (R.2194-1) - More services have become necessary on the condition that a change of ownership is impossible for economic or technical reasons relating in particular to requirements of interchangeability or interoperability with existing equipment, services or installations purchased under the initial contract (R. 2194-2) - Unforeseen changes that a diligent buyer could not anticipate (R. 2194-5) - Replacement of initial owner of the contract (R. 2194-6) - Non substantial modifications, where the amendments, whatever their amount, are not substantial. A <p>An amendment is substantial, in particular, when at least one of the following conditions is met:</p> <ol style="list-style-type: none"> 1° It introduces conditions which, if they had been included in the initial award procedure, would have attracted more economic operators or allowed the admission of other economic operators or allowed the choice of a tender other than the one selected; 2° It modifies the economic balance of the contract in favour of the holder in a way that was not provided for in the initial contract;

	<p>3° It considerably modifies the object of the contract;</p> <p>4° It has the effect of replacing the initial holder by a new holder outside the cases provided for in Article R. 2194-6.(R. 2194-7)</p> <p>- Modification < 10% of the initial contract price</p>
41.1. 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:	n/a
41.2. If yes, 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:	<p>R. 2194-7 of the Public Acquisition Code provides that an amendment is substantial, in particular, when at least one of the following conditions is met:</p> <p>1° It introduces conditions which, if they had been included in the initial award procedure, would have attracted more economic operators or allowed the admission of other economic operators or allowed the choice of a tender other than the one selected;</p> <p>2° It modifies the economic balance of the contract in favour of the holder in a way that was not provided for in the initial contract;</p> <p>3° It considerably modifies the object of the contract;</p> <p>4° It has the effect of replacing the initial holder by a new holder outside the cases provided for in Article R. 2194-6.</p>
41.2.1. If yes, is there a threshold for which a new tendering process is required?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	<p>Articles R. 2194-8 of the Public Acquisition Code provides that the contract may be amended where the amount of the amendment is below the European thresholds set out in the notice annexed to this Code and 10% of the amount of the initial contract for service and supply contracts or 15% of the amount of the initial contract for works contracts.</p>
and please elaborate:	<p>Thee contract may be amended however, the amount of the amendment must be below 10% of the amount of the initial contract for service and supply contracts or 15% of the amount of the initial contract for works contracts.</p>

A change in the risk allocation of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	Article R. 2194-7 of the Public Acquisition Code provides that an amendment is substantial, in particular, when at least one of the following conditions is met: 1° It introduces conditions which, if they had been included in the initial award procedure, would have attracted more economic operators or allowed the admission of other economic operators or allowed the choice of a tender other than the one selected; 2° It modifies the economic balance of the contract in favour of the holder in a way that was not provided for in the initial contract; 3° It considerably modifies the object of the contract; 4° It has the effect of replacing the initial holder by a new holder outside the cases provided for in Article R. 2194-6.
A change in the financial and/or economic balance of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	Article R. 2194-7 of the Public Acquisition Code provides that an amendment is substantial, in particular, when at least one of the following conditions is met: 1° It introduces conditions which, if they had been included in the initial award procedure, would have attracted more economic operators or allowed the admission of other economic operators or allowed the choice of a tender other than the one selected; 2° It modifies the economic balance of the contract in favour of the holder in a way that was not provided for in the initial contract; 3° It considerably modifies the object of the contract; 4° It has the effect of replacing the initial holder by a new holder outside the cases provided for in Article R. 2194-6.
A change in the duration of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	R. 2194-7 of the Public Acquisition Code provides that an amendment is substantial, in particular, when at least one of the following conditions is met: 1° It introduces conditions which, if they had been included in the initial award procedure, would have attracted more economic operators or allowed the admission of other economic operators or allowed the choice of a tender other than the one selected; 2° It modifies the economic balance of the contract in favour of the holder in a way that was not provided for in the initial contract; 3° It considerably modifies the object of the contract; 4° It has the effect of replacing the initial holder by a new holder outside the cases provided for in Article R. 2194-6.
A change in the agreed price or tariff or annuity payments.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	R. 2194-7 of the Public Acquisition Code provides that an amendment is substantial, in particular, when at least one of the following conditions is met: 1° It introduces conditions which, if they had been included in the initial award procedure, would have attracted more economic operators or allowed the admission of other economic operators or allowed the choice of a tender other than the one selected;

	<p>2° It modifies the economic balance of the contract in favour of the holder in a way that was not provided for in the initial contract;</p> <p>3° It considerably modifies the object of the contract;</p> <p>4° It has the effect of replacing the initial holder by a new holder outside the cases provided for in Article R. 2194-6.</p>
41.6. Can the procuring/contract management authority modify a PPP contract unilaterally?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	<p>Pursuant to Article L2194-2 of the Public Acquisition Code, when the procuring entity unilaterally makes a modification to an administrative contract subject to this Code, the contracting partner is entitled to maintain the financial balance of the contract, in accordance with the provisions of 4° of Article L. 6. Article L6 provides that If concluded by legal persons governed by public law, contracts covered by this Code are administrative contracts. And as such:(1) The contracting authority shall exercise a power of control over the performance of the contract, in accordance with the procedures set out in this Code, the special provisions or the contract;(2) Contracts which have as their object the performance of a public service shall respect the principle of continuity of the public service;(3) When an event external to the parties occurs, which is unforeseeable and temporarily disrupts the balance of the contract, the contracting partner, who continues to perform it, is entitled to compensation;(4) The contracting authority may unilaterally amend the contract under the conditions provided for in this Code, without disturbing its balance. The other party is entitled to compensation, subject to the provisions of the contract;(5) The contracting authority may unilaterally terminate the contract under the conditions provided for in this Code. Where termination is in the public interest, the other party is entitled to compensation, subject to the provisions of the contract.</p>
42. Does the regulatory framework (including standard contractual clauses) expressly address 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:	<p>Article L. 2195-2 of the Public Acquisition Code: “The buyer [procuring entity] terminate the contract in the event of force majeure”. In addition, according to administrative case law, force majeure allows the contracting partner to be released from contractual obligations that he cannot fulfil due to the occurrence of force majeure.</p>
Material Adverse Government Action	Yes

If yes, please provide the relevant legal/regulatory/standard contractual provisions:	No specific provisions under the relevant legal framework but several decisions in administrative case law: “fait du prince” theory: CE, 20 May 1904, Compagnie marseillaise de navigation. If the court recognizes the fact of the prince, it will grant the other party compensation fully repairing the damages suffered, provided however that the victim suffered harm specifically affecting the result or at least of interference with an essential element of administrative contract in question (i.e. the theory does not allow for compensation for loss resulting from normal hazards of the contract).
Change in the Law.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	No specific provisions under the relevant legal framework but several decisions in administrative case law: “fait du prince” theory: CE, 20 May 1904, Compagnie marseillaise de navigation. If the court recognizes the fact of the prince, it will grant the other party compensation fully repairing the damages suffered, provided however that the victim suffered harm specifically affecting the result or at least of interference with an essential element of administrative contract in question (i.e. the theory does not allow for compensation for loss resulting from normal hazards of the contract).
Refinancing.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
Subcontracting and replacement of the subcontractors.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	<p>According to article L.2193-3 of the Public Acquisition Code: the holder of a public contract may, under his responsibility, subcontract the execution of this public contract under the conditions laid down by the law of 31 December 1975 referred to above. However, purchasers may require that certain essential tasks be carried out directly by the holder.</p> <p>Article L.2193-8 adds that where the amount of subcontracted services appears to be abnormally low, the buyer shall require the trader to provide him with details and justifications concerning the amount of these services, and Article L.2193-9 that If, after verification of the justifications provided by the economic operator, the buyer establishes that the amount of subcontracted services is abnormally low, he rejects the offer when subcontracting takes place at the time of submission of the tender or does not accept the proposed subcontractor when the subcontract application is submitted after the tender has been submitted, under conditions laid down by regulation.</p>
43. Does the regulatory framework (including standard contractual clauses) allow for alternative dispute resolution mechanisms in case of disputes arising from the	Yes

implementation of PPP contracts?	
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	<p>The Public Acquisition Code provides for different dispute resolution process:</p> <p>Article L. 2197-1 of the Public Procurement Code provides for conciliation and mediation: “The parties to an administrative contract may have recourse to a third party conciliator or mediator, under the conditions laid down in chapters I and II of title II of book IV of the Code on relations between the public and the administration.</p> <p>Article L. 2197-5 of the Public Procurement Code provides for transaction:: “The parties may resort to a transaction as provided for in article 2044 of the Civil Code”.</p> <p>Article L. 2236-1 of the Public Acquisition Code provides for arbitration: “The parties may resort to arbitration to settle disputes relating to the performance of partnership contracts, in accordance with French law”.</p>
43.1. If yes, is arbitration available as an option?: Domestic arbitration only	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	<p>According to Article L.2236-1, Buyers may resort to arbitration as regulated by Book IV of the Code of Civil Procedure for the settlement of disputes relating to the performance of partnership contracts, with application of French law.</p> <p>For the State, recourse to arbitration is authorized by decree taken from the report of the competent minister and the Minister of the Economy.</p>
Domestic arbitration and international arbitration	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	n/a
No	No
43.2. If applicable, are arbitration awards enforceable by local courts?	Yes
If yes, please elaborate and provide the relevant legal/regulatory/standard contractual provisions:	<p>According to Article 1479 of the French Code of Civil Procedure (Decree n 81-500 of 12 May 1981, Official Journal of 14 May 1981, amendment JORF of 21 May 1981)</p> <p>Rules governing interim enforcement of judgments apply to arbitral awards. On appeal or review action to vacate, the first president (of the court of appeal) or the judge having the management of the matter as soon as the matter is referred to him, may grant the exequatur to the arbitral award supported with a certificate of interim enforcement. He may also order the interim enforcement in the manner prescribed under Articles 525 and 526; his decision amounts to exequatur.</p> <p>Article 1484 of the Code of Civil Procedure provides: “The arbitral award shall, as soon as</p>

	it is rendered, have the force of res judicata with respect to the dispute it decides". It may be accompanied by provisional enforcement. It shall be notified by service unless the parties agree otherwise.
43.3. Are other Alternative Dispute Resolution (ADR) options available (including mediation or dispute resolution boards)?	Yes
If yes, please elaborate and provide the relevant legal/regulatory/standard contractual provisions:	<p>The Public Acquisition Code provides for different dispute resolution process:</p> <p>Article L. 2197-1 of the Public Procurement Code provides for conciliation and mediation: "The parties to an administrative contract may have recourse to a third party conciliator or mediator, under the conditions laid down in chapters I and II of title II of book IV of the Code on relations between the public and the administration.</p> <p>Article L. 2197-5 of the Public Procurement Code provides for transaction: "The parties may resort to a transaction as provided for in article 2044 of the Civil Code".</p> <p>Article L. 2236-1 of the Public Acquisition Code provides for arbitration: "The parties may resort to arbitration to settle disputes relating to the performance of partnership contracts, in accordance with French law</p>
44. 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:	n/a
44.1. If yes, which of the following options best describes the lender step-in	No

right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.	
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	n/a
The regulatory framework prescribes that a direct agreement should be signed with the lenders.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	n/a
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:	n/a
Other	No
Please specify:	n/a
45. Does the regulatory framework (including standard contractual clauses) expressly address the grounds for	Yes

termination of a PPP contract?	
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	<p>In all administrative contracts, the administration has the power to unilaterally terminate the contract on grounds of public interest, but this must be fully compensated for the damage suffered by the other party (CE Ass. 2 May 1958, Distillerie de Magnac-Laval, rec. p. 246).</p> <p>In addition, the Public Acquisition Code provides for six cases of termination of the contract (Articles L. 6, L. 2195-2 to L. 2195-6 of the Public Procurement Code):</p> <ul style="list-style-type: none"> - the case of force majeure faced by the buyer or the licensing authority, - the case of fault of sufficient seriousness on the part of the other party, where the contract is an administrative contract, - the case where a reason of general interest leads the buyer to terminate the contract, - the case where the performance of the contract cannot be continued without a modification contrary to the applicable rules, - the case of conviction by the Court of Justice of the European Union for a serious breach of obligations under European law, - and the case in which the holder is placed, during execution, in one of the cases of prohibition to tender.
45.2. If yes, does the regulatory framework (including standard contractual clauses) also address the consequences for the termination of the PPP contract?	<p>Yes</p>
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	<p>Article L.2235-1 of the Public Procurement Code : In case of termination by a judge, the Partnership Contractor is entitled to compensation for expenses incurred pursuant to the contract, which may include financial expenses related to the financing put in place as part of the overall mission entrusted to the holder, provided that they have been useful to the buyer.</p>
Unsolicited Proposals	
47. Are unsolicited proposals in France: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section G)	<p>No</p>
Explicitly allowed by the legal framework?	<p>No</p>
Not regulated by the legal framework, but do	<p>No</p>

happen in practice?	
Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section G)	Yes
If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions:	n/a
48. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 50)	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
48.2. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
49. Which of the following options best describes how the procuring authority ensures	No

<p>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>If yes, please specify and provide the relevant legal/regulatory provisions:</p>	n/a
<p>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</p>	No
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	n/a
<p>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</p>	No
<p>Please elaborate and provide examples:</p>	n/a
<p>50. Does the procuring</p>	No

<p>authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</p>	
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>n/a</p>
<p>51. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>n/a</p>
<p>and the time in calendar days:</p>	<p>n/a</p>
<p>52. Does the procuring authority use any of the following incentive mechanisms to reward/compensate the submission of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.</p>	<p>No</p>
<p>Developer's fee (reimbursing the original proponent for the project development cost).</p>	<p>No</p>

Bid Bonus.	No
Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).	No
Other	No
Please specify:	n/a
Please provide the relevant legal/regulatory provisions:	n/a