

BENCHMARKING INFRASTRUCTURE DEVELOPMENT 2020 IN URUGUAY - 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>PPPs in Uruguay are regulated by the following laws and regulations on which this analysis will be mainly based: a) Law 18.786 adopted in July 19, 2011, from now here in after “PPP Law”; b) Decree number 17/012 dated January 26, 2012, from here in after on “PPP Regulatory Decree”; c) Decree number 280/012 dated August 24, 2012 (modifies Decree 17/012) from here in after “Decree 280/012”; d) Decree number 251/015 dated September 14, 2015 from here in after “Decree 251/015”; e) In addition, decrees for taxation benefits were issued for PPP Projects: number 433/018, 592/018, 384/018, 591/018, 177/018, 188/018, 35/018, 99/018, 233/018, 591/018, 1243/017, 1183/017, 1017/017, 518/017, 060/17, 779/016, 556/016, 266/016, 43/016, 20/016, 326/015, 181/015, 75/015, 357/014, 127/013 and 045/013, plus the Guide for Recommendable Practices issued by the Ministry of Economy and Finances.</p>
and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	http://ppp.mef.gub.uy/1200/2/areas/marco-normativo.html
2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs that: Took place in or after June 2017 but BEFORE June 1, 2019?	Yes
Please describe:	Decree 313/017 amends article 34 of the PPP Regulatory Decree, providing a shorter period of not less than 30 business days for the best qualified tenderer to file all necessary documentation required for this stage, but allowing the Procuring Authority to execute a PPP contract even when the term to submit all the documentation has not been complied with, under reasonable grounds, with a previous opinion of the Ministry of Finance.
Are ongoing and/or are planned to be adopted AFTER June 1, 2019?	Yes
Please describe:	The government is evaluating a modification in the regulation related to auditors register. At the moment, this modification is under discussion. Additionally, Decree 214/019 modified some aspects of Decree 17/012, related to the acts that can be registered in the Register of Projects. The

	following decrees for taxation benefits were issued in 2019 for PPP Projects: 261/019, 322/019, 353/019.
2.2. For which of the following sectors is the above-mentioned regulatory framework applicable?: Transportation	Yes
please provide the relevant legal/regulatory provisions:	Article 3 of the PPP Law provides that under the limits established by the Constitution, PPP contracts may be entered into to develop infrastructure works, among others, in the following sector: road, railway, port and airport works. Rural road works shall be included within Road Works sectors.
Water Supply, Sewerage, Solid Waste Management and irrigation.	No
please provide the relevant legal/regulatory provisions:	n/a
Energy generation/transmission and distribution.	Yes
please provide the relevant legal/regulatory provisions:	Article 3 of the PPP Law provides that under the limits established by the Constitution, PPP contracts may be entered into to develop infrastructure Energy Infrastructure Works, without prejudice of that established by Decree-Law 14.694 (National Power Law) and Law 8.764 (ANCAP creation -Fuels, Alcohol and Portland National Administration-).
ICT	No
please provide the relevant legal/regulatory provisions:	n/a
Social Infrastructure	Yes
please provide the relevant legal/regulatory provisions:	Article 3 of the PPP Law, Section D: Social infrastructure works, including prisons, health centers, educational centers, community housing, sport facilities and urban improvement, furnishing and development. These agreements may also be made for land settlements, which due to their location, surface and agricultural features may be economically appropriate for colony settlements, pursuant to Law 11.029 (Creation of National Board for Colonization), under the wording of Article 15 of Law 18.187. In particular, the agreements may include collective interest services as mentioned in Article 48 as well as the facilities referred by Article 52 of Law 11.029. Nevertheless, the PPP contracts may never include: I) Educational services when it concerns Educational Centers; II) Health services when it concerns Health Centers; and III) Security, health and reeducation services when it concerns prisons.
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 or restricts PPPs in any of the	No

following sectors?: Transportation	
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.2 Water Supply, Sewerage, Solid Waste Management and irrigation	Yes
If yes, please provide the relevant legal/regulatory provisions:	According to article 3 of the PPP Law, services that are to be rendered exclusively by the State and activities granted by law in monopoly in favor of the State are excluded from PPP contracts. According to article 47.3 of the Constitution of Uruguay potable water and sewage public service must be delivered exclusively and directly by State entities.
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:	According to Article 3 of the PPP Law, PPPs contracts may never include a) education services when it concerns educational centers; b) health services when it concerns health: centers; c) security, sanitary and prisoner reeducation services in the case of prisons or jails; and d) services that are to be rendered exclusively by the State and activities granted by law in monopoly in favor of the State are excluded from PPP procurement.
3.6. Other.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
4. Please identify the PPP procuring authorities in Uruguay and provide their website(s) (if available):	The Public Administration in general, or each entity that represents it, can be a procuring authority, according to Article 2 of PPP Law, that says that PPP contracts are those in which the Public Administration commissions a private party, for a specific amount of time the design, construction and operation, or any of the above, besides the financing of an infrastructure. All PPP projects can be found at http://ppp.mef.gub.uy/17716/16/areas/project-portfolio.html The Ministry of Transportation and Public Works will be considered the most relevant authority, taking into consideration our case study assumptions: http://www.mtop.gub.uy/
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):	PPP Project Unit “Unidad de Proyectos de Participación Público-Privada:” https://AM32/www.mef.gub.uy/583/2/areas/participacion-publico-privada---uruguay.html . National Corporation for the Development (“CND”): https://www.cnd.org.uy/
the year of establishment:	PPP Project Unit: 2011; CND: 1985
and the relevant legal/regulatory basis:	PPP Project Unit “Unidad de Proyectos de Participación Público-Privada” created by Law No. 18.786 July 19, 2011 (PPP Law), article 13. https://www.mef.gub.uy/583/2/areas/participacion-publico-privada---uruguay.html . Besides the PPP Project Unit, the National Corporation for the Development (“CND”, a private entity subject to public regulation, created by Law N 15.785), may also participate in the PPP process. Article 10 of the PPP Law provides that the Procurement Authority may hire the CND for “structuring” PPP projects (including: counseling and elaboration of previous studies, counseling in the procuring terms, bid analysis, collaborate with the Technical commission, and counseling in the elaboration of control and follow up systems). Moreover, Article 11 of the PPP Law sets forth that the Executive Power may request the CND to structure and implement PPP Projects which could afterwards be assigned to the private sector.
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 and/or private sectors in national and international forums.	Yes
Technical support in implementing PPP projects.	Yes
Identification and selection of PPP projects from the pipeline.	No
Revision of fiscal risks borne by the Government.	Yes
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:	Yes
Please specify:	a) Budgetary aspects, b) risk assessment, c) bankability and seeking for interaction with financial institutions, both national and international, for the

	<p>structuring of the financing aspects of PPP Projects, d) assistance on taxation benefits, accountability and accounting terms and conditions of PPP Projects, e) approval of preliminary studies and contractual terms, f) contract management of economic aspects, g) recommending the hiring of external auditors for PPP Projects (recommendation to the Procuring Authorities).</p>
<p>Please provide the relevant legal/regulatory provisions:</p>	<p>Article 13 of the PPP Law Creates the Public-Private Participation Projects Unit which will depend hierarchically on the Ministry of Economy and Finance, and will have the following tasks as regards the projects that are developed under the protection of this law:</p> <ul style="list-style-type: none"> A) Track economic and financial aspects. B) Verify compliance with budgetary aspects. C) Evaluate the associated risks. D) Carry out the analyzes and records that are committed to the Ministry of Economy and Finance in this law. <p>The regulations will establish their form of integration and their specific tasks. Additionally, article 6 of the PPP Regulatory Decree states: The Public-Private Participation Projects Unit will have the following tasks:</p> <ul style="list-style-type: none"> a) Approve, prior report from the Office of Planning and Budget, the technical guidelines applicable to Public-Private Participation projects; best practice guides recommended; standardization of procedures; manuals, models and instruments that contribute to the design and execution of the aforementioned projects in a more effective and efficient way b) Track the financial and economic aspects related to Public-Private Participation projects and their execution c) Verify compliance with the budgetary aspects related to Public-Private Participation projects and their execution d) Evaluate the fiscal feasibility e) Evaluate the risks associated with the projects f) Evaluate the suitability of the implementation of the projects through private public participation contracts versus their implementation as public investment projects g) Perform the analyzes that are committed to the Ministry of Economy and Finance in Law No. 18.786 of July 19, 2011 h) Issue opinion on accounting treatment of contracts i) Define the methodology for quantification of the limits established in Article 62 of Law No. 18,786 of July 19, 2011 j) Analyze the reports that the contracting Public Administration will send to the Public-Private Participation Projects Unit, pursuant to compliance with Article 39 of Law No. 18,786 of July 19, 2011 k) Manage the registry of Public-Private Participation projects l) Manage the registry of external auditors of Public-Private Participation contracts m) Recommend to the Contracting Public Administration the contracting of external audits for the purposes of the control. <p>Furthermore, article 9 of the PPP Law provides: (Powers of the National Development Corporation regarding Public-Private Participation projects) .- Without prejudice to the tasks attributed by Law No. 15.785, of December 4, 1985 and other concordant and amending regulations, the National Corporation for Development will have the tasks indicated below:</p>

	<p>A) Develop and promote the execution of Public-Private Participation projects through the application of the best technical criteria and adherence to the principles and guidelines contained in this law.</p> <p>B) Develop the technical guidelines applicable to Public-Private Participation projects through the preparation of best practice guides, standardization of procedures and preparation of manuals, models and instruments that contribute to the design and execution of the aforementioned projects more effective and efficient. The dissemination of these will require the approval of the Ministry of Economy and Finance, after a report from the Office of Planning and Budget.</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 18 of PPP Law, the assessment studies and the procuring terms regulated in article 17 of the same law, shall be presented before the Planning and Budget Office and the Ministry of Finance for their consideration and evaluation, in order to issue a report about the project. The regulation to this article can be found in the PPP Regulatory Decree: Article 7: Ministry of Finance and Planning and Budget Office Pronouncement; Article 13: Prior assessment studies and their presentation to the Ministry of Finance and Planning and Budget Office Pronouncement; Article 15: When the public administration wants to implement a PPP shall communicate it to the Ministry of Finance in order to analyze the relevance of the project, etc.; Article 3 of Decree 251/015: The ministry of Finance has 30 days to issue a report regarding the studies of the project's eligibility; Article 18: Once the procuring entity has the favorable report to the eligibility of the project by the Ministry of Finance, it has to present to the Ministry of Finance an evaluation document related to all the project's financial aspects. Article 3 of Decree 251/015: The executive branch will not process or award any PPP contract that does not have the report, at all stages, from the Ministry of Finance.</p>
7.2. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?	Yes

<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>According to Article 19 of PPP Regulatory Decree, the project's procuring terms and the draft of the contract shall be presented to the Ministry of Finance for its consideration and approval, and to the Planning and Budget Office to the issue of the technical opinion. Both entities have 90 calendar days to do so. Any modification to the procuring terms and the draft of the contract shall have favorable opinion of both foresaid entities, which have 40 calendar days to do so. Article 3 of Decree 251/015: Approval of the terms of financial structuring, prior to the final award and contract signing, requires prior decision of the Ministry of Finance.</p>
<p>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>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>n/a</p>
<p>Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs (e.g., disclosing information about the public sector commitments on the PPP project).</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>According to Article 87 of PPP Regulatory Decree, all procuring authorities must submit to the PPP Unit, on a yearly basis, the projected cash flow and contingent liabilities arising from all projects for consideration and evaluation. PPP unit has the responsibility of validate this information and the the PPP unit send this information every year to the Parliament.</p>
<p>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).</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>Article 60 of the PPP Law regulates the accounting treatment for the commitments arising from PPPs: The accounting treatment of the obligations arising from a Public-Private Participation Contract will depend on the existence of a significant transfer of commercial risks in the construction and operation phase, that is when payments by the Public Administration Depend on the availability and quality of service or demand, according to the report made in accordance with the provisions of article 18 of this law. When there is risk transfer, payments to the contractor for investment made must be included in the investment budget corresponding to the fiscal year in which</p>

	<p>the investment is to be made. Whenever the Contracting Public Administration is a National Budget Subsection, payments within the Investment Budget of Item 24 “Miscellaneous Credits” will be included and the equivalent of the investment credit of the contracting Entity will be deducted. In those cases where there is no significant transfer of commercial risks in the construction and operation phase, the investment component will be considered budgetary expenditure within the corresponding Contracting Public Administration, to the extent that the investment is accrued and the deferred payments shall be considered as a liability. The National Accounts Office must identify, in an identifiable form, the registration of firm and contingent liabilities corresponding to Public-Private Participation Contracts and to report in each instance of Accountability, the estimated amount of the same in a separate form from the Public Debt, As well as the investment executed by Fiscal Year and by Budget. Additionally, article 62 of the PPP Law limits the total of direct and contingent liabilities originating from PPPs (calculated on net present value) to a 7% of the GDP and the total amount of annual commitments arising from PPPs to a 5 % of the GDP.</p>
<p>7.5. If yes, please indicate which of the following alternatives best describes the regulation: International Public Sector Accounting Standards (IPSAS).</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>n/a</p>
<p>Other international standard (e.g. European System of Accounts).</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>n/a</p>
<p>Other</p>	<p>Yes</p>
<p>Please specify and provide the relevant legal/regulatory provisions:</p>	<p>Accounting and reporting according to local standards. According to Article 87 of PPP Regulatory Decree, all procuring authorities must submit to the PPP Unit, on a yearly basis, the projected cash flow and contingent liabilities arising from all projects for consideration and evaluation. Article 60 of the PPP Law regulates the accounting treatment for the commitments arising from PPPs: The accounting treatment of the obligations arising from a Public-Private Participation Contract will depend on the existence of a significant transfer of commercial risks in the construction and operation phase, that is when payments by the Public Administration Depend on the availability and quality of service or demand, according to the report made in accordance with the provisions of article 18 of this law. When there is risk transfer, payments to the contractor for investment made must be included in the investment budget corresponding to the fiscal year in which the investment is to be made. Whenever the Contracting Public Administration is a National Budget Subsection, payments within the Investment Budget of Item 24 “Miscellaneous Credits” will be included and the equivalent of the investment</p>

	<p>credit of the contracting Entity will be deducted. In those cases where there is No significant transfer of commercial risks in the construction and operation phase, the investment component will be considered budgetary expenditure within the corresponding Contracting Public Administration, to the extent that the investment is accrued and the deferred payments shall be considered as a liability. The National Accounts Office must identify, in an identifiable form, the registration of firm and contingent liabilities corresponding to Public-Private Participation Contracts and to report in each instance of Accountability, the estimated amount of the same in a separate form from the Public Debt, As well as the investment executed by Fiscal Year and by Budget. Additionally, article 62 of the PPP Law limits the total of direct and contingent liabilities originating from PPPs (calculated on net present value) to a 7 % of the GDP and the total amount of annual commitments arising from PPPs to a 5 % of the GDP.</p>
<p>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?</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>n/a</p>
<p>and specify the website:</p>	<p>n/a</p>
<p>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.)?</p>	<p>Yes</p>
<p>If yes, please specify the relevant authority:</p>	<p>The Planning and Budget Office, which is the executive unit of the Presidency of Uruguay. One of its main functions is to advise the executive branch on the definition of economic and social strategy of the Government and the formulation of plans, programs and national and departmental policies consistent with it. Likewise, the Account Tribunal (Tribunal de Cuentas de la República, in Spanish) is an independent entity in charge of monitoring the implementation of budgets and control all the management related to the public finances.</p>
<p>and provide the relevant legal/regulatory provisions:</p>	<p>According to article 18 of PPP Law, the assessment studies and the procuring terms regulated by article 17 of the same law, shall be presented before the Planning and Budget Office and the Ministry of Finance to their consideration and evaluation, in order to issue a report about the project. The regulation to this article can be found in the PPP Regulatory Decree: Article 7: Ministry of Finance and Planning and Budget Office Pronouncement; Article 13: Prior assessment studies and their presentation to the Ministry of Finance and</p>

	<p>Planning and Budget Office Pronouncement; and Article 19 of PPP Regulatory Decree, the project's procuring terms and the draft of the contract shall be presented to the Ministry of Finance to its consideration and approval, and to the Planning and Budget Office to the issue of the technical opinion. Both entities have 90 calendar days to do so. Any modification to the procuring terms and the draft of the contract shall have favorable opinion of both foresaid entities, which have 40 calendar days to do so.</p>
<p>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?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>According to Article 19 of PPP Regulatory Decree, the project's procuring terms and the draft of the contract shall be presented to the Ministry of Finance to its consideration and approval, and to the Planning and Budget Office to the issue of the technical opinion. Both entities have 90 calendar days to do so. Any modification to the procuring terms and the draft of the contract shall have favorable opinion of both foresaid entities, which have 40 calendar days to do so. Likewise, the article 33 of the PPP Regulatory Decree indicates that the Court of Auditors (Tribunal de Cuentas) will intervene prior to the provisional awards and definitive of the expenses, being required of the latter a favorable report of Uruguay's Central Bank's Financial Analysis and Information Unit.</p>
<p>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 details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</p>	<p>No</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</p>	<p>Yes</p>

<p>to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</p>	
<p>If yes, please specify and provide the relevant legal/regulatory provisions:</p>	<p>This principle is guaranteed through the intervention of the Planning and Budget Office, located in the executive unit of the Presidency of Uruguay. One of its main functions is to advise the executive branch is the definition of economic and social strategy of the Government and the formulation of plans, programs and national and departmental policies consistent with it. The approval of the Planning and Budget Office is required to undertake PPPs as regulated by article 17 and 19 of the PPP Law. In addition, according to Article 18 of PPP Regulatory Decree, the Ministry of Finance must approve, as part of the Evaluation Documents, the consistency of future payments regarding the project with budgetary provisions. Also, according to articles 60 and 62 of PPP Law payments to the private partner should be included in the National Budget.</p>
<p>The procuring authority does not evaluate PPPs against existing government priorities.</p>	<p>No</p>
<p>Please elaborate and provide examples:</p>	<p>n/a</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 (cost-benefit analysis of the socio-economic impact of the PPP project)</p>	<p>Yes</p>
<p>Relevant legal/regulatory provision</p>	<p>Pursuant to the PPP Law, prior to the beginning of the procurement procedure, the procuring entity shall have an evaluation document about the viability and convenience of the project. Depending on the project, the prior evaluation could be divided in prefeasibility studies, feasibility studies and impact studies. The evaluation document shall include, among other aspects, comparative analysis with other alternatives of procurement that justify in legal, technical, economical and financial terms, the adoption of this particular way of procuring - Article 16.</p>
<p>Is there a specific methodology?</p>	<p>Yes</p>
<p>If yes, please elaborate</p>	<p>The Planning and Budget Office has on its website support material and methodologic guidelines that work as documents of reference for investment projects. The following link is a guide for the design and evaluation of investment projects. http://www.opp.gub.uy/images/guia_snip.pdf</p>
<p>10.2 Fiscal Affordability assessment, including the identification of the required</p>	<p>Yes</p>

long-term public commitments (explicit and implicit, direct and contingent liabilities)	
Relevant legal/regulatory provision	Pursuant to the PPP Law, previously to the beginning of the procurement procedure, the procuring entity shall have an evaluation document about the viability and convenience of the project. Depending on the project, the prior evaluation could be divided in prefeasibility studies, feasibility studies and impact studies. The evaluation document shall include, among other aspects, comparative analysis with other alternatives of procurement that justify in legal, technical, economical and financial terms, the adoption of this particular way of procuring - Article 16. Furthermore, the PPP Regulatory Decree in its Article 18 indicates that once the procuring entity has the favorable report to the eligibility of the project by the Ministry of Finance, it has to present to the Ministry of Finance an evaluation document related to all the project's financial aspects such as: financial models; quantitative analysis that shows that the procuring style proposed allows the Nation to obtain the highest VFM; and consistency of future disbursements linked to contract with their budgetary forecasts.
Is there a specific methodology?	No
If yes, please elaborate	n/a
10.3. Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision	According to the PPP Regulatory Decree article 18, once the eligibility favorable report by the Ministry of Finance and the Planning and Budget Office's report is issued to the procuring entity, it shall present an evaluation document that could include, among other aspects, a qualitative analysis that justifies the proposed risk allocation and that the adoption of the of this type of procuring is the most convenient to the satisfaction to the public goals. If this evaluation document is not included, the Ministry of finance will be able to request it, and have 60 calendar days after its reception to issue a report about it. Likewise, the procuring entity shall elaborate the procuring general terms and the draft contract which must include, among other requirements, the conditions and mechanisms of risk allocation between the procuring entity and the contractor - Article 19 PPP Regulatory Decree.
Is there a specific methodology?	Yes
If yes, please elaborate	The Ministry of Finance has on its website support material and methodologic guidelines that work as documents of reference for investment projects. The following link has the Value for Money Determination - Methodological Guide of the Public - Private Comparator for Public-Private Participation schemes in Uruguay, which contains in annex II the elements for risk assessment: https://www.gub.uy/ministerio-economia-finanzas/sites/ministerio-economia-finanzas/files/inline-files/manual_valor_por_dinero.pdf
10.4. Comparative assessment to evaluate whether a PPP is the best	Yes

option when compared to other procurement alternatives (i.e., value for money analysis, public sector comparator)	
Relevant legal/regulatory provision	<p>Pursuant to the PPP Law, previously to the beginning of the procurement procedure, the procuring entity shall have an evaluation document about the viability and convenience of the project. Depending on the project, the prior evaluation could be divided in prefeasibility studies, feasibility studies and impact studies. The evaluation document shall include, among other aspects, comparative analysis with other alternatives of procurement that justify in legal, technical, economical and financial terms, the adoption of this particular way of procuring - Article 16. Moreover, the PPP regulatory decree in its article 18, once the eligibility favorable report by the Ministry of Finance and the Planning and Budget Office's report is issued to the procuring entity, it shall present an evaluation document that could include, among other aspects, a quantitative analysis that shows that the proposed model of procurement is the that one that allows the government to obtain the greater VfM. Said analysis shall adjust to what is required by the Recommended Best Practices Guide Value for Money previously approved by the Ministry of Finance. On the side of unsolicited proposals the same PPP Regulatory Decree establishes in its article 46 that the National Corporation for Development will technically evaluate the proposal, and within the following 30 next calendar days, will issue a report to the Procuring entity, which includes -Literal C- whether the initiative can be executed through a PPP agreement, or whether there is any other alternative procurement modality that allows a better satisfaction of the of the public goals. To these effects, it shall accompany a comparative analysis with other procurement alternatives in technical, legal, economic and financial terms, and of social and environmental impact, that justify the informed option.</p>
Is there a specific methodology?	<p>Yes</p>
If yes, please elaborate	<p>The Ministry of Finance has on its website support material and methodologic guidelines that work as documents of reference for investment projects. The following link has the Value for Money Determination - Methodological Guide of the Public - Private Comparator for Public-Private Participation schemes in Uruguay https://www.gub.uy/ministerio-economia-finanzas/sites/ministerio-economia-finanzas/files/inline-files/manual_valor_por_dinero.pdf</p>
10.5. Financial viability or bankability assessment	<p>Yes</p>
Relevant legal/regulatory provision	<p>Pursuing the PPP Law, previously to the beginning of the procurement procedure, the procuring entity shall have an evaluation document about the viability and convenience of the project. Depending on the project, the prior evaluation could be divided in prefeasibility studies, feasibility studies and impact studies. the evaluation document shall include, among other aspects, comparative analysis with other alternatives of procurement that justify in legal, technical, economical and financial terms, the adoption of this particular way of procuring - Article 16. Article 1 of Decree 251/015: PPP Projects Unit</p>

	has the task to get in touch with the financial sector to facilitate financial structuring of PPP projects.
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	No
Relevant legal/regulatory provision	n/a
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	<p>Article 16 of the PPP Law, regarding the required assessments, states that the regulations will establish the scope, form and content of said prior evaluation, including, among others, the technical, commercial, financial, legal, environmental and economic and social impact areas.</p> <p>Article 44 of the PPP Regulatory Decree, regarding the Pre-feasibility study, provides the proponent must accompany their initiative with a prefeasibility study that demonstrates their feasibility at that level, which must be mandatory and in the order expressed: [...] h) Environmental analysis to assess its impact.</p>

	Additionally, Law 16.466 (Law of Environmental Impact Evaluation) provides the framework for said assessment.
Is there a specific methodology?	Yes
If yes, please elaborate	Decree 349/005, Regulation of Environmental Impact Assessment and Environmental Licenses, provides the methodology for said assessment.
10.8.1 Consultation process with affected communities explicitly included in the environmental impact assessment	Yes
Relevant legal/regulatory provision	A public hearing is a requirement established by Article 16 of Decree 349/005 (Regulation of Environmental Impact Assessment and Environmental Licenses) for all those projects classified in category C, i.e. those with potentially significant negative impacts, and considering the repercussions of cultural, social or environmental order.
Is there a specific methodology?	No
If yes, please elaborate	n/a
10.9. Social impact assessment	Yes
Relevant legal/regulatory provision	Article 16 of the PPP Law, regarding the required assessments, states that the regulations will establish the scope, form and content of said prior evaluation, including, among others, the technical, commercial, financial, legal, environmental and economic and social impact areas. Article 44 of the PPP Regulatory Decree, regarding the Pre-feasibility study, provides the proponent must accompany their initiative with a prefeasibility study that demonstrates their feasibility at that level, which must be mandatory and in the order expressed: [...] h) Environmental analysis to assess its impact. Additionally, Law 16.466 (Law of Environmental Impact Evaluation) provides the framework for said assessment.
Is there a specific methodology?	Yes
If yes, please elaborate	Decree 349/005, Regulation of Environmental Impact Assessment and Environmental Licenses, provides the methodology for said assessment.
10.9.1 Consultation process with affected communities explicitly included in the social impact assessment	Yes
Relevant legal/regulatory provision	A public hearing is a requirement established by Article 16 of Decree 349/005 (Regulation of Environmental Impact Assessment and Environmental Licenses) for all those projects classified in category C, i.e. those with potentially significant negative impacts, and considering the repercussions of cultural, social or environmental order.
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:	No
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?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 4 of the PPP Law requires that all actions carried out within the framework of PPP projects, with the limitations established in each case by the current regulations, shall be public and subject to control mechanisms.
specify the website:	http://ppp.mef.gub.uy/17716/16/areas/project-portfolio.html
please specify which of the assessments are published online: Socio-economic analysis	Yes
Fiscal Affordability assessment;	No
Risk identification and allocation;	Yes
Comparative assessment;	Yes
Financial viability;	Yes
Market sounding for private sector interest;	No
Market sounding for technological solutions;	No

Environmental impact assessment;	Yes
Social impact assessment;	Yes
12. Are tender/bidding documents made available online?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 21 of the PPP Decree requires the publication of the tender notice. Article 50 of the Decree No. 150/012 requires more in general the publication of the information corresponding to the tender procedures undertaken by any procuring authority.
If yes, please provide the website:	http://ppp.mef.gub.uy/17716/16/areas/project-portfolio.html
12.3. Do the tender documents include a draft PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 19 of the PPP Regulatory Decree indicates that the procuring entity shall elaborate the draft contract along with the bidding terms. This article also enumerates the requirements that must be contained in it.
13. Have standardized PPP model contracts and/or transaction documents been developed?	No
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	n/a
and provide the relevant legal/regulatory provisions:	n/a
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.	No
If yes, please specify the role of the procuring authority:	n/a
and provide the relevant legal/regulatory provisions:	n/a
14.4. Obtaining the possession of required land.	Yes
If yes, please specify the role of the procuring authority :	Projects developed under a PPP Scheme are public projects, and as such the one responsible for obtaining the possession of the relevant lands is the public authority, for example, through expropriation procedures. Once the possession is obtained by the public authority, it is transferred to the PPP contractor.
and provide the relevant legal/regulatory provisions:	According to article 59 of the PPP Law, regarding expropriations, for the purposes of the provisions of article 32 of the Constitution of the Republic,

	<p>expropriations of real estate destined for the execution of Public-Private Participation projects are declared of public utility.</p> <p>Declared of public utility and included in article 4 of Law N ° 3,958, of March 28, 1912 and its modifications, the real estate destined for the execution of Public-Private Participation projects defined in article 3 of the present law, therefore being subject to expropriation.</p> <p>Law N ° 3,958 provides the framework for the expropriation.</p>
14.7. Obtaining the required right of way.	Yes
If yes, please specify the role of the procuring authority :	<p>Projects developed under a PPP Scheme are public projects, and as such the one responsible for obtaining the possession of the relevant lands and right of way is the public authority, for example, through expropriation procedures.</p> <p>Once the possession is obtained by the public authority, it is transferred to the PPP contractor.</p>
and provide the relevant legal/regulatory provisions:	<p>According to article 59 of the PPP Law, regarding expropriations, for the purposes of the provisions of article 32 of the Constitution of the Republic, expropriations of real estate destined for the execution of Public-Private Participation projects are declared of public utility.</p> <p>Declared of public utility and included in article 4 of Law N ° 3,958, of March 28, 1912 and its modifications, the real estate destined for the execution of Public-Private Participation projects defined in article 3 of the present law, therefore being subject to expropriation.</p> <p>Law N ° 3,958 provides the framework for the expropriation.</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 required to meet detailed qualifications.	Yes
If yes, please specify and provide the relevant legal/regulatory provisions:	<p>Article 8 of the PPP Law establishes that for each PPP project the procuring authority Public Administration shall designate a Technical Commission to advise on all the stages of the procurement procedure. The Technical Commission will be composed of a minimum of three and a maximum of five members, two of them, at least, officials of the procuring authority. Its members must be suitably qualified in areas related to the object of the procurement process and at least one must possess a recognized technical expertise on the subject matter of the contract. Articles 2 and 3 of PPP Regulatory Decree further regulates the membership of the Technical Commission.</p>
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.	No
Please elaborate and provide examples:	n/a
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:	According to Articles 15 and 21 of the PPP Regulatory Decree, when the procuring entity intends to implement a public initiative under the PPP modality, it shall communicate it to the ministry of finance and that communication shall be published on the Ministry of Finance's website, and shall be submitted to the Projects Registry; and the public call for submission of bids will be published on the state procurement website without prejudice to other means deemed appropriate to ensure the publicity of the act. The publication must be made at least ninety calendar days prior to the date on which tenders should be submitted, respectively.
17.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	Government Public Procurement website: https://www.comprasestatales.gub.uy ; Ministry of Finance's website: http://ppp.mef.gub.uy
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)	No

to be allowed to bid in the public tender.	
If yes, please provide the relevant legal/regulatory provisions:	n/a
Requirement to have prior experience in the country to bid in the public tender.	No
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 21 of Decree No. 17/012: The public call for submission of bids will be published on the state procurement website without prejudice to other means deemed appropriate to ensure the publicity of the act. The publication must be made at least ninety calendar days prior to the date on which tenders should be submitted, respectively.
and the time in calendar days:	90
20.1. Open competitive tendering/bidding: Available	Yes
Default	No
Relevant legal/regulatory provision	According to article 19 of the PPP Law the procuring authority may use any competitive method, including bidding, auction, or any other that is not contrary to the general principles accepted in the current legislation.
20.2 Competitive tendering/bidding with pre-qualification stage (Restricted tendering): Available	Yes
Default	No
Relevant legal/regulatory provision	According to article 19 of the PPP Law the procuring authority may use any competitive method, including bidding, auction, or any other that is not contrary to the general principles accepted in the current legislation.
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	According to article 19 of the PPP Law the procuring authority may use any competitive method, including bidding, auction, or any other that is not contrary to the general principles accepted in the current legislation. Also article 20 of the PPP Law and article 54 and following of the PPP Regulatory Decree specifically regulate the Competitive Dialogue procedure.
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	No
Default	No
Relevant legal/regulatory provision	n/a
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)?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
21. Do the tender documents detail the procedure of the procurement process, providing the same information to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 19 of Decree No. 17/012 establishes the elements that must be contained in the tender document, among which is a description of the competitive process to be employed. Further the PPP Law sets forth the standard of equity and non-discrimination, which prevents the disclosure of non-public information to a single bidder.

	Article 20 of the PPP Regulatory Decree states: Public call to interested parties. The hiring procedure will begin with the public call to interested parties. The public call to interested parties to submit offers must contain at least the following information: [...] * Competitive hiring procedure to be used
22. Do the tender documents unambiguously specify the qualification requirements (or the prequalification requirements when applicable) making them available to all potential bidders as part of the tender notice/ invitation for bids?	Yes
If yes, please provide the relevant legal/regulatory provisions:	In general, Article 19 d) of the PPP Decree establishes that the tender documents must contain indication of the main factors to be considered to evaluate the offers, specifying the qualification and award criteria. This requirement is also expressly provided particularly in relation with Competitive Dialogue by article 55 of the PPP Regulatory Decree
22.2. Are there any parameters/limits to the qualification requirements to ensure that they do not unduly restrict competition of qualified bidders?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
23. Can potential bidders/tenderers submit questions to clarify the public procurement notice and/or the bidding/tender documents?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 21 of the PPP Law states: Presentation of the offers- The offers must include all the elements required and necessary for the realization of the project. The regulations will establish the conditions for such presentation, the required documentation, the forms for the opening of the offers, the possibility of formulating clarifications, rectifications or qualifications and the minutes that must be drawn up. Pursuant to article 54 of the PPP Regulatory Decree, bidders may submit requests for clarifications upon the opening of the bids. Moreover, bidders are entitled to present administrative enquiries requesting clarifications at all stages, based on articles 30 and 318 of the Uruguayan Constitution.
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	No

technologically neutral options?	
If yes, please provide the relevant legal/regulatory provisions:	n/a
and elaborate on the kind of innovations that are allowed:	n/a
23.4. If yes, is there a timeframe for the procuring authority to address questions and clarifications by bidders?	No
Please indicate the timeframe (number of calendar days to provide clarifications before the deadline):	n/a
and provide the relevant legal/regulatory provisions:	n/a
23.6. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
23.8. If yes, does the procuring authority extend the proposal submission deadline due to the modifications introduced in the bidding/tender documents?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
24. Besides questions and clarifications, can the procuring authority conduct a pre-bid conference?	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
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	No

in the pre-bid conference to all bidders?	
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
25. Does the procuring authority require the bidders to prepare and submit a financial model with their proposals / bids?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 34 of the PPP Regulatory Decree requires the presentation of a final Financial-Economical Plan prior to signing the contract by the provisional awardee
If no, please elaborate:	n/a
26. Does the procuring authority evaluate the 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 28 of the PPP Regulatory Decree provides that the offers must be evaluated in accordance with the terms established in the tender documents or terms of reference elaborated by the procuring entity.
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:	<p>According to article 22 of the PPP Law, regarding examination of bids, the criteria for the evaluation of bids must be stipulated in the corresponding specifications, according to the conditions established by the regulations. They may include various elements linked to the object of the contract, such as quality, price, the formula that can be used to review the remuneration related to the use of the work or the provision of the service, the term of execution or delivery of the benefit, the cost of use, the financial conditions of the economic benefits, the satisfaction of social needs, the profitability, the value and technical suitability of the proposal, the technical and economic solvency of the proponent, the guarantees, the aesthetic or functional characteristics, as well as any other relevant element for hiring.</p> <p>Additionally, article 29 of the PPP Regulatory Decree provides that in a first instance, the Technical Committee shall evaluate the bids considering the compliance of formal aspects and technical and financial requirements. The bids that substantially deviate from the requirements of the contractual terms may not be considered. The bids shall reasonably adjust to technical and financial requisites and the object stipulated in the contractual terms, taking in consideration the technical complexity of the call for bids.</p> <p>In a second instance, the Technical Committee shall evaluate the offers considering the requirements stipulated in the contractual terms and, if applicable, the following:</p>

	<ul style="list-style-type: none"> * The right understanding of the object of the contract and the contractual terms. * Background and experience of the bidder in matters regarding the object of the contract, and especially, the bidder's technical expertise and financial solvency. * The quality of the services to be rendered and the value and suitability of the bid. * Economic offer. * The formula used to review the remunerations related to the use of the works or service rendering. * The execution or delivery terms. * The operation cost and the financial conditions of the economic benefits. * Guaranties offered. * Aesthetic or functional features considered in the project, as well as any other relevant element for the contract. <p>Prior to the evaluation that is mentioned in the third subsection of this Article, the Technical Committee shall send a copy of the bids examined to the PPP Project Unit.</p>
26.4. If criteria other than price are used, does it have to be justified, objective and quantifiable?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
26.6. When price is used as one of the evaluation criteria, does the procuring authority provide a cost estimate?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Article 18 of the PPP Regulatory Decree states that once the report favorable to the eligibility of the project has been obtained or, failing that, the report issued by the Ministry of Economy and Finance where such evaluation is dispensed with, and the report issued by the Office of Planning and Budget referred to in the previous article, the contracting Public Administration must present an evaluation document which will include:</p> <p>a) Financial modeling from a private perspective with determination of the estimated remuneration to the contractor.</p>
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 outlined in the tender documents.	No
Please specify and provide the relevant legal/regulatory provisions:	n/a
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.	Yes
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:	Pursuant to section 23 of the PPP Law, the final result of the tender must be registered in the Project Registry administered by the PPP Unit. Also, according to article 32 of the PPP Regulatory Decree the provisional award resolution must be notified to all bidders and to the Court of Auditors. Finally, in practice, all acts related with the PPP procurement process are published in the government procurement electronic portal.
28.1. If yes, is the contract award notice published online?	Yes
If yes, please specify the website:	www.comprasestatales.gub.uy and http://ppp.mef.gub.uy/1201/2/areas/portafolio-de-proyectos.html
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:	According to the article 23 of the PPP Law, the definitive award will be notified to all the bidders. According to article 32 of the PPP Regulatory Decree the provisional award resolution will be similarly notified to all bidders.
If no, please elaborate:	n/a
29.2. 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

<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>Article 32 of the PPP Regulatory Decree establishes that in the provisional award resolution, the PPP will be awarded to the most convenient offer according the interests of the procuring entity and necessities of the service, giving express constancy of the fundamentals for which said that resolution is adopted.</p>
<p>29.4. If yes, does the procuring authority provide bidders/tenderers with the option of holding a debriefing meeting to discuss why their bid/tender was not selected?</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>n/a</p>
<p>30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow aggrieved unsuccessful bidders to challenge the award decision?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>Article 64 of the PPP Regulatory Decree (Decree 17/012) states that the contract shall be executed, within a period that may not be shorter than 10 working days nor longer than 30 working days, as from the day after the last notification of the final award, provided that there were no administrative recourses against the award. Further Section 317 of the Constitution provides a 10 day term on which all administrative acts (including bid awards) can be contested.</p>
<p>and the time in calendar days:</p>	<p>14</p>
<p>30.2. If yes, is the standstill period set out in the notice of intention to award?</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>n/a</p>
<p>31. Does the regulatory framework restrict material negotiations (for example price or scope) with the winning bidder between the award and the signature of the PPP contract?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>According to article 49 of the PPP Law modifications are only possible after the signature of the PPP contract.</p>
<p>32. Does the regulatory framework allow for complaint review mechanisms pertaining to the PPP bidding/tendering process?</p>	<p>Yes</p>

<p>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:</p>	<p>Article 317 of the Constitution provides that all administrative acts, including the decision to award a bid, can be contested filling a revocation plea within 10 days on which the decision is rendered. Depending on the position of procuring authority within the Administration, the type of plea, and timeframe to answer the plea will vary (i.e. whether it is highest administrative office, or its dependant on another office; and whether the procuring agency is overseen by the Executive Power). The plea of contesting party shall be deemed to be rejected if no answer is given in 150, 200 or 250 days after the plea have been filled (the plea is considered as implicitly rejected. This will allow the contesting party to fille an nulllity action, before the Contentious Administrative Court (Tribunal de lo Contesioso Administrativo), within 60 days after the plea was rejected either implicitly or explicitly (section 8 and 9 Law 15869).</p>
<p>32.1. If yes, is there a timeframe in which decisions on complaints are issued?</p>	<p>Yes</p>
<p>If yes, please elaborate the timeframe (number of calendar days to resolve):</p>	<p>150</p>
<p>and provide the relevant legal/ regulatory provisions:</p>	<p>Depending on the position of procuring authority within the Administration, the type of plea, and timeframe to answer the plea will vary (i.e. whether it is highest administrative office, or its dependent on another office; and whether the procuring agency is overseen by the Executive Power). The plea of contesting party shall be deemed to be rejected if no answer is given in 150, 200 or 250 days after the plea have been filled (the plea is considered as implicitly rejected. This will allow the contesting party to file an nullity action, before the Tribunal de lo Contesioso Administrativo, within 60 days after the plea was rejected either implicitly or explicitly (section 8 and 9 Law 15869).</p>
<p>32.2. If yes, are decisions subject to appeal?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/ regulatory provisions:</p>	<p>Article 317 of the Constitution provides that all administrative acts, including the decision to award a bid, can be contested filling a revocation plea within 10 days on which the decision is rendered. Depending on the position of procuring authority within the Administration, the type of plea, and timeframe to answer the plea will vary (i.e. whether it is highest administrative office, or its dependant on another office; and whether the procuring agency is overseen by the Executive Power). The plea of contesting party shall be deemed to be rejected if no answer is given in 150, 200 or 250 days after the plea have been filled (the plea is considered as implicitly rejected. This will allow the contesting party to fille an nulllity action, before the Contentious Administrative Court (Tribunal de lo Contesioso Administrativo), within 60 days after the plea was rejected either implicitly or explicitly (section 8 and 9 Law 15869).</p>
<p>32.3. If yes, is the original complaint and/or the appeal reviewed resolved by an independent administrative authority (other than the</p>	<p>Yes</p>

procuring authority or the courts)?	
If yes, please provide the relevant legal/regulatory provisions:	Article 307 of the constitution establishes the Contentious Administrative Tribunal (Tribunal de lo Contencioso Administrativo), a jurisdictional tribunal independent of the Judicial Power, and Law 15.524 provides its ordinance.
and identify the approving authority	Contentious Administrative Court (Tribunal de lo Contencioso Administrativo), a jurisdictional tribunal that is independent of the Judicial Power.
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:	<p>According to Article 4 of the PPP Law, all acts and agreements made under the framework of this Law shall abide by certain general principles and guidelines, among them: Transparency and publicity, so as to any acts carried out under the framework of PPP projects, with the limitations provided in each case by the regulations in force, shall be public and subject to control mechanisms. Additionally, Law on Access to Public Information No. 18,381 provides: Article 5 (Dissemination of public information) .- The obliged subjects must provide for the adequate organization, systematization and availability of the information in their possession, ensuring a wide and easy access to those interested.</p> <p>Public bodies, whether state or non-state, must disseminate the following minimum information on a permanent basis through their websites or other means: [...] E) Concessions, tenders, permits or authorizations granted, specifying the holders or beneficiaries thereof.</p>
33.1 A summary of the PPP contract: Available (e.g. by request or in the official gazette)	No
Available online	No
Website	n/a
Relevant legal/regulatory provision	n/a
33.2. The full PPP contract: Available (e.g. by request or in the official gazette)	Yes
Available online	Yes
Website	http://ppp.mef.gub.uy/1201/2/areas/portafolio-de-proyectos.html
Relevant legal/regulatory provision	<p>According to Article 4 of the PPP Law, all acts and agreements made under the framework of this Law shall abide by certain general principles and guidelines, among them: Transparency and publicity, so as to any acts carried out under the framework of PPP projects, with the limitations provided in each case by the regulations in force, shall be public and subject to control mechanisms. Additionally, Law on Access to Public Information No. 18,381 provides: Article 5 (Dissemination of public information) .- The obliged subjects must provide for the adequate organization, systematization and availability of the information in their possession, ensuring a wide and easy access to those</p>

	<p>interested.</p> <p>Public bodies, whether state or non-state, must disseminate the following minimum information on a permanent basis through their websites or other means: [...] E) Concessions, tenders, permits or authorizations granted, specifying the holders or beneficiaries thereof.</p>
33.3. All of the contract's annexes and appendixes: Available (e.g. by request or in the official gazette)	Yes
Available online	Yes
Website	http://ppp.mef.gub.uy/1201/2/areas/portafolio-de-proyectos.html
Relevant legal/regulatory provision	<p>According to Article 4 of the PPP Law, all acts and agreements made under the framework of this Law shall abide by certain general principles and guidelines, among them: Transparency and publicity, so as to any acts carried out under the framework of PPP projects, with the limitations provided in each case by the regulations in force, shall be public and subject to control mechanisms. Additionally, Law on Access to Public Information No. 18,381 provides: Article 5 (Dissemination of public information) .- The obliged subjects must provide for the adequate organization, systematization and availability of the information in their possession, ensuring a wide and easy access to those interested.</p> <p>Public bodies, whether state or non-state, must disseminate the following minimum information on a permanent basis through their websites or other means: [...] E) Concessions, tenders, permits or authorizations granted, specifying the holders or beneficiaries thereof.</p>
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	http://ppp.mef.gub.uy/1201/2/areas/portafolio-de-proyectos.html
Relevant legal/regulatory provision	<p>According to Article 4 of the PPP Law, all acts and agreements made under the framework of this Law shall abide by certain general principles and guidelines, among them: Transparency and publicity, so as to any acts carried out under the framework of PPP projects, with the limitations provided in each case by the regulations in force, shall be public and subject to control mechanisms. Additionally, Law on Access to Public Information No. 18,381 provides: Article 5 (Dissemination of public information) .- The obliged subjects must provide for the adequate organization, systematization and availability of the information in their possession, ensuring a wide and easy access to those interested.</p> <p>Public bodies, whether state or non-state, must disseminate the following minimum information on a permanent basis through their websites or other means: [...] E) Concessions, tenders, permits or authorizations granted, specifying the holders or beneficiaries thereof.</p>
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>According to the article 85 of the PPP Regulatory Decree, the procuring Authority may perform the control and monitoring itself or through third parties- hiring them according to TOCAF- or hiring Corporation National Development as trustee. In the terms of references, the Procuring Authority must define which is the contract control scheme that will be used, and it will established as part of the offer to present the cost associated with this control.</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>Yes</p>
Relevant legal/regulatory provisions:	<p>Article 67 and 68 of the PPP Regulatory Decree establish the possibility of establishing an external auditor for the oversight and evaluation of the PPP contract implementation. The PPP unit may recommend the procuring authority to use this external auditors.</p>
Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa	<p>No</p>
Relevant legal/regulatory provisions:	<p>n/a</p>
Elaboration of a PPP contract management manual or an equivalent document	<p>Yes</p>
Relevant legal/regulatory provisions:	<p>According to Article 66 of PPP Regulatory Decree the Contracting Administration must perform bi-yearly reports regarding contract status to be submitted to the PPP Unit. These must be prepared in accordance with the Guidelines for Control and Monitoring Reports by the Ministry of Finance.</p>
Establishment of personnel training programs (i.e., initial training and continued training throughout the course of the project)	<p>No</p>
Relevant legal/regulatory provisions:	<p>n/a</p>
Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines,	<p>No</p>

specific processes, insurance regime, etc.)	
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 select only one): The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications.	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
The PPP contract management team members are required to meet sufficient qualification without specific details.	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
The PPP contract management team members are not required to meet any specific qualifications.	Yes
Please elaborate and provide examples:	According to articles 39 - 41 of the PPP Law, the Procuring Authority shall perform the control of the contract. However, there are no specific qualifications required for the team members.
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 performance, etc.)?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>PPP Regulatory Decree articles 66 to 68. The Ministry of Finance issued Guidelines for the presentation of Control and Monitoring Reports. It can be found in this link http://ppp.mef.gub.uy/innovaportal/file/10000/7/2015-05-14-guia-de-control-y-seguimiento.pdf</p> <p>The articles state: Article 66 of the PPP Regulatory Decree states:- Control competence</p> <p>The contracting Public Administration will be the competent one to control the fulfillment of the contract and must inform the Public-Private Participation</p>

	<p>Projects Unit, on a semi-annual basis, the status of compliance with it and any substantial alteration or breach within ten business days. of verified this circumstance. For these purposes, substantial alteration shall be understood as any intention of unilateral, bilateral or renegotiation modification of the contract.</p> <p>The reports mentioned in the preceding paragraph should be prepared following the Best Practices guidelines - Guide for the presentation of control and monitoring reports by the Ministry of Economy and Finance and the Office of Planning and Budget.</p> <p>Article 67 of the PPP Regulatory Decree - Instruments for exercising control powers</p> <p>For the exercise of the functions of comptroller, the contracting Public Administration will have broad powers and may use different instruments for the exercise of functions such as information requirements, external audits, performance evaluation, inspections and expert opinions.</p> <p>For this purpose, the contractor, subcontractors and suppliers of the main contractor will be obliged to provide, at the request of the contracting Public Administration, all the information and documentation related to the fulfillment of the contract that it requires, without being able to oppose in this respect the trade secret.</p> <p>In the event that the contracting Public Administration requires external audit services, the auditor must be registered in the Registry of Auditors to be administered by the Public-Private Participation Projects Unit.</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)?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
36.2. If yes, is the PPP contract construction performance information made publicly available online?	No
If yes, please specify the website:	n/a
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:	PPP Regulatory Decree articles 66 to 68. The Ministry of Finance issued Guidelines for the presentation of Control and Monitoring Reports. It can be found in this link http://ppp.mef.gub.uy/innovaportal/file/10000/7/2015-05-

	<p>14-guia-de-control-y-seguimiento.pdf</p> <p>The articles state: Article 66 of the PPP Regulatory Decree states:- Control competence</p> <p>The contracting Public Administration will be the competent one to control the fulfillment of the contract and must inform the Public-Private Participation Projects Unit, on a semi-annual basis, the status of compliance with it and any substantial alteration or breach within ten business days. of verified this circumstance. For these purposes, substantial alteration shall be understood as any intention of unilateral, bilateral or renegotiation modification of the contract.</p> <p>The reports mentioned in the preceding paragraph should be prepared following the Best Practices guidelines - Guide for the presentation of control and monitoring reports by the Ministry of Economy and Finance and the Office of Planning and Budget.</p> <p>Article 67 of the PPP Regulatory Decree - Instruments for exercising control powers</p> <p>For the exercise of the functions of comptroller, the contracting Public Administration will have broad powers and may use different instruments for the exercise of functions such as information requirements, external audits, performance evaluation, inspections and expert opinions.</p> <p>For this purpose, the contractor, subcontractors and suppliers of the main contractor will be obliged to provide, at the request of the contracting Public Administration, all the information and documentation related to the fulfillment of the contract that it requires, without being able to oppose in this respect the trade secret.</p> <p>In the event that the contracting Public Administration requires external audit services, the auditor must be registered in the Registry of Auditors to be administered by the Public-Private Participation Projects Unit.</p>
<p>37.1. If yes, which of the following tools does it include (check all that apply)?: Payments are linked to performance</p>	<p>Yes</p>
<p>Relevant legal/regulatory provisions:</p>	<p>Article 17 of the PPP Law: The Public-Private Participation Contracts must necessarily include, and notwithstanding the other stipulations necessary or agreed by the parties, the following aspects: [...] D) Remuneration of the contractor, which must break down the bases and criteria for the calculation of the investment, operating and financing costs and, where appropriate, of the income that the contractor can obtain from the exploitation of the works or equipment.</p> <p>E) Causes and procedures to determine the Variations in remuneration throughout the period of execution of the contract and applicable criteria regarding the maintenance of the balance of the economic-financial equation of the contract if applicable.</p> <p>F) Payment formulas and, in particular, conditions under which, at each expiration or within a certain period, the amount of payments pending to be paid by the contracting party and the amounts that the contractor must pay to it as a result of penalties or penalties, They may be subject to compensation.</p>

	<p>G) Control system by the contracting Public Administration applicable to the execution of the contract, especially with respect to performance objectives, as well such as the conditions under which it is authorized to make assignments or sub contracts. The operating costs of this system must be foreseen within the general cost structure of the project.</p>
<p>Performance is assessed against output/ Key performance indicators (KPI) set in the tender documents and the PPP contract</p>	<p>Yes</p>
<p>Relevant legal/regulatory provisions:</p>	<p>Article 17 of the PPP Law: The Public-Private Participation Contracts must necessarily include, and notwithstanding the other stipulations necessary or agreed by the parties, the following aspects: [...] D) Remuneration of the contractor, which must break down the bases and criteria for the calculation of the investment, operating and financing costs and, where appropriate, of the income that the contractor can obtain from the exploitation of the works or equipment. E) Causes and procedures to determine the Variations in remuneration throughout the period of execution of the contract and applicable criteria regarding the maintenance of the balance of the economic-financial equation of the contract if applicable. F) Payment formulas and, in particular, conditions under which, at each expiration or within a certain period, the amount of payments pending to be paid by the contracting party and the amounts that the contractor must pay to it as a result of penalties or penalties, They may be subject to compensation. G) Control system by the contracting Public Administration applicable to the execution of the contract, especially with respect to performance objectives, as well such as the conditions under which it is authorized to make assignments or sub contracts. The operating costs of this system must be foreseen within the general cost structure of the project.</p>
<p>The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract</p>	<p>Yes</p>
<p>Relevant legal/regulatory provisions:</p>	<p>Article 17 of the PPP Law: The Public-Private Participation Contracts must necessarily include, and notwithstanding the other stipulations necessary or agreed by the parties, the following aspects: [...] D) Remuneration of the contractor, which must break down the bases and criteria for the calculation of the investment, operating and financing costs and, where appropriate, of the income that the contractor can obtain from the exploitation of the works or equipment. E) Causes and procedures to determine the Variations in remuneration throughout the period of execution of the contract and applicable criteria regarding the maintenance of the balance of the</p>

	<p>economic-financial equation of the contract if applicable.</p> <p>F) Payment formulas and, in particular, conditions under which, at each expiration or within a certain period, the amount of payments pending to be paid by the contracting party and the amounts that the contractor must pay to it as a result of penalties or penalties, They may be subject to compensation.</p> <p>G) Control system by the contracting Public Administration applicable to the execution of the contract, especially with respect to performance objectives, as well</p> <p>such as the conditions under which it is authorized to make assignments or sub contracts. The operating costs of this system must be foreseen within the general cost structure of the project.</p>
The private partner must provide the procuring or contract management authority with periodic operational and financial data	Yes
Relevant legal/regulatory provisions:	According to article 41 of the PPP Law the private partner is required to provide the procuring entity with all information requested in order to facilitate the monitor and evaluation of the performance
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	Yes
Relevant legal/regulatory provisions:	According to article 39 of the PPP Law, the Contracting Administration shall monitor the compliance with the contract, informing the PPP Project Unit by-yearly. It shall also inform the Unit any substantial change or breach within ten working days of the verification of such change or breach. The PPP Unit may request the Contracting Authority at any time any information or documentation concerning the enforcement of contracts, as well as recommend hiring specific external audits to help ensure proper monitoring of contracts.
The PPP contract performance information must be available to the public (e.g. by request or in the official gazette/bulletin board)	Yes
Relevant legal/regulatory provisions:	According to Article 4 of the PPP Law, all acts and agreements made under the framework of this Law shall abide by certain general principles and guidelines, among them: Transparency and publicity, so as to any acts carried out under the framework of PPP projects, with the limitations provided in each case by the regulations in force, shall be public and subject to control mechanisms. Additionally, Law on Access to Public Information No. 18,381 provides: Article 5 (Dissemination of public information) .- The obliged subjects must provide for the adequate organization, systematization and availability of the information in their possession, ensuring a wide and easy access to those interested.

	Public bodies, whether state or non-state, must disseminate the following minimum information on a permanent basis through their websites or other means: [...] E) Concessions, tenders, permits or authorizations granted, specifying the holders or beneficiaries thereof.
The PPP contract performance information must be available online	Yes
If yes, please specify the website:	http://ppp.mef.gub.uy/1201/2/areas/portafolio-de-proyectos.html
Relevant legal/regulatory provisions:	<p>According to Article 4 of the PPP Law, all acts and agreements made under the framework of this Law shall abide by certain general principles and guidelines, among them: Transparency and publicity, so as to any acts carried out under the framework of PPP projects, with the limitations provided in each case by the regulations in force, shall be public and subject to control mechanisms. Additionally, Law on Access to Public Information No. 18,381 provides: Article 5 (Dissemination of public information) .- The obliged subjects must provide for the adequate organization, systematization and availability of the information in their possession, ensuring a wide and easy access to those interested.</p> <p>Public bodies, whether state or non-state, must disseminate the following minimum information on a permanent basis through their websites or other means: [...] E) Concessions, tenders, permits or authorizations granted, specifying the holders or beneficiaries thereof.</p>
38. Is there an economic/technical regulator to oversee the implementation of PPP contracts?	No
If yes, please provide it name and website:	n/a
and the relevant legal/regulatory provisions establishing its mandate:	n/a
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).	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Managerial autonomy (freedom to determine the use of its budget and organization of resources)	No
If yes, please provide the relevant legal/regulatory provisions:	n/a

Tariff setting authority.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Dispute resolution authority.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
39. Are foreign companies restricted from repatriating the income resulting from the operation of a PPP project?	No
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:	According to the Article 76 of the PPP Regulatory Decree, the contractor shall request the Procurement Authority express prior authorization to transfer all or part of the contract of public-private participation. This article establishes the procedure to do so.
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.	Yes
If yes, please provide the relevant	According to Article 76 of the PPP Law: "The contractor shall request the Procurement Authority express prior authorization to transfer all or part of the contract of public-private participation. The application should be addressed

legal/regulatory/standard contractual provisions:	to the contracting Public Administration and shall include, among others: the terms and conditions that will proceed to the assignment of the contract; precise delimitation of the scope of the assignment and object on which rests; a report endorsing the technical, economic and financial qualities of the transferee for the proper performance of the contract... “
41. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	The PPP Law has a chapter specifically dedicated to the Modification and Cession of the Contract. It is Chapter X, from Article 47 to Article 50. They indicate, among other aspects, that the PPP contract can include a faculty to the Administration to modify the contract; that the PPP contract may establish conditions, that once met, the parties may agree on their revision. Article 49 also establishes certain circumstances in which the contract can be renegotiated by request of one of the parties. Likewise, the article 73 of the PPP Regulatory Decree establishes the procedure to follow for the renegotiation of the contracts.
41.1. If yes, is an approval from a government authority, other than the procuring authority, required?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	According to Article 47 of the PPP Law and Article 71 to 73 of the PPP Decree any contract modification requires approval by the Ministry of Finance and the Planning and Budget Office
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:	Article 47 of the PPP Law regulates the possibility of including in the contract the right of the procuring authority to require modifications of the contract, but limits this to a 20 % of the original budget. Article 48 regulates the possibility of agree to review the contract, but limits this to a 50 % of the total budget (and up to just 30 % in the construction stage).
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:	Article 47 of the PPP Law regulates the possibility of including in the contract the right of the procuring authority to require modifications of the contract, but limits this to a 20 % of the original budget. Article 48 regulates the possibility of agree to review the contract, but limits this to a 50 % of the total budget (and up to just 30 % in the construction stage).

and please elaborate:	In accordance with the PPP Law, above the 20% threshold in the unilateral modification or the 50% or 30% whichever is applicable in the bilateral modification, a new tendering process would be required.
A change in the risk allocation of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
A change in the financial and/or economic balance of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	According to Article 48 of the PPP Law a change in the economic and financial balance allows any party to request a renegotiation. Article 49 A) of the PPP Law expressly refers to the right to request a renegotiation of the PPP Contract when changes imposed by the Procuring Authority alter or modify the financial/economic equation of the Contract. Moreover Article 49 B) confers the same right when the alteration in the financial/economic equation is caused by force majeure.
A change in the duration of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
A change in the agreed price or tariff or annuity payments.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
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:	Article 47 of the PPP Law regulates the possibility of including in the PPP Contract the right of the Procuring Authority to unilaterally modify the PPP Contract, but limits this to a 20% of the original budget.
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	Article 49 of the PPP Law indicates that the parties may request to renegotiate the PPP Contract when any of the 3 hypothesis thereby established occurs, one of them is the Literal B of the Article, and it says: When causes of Force

legal/regulatory/standard contractual provisions:	Majeure not foreseen at the moment of the celebration of the contract determine in direct manner the substantial rupture of the economic-financial equation of the contract at the moment of its celebration.
Material Adverse Government Action	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	Article 49 of the PPP Law indicates that the parties may request to renegotiate the PPP Contract when any of the 3 hypothesis thereby established occurs. One of them is the Literal A of the Article, and it says: When the Procuring Entity changes, for reasons of public interest, the parameters of costs and benefits expected when hiring, and all the following conditions are met: 1) the modification occurs after signing the contract and it has not been reasonably foreseen by the contractor at the time of its conclusion; 2) That the modification significantly alters the resulting economic and financial equation of the contract at the time of its conclusion; and 3) The amendment is relevant specifically in the scope of contract, and it is not produced by measures that seek an economic and financial effect of general scope.
Change in the Law.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
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:	Article 50 of the PPP Law and Article 75 of the PPP Regulatory Decree states that the PPP Contractor may enter into subcontracts except when the PPP Contract or the bid documents expressly prevent them from doing it.
43. Does the regulatory framework (including standard contractual clauses) allow for alternative dispute resolution mechanisms in case of disputes arising from the implementation of PPP contracts?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	Article 54 of the PPP Law establishes that for the settlement of disputes arising in connection with the application, interpretation , execution, performance and termination of PPP contracts, the parties shall recourse to arbitration. The arbitrators shall be appointed by mutual agreement by the parties, or in its defect, in accordance with the provisions of Article 480 of the General Code of Procedure and must rule according to law. The award of the Arbitral Tribunal shall be final.

43.1. If yes, is arbitration available as an option?: Domestic arbitration only	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	n/a
Domestic arbitration and international arbitration	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	Article 54 of the PPP Law establishes that for the settlement of disputes arising in connection with the application, interpretation, execution, performance and termination of PPP contracts, the parties shall recourse to arbitration. The arbitrators shall be appointed by mutual agreement by the parties, or in its defect, in accordance with the provisions of Article 480 of the Uruguayan General Code of Procedure and must rule according to law. The award of the Arbitral Tribunal shall be final. According to our contributors article 54 of the PPP Law allows for an International Arbitration. This also covers the possibility of Investor-State Dispute Settlement (ISDS) provided that the requirements established in the bilateral investment treaties and other applicable regulations are met
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:	Article 472 of the General Code of Procedure acknowledges and accepts arbitral resolutions of the arbitrators appointed by the parties, with Norestrictions except when the law expressly restrict them.
43.3. Are other Alternative Dispute Resolution (ADR) options available (including mediation or dispute resolution boards)?	No
If yes, please elaborate and provide the relevant legal/regulatory/standard contractual provisions:	n/a
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?	Yes
If yes, please provide the relevant	Article 80 of the PPP Law establishes the Guarantees to give by the Contractor. It says that the contractor of a PPP Project may constitute, in benefit of its creditors under the execution that contract, all kinds of personal or real

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

Please specify:	n/a
45. Does the regulatory framework (including standard contractual clauses) expressly address the grounds for termination of a PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	<p>The PPP Law, in its article 51, establish several causes for which the contract can be terminated. Those are: A) Compliance with the contract in accordance with the terms thereof and to the satisfaction of the Procuring Authority of the entire service. B) Expiration of the term or their extensions. C) Unilateral and anticipatory termination for breach of contract by the contractor. D) Rescue provided by the Procuring Entity, for reasons of public interest, in the terms provided in the regulations and the respective contract. E) Impossibility of performance as a result of measures taken by the State. F) Impossibility of performance of the contract as a result of a bankruptcy proceeding regarding the contractor. G) Occurrence of any cause that disables the contractor of effectively compliance of his obligations. H) Impossibility of performance by the contractor as a result of the existence of force majeure. If the fortuitous event or force majeure event would affect only the fulfillment of certain obligations of the contract, or those linked to part of the committed investment, and to the extent that the other obligations of the contract are subject to separate compliance, the parties they should agree, in accordance with the bases defined in the terms of reference, on adjustment of the legal, technical and economic terms of the contract, to bring it into compliance with the remaining obligations. I) Mutual agreement between the Procuring Entity and the contractor. J) In the other cases expressly provided in the contract.</p> <p>Article 51 of the PPP law</p>
45.2. If yes, does the regulatory framework (including standard contractual clauses) also addresses the consequences for the termination of the PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	<p>The PPP Law establishes certain situations, but it does not exhaust all the possibilities. The one that it refers to are: Article 52 (Intervention by the Procuring Authority.) If the unilateral and early termination of the PPP contract was available for breach of the Contractor, or if it happened the abandonment of the project by the contractor, the Procuring Authority may take over, for as long as necessary, the construction or operation of the facility in order to ensure the efficient, effective and uninterrupted service delivery. To this end, the Procuring Authority shall appoint an auditor "Interventor" who will have the necessary powers to ensure the compliance of the object of the contract. The Interventor will respond civil, criminal and administratively for the acts or willful or negligent omissions incurred in the performance of their duties. The intervention may not be extended for more than a twenty four months term. During that time, the Administration shall decide on the continuation or cessation of activities under the contract; and in the first case,</p>

	<p>proceeding to a new award under Articles 19 and following of this law or by public auction provided in Article 58, or possibly assuming itself such activities by its own means and by lawful expropriations, if they were pertinent. Likewise, Article 53 (Early Termination of the contract) says that in order to give the necessary time horizon for new investments and make a proper maintenance and in order to ensure the continuity of quality service delivery, the contractor and the Procuring authority may agree to conduct a new public tender within a period not exceeding five years prior to the termination of the contract. The process shall comply with the formal, substantive and procedural requirements contained in this Law as applicable and in accordance with established regulations. If the contractor is not awarded in the new tender, the contract shall terminate and be compensated for the remaining term, in the terms determined by regulation and contract.</p>
Unsolicited Proposals	
47. Are unsolicited proposals in Uruguay: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section G)	No
Explicitly allowed by the legal framework?	Yes
Not regulated by the legal framework, but do happen in practice?	No
Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section G)	No
f the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions:	The PPP Law in its Chapter VII (articles 34 to 38) establishes the general regulation for unsolicited proposals, further detailed in Chapter V of the PPP Regulatory Decree (article 42 to 53).
48. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 50)	Yes
If yes, please specify and provide the relevant legal/regulatory provisions:	Article 36 of PPP Law stipulates that the proponent shall present to the Development National Corporation (“Corporación Nacional para el Desarrollo”) the pre-feasibility study of the project. This submission shall be in accordance with the requirement expressed on Articles 43 to 46 of PPP Regulatory Decree
48.2. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	Yes

<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>According to Article 36 of the PPP Law, the proponent of the private initiative shall provide along with the initiate request a pre-feasibility study of the project. This submission shall be in accordance with the requirement expressed by the procuring authority. Based on this submission, pursuant to article 36 of the PPP Law and article 48 of the PPP Regulatory Decree, the procuring authority may accept, modify or reject the unsolicited proposal</p>
<p>49. Which of the following options best describes how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.</p>	<p>No</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions:</p>	<p>n/a</p>
<p>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>n/a</p>
<p>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</p>	<p>Yes</p>
<p>Please elaborate and provide examples:</p>	<p>While the regulatory framework does not include any provisions, the procuring authority evaluates the consistency of USPs with other government investment priorities in practice.</p>
<p>50. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>According to Article 36 of the PPP Law and Article 51 of the PPP Regulatory Decree, once the Procuring Entity has received the Budget and Planning Office and Ministry of Finance Report, it can continue the unsolicited proposal procedure with a public request for proposals.</p>
<p>51. Does the procuring authority grant a minimum period of time to additional</p>	<p>Yes</p>

prospective bidders (besides the proponent) to prepare their proposals?	
If yes, please provide the relevant legal/regulatory provisions:	The PPP Regulatory Decree indicates in its article 56 that the public request for proposals will be published on the public procurement website notwithstanding other convenient means to ensure the publicity of the act. The publication shall be made not less than 30 days prior to the date in which the proposals to participate must be submitted in the competitive dialogue or with not less than 45 days when it is deemed necessary or convenient the concurrence of proponents residing abroad.
and the time in calendar days:	45
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.	No
Developer's fee (reimbursing the original proponent for the project development cost).	Yes
Bid Bonus.	Yes
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:	The PPP Law in its article 37 establishes the unsolicited proponent rights. The unsolicited proponent shall enjoy the following rights and preferences: A) Obtain, once the final award of the contract has been made, the reimbursement of costs associated with the completion of the feasibility study, in case the project is not awarded to him. Such costs shall be borne by the successful bidder, which should be reported in the respective public call. B) Get a bonus of up to 10% (ten percent) on the valuation made of its offer respect to the best offer. Likewise, the unsolicited proponent will not pay the corresponding specifications or descriptive documents. In the event that for any reason the unsolicited proponent does not perform feasibility studies within the time limits established by the regulations, the Public Administration may perform them by itself or hire them accordance with procurement procedures appropriate, losing that any right to compensation or any benefit.