

BENCHMARKING PPP PROCUREMENT 2017 IN ITALY

Regulatory and Institutional Framework for PPPs	
Does the regulatory framework in your country allow procuring PPPs?	Yes
Yes. If yes, please specify the relevant regulatory framework and the year of adoption:	<p>PPPs in Italy are mainly regulated by Legislative Decree no. 163/2006 on the Code of Public Contracts regarding Works, Services and Supplies Implementing Directives 2004/17/EC and 2004/18/EC Legislative Decree April 12, 2006 [hereinafter "Public Contracts Code"] and its subsequent amendments (inter alia, Legislative Decree no. 152/2008, Law Decree no. 70/2011, converted into Law no. 106/2011, Law Decree no. 83/2012, converted into Law no. 134/2012, Law Decree no. 69/2013, converted into Law no. 98/2013, Law Decree no. 133/2014, converted into Law no. 164/2014) and the Presidential Decree no. 207/2010 on the implementation of the legislative decree 12 April 2006 n. 163, entitled "Code of Public Contracts for Works, Services and Suppliers in Implementation of Directives 2004/17/EC and 2004/18 /EC" [hereinafter "Implementing Regulation"]. PPPs are explicitly identified in Article 3 (15-ter) of the Public Contracts Code as contracts for one or more services such as design, construction, management or maintenance of a public work or public utility, or provision of a service, including in each case the total or partial private financing in different forms with the risk allocation in accordance with the requirements and the current EU guidelines. Public-private partnership contracts include, by way of example, works concession, the provision of services, leasing, custody of works by project finance, and joint enterprises. They may also fall among the tasks of Public Private Partnership reliance on general contractor where the consideration for the realization of the work both in whole or in part is connected to work availability for the customer or third party users. The previously mentioned provisions form the basis for analyzing PPPs in Italy in this Report.</p>
and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	<p>http://www.anticorruzione.it/portal/public/classic/AttivitaAutorita/NormativeDiSettore/_sommarioCodice</p>
Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors? Transportation.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Water and irrigation	No
If yes, please provide the relevant	n/a

legal/regulatory provisions:	
Energy generation and distribution	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Telecom	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Health	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Education	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Other	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 18 of Public Contracts Code, its provisions do not apply to public contracts issued and awarded on the basis of international agreements regulating the same acts - including particular procedures of an international organization-; pursuant to Article 19 of the same Code, PPPs' implementation is excluded in case of public-private deals concerning purchase of lands, broadcasting activities, Alternate Dispute Resolution (ADR) services, financial services, employment contracts, and some specific research and development agreements, as well as in case of public tenders mandatorily awarded to other public entities by virtue of special regulations; and pursuant to Article 24 of this Code, its provisions do not apply to tenders having the sole objective of re-sale and/or rent of a specific object.
Please identify the PPP procuring authorities in country_name and provide their website(s) (if available):	Any public authority in Italy may be a PPP procuring authority. The relevant public authority for the single PPP projects is identifiable with reference to the powers awarded to it by the legal framework (in particular on the basis of the competences set forth by art. 117 of the Italian Constitution). A list would include, but not be limited to, the central government, the regional and local administrations (provinces, municipalities); peripheral offices of the central government; national health service bodies, such as ANAS (motorways), Rete Ferroviaria Italiana (RFI) (railways). For the case study assumption identified, the Ministry of Infrastructure and Transportation http://www.mit.gov.it/ would be most relevant.
In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?	Yes

If yes, please indicate its name, and its website (if available):	The Presidency of the Council of Ministers - Department for Planning and Coordination of Economic Policy (DIPE) http://www.programmazioneeconomica.gov.it/ fulfills the specialized mandate of facilitating PPP programs. It previously was the Unità Tecnica Finanza di Progetto (UTFP): http://www.programmazioneeconomica.gov.it/unita-tecnica-finanza-di-progetto-utfp/ Ragioneria Generale dello Stato
If yes, what are the main responsibilities of the PPP Unit (check all that apply). PPP regulation.	No
PPP policy guidance and 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
Gatekeeping (approval of PPP projects).	No
Procurement of PPPs.	No
Oversight of PPP implementation.	No
Other	Yes
please specify:	Contributors provided that DIPE advises on agreements and business plans for key infrastructure, procedures to readjust business plans, tax relief measures allocated under Article 18 of Law 183/2011 Provisions for the Preparation of the Annual and Multiannual Budget of the State (Stability Act 2012), published in the Official Gazette on November 14, 2011, n . 265, S.O.; tax credits pursuant to Article 33 of Decree-Law 179/2012 on Further Urgent Measures for the Country's Growth, published in the Official Gazette, on October 19, 2012, n . 245, S.O. (Decreto Sviluppo Bis); approval of planning contracts and agreements between state and private concessionaires in accordance with Article 36 of Decree-Law 1/2012 on Urgent Provisions for Competition, Infrastructure Development and Competitiveness, published in the Official Gazette on January 24, 2012, n . 19 , S.O.
Preparation of PPPs	Score: 71
Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If yes, is a second approval by the	No

Ministry of Finance or Central Budgetary Authority required before signing the PPP contract?	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process?	Yes
If yes, please specify the relevant authority	For strategic infrastructure projects of primary national interest, the Ministry for Infrastructures and Transportation and the Interministerial Committee for Economic Planning (CIPE) (Comitato Interministeriale per la Programmazione Economica) approve the preliminary layout and the project.
and provide the relevant legal/regulatory provisions (if any):	Article 161 of the Public Contracts Code.
If yes, is a second approval by the same authority required before signing the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Does the government integrate the prioritization of PPP projects with all other public investment project prioritization? (e.g. in the context of a national public investment system)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 128 of the Public Contracts Code provides a 3-year program in identifying public works projects (exceeding the threshold of 100,000 Euros) that may fall under PPP categorization within a prioritization scheme. Paragraph 2 of this article provides, "In particular, contracting authorities identify priority needs that can be met through the implementation of works financed with private capital, as eligible for economic management." CIPA is included in the approval of such projects. Article 161 of the same Code identifies strategic infrastructure projects of national interest as falling under prioritized infrastructure projects when certain

	criteria are met, as set in paragraph 1-bis & 1-ter. Article 14 (1) (c) of the Implementing Regulation includes as a component of the feasibility study, "verification of the possibility of realization through public / private partnership contracts referred to in Article 3, paragraph 15-ter of the Code."
If yes, which of the following options best describes the way your government prioritizes PPP projects? (Please select only one). The regulatory framework provides for the inclusion of PPPs in the national public investment system and/or details a specific procedure to ensure the consistency of PPPs with other public investment priorities.	No
If yes, please specify:	n/a
The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.	Yes
The regulatory framework does not include any provisions.	No
Other	No
please specify:	n/a
Among the PPP projects procured within the last two (2) years, how many of them were prioritized along with all other public investment projects? Please elaborate:	Some of the projects
Which of the following assessments are conducted when identifying and preparing a PPP? (check all that apply): 10.1. Socio-economic analysis (cost-benefit analysis of	Yes

the socio-economic impact of the project)	
Relevant legal/regulatory provision (if any)	D.P.C.M. 3/8/2012 on the Implementation of Article 8, paragraph 3, of Legislative Decree 29 December 2011, n. 228 Concerning Guidelines for the Assessment of Investments related to the Public and Multi-Annual Planning Document of Investments in Public Works, published in the Official Gazette on November 22, 2012, n . 273 provides methodology on socio-economic assessments in Section I & II of (Allegato II).
Is there a specific methodology?	Yes
If yes, elaborate.	D.P.C.M. 3/8/2012 on the Implementation of Article 8, paragraph 3, of Legislative Decree 29 December 2011, n. 228 Concerning Guidelines for the Assessment of Investments related to the Public and Multi-Annual Planning Document of Investments in Public Works, published in the Official Gazette on November 22, 2012, n . 273 provides methodology on socio-economic assessments in Section I & II of (Allegato II).
Affordability assessment, including the identification of the required long term public commitments (explicit and implicit)	Yes
Relevant legal/regulatory provision (if any)	Articles 143 and 153 of the Public Contracts Code address a cost-benefit analysis that the contracting authority would undertake when determining that the investment exceeds a thirty-year time frame, and takes into account the percentage of the price of the project compared to the total amount of work. Determination (Determinazione) 10 of 2015 issued in September 23, 2015 by the National Anti-Corruption Authority on Guidelines for the Award of Public Works Concession Contracts and Services under Article 153 of Legislative Decree 12 April 2006, n. 163 ("PPP Guidelines") http://www.anticorruzione.it/portal/rest/jcr/repository/collaboration/Digital%20Assets/anacdocs/Attivita/Atti/determinazioni/2015/10/det.n.10.2015_.pdf provides in Article 3.2, guidance on the "Value of the Contracts" and identifies key elements of its calculation over the period of implementing PPPs.
Is there a specific methodology?	Yes
If yes, elaborate	PPP Guidelines provides in Article 3.2, guidance on the "Value of the Contracts" and identifies key elements of its calculation over the period of implementing PPPs. These include: a) the value of any form of option and any extension of the duration of the concession; b) the proceeds from the payment, by the users of works and services, tariffs and fines other than those levied on behalf of the contracting authority or entity contracting; c) payments or any financial benefit to the dealer in any form by the contracting authority or entity or by other administrations public, including compensation for the performance of a public service obligation and investment public subsidies; d) the amount of subsidy or any other financial benefit in any form conferred by a third party for the execution of the concession; e) revenue from the sale of assets belonging to the concession; f) the whole value of the goods and services made available to the dealer from contracting authorities or contracting entities, provided that they are necessary for the execution of works or the provision of services; g) any premium or payment to the candidates or tenderers.
Risk identification, allocation and assessment (risk matrix)	Yes

Relevant legal/regulatory provision (if any)	PPP Guidelines detail in Article 3.1 the distinctive elements of the concession with respect to the contract and allocation risk. It identifies risks connected to construction, availability, and demand, in addition to others common to all project types that occur in long period, such as financial, legal, political, and authoritative.
Is there a specific methodology?	Yes
If yes, elaborate	The PPP Guidelines detail in Article 3.1 the distinctive elements of the concession with respect to the contract and allocation risk. It identifies risks connected to construction, availability, and demand, in addition to others common to all project types that occur in long period, such as financial, legal, political, and authoritative. The Guidelines refer to Eurostat Decision of February 11, 2004 integrated and updated with the contents of the new European System of national and regional accounts published by Eurostat in May of 2013 (cd. "SEC2010") and the Manual on government deficit and debt public (Manual on Government Deficit and Debt - MGDD), published for the first time by Eurostat in 1999 and most recently updated in August 2014, which devotes Chapter 4 of Part VI to Public Private Partnerships, http://www.programmazioneeconomica.gov.it/unita-tecnica-finanza-di-progetto-utfp/documenti/ serves as a guidance tool in terms of risk matrix.
Financial viability or bankability assessment.	Yes
Relevant legal/regulatory provision (if any)	Articles 143, 144, 153(24-bis), & 160-bis of the Public Contract Code. Article 14 of the Implementing Regulation and PPP Guidelines Article 5.3(d) also discuss bankability assessment. Article 143(5) of the Public Contract Code provides that the contracting authorities, after an analysis of cost effectiveness, may provide the financial plan and in the agreement, as consideration, the transfer of ownership or right of use of real estate in their availability or purpose expropriated or the use of which enhancement is necessary to balance the economic and financial aspects of the concession. Article 144 (3-bis) provides that calls for proposals and its annexes, including, as appropriate, the draft contract and the financial plan, are defined to ensure adequate levels of work bankability. (3-ter) of the same Article provides that the call may provide that the offer is accompanied by a declaration signed by one or more donors institutes of expression of interest to finance the transaction, in consideration of the contents of the draft contract and the business plan.
Is there a specific methodology?	Yes
If yes, elaborate	The PPP Guidelines identify in Article 5.3(d) analysis on financial feasibility, which includes an analysis of the flows of expenditure and revenue for both the step of building for that management. It is to assess the cost elements (which support especially in the phase of construction of the work and for the corresponding maintenance) and revenue (which is realized when the construction phase is completed and begins the management of the work). The horizon reference period of time becomes a decisive factor in calculating the financial sustainability of a work, as well as the discount rate used to discount the cost flows and future revenue. In this phase, it must perform a risk analysis in time, considering design alternatives through the risk matrix. The risk matrix, as already mentioned, should disclose the nature of the risk and assigning: grantor, private partner or both. Please remember that a correct estimate of the costs and revenues, as well as representing an essential element for the proper allocation of risks, is a fundamental element for the work bankability.
Comparative assessment to evaluate whether a PPP is the best option when	Yes

compared to other procurement alternatives	
Relevant legal/regulatory provision (if any)	Article 14 of the Implementing Regulation provides the analysis of possible alternatives to the identified embodiment, when referring to the feasibility study. The PPP Guidelines Article 5.2 addresses the choice of intervention implementation model: public and private partnership contracts.
Is there a specific methodology?	Yes
If yes, elaborate	The PPP Guidelines Article 5.2 addresses the choice of intervention implementation model: public and private partnership or contract. It highlights main aspects of this analysis in: i. the presence of a legal and regulatory framework compatible with the intervention; ii. the existence of risks transferred to the private party; iii. the organizational capacity and the presence of the know-how of the public administration for undertake a PPP; iv. the opportunity to practice a tie payment system to preset quantitative levels and qualitative within the management; v. The tariffs on services to be delivered and the verification of collective consensus to pay such services.
Market assessment (showing evidence of enough interest in the market for the project)	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology?	n/a
If yes, elaborate	n/a
Among the PPP projects procured within the last two (2) years, for how many of them were all of the required assessments conducted? Please elaborate:	Some of the projects
Does the procuring authority include a draft PPP contract in the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Articles 144 (3-bis) & 153 (9) of the Public Contract Code provides the relative rules on project financing operations. Article 115 of the Implementing Regulation outlines a scheme for concessions contracts. Article 144 (3-bis) provides that calls for proposals and its annexes, including, as appropriate, the draft contract and the financial plan, are defined to ensure adequate levels of work bankability.
If no, please elaborate (provide examples):	n/a
Have standardized PPP model contracts and/or transaction documents been developed?	Yes

<p>If yes, please specify and provide a government- supported website where the mentioned standards are available or provide an electronic copy of them:</p>	<p>http://www.mef.gov.it/documenti-allegati/2015/Paper_24_novembre_2015 - 25-11-15_Finale.pdf and paragraph IV.1.1 of the publication by Ministero dell’Economia e delle Finanze entitled "A focus on PPPS in Italy."</p>
<p>Does the procuring authority obtain the permits necessary to develop and operate the PPP project before calling for tenders in any of the following areas? Environmental permits.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>Urban and zoning permits.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>Other permits.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>Does the procuring authority make available to PPPCo the necessary land or right of way to develop the PPP project (if any)? Land</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>If no, please elaborate (provide explanation):</p>	<p>There are no explicit provisions that discuss the procuring authority's role in this regard.</p>
<p>Does the procuring authority make available to PPPCo the necessary land or right of way to develop the PPP project (if any)? Right of way</p>	<p>No</p>

If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If no, please elaborate (provide explanation):	There are no explicit provisions that discuss the procuring authority's role in this regard.
Does the regulatory framework establish any exceptions where the preparation process described above does not apply or allows for a "fast track" procedure?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
What is the average number of calendar days that the procuring authority spends on each of the following activities to prepare a PPP project? Conducting the required assessments:	450
Obtaining the required approvals from other relevant authorities:	No Data
Preparing the draft PPP contract:	540
Obtaining any permits, land and/or right of way that the procuring authority must provide according to the regulatory framework:	No Data
PPP Procurement	Score: 75
Are the bid evaluation committee members required to meet specific qualifications?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any)	<p>Article 84 of the Public Contracts Code lists such requirements to ensure the members are experts in the specific field to which serves the object of the contract. This Article provides:</p> <p>2. The commission, appointed by the organ of the competent contracting authority to make the choice of the contractor who has the contract, is composed of an odd number of members, with a maximum number of five, experts in the specific field to which the object of the contract (1) .</p> <p>3. The committee is chaired by an executive rule of contracting and, in the case of organically absence, an official of the contracting authority in charge of top functions, appointed by the</p>

	<p>competent body (2).</p> <p>4. The different commissioners by the President should not have done or can do any other function or technical or administrative position in relation to whose custody the contract is (3).</p> <p>5 People who have played in the previous two-year period of public administrator charged cannot be appointed Commissioners concerning contracts awarded by the government from which they are providing the service.</p> <p>6. Excluded from successive positions of Commissioner who, as members of selection boards have contributed, with intent or gross negligence established in court with no suspended sentence, the approval of acts declared unlawful.</p> <p>7. Apply to the commissioners the causes of abstention provided by art. 51 cod. proc. civ.</p> <p>8. The other commissioners are selected by the president from among officials of the contracting authority. In the event of a demonstrated deficiency organically adequate professionalism, as well as in other cases provided by the Regulation of fulfillment of objective and identified needs, the different Commissioners by the president shall be chosen from officials of the contracting authorities referred to in Article. 3, paragraph 25, that is, with a rotation among the following categories (4):</p> <p>a) professionals, with at least ten years of enrollment in the relevant professional bodies, as part of a list, formed the basis of rose of candidates provided by professional bodies;</p> <p>b) university professors, as part of a list, formed on the basis of short lists provided by the faculties of membership (5) .</p> <p>9. The lists referred to in paragraph 8 shall be subject to at least two-year renovation (6).</p> <p>10. The appointment of the commissioners and the constitution of the Committee shall take place after the expiry of the deadline for submission of tenders.</p> <p>11. The expenses of the Board are included in the economic framework of the project between the amounts available to the contracting authority.</p> <p>12. In case of renewal of the tenders following the annulment of the award or the exclusion of canceling out any of the competitors, it is reconvened the same commission.</p>
If no, please elaborate (provide examples):	n/a
If yes, which of the following options best describes the required qualifications of the committee members? (Please select only one). The regulatory framework details the qualifications required and/or the specific membership of the bid evaluation committee.	Yes

<p>If yes, please specify:</p>	<p>Article 84 of the Public Contracts Code lists such requirements to ensure the members are experts in the specific field to which serves the object of the contract. This Article provides:</p> <p>2. The commission, appointed by the organ of the competent contracting authority to make the choice of the contractor who has the contract, is composed of an odd number of members, with a maximum number of five, experts in the specific field to which the object of the contract (1) .</p> <p>3. The committee is chaired by an executive rule of contracting and, in the case of organically absence, an official of the contracting authority in charge of top functions, appointed by the competent body (2).</p> <p>4. The different commissioners by the President should not have done or can do any other function or technical or administrative position in relation to whose custody the contract is (3).</p> <p>5 People who have played in the previous two-year period of public administrator charged cannot be appointed Commissioners concerning contracts awarded by the government from which they are providing the service.</p> <p>6. Excluded from successive positions of Commissioner who, as members of selection boards have contributed, with intent or gross negligence established in court with no suspended sentence, the approval of acts declared unlawful.</p> <p>7. Apply to the commissioners the causes of abstention provided by art. 51 cod. proc. civ.</p> <p>8. The other commissioners are selected by the president from among officials of the contracting authority. In the event of a demonstrated deficiency organically adequate professionalism, as well as in other cases provided by the Regulation of fulfillment of objective and identified needs, the different Commissioners by the president shall be chosen from officials of the contracting authorities referred to in Article. 3, paragraph 25, that is, with a rotation among the following categories (4):</p> <p>a) professionals, with at least ten years of enrollment in the relevant professional bodies, as part of a list, formed the basis of rose of candidates provided by professional bodies;</p> <p>b) university professors, as part of a list, formed on the basis of short lists provided by the faculties of membership (5) .</p> <p>9. The lists referred to in paragraph 8 shall be subject to at least two-year renovation (6).</p> <p>10. The appointment of the commissioners and the constitution of the Committee shall take place after the expiry of the deadline for submission of tenders.</p> <p>11. The expenses of the Board are included in the economic framework of the project between the amounts available to the contracting authority.</p> <p>12. In case of renewal of the tenders following the annulment of the award or the exclusion of canceling out any of the competitors, it is reconvened the same commission.</p>
<p>The regulatory framework requires generally sufficient qualification without</p>	<p>No</p>

detailing the specific qualifications required to be a member of the bid evaluation committee.	
The regulatory framework does not include any provisions.	No
Other	No
please specify:	n/a
Does the procuring authority issue a public procurement notice of the PPP?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	The public procurement notice is published in the Official Gazette, however other forms of direct advertising may be included, such as newspapers and institutional websites, according to Article 66 of the Public Contracts Code.
If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	The procuring authority website and http://www.gazzettaufficiale.it/30giorni/contratti;jsessionid=8dsO64+HY2LK6gwd+wu4VQ__.ntc-as4-guri2b , http://ted.europa.eu/TED/misc/chooseLanguage.do
Does the procuring authority grant the potential bidders a minimum period of time to submit their bids?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 70 of the Public Contracts Code identifies a fifty-two day minimum time period for open tenders. In restricted procedures, negotiated procedures with publication of a contract notice, and the competitive dialogue, the time limit for receipt of requests to participate cannot be less than thirty-seven days from the date of transmission of the notice.
and the time in calendar days :	52
Do the tender documents detail the stages of the procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 144 of the Public Contracts Code clarifies that the Commission acting to procure the good or service would detail whatever procedure it chooses to adopt to bidders. Annex IX A of this Code provides the contents of the contract notice that include: <ul style="list-style-type: none"> 1. Name, address, telephone number, fax number, electronic address of the contracting authority. 2. Indicate, if appropriate, whether it is a public contract is restricted to sheltered workshops, or whether its execution is restricted to the framework of protected job programs.

	<p>3. a) The award procedure chosen. b) Where applicable, justification for use of the accelerated procedure (in restricted and negotiated procedures). c) Where appropriate, indicate whether a framework agreement. d) Where appropriate, indicate whether a dynamic purchasing system. e) Where appropriate, an electronic auction (in the event of open, restricted or negotiated), as provided for in Article 56.</p> <p>4. Form of the contract.</p> <p>5. Place of execution / performance of the works, for delivery of products or the place of performance.</p>
If no, please elaborate (provide examples):	n/a
Does the procurement process include a pre-qualification stage to select a number of qualified bidders to present the full proposal?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The Public Contracts Code disciplines open and restricted procedures in Articles 55 and 144 (public works concessions). In particular, the pre-qualification stage characterizes the restricted procedure where economic operators submit their proposals on the basis of the "invitation letter". A pre-qualification stage is also envisaged in a specific procedure, the so-called "double tender procedure" within the project financing regulation (see Art. 153, Paragraph no. 15).
If yes, do the tender documents specify the prequalification criteria in order to make them available to all of the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Articles 55 and 62 of the Public Contracts Code approach this aspect with regards to different types of tenders. Where, in restricted procedures for services or supplies, or to work for an amount equal to or greater than forty million euro, as well as negotiated procedures with publication of a contract notice and the competitive dialogue whatever the object of the contract, the contracting authorities, when so requires the difficulty or complexity of the work, supply or service, may limit the number of suitable candidates they will invite to tender, to negotiate or to conduct a dialogue with, provided there is a sufficient number suitable candidates. In accordance with these provisions specifically, contributors provided that tender notices specify the prequalification criteria.
Among the PPP procurement processes conducted within the last two (2) years that had a prequalification stage, how many of them included prequalification criteria	Some of the projects

in the tender documents? Please elaborate	
Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 71 of the Public Contracts Code permits this procedure provided that inquiries have been requested in sufficient time, and additional information relating to the specifications and any supporting documents shall be supplied by the contracting authorities or by the relevant point</p>
If yes, does the procuring authority disclose those questions and clarifications to all of the potential bidders?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Practice</p>
Among the PPP procurement processes conducted within the last two (2) years where questions were submitted, in how many were the questions and clarifications disclosed to all of the potential bidders? Please elaborate:	<p>All of the projects</p>
Besides questions and clarifications, can the procuring authority conduct other types of dialogue with the potential bidders?	<p>Yes</p>
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	<p>In case of competitive dialogue (Dialogo Competitivo), contracting authorities open a dialogue the aim of which is to identify and define the means best suited to satisfying their needs, when contracts are "particularly complex." They can discuss all aspects of the contract with the potential bidders during this dialogue (Article 58 the Public Contracts Code).</p>
If yes, does the procuring authority disclose the content and the results of the dialogue to all of the potential bidders?	<p>Yes</p>

If yes, please provide the relevant legal/regulatory provisions (if any):	Article 58(7) of the Public Contracts Code ensures that the procuring authority upholds principles of non-discrimination and equal treatment of all participants when conducting a competitive dialogue. With regards to confidential information by one of the participants, their consent would be required to reveal such information (Article 58(8) of the Public Contracts Code).
Among the PPP procurement processes conducted within the last two (2) years where any other type of dialogue was conducted, in how many was the content and the result of the dialogue disclosed to all of the potential bidders? Please elaborate:	Some of the projects
Does the procuring authority require the bidders to prepare and present a financial model with their proposals ?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The bidders must prepare and submit an economic-financial plan according to Articles 143(7) and 153(9) of the Public Contracts Code.
If no, please elaborate (provide examples):	n/a
Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 83 of the Public Contracts Code provides that where a contract is entrusted with the most economically advantageous tender, the invitation to tender sets out the bid evaluation criteria, appropriate to the nature, object and characteristics of the contract, such as, but not limited to:</p> <ul style="list-style-type: none"> a) the price; b) quality; c) technical merit; d) the aesthetic and functional characteristics; e) the environmental characteristics and the reduction of energy consumption and the environmental resources of the work or product (1) ; f) the cost of use and maintenance; g) profitability; h) after-sales service; i) technical assistance; l) the date of delivery or the delivery or performance;

	<p>m) the commitment in the field of spare parts;</p> <p>n) security of supply and production origin;</p> <p>o) in the case of concessions, also the duration of the contract, the management arrangements, the level of rates and update policy to practice to reviewers.</p>
<p>Among the PPP procurement processes conducted within the last two (2) years, in how many of them was the evaluation of the bidders conducted in accordance with the criteria stated in the tender documents? Please elaborate:</p>	<p>All of the projects</p>
<p>In the case where only one proposal is submitted (sole proposals), does the procuring authority follow any special procedure before awarding the PPP?</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>If yes, what of the following options best describes the way the procuring authority deals with sole proposals? (Please select only one). The regulatory framework details a specific procedure that the procuring authority must follow before awarding a PPP contract where only one proposal is submitted.</p>	<p>n/a</p>
<p>Please specify:</p>	<p>n/a</p>
<p>The regulatory framework considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</p>	<p>n/a</p>
<p>The regulatory framework does not allow the award of a</p>	<p>n/a</p>

PPP contract if only one proposal is submitted.	
The regulatory framework does not include any provisions.	n/a
Other	n/a
please specify:	n/a
In practice, what is the average number of calendar days between the initial publication of the PPP public procurement notice and the award of the PPP? Number of calendar days:	365
Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	There are several sources where the award notice is published. Websites of the awarding authorities, the website of the Ministry of the Infrastructures and Transportation, the Official Gazette of Italy, and for contracts above EU threshold, the Official Journal of the European Union (Articles 65 & 66 of the Public Contracts Code).
If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	Publication would be on the awarding authority's website, which would include in this case the Ministry of Infrastructure and Transportation https://www.serviziocontrattipubblici.it/ricerca/cerca_appalti.aspx
Does the procuring authority provide all the bidders with the result of the PPP procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 79(2) of the Public Contracts Code provides the basis for a transparent awarding results notification process, which would include: a) any unsuccessful candidate of the reasons for the rejection of the application; b) any unsuccessful tenderer of the reasons for the rejection of his tender, including, for the cases referred to in Article 68, paragraphs 4 and 7, the grounds for its decision of non-equivalence or its decision that the works, supplies or services do not meet the performance or functional requirements; c) any tenderer who has made an admissible tender the characteristics and relative advantages of the selected and as the name of the contract or the parties to the framework agreement was awarded.
If no, please elaborate (provide examples):	n/a
If yes, does the notification of the result	Yes

<p>of the PPP procurement process include the grounds for the selection of the winning bid?</p>	
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Article 79 (2) ensures a reasoned award outcome by requiring to provide:</p> <ul style="list-style-type: none"> a) any unsuccessful candidate of the reasons for the rejection of the application; b) any unsuccessful tenderer of the reasons for the rejection of his tender, including, for the cases referred to in Article 68, paragraphs 4 and 7, the grounds for its decision of non-equivalence or its decision that the works, supplies or services do not meet the performance or functional requirements; c) any tenderer who has made an admissible tender the characteristics and relative advantages of the selected and as the name of the contract or the parties to the framework agreement was awarded.
<p>Does the regulatory framework restrict or regulate in any way negotiations with the selected 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>Article 153(10) of the Public Contracts Code governs the selection procedure, where the procuring authority appoints the bidder who submitted the most convenient proposal and, if appropriate, requests the bidder to make amendments to the proposal. Only if the bidder makes the requested amendments, the PPP contract is signed. If the selected bidder does not agree to modify the project, the procuring authority may ask the second bidder to modify the project under the same terms.</p>
<p>Among the PPP procurement processes conducted within the last two (2) years, in how many of them were the terms and conditions changed between the award and the signature of the PPP contract? Please elaborate:</p>	<p>None of the projects</p>
<p>Does the procuring authority publish the PPP contract?</p>	<p>No</p>
<p>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>If yes, is it published online?</p>	<p>n/a</p>

If yes, please specify the website:	n/a
Does the regulatory framework establish any exceptions where the procurement process described above does not apply or allows for a “fast track” procedure?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 57 of Public Contracts Code provides that procuring authorities may, in exceptional circumstances, conclude a contract without issuing a public procurement notice. Such procedure is called "negotiated procedure without procurement notice" and bidders can submit their bids in 20 calendar days at minimum. However, procuring authorities can close such a procedure even in a shorter period of time whenever an emergency situation occurs.
Unsolicited proposals	Score: 83
Does the regulatory framework allow for the submission of unsolicited proposals? (if no, skip to section F)	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 153 (19) of the Public Contracts Code provides that economic operators may submit proposals to the contracting authorities regarding the realization in public works concession or public utility works not in the three-years program laid down in Article 128 or in the instruments of programming approved by the contracting authority on the basis of existing legislation.
If yes, please specify, to the best of your knowledge, the percentage of PPP investments in your country approved as unsolicited proposals during the last five (5) years:	n/a
Does the procuring authority conduct an assessment to evaluate unsolicited proposals?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	Article 153 of the Public Contracts Code provides specific procedures to evaluate unsolicited proposals. When the work proposed is included in the annual list (paragraphs 16-18), the procuring authority publishes a notice containing criteria to evaluate the unsolicited proposals. The original proponents can change their projects according to these criteria and new proposals can be submitted by other competitors. When the proposed project is not included in the annual list of public works (paragraph 19), the procuring authority must evaluate it as "public interest" work and include it in the annual list, then the tender documents contain the project.
If yes, does it ensure that the unsolicited proposal is consistent with the existing government priorities?	Yes

If yes, please provide the relevant legal/regulatory provisions (if any):	The proposal must be included in the annual list of public works or evaluated as "public interest" work (Article 153(19) of the Public Contracts Code).
If yes, which of the following options best describes how unsolicited proposals are evaluated against existing government priorities? (Please select only one). The regulatory framework details a specific procedure to ensure the consistency of PPPs with other public investment priorities.	Yes
If yes, please specify:	The proposal must be included in the annual list of public works or evaluated as "public interest" work (Article 153(19) of the Public Contract Code).
The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.	No
The regulatory framework does not include any provisions.	No
Other	No
please specify:	n/a
Among the unsolicited proposals approved within the last two (2) years, how many of them were a part of the existing government priorities? Please elaborate:	None of the projects
Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 153(19) of the Public Contracts Code provides a basis for a competitive procedure when proceeding with PPP projects procurements in the context of unsolicited proposals, where competitors, including the promoter, must be in possession of the requirements referred to in

	<p>paragraph 8, and make an offer containing a draft convention, the economic-financial plan declared by one of the entities referred to in paragraph 9, the first period, specification of the characteristics of the service and management, as well as any variations to the preliminary draft; subsections 4 apply, 5, 6, 7 and 13. If the promoter is not successful, he may exercise, within fifteen days from the final award notice, the right of first refusal and be the successful tenderer if he declares a commitment to fulfill the contractual obligations under the same conditions by the successful bid. If the promoter is not awarded the contract and not to exercise this right is entitled to the payment, be borne by the amount of expenditure for the preparation of the proposal within the limits indicated in paragraph 9. If the promoter is to exercise this right, the original contractor is entitled to payment, to be paid by the promoter, of the amount of expenditure for the preparation of the tender to the restrictions referred to in paragraph 9.</p>
<p>Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</p>	Yes
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	Articles 70 and 153(19) of the Public Contracts Code provide rules on the minimum period for additional prospective bidders to prepare their proposals, which apply.
<p>and the time in calendar days:</p>	52
<p>Does the procuring authority use any of the following mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer.</p>	No
<p>Developer's fee (reimbursing the original proponent for the project development cost).</p>	Yes
<p>Bid bonus.</p>	No
<p>Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).</p>	Yes
<p>Other</p>	No
<p>please specify:</p>	n/a
<p>Please provide the relevant</p>	The Swiss challenge in Italy falls within the definition of "diritto di prelazione", according to Article 153(19) of the Public Contracts Code, the contracting authority evaluates, within three

legal/regulatory provisions (if any):	<p>months, the public interest of the proposal. To this end, the contracting authority may invite the applicant to make the necessary changes to the preliminary draft for approval. If the applicant does not make the required changes, the proposal cannot be assessed in the public interest. The preliminary draft, amended or otherwise, is included in the three-year program laid down in Article 128 or programming tools approved by the contracting authority on the basis of current legislation and is placed in the approval on the terms laid down in Article 97; the proponent is required to make any additional changes requested during the approval of the project; failing that results in an unapproved project. The approved preliminary design is placed in the tender for the award of a concession, which has invited the proponent, i.e. the promoter. In the notice, the contracting authority may ask the competitors, including the promoter, the submission of any variations to the project. The same Paragraph follows with regards to the developer's fee that if the promoter is not awarded and chooses not to exercise this right (right of first refusal) is entitled to the payment, be borne by the amount of expenditure for the preparation of the proposal within the limits indicated in paragraph 9.</p>
PPP Contract Management	Score: 77
Has the procuring or contract management authority established a system to manage the implementation of the PPP contract?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any)	<p>Although no clear legal provisions have been identified, Articles 143, 144, & 153 of the Public Contracts Code provide for contracting authorities to entrust in concessions works intended for direct use of the public administration, when it refers to the management of public services, provided that it remains the responsibility of the dealer the economic area - the financial management of the work. In construction projects, depending on its size, the contracting authority appoints a program manager who would periodically verify the ownership and regularity by the performer and the subcontractor of the documentation required by current laws on obligations towards employees (Article 148(4) of the Implementing Regulations). In addition, several publications and guidelines, at both an institutional and more scientific level, try to support public administrations in dealing with contract management. Among others, the following guidelines are published by DIPE: http://www.affariregionali.it/media/169645/epas_-_studio-ppp_def090315.pdf</p>
If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team.	<p>No</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
Participation of the members of the PPP contract management team in the PPP procurement process.	<p>No</p>

If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Possibility to consult with PPP procurement experts when managing the PPP contract.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Elaboration of a PPP implementation manual or an equivalent document.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The project manager identified in Article 148 of the Implementing Regulations would also undertake the task of verification of the validity of the maintenance program, the user manuals and maintenance manuals, modifying and updating all the work to ensure it is completed and report to the head of the procedure about any failure on the part of the performer.
Other	No
please specify:	n/a
If there is a contract management team, in how many of the PPP projects procured within the last two (2) years did the management system and tools fully inform the contact management team? Please elaborate:	No Data
Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 6 of the Public Contracts Code establishes such a system, and identifies its supervisory mandate in Paragraph 7 of this Article 7. In addition to performing the duties expressly provided under other rules, the Authority:</p> <p>b) oversees the contracts of works, services, supplies except in whole or in part from the scope of this Code, verifying, with reference to the specific contractual circumstances, the legitimacy of the subtraction to this Code and the principles relating to contracts excluded; They are not subject to the reporting requirements of the Observatory either to Supervisors of the contracts referred to in Articles 16, 17, 18;</p> <p>c) ensure that both ensured the execution cost of public contracts;</p> <p>d) ensure that the execution of the contracts is not derived harm to the exchequer;</p> <p>e) report to the Government and to Parliament, with special communication, particularly serious</p>

	<p>phenomena of non-compliance or distorted application of the law on public contracts;</p> <p>Additionally, the Ministry of Economy and Finance- State General Accounting Department (RGS) launched a monitoring system in October 2014 to track public works from budget to realization, in an effort to make the process more transparent. The Working Group on PPPs set out a specific set of information on PPPs to be added to the public works monitoring system of the RGS. The extension of the monitoring of public works to include PPPs assists public administrations in assessing the ability of the private partner to respect the contract obligations assumed and, consequently, to apply the penalties set out in the contract. Meanwhile, for works considered to be of strategic national interest (largely awarded through PPPs), that are included in a special plan and approved by CIPE, the National Association of Building Constructors (ANAC) (formerly AVCP), which has been working since 2010 with the Italian Chamber of Deputies - through its Central Observatory - to monitor the implementation of ongoing contracts and the progress of the work.</p> <p>Based on the information gathered over the years, ANAC has set up a database for collecting and organizing existing documents in view of the annual publication of a report. The database has subsequently evolved into the information system called Information System for the Law on Strategic Works (SILOS) that, through a simple interface, allows data to be added and viewed online. The system is available on the portal and on the website of the Chamber of Deputies (http://silos.infrastrutturestrategiche.it).</p>
<p>If yes, which of the following tools does it include (check all that apply)? PPPCo must provide the procuring or contract management authority with periodic operational and financial data.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Practice</p>
<p>The procuring or contract management authority must periodically gather information on the performance of the PPP contract.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>The project manager identified in Article 148 of the Implementing Regulations would periodically verify the ownership and regularity by the performer and the subcontractor of the documentation required by current laws and would undertake the task of verifying the validity of the maintenance program, the user manuals and maintenance manuals, modifying and updating all the work to ensure it is completed and report to the head of the procedure about any failure on the part of the performer.</p>
<p>The procuring or contract management authority must establish</p>	<p>No</p>

a risk mitigation mechanism.	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract performance information must be available to the public.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Other	No
please specify:	n/a
Is PPP contract performance information publicly available online?	No
If yes, please specify the website:	n/a
Does the regulatory framework expressly regulate a change in the structure (i.e. stakeholder composition) of PPPCo?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 156 (3) of the Public Contracts Code details the process and status of selling shares of the project company.
If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in PPPCo during an initial period (e.g. construction and first five years of operation).	Yes
If yes, please provide the relevant legal/regulatory provisions:	According to Article 156 (3) of the Public Contracts Code, changes are accepted until the final acceptance certificate is issued and construction is successfully completed, where the procedures for the possible sale of shares of the project company should guarantee that shareholders who contributed to forming the requirements for qualification are required to participate in society and to ensure, within the mentioned limits, the effective fulfillment of the obligations of the concessionaire until the date of issuance of the work test certificate.
In case of a change affecting the controlling interest, the replacing entity must meet the	No

same technical qualifications as the original operator.	
If yes, please provide the relevant legal/regulatory provisions:	n/a
Flexibility to substitute non-controlling interest after the initial period.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Does the regulatory framework expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Articles 143(8 & 8-bis) and 147 of the Public Contracts Code regulate the conditions and procedures for adjusting the PPP contract, where changes made by the contracting authority in those conditions or basic conditions, as well as laws and regulations that establish new tariff mechanisms or new conditions for the exercise of the activities included in the concession, when they lead to a change in the balance of the plan or that impact on the balance of financial plan, after verification of the CIPE heard consultative nucleus for the implementation of the guidelines for the regulation of public utility services (NARS) involve the necessary revision, to be implemented by redetermination of the new conditions balance, including through the extension of the period of termination. In the absence of the aforementioned review, the licensee may terminate the contract. In the event that the changes made or the new conditions introduced are more favorable for the previous dealer, the revision of the plan must be made to the lessor. Additionally, for purposes of applying the provisions of paragraph 8 of Article 143, the Convention defines the conditions and the basic conditions of the economic and financial plan, with changes not attributable to the concessionaire, if they determine balance changes to the plan, involving its revision.</p>
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 provisions:	<p>Article 147 of the Public Contracts Code allows for additional works that did not exist in the contract to be introduced on two conditions:</p> <ul style="list-style-type: none"> a) when such additional works cannot technically or economically be separated from the initial contract without major inconvenience to the contracting authority; or b) where the works, although separable from the original contract, are strictly necessary for its completion.

	Ultimately, the changes must not exceed 50% of the amount covered in the contract.
A change in the risk allocation of the contract.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
A change in the investment plan or duration of the contract.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 143(8 & 8 bis) of the Public Contracts Code regulates changes in the investment plan and duration of the contract, identifying precisely a change for a thirty-year exceeding period project, and specifies the outcomes of such changes.
Does the regulatory framework expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Articles 158 & 159 of the Implementing Regulation discuss force majeure as an unforeseen condition in the context of suspension of the contract, where, when certain portions of the work are executable in such conditions, they should resume.
Material Adverse government action.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 143(8) of the Public Contracts Code regulates this circumstances for acts, "when they lead to a change in the balance of the plan or that impact the balance of financial plan."
Change in the Law.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 143(8) of the Public Contracts Code addresses this condition as, "the changes made by the contracting authority in those conditions or basic conditions, as well as laws and regulations that establish new tariff mechanisms or new conditions for the exercise of the activities included in the concession, when they lead to a change in the balance of the plan or that impact the balance of financial plan."
Refinancing.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Other.	No
If yes, please specify and provide the relevant	n/a

legal/regulatory provisions:	
Does the regulatory framework establish a specific dispute resolution mechanism for PPPs?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions	According to Article 240 of the Public Contracts Code, the default rule is resorting to amicable agreement dispute settlements means, but further specifies a Commission that could be established and even authorized to issue binding decisions for its parties.
If yes, which of the following options best describes the dispute resolution mechanism for PPPs? (Please select only one). The regulatory framework details specific resolution mechanisms for disputes arising during the implementation of the PPP.	Yes
If yes, please specify:	According to Article 240 of the Public Contracts Code, the default rule is resorting to amicable agreement dispute settlements means, but further specifies a Commission that could be established and even authorized to issue binding decisions for its parties.
The regulatory framework prescribes that a dispute resolution mechanism should be regulated in the contract.	No
The regulatory framework provide the parties with recourse to arbitration but no other alternative dispute resolution mechanism.	No
Other	No
please specify:	n/a
Does the regulatory framework allow for the lenders to take control of the PPP project (lender step-in right) if either PPPCo defaults or if the PPP contract is under threat of termination for failure	Yes

to meet service obligations?	
If yes, please provide the relevant legal/regulatory provisions:	Article 159 of the Public Contracts Code provides that lenders could designate a company that takes over the concessionaire under specific circumstances.
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.	Yes
If yes, please specify:	According to Article 159 of the Public Contracts Code, in the event of termination of the concession due to a default of the concessionaire, the lenders may avoid termination by nominating a new company (Newco) to replace the concessionaire within 90 days of receipt of a written notice from the contracting authority's intention to terminate the contract. The contracting authority is bound to accept such replacement if: (a) the technical and financial qualifications of Newco are substantially equivalent to those held by the concessionaire at the time of the concession award; (b) Newco remedies the concessionaire's default within 90 days of its appointment.
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	No
The regulatory framework prescribes that a direct agreement should be signed with the lenders.	No
Other	No
please specify:	n/a
Does the regulatory framework expressly establish the grounds for termination of a PPP contract?	Yes
If yes, please specify:	Article 158 of the Public Contracts Code provides consequences for the termination of PPP contracts in case of breach by the procuring authority and for public interest reasons. As for termination of contract for criminal liability of contractor, termination of contract for the revocation of certificate of qualification and termination due to the contractors' default.
and provide the relevant legal/regulatory provisions:	Article 158 of the Public Contracts Code. And Articles 134, 135, & 136 of the Public Contracts Code address these issues.
If yes, does the regulatory framework also establish the	Yes

consequences for the termination of the PPP contract?	
If yes, please provide the relevant legal/regulatory provisions:	In case of termination due to the private partner's default, Article 136 of the Public Contracts Code sets the right for the defaulting contractor to be paid for the works correctly executed. In cases foreseen by Article 158 of the same Code, the grantor refunds the Concessionaire with the value of the work and other due amounts, if applicable.
Are you aware of any reforms (in practice or in laws, regulations, policies, etc.) related to PPPs that: Took place in 2015, are ongoing and/or are planned to be adopted BEFORE June 1, 2016?	Yes
Please describe:	A Legislative Decree for the transposition of the new European Directives on public contracts (including Directive 23/2014/EU on awarding of concession contracts) should be adopted before April 18th, 2016.
Are you aware of any reforms (in practice or in laws, regulations, policies, etc.) related to PPPs that: 50.2. Are ongoing and/or are planned to be adopted AFTER June 1, 2016?	No
Please describe:	n/a