

**BENCHMARKING PPP PROCUREMENT 2017 IN MAURITIUS**

<b>Regulatory and Institutional Framework for PPPs</b>	
<b>Does the regulatory framework in your country allow procuring PPPs?</b>	Yes
<b>Yes. If yes, please specify the relevant regulatory framework and the year of adoption:</b>	In Mauritius, PPPs are regulated by the Public-Private Partnership Act 2004 (the 'PPPA'), Act No. 37 of 2004. When issues are not specifically regulated in this Act, the Public Procurement Act and its Regulations are applicable (the Public Procurement Act 2006, "the PPA" Act No. 33 of 2006 and the Public Procurement Regulations 2008, "the PPR"). Furthermore, the Public-Private Partnership Guidance Manual provides details on PPPs (the "PPP Manual").  The Build Operate Transfer Projects Act 2016, Act no 1 of 2016, was voted on the 29 <sup>th</sup> of March and came into force on the 5 <sup>th</sup> of April. The reference date being the 31 <sup>th</sup> of March, this Law is not included in the following analysis.
<b>and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:</b>	<a href="http://ppp.mof.govmu.org/English/Legislation/Pages/default.aspx">http://ppp.mof.govmu.org/English/Legislation/Pages/default.aspx</a> <a href="http://mauritiusassembly.govmu.org/English/bills/Documents/intro/2016/bill0116.pdf">http://mauritiusassembly.govmu.org/English/bills/Documents/intro/2016/bill0116.pdf</a>
<b>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.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Water and irrigation</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Energy generation and distribution</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Telecom</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Health</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Education</b>	No
<b>If yes, please provide the</b>	n/a

<b>relevant legal/regulatory provisions:</b>	
<b>Other</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Section 3(1) of the Procurement Act 2006 provides that the provisions of the Procurement Act shall not apply to (d) diplomatic missions of Mauritius abroad;
<b>Please identify the PPP procuring authorities in country_name and provide their website(s) (if available):</b>	“Contracting authority,” means any Ministry or Government department, local authority or statutory corporation according to Article 2 of the PPPA. <a href="http://www.govmu.org/English/GovernmentBodies/Pages/default.aspx">http://www.govmu.org/English/GovernmentBodies/Pages/default.aspx</a>
<b>In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?</b>	Yes
<b>If yes, please indicate its name, and its website (if available):</b>	PPP Unit and PPP Committee <a href="http://ppp.mof.govmu.org/English/Pages/default.aspx">http://ppp.mof.govmu.org/English/Pages/default.aspx</a>  The PPP Committee and the PPP Unit are both established under the chairmanship of the Policy Procurement Office. The PPP Unit assists the PPP Committee. The PPP Committee is composed of representatives of various relevant Ministries (i.e. the Ministry of Finance and Economic Development; Ministry of Public Infrastructure, Land Transport and Shipping) as well as other advisers such as representatives of the State Law Office and/or the Attorney General’s office, whereas the PPP Unit comprises of representatives of the Ministry of Finance and Economic Development. The PPP Committee may also co-opt other persons (experts or representatives of relevant stakeholders) when so required.
<b>If yes, what are the main responsibilities of the PPP Unit (check all that apply). PPP regulation.</b>	Yes
<b>PPP policy guidance and capacity building for other public authorities.</b>	Yes
<b>PPP promotion among the public and/or private sectors in national and international forums.</b>	No
<b>Technical support in implementing PPP projects.</b>	No
<b>Gatekeeping (approval of PPP projects).</b>	Yes
<b>Procurement of PPPs.</b>	No
<b>Oversight of PPP implementation.</b>	Yes
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>Preparation of PPPs</b>	Score: 77
<b>Does the Ministry of Finance</b>	Yes

<b>or Central Budgetary Authority approve the PPP project before launching the procurement process?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>The Feasibility Study must receive approval of the Ministry of Finance particularly from point of view of budgetary implications and government guarantees. An approval is also required from the Ministry of Finance of the terms of the Model Agreement (PPP Manual p7.).</p>
<b>If yes, is a second approval by the Ministry of Finance or Central Budgetary Authority required before signing the PPP contract?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>The PPP manual, p.7, requires an approval of Ministry of Finance for any change in the terms of agreement which impact on the feasibility study during negotiations with the winning bidder.</p>
<b>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?</b>	<p>Yes</p>
<b>If yes, please specify the relevant authority</b>	<p>Central Tender Board for several steps, PPP Committee and Cabinet</p>
<b>and provide the relevant legal/regulatory provisions (if any):</b>	<p>According to Article 4 (2) of the PPPA, a contracting authority shall for the purposes of this Act : (d) prepare a request for proposal on the approval of the feasibility study and, where the terms of the model agreement impact on public finance, seek the approval of the Committee.</p> <p>PPP Manual</p> <p>2.6 After receiving approval on the feasibility study, the contracting authority must prepare and submit to the Financial Secretary [Committee] a request for proposal for his approval of the financial terms of the model agreement.</p> <p>2.8 After receiving approval of the Financial Secretary on the terms of the model agreement, the contracting authority must submit the request for proposal to the Central Tender Board to obtain its written authorization to advertise, invite, solicit or call for bids.</p> <p>2.9 The contracting authority must consult the CTB to obtain its written authorization to conduct a pre-selection exercise. The contracting authority must prepare the pre-selection documents including a public invitation for applicants to apply for pre-selection and submit them to the CTB for approval before they are issued or published.</p> <p>2.10 The contracting authority must prepare and submit to the CTB for written approval, a request for proposal.</p> <p>8.3.1.1 Upon obtaining approval from the Financial Secretary, the Contracting Authority should seek Cabinet approval for the project before embarking on the tendering stage.</p>
<b>If yes, is a second approval by the same authority required before signing the PPP contract?</b>	<p>Yes</p>

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>The PPP Manual requires approval from the Central Tender Board and Cabinet:</p> <p>2.13 Upon receipt of the approval of the Financial Secretary, the contracting authority shall seek the final approval of the CTB for the award of the project.</p> <p>2.14 The contracting authority, as a matter of normal procedure, will ensure that Cabinet approval is obtained prior to signature of the agreement.</p>
<b>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)?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to section 4.2.1 of the PPP Manual, sector policies and priorities should be reviewed and assessed to know how the project fulfills sector needs. Prioritization of the project is based on a number of issues including: § how the project contributes to the implementation of government policy.</p>
<b>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.</b>	<p>No</p>
<b>If yes, please specify:</b>	<p>n/a</p>
<b>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.</b>	<p>Yes</p>
<b>The regulatory framework does not include any provisions.</b>	<p>No</p>
<b>Other</b>	<p>No</p>
<b>please specify:</b>	<p>n/a</p>
<b>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:</b>	<p>None of the projects</p>
<b>Which of the following assessments are conducted when identifying and</b>	<p>Yes</p>

<b>preparing a PPP? (check all that apply): 10.1. Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the project)</b>	
<b>Relevant legal/regulatory provision (if any)</b>	Practice
<b>Is there a specific methodology?</b>	No
<b>If yes, elaborate.</b>	n/a
<b>Affordability assessment, including the identification of the required long term public commitments (explicit and implicit)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Section 5(2)(c)(i) of the PPPA, the feasibility study shall demonstrate that the agreement shall be affordable to the contracting authority. Section 4.1 (3) of the PPP Manual requires demonstrating that the PPP Agreement will be affordable to the public body.
<b>Is there a specific methodology?</b>	Yes
<b>If yes, elaborate</b>	Section 4.2.5 of the PPP Manual is related to demonstrating Affordability: To determine whether a project will meet the "affordability test", it is important to compare the budget with the PSC cash flows. However, the risk-adjusted PSC is not the appropriate comparator with the budget, as this assumes that the contracting authority is the supplier of the output specification. The PSC must therefore, be adjusted to form the PPP-reference. The PPP-reference is the PSC adjusted for risks and cost of capital. These adjustments are meant to reflect the costing of an output specification by the private sector as a supplier. The risk-adjusted PSC would have to be modified as follows: for risk, for the cost of capital and for project revenues.
<b>Risk identification, allocation and assessment (risk matrix)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Section 5(2)(c)(iii) of the PPPA, the feasibility study shall demonstrate that the agreement shall transfer appropriate technical, operational or financial risk to the private party. Section 4.1 of the PPP Manual indicated that the feasibility study demonstrates "affordability", and gives an early indication of how value for money will be achieved, through appropriate risk transfer. The feasibility study will have to 3) Demonstrate that the PPP Agreement will transfer appropriate technical, operational and financial risk to the private party.
<b>Is there a specific methodology?</b>	Yes
<b>If yes, elaborate</b>	According to section 6.5.1 of the PPP Manual, the steps in a preliminary risk assessment are: Preliminary Risk Identification; Preliminary Risk Allocation; Qualitative Risk Assessment; Preliminary Risk Quantification.
<b>Financial viability or bankability assessment.</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Sections 5(1) of the PPPA states that every contracting authority shall undertake or cause to be undertaken a feasibility study where it considers that a project may be

	<p>implemented under an agreement, to assess whether the proposed project is feasible as a public-private partnership project.</p> <p>Some key elements of a PPP Assessment are: a bankability assessment of any project that may be partly or wholly financed by the private sector. The bankability assessment should establish the financing issues that need to be addressed prior to a procurement proceeding as well as those that will need to be reflected in contract documentation (PPP Manual, p.19).</p>
<b>Is there a specific methodology?</b>	No
<b>If yes, elaborate</b>	n/a
<b>Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	<p>Section 5(2)(a) of the PPPA states that the feasibility study shall demonstrate comparative advantage in terms of strategic and operational benefits for implementation under a public-private partnership agreement.</p> <p>The PPP Manual requires demonstrating that the PPP Agreement will provide value for money (4.1 (3)).</p>
<b>Is there a specific methodology?</b>	Yes
<b>If yes, elaborate</b>	<p>As indicated in section 4.2.3 of the PPP Manual, for those projects that have been identified as having the potential to be procured under PPP, the Option Appraisal stage will involve mainly: Project Appraisal; PPP Assessment; and Statutory Process Assessment.</p> <p>Section 5.0 provides a Definition of Value for Money.</p>
<b>Market assessment (showing evidence of enough interest in the market for the project)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	The PPP Manual provides for Market Sounding (p.24 25).
<b>Is there a specific methodology?</b>	Yes
<b>If yes, elaborate</b>	<p>To realize a Market Sounding, section 5.2 of the PPP manual requires to:</p> <ul style="list-style-type: none"> <li>§ Investigate whether a similar scheme exists for which interest levels are already known.</li> <li>§ Set clear objectives for the exercise. What do you hope to achieve? What information do you want potential bidders to supply at this stage?</li> <li>§ Prepare a list of organizations you may wish to contact. Think broadly about the project, and aim to contact as wide a range of potential bidders as possible. For example, for an IT scheme, consider: <ul style="list-style-type: none"> <li>- Hardware manufacturers</li> <li>- Software companies</li> <li>- Telecommunications companies</li> <li>- Sector specific specialists etc.</li> </ul> </li> <li>§ Seek assistance for drawing up the contact list.</li> <li>§ Arrange for face-to-face meetings. You may begin with a telephone call, but try to encourage interested parties to come to see you.</li> </ul>

	<p>§ See individual companies separately or collectively, but make it clear that this is an informal discussion, with no commitment on either part.</p> <p>§ Allow enough time for discussions to take place, and for information to be exchanged. For a discussion with a group of 4 to 5 companies, expect to allow in the region of 2-3 hours.</p>
<p><b>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:</b></p>	Some of the projects
<p><b>Does the procuring authority include a draft PPP contract in the request for proposals?</b></p>	Yes
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	Pursuant to Section 2 of PPPA, “request for proposal” means the specific terms of the project requirements, the procedures for submission of bids, the criteria for the evaluation of bids and includes a model agreement.
<p><b>If no, please elaborate (provide examples):</b></p>	n/a
<p><b>Have standardized PPP model contracts and/or transaction documents been developed?</b></p>	No
<p><b>If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:</b></p>	n/a
<p><b>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.</b></p>	No
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	n/a
<p><b>Urban and zoning permits.</b></p>	No
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	n/a
<p><b>Other permits.</b></p>	No
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	n/a
<p><b>Does the procuring authority make available to PPPCo the necessary land or right of way to develop the PPP project (if any)? Land</b></p>	No
<p><b>If yes, please provide the</b></p>	n/a

<b>relevant legal/regulatory provisions (if any):</b>	
<b>If no, please elaborate (provide explanation):</b>	No provision requires the procuring entity to obtain land.
<b>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</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Practice
<b>If no, please elaborate (provide explanation):</b>	n/a
<b>Does the regulatory framework establish any exceptions where the preparation process described above does not apply or allows for a "fast track" procedure?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Section 18D. of the Investment promotion act 2000, Act 42/2000 provides for an Investment Projects Fast-Track Committee : (1) There shall be set up, for the purposes of accelerating implementation of large investment projects, a committee to be known as the Investment Projects Fast-track Committee or IPFTC.
<b>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:</b>	274
<b>Obtaining the required approvals from other relevant authorities:</b>	80
<b>Preparing the draft PPP contract:</b>	40
<b>Obtaining any permits, land and/or right of way that the procuring authority must provide according to the regulatory framework:</b>	59
<b>PPP Procurement</b>	Score: 68
<b>Are the bid evaluation committee members required to meet specific qualifications?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b>	Section 8 of the PPA (1) There is established a Central Procurement Board, which shall be a body corporate, to be responsible for the approval of the award of major contracts by public bodies and which shall consist of -



	<p>(a) a Chairperson;  (b) 2 Vice-Chairpersons; and  (c) 3 other persons, having wide experience in legal, administrative, economic, financial, engineering, scientific or technical matters and appointed by the President of the Republic, acting in accordance with the advice of the Prime Minister tendered after the Prime Minister has consulted the Leader of the Opposition, on such terms and conditions as may be determined by the Prime Minister.</p> <p>(2) Every member shall hold office for a period not exceeding 3 years and shall be eligible for re-appointment for one additional term.</p> <p>(3) The President shall, on the advice of the Prime Minister, at any time terminate the appointment of a member who has been guilty of -  (a) any misconduct, default or breach of trust in the discharge of his duties;  (b) an offence of such nature as renders it desirable that his appointment should be terminated.</p> <p>(4) The Board may co-opt other persons capable of assisting it with expert advice but no such person shall have the right to vote on any matter considered by the Board.</p> <p>(5) In the exercise of its functions, the Board shall act without fear or favor and shall not be subject to the direction or control of any other person or authority.</p>
<b>If no, please elaborate (provide examples):</b>	n/a
<b>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.</b>	Yes
<b>If yes, please specify:</b>	Section 8 of the PPA (1) There is established a Central Procurement Board, which shall be a body corporate, to be responsible for the approval of the award of major contracts by public bodies and which shall consist of - (a) a Chairperson; (b) 2 Vice-Chairpersons; and (c) 3 other persons, having wide experience in legal, administrative, economic, financial, engineering, scientific or technical matters and appointed by the President of the Republic, acting in accordance with the advice of the Prime Minister tendered after the Prime Minister has consulted the Leader of the Opposition, on such terms and conditions as may be determined by the Prime Minister. (2) Every member shall hold office for a period not exceeding 3 years and shall be eligible for re-appointment for one additional term. (3) The President shall, on the advice of the Prime Minister, at any time terminate the appointment of a member who has been guilty of - (a) any misconduct, default or breach of trust in the discharge of his duties; (b) an offence of such nature as renders it desirable that his appointment should be terminated. (4) The Board may co-opt other persons capable of assisting it with expert advice but no

	such person shall have the right to vote on any matter considered by the Board. (5) In the exercise of its functions, the Board shall act without fear or favor and shall not be subject to the direction or control of any other person or authority.
<b>The regulatory framework requires generally sufficient qualification without detailing the specific qualifications required to be a member of the bid evaluation committee.</b>	No
<b>The regulatory framework does not include any provisions.</b>	No
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>Does the procuring authority issue a public procurement notice of the PPP?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to section 16 (1) of the PPA, where the open advertised bidding method is used, the invitation to bid, or the invitation to pre-qualify, shall be published in a national newspaper with wide circulation and, in the case of international bidding, in selected international media with wide circulation as well.
<b>If yes, is the public procurement notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	<a href="http://publicprocurement.govmu.org/Pages/default.aspx">http://publicprocurement.govmu.org/Pages/default.aspx</a>
<b>Does the procuring authority grant the potential bidders a minimum period of time to submit their bids?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 26(2) of the PPR provides that deadlines for submission of bids shall not be less than 30 days from the date of issuance of the invitation to bid through open advertised bidding method except in the case of submission of bids made solely by facsimile, e-mail or by any other electronic means.
<b>and the time in calendar days :</b>	30
<b>Do the tender documents detail the stages of the procurement process?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 2 of the PPPA defines "request for proposal" as the specific terms of the project requirements, the procedures for submission of bids, the criteria for the evaluation of bids and includes a model agreement.  According to the PPP Manual, the REOI may comprise the following components: 2. Overview of the selection process · Selection process stages (request for expression of interest, Request for qualification, Request for proposals) · Selection process anticipated time- frame
<b>If no, please elaborate (provide examples):</b>	n/a

<b>Does the procurement process include a pre-qualification stage to select a number of qualified bidders to present the full proposal?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Section 8 (4) of the PPPA indicates that the Board shall carry out a pre-selection exercise to select potential bidders or may delegate its powers under this subsection to the contracting authority where the Board considers that the contracting authority has the necessary expertise to undertake the pre-selection exercise. According to Article 27 (1) of the PPA, prequalification shall be effected for the procurement of large or complex works.</p>
<b>If yes, do the tender documents specify the prequalification criteria in order to make them available to all of the bidders?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>According to Section 27 (3) of the PPA, where prequalification proceedings are held, the public body shall provide prequalification documents to all bidders responding to the invitation to pre-qualify, so as to provide them with the information required to prepare and submit applications for prequalification.</p> <p>Pursuant to section 8.3.4 2 of the PPP Manual, the RFQ may contain the following components:</p> <p>4. Evaluation process and criteria</p> <ul style="list-style-type: none"> <li>· Overview of the Evaluation Process</li> <li>· Evaluation committee</li> <li>· Evaluation criteria and reference checks</li> </ul>
<b>Among the PPP procurement processes conducted within the last two (2) years that had a prequalification stage, how many of them included prequalification criteria in the tender documents? Please elaborate</b>	<p>No data</p>
<b>Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Section 8.3.5.2 of the PPP Manual makes provision for Pre-bid meeting:</p> <p>8.3.5.2.1 The implementing Contracting Authority may set up a date to organize a meeting whereby the latter as well as the bidders have the opportunity to seek clarifications. This helps them to have an understanding of the issues related to the project.</p> <p>8.3.5.2.2 The meeting may be held between 21 and 45 days after the issuance of the RFP. During the meeting, the Contracting Authority provides the prospective bidders with specific information, clarifies the bidding procedures, and gets feedback from the bidders. A site inspection is organized if applicable to the project. There is a written</p>

	<p>record of the meeting, which is distributed to the participants preferably on the same day.</p> <p>If the Contracting Authority receives any question from a bidder after the conference, it should send a copy of the response to all the pre-qualified bidders.</p> <p>8.3.5.3 Questions from bidders: The Contracting Authority sets a date limit for the receipt of questions from the bidders, usually, 14 days prior to scheduled proposal submission.</p>
<b>If yes, does the procuring authority disclose those questions and clarifications to all of the potential bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to 8.3.5.2.2 of the PPP Manual, there is a written record of the meeting, which is distributed to the participants preferably on the same day. If the Contracting Authority receives any question from a bidder after the conference, it should send a copy of the response to all the pre-qualified bidders.
<b>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:</b>	None of the projects
<b>Besides questions and clarifications, can the procuring authority conduct other types of dialogue with the potential bidders?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If yes, does the procuring authority disclose the content and the results of the dialogue to all of the potential bidders?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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:</b>	n/a
<b>Does the procuring authority require the bidders to prepare and present a financial model</b>	No

<b>with their proposals ?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate (provide examples):</b>	<p>The regulatory framework mentions a financial proposal but not a financial model. The Procurement Act refers to the presentation of financial proposals only in respect of requests for proposal. Section 24(6) of the Procurement Act provides that where, in respect of consultancy services, the request for proposals method is used, the financial proposals of bidders who have secured the minimum pass mark in the technical evaluation shall then be considered and evaluated by the public body after a public announcement of the results of the technical evaluation.</p> <p>Section 26(4) of the PP Regulations also provides that a bidder shall enclose his technical and financial proposals, separately sealed if so required, in a single envelope.</p>
<b>Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 37(9) of the PPA provides that every bid shall be evaluated according to the criteria and methodology set out in the bidding documents.
<b>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:</b>	No data
<b>In the case where only one proposal is submitted (sole proposals), does the procuring authority follow any special procedure before awarding the PPP?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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.</b>	n/a
<b>Please specify:</b>	n/a

The regulatory framework considers sole proposals valid as long as they meet the conditions outlined in the tender documents.	n/a
The regulatory framework does not allow the award of a PPP contract if only one proposal is submitted.	n/a
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:	97.5
Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Section 40(7) of the PPA provides that a public body shall promptly publish, in such manner as may be prescribed, notice of every procurement award. Section 71(1) of the PP Regulations further provides that in the case of procurement contracts whose value exceeds the prescribed amount, the public body shall cause a notice of the procurement contract to be published in its website within 7 days of the award of the contract.
If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	<a href="http://publicprocurement.govmu.org/pages/awards.aspx">http://publicprocurement.govmu.org/pages/awards.aspx</a>
Does the procuring authority provide all the bidders with the result of the PPP procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Section 40(3) of the Procurement Act provides that a public body in relation to a procurement contract, the value of which is above the prescribed threshold shall notify the successful bidder in writing of the selection of its bid for award and a notice in writing shall be given to the other bidders, specifying the name and address of the proposed successful bidder and the price of the contract.
If no, please elaborate (provide examples):	n/a
If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?	No

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>Section 40(2) of the Procurement Act provides that there shall be no negotiation between a public body and a selected bidder or other bidders except in such special circumstances as may be prescribed. No special circumstances have been prescribed to date. Section 40(2A) further provides that in the case of a major contract, the CPB shall, where special circumstances provided in subsection (2) apply, initiate and oversee the negotiation between a public body and a selected bidder or other bidders in accordance with such instructions as may be issued by the Policy Office.</p> <p>Section 8 of the PP Regulations finally provides that negotiations may be carried out with a bidder or supplier where:</p> <ul style="list-style-type: none"> <li>(a) the lowest evaluated substantially responsive bid is substantially above the updated estimated costs and a re-bid exercise is considered not practical;</li> <li>(b) direct procurement from a single source is resorted to; or</li> <li>(c) emergency procurement under section 21 of the Procurement Act is resorted to.</li> </ul> <p>PPP manual 8.3.5.7 Negotiation</p> <p>8.3.5.7.1 The CTB may recommend the Contracting Authority to enter into negotiations with the preferred bidder. There are various dangers, which must be avoided in this exercise:</p> <ul style="list-style-type: none"> <li>(i) negotiations may create an entirely new scope for the project. The Contracting Authority should stick to its needs and focus only on issues such as risk transfer, price mechanisms and affordability gaps;</li> <li>(ii) the private sector has more negotiating skills on PPP projects and may influence the project affordability and value for money. In order to mitigate this danger, negotiation may be limited to pre-determined items and the Contracting Authority should clarify its position on these before negotiations start; and</li> <li>(iii) there is a lack of structure for conducting negotiations. The negotiating team may not be constituted with the right members or negotiations may take a long time. This may be solved by setting out the negotiating structure prior to the commencement of negotiations.</li> </ul> <p>8.3.5.7.2 In case there are changes in the terms of the agreement which have a significant impact on the feasibility study, the Contracting Authority will have to seek the approval of the Financial Secretary.</p>
<b>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:</b>	No data
<b>Does the procuring authority</b>	No

<b>publish the PPP contract?</b>	
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If yes, is it published online?</b>	n/a
<b>If yes, please specify the website:</b>	n/a
<b>Does the regulatory framework establish any exceptions where the procurement process described above does not apply or allows for a “fast track” procedure?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Pursuant to Article 25.2.b of the PPA, where only one supplier has the exclusive right to manufacture the goods, carry out the works, or perform the services to be procured, and no suitable alternative is available.
<b>Unsolicited proposals</b>	Score: 42
<b>Does the regulatory framework allow for the submission of unsolicited proposals? (if no, skip to section F)</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Section 3C(1) of the PPPA provides that any person may, identify a project to be implemented under an agreement and submit to the contracting authority (a) a description thereof; and (b) an estimated costs of the feasibility study of the project.
<b>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:</b>	0
<b>Does the procuring authority conduct an assessment to evaluate unsolicited proposals?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	Sections 3C(3)-(4) of the PPPA provide that on receipt of a project, the contracting authority shall, within 15 working days, refer the project to the PPP Committee together with its recommendations. Where the PPP Committee recommends the retention of the project, the contracting authority shall, within 5 working days, request the person to submit a proposal in relation thereof, containing: (a) details of his technical, commercial, managerial and financial capabilities; (b) a feasibility study containing the technical and commercial details of the project; and (c) the nature of information which is proprietary.
<b>If yes, does it ensure that the unsolicited proposal is consistent with the existing</b>	Yes



<b>government priorities?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Practice
<b>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.</b>	No
<b>If yes, please specify:</b>	n/a
<b>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</b>	No
<b>The regulatory framework does not include any provisions.</b>	Yes
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>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:</b>	No data
<b>Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Section 3C (8) of the PPPA, the contracting authority shall follow the procedures relating to the invitation for request for proposal in accordance with this Act.
<b>Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a

<b>and the time in calendar days:</b>	n/a
<b>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.</b>	No
<b>Developer's fee (reimbursing the original proponent for the project development cost).</b>	Yes
<b>Bid bonus.</b>	Yes
<b>Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).</b>	No
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to section 3C (7) of the PPP Act, the contracting authority shall specify in the request for proposal referred to in section 4(1)(d) that in case the price quoted by the person making the proposal is within the range of 10 per cent when compared with the price quoted by a preferred bidder, the person making the proposal shall be the preferred bidder. Section 3C (9) indicates that, where the person making the proposal under this section – (a) is not the successful bidder, the contracting authority shall – (i) compensate the person for the costs of the feasibility study referred to in subsections (1) and (2).
<b>PPP Contract Management</b>	Score: 52
<b>Has the procuring or contract management authority established a system to manage the implementation of the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any)</b>	<p>According to section 2.16 of the PPP Manual, the responsibility of the contracting authority can be viewed under 2 headings, including § Contract management - to ensure that the roles and responsibilities of each party are understood and fulfilled according to the provisions of the project agreement.</p> <p>Section 2.18 further indicates the key to the successful management of any PPP contract is the setting up of monitoring and control systems to ensure that the performance standards set out in the contract are met:</p> <p>§ Performance management – to perform as part of its management function a day-to-day assessment of the service provided.</p>
<b>If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory</b>	According to section 2.16 (a) of a PPP Manual, the contracting authority may set up a

<b>provisions (if any):</b>	<p>contract management team whose role is to:</p> <ul style="list-style-type: none"> <li>§ Monitor service delivery and assess the performance of the project relative to the standards specified in the project agreement;</li> <li>§ Ensure the provision of a quality service to the end of the operating period by spot-checking and monitoring performance throughout the life of the project;</li> <li>§ Ensure that the level of risk transfer specified in the project agreement is adhered to. Failure of the contractor to comply with standards should result in enhanced monitoring, proposals for rectification or payment reduction;</li> <li>§ Monitor during the construction phase the development of the facility both in terms of quality and time scales;</li> <li>§ Ensure the availability of the asset during the operational phase and the provision of services in accordance with the output specification. In the event of underperformance the contracting authority shall, following the provisions of the contract, impose payments penalties or may even terminate the contract.</li> </ul> <p>2.16b The contracting authority may also appoint a contract manager who shall be the formal point of contact between the contracting authority and the private partner for the duration of the construction and operational phases. The contract management role commences at the award of the contract stage and extends to the end of the operating period.</p> <p>2.16c The contract management structures should be put in place at the procurement to ensure that those involved are familiar with the details of the project and the project agreement.</p> <p>2.16d The contract management role shall commence at the award of the contract stage and shall extend to the end of the operating period.</p> <p>2.17 During the construction phase, the contract management team’s function will be to monitor the development of the facility both in terms of quality and time scale. During the operational phase the team’s concerns will include the availability of the asset, the provision of services in accordance with the output specification. In the event of underperformance, there should be provisions for payment penalties and ultimately for the termination of the contract by the contracting authority.</p>
<b>Participation of the members of the PPP contract management team in the PPP procurement process.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>Possibility to consult with PPP procurement experts when managing the PPP contract.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>Elaboration of a PPP implementation manual or an equivalent document.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>

<b>Other</b>	No
<b>please specify:</b>	n/a
<b>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 contract management team? Please elaborate:</b>	No data
<b>Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Section 8.5.18 of the PPP Manual provides for performance Monitoring: Since the private party will be paid based on output performance, the Contract has to specify the performance required, the means by which the Contracting Authority will be verifying the performance and the consequences if the private body does not meet the expected level.</p> <p>According to section 2.18, the key to the successful management of any PPP contract is the setting up of monitoring and control systems to ensure that the performance standards set out in the contract are met :</p> <p>§ Performance management – to perform as part of its management function a day-to-day assessment of the service provided.</p>
<b>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.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring or contract management authority must periodically gather information on the performance of the PPP contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Section 8.5.18 of the PPP Manual provides for Performance Monitoring: Since the private party will be paid based on output performance, the Contract has to specify the performance required, the means by which the Contracting Authority will be verifying the performance and the consequences if the private body does not meet the expected level.</p>
<b>The procuring or contract management authority must establish a risk mitigation mechanism.</b>	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Section 6.13 of the PPP Manual provides for Risk Management Plans: Infrastructure projects that are procured using PPPs will commit contracting authorities to significant investment throughout the duration of the PPP Agreement. It is therefore important that contracting authorities establish appropriate plans to manage the risks that they retain. These plans should set out how the retained risks will be monitored so that their likely occurrence can be identified at an early stage. It should also set out the actions that will be taken by the Contracting Authority to manage risks if and when they occur, and identify the resources that will be required to implement the risk management plan. For those risks transferred to the Contractor, the risk management plan should demonstrate how the contract facilitates the transfer of such risks, and set out the plans of the Contractor to manage those risks that have been allocated to it. The risk management plan should confirm that there are no outstanding issues affecting the allocation and management of risk between the Contracting Authority and its appointed Contractor.</p> <p>The report should include details of the final risk matrix including:</p> <ul style="list-style-type: none"> <li>§ The methodology used to quantify the risk</li> <li>§ A description of risk</li> <li>§ The quantification of risk</li> <li>§ The allocation of risk</li> <li>§ A statement of how risks are transferred in the Contract</li> <li>§ A statement of how retained risks will be managed.</li> </ul>
<b>The PPP contract performance information must be available to the public.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>Is PPP contract performance information publicly available online?</b>	No
<b>If yes, please specify the website:</b>	n/a
<b>Does the regulatory framework expressly regulate a change in the structure (i.e. stakeholder composition) of PPPCo?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>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).</b>	n/a
<b>If yes, please provide the</b>	n/a

<b>relevant legal/regulatory provisions:</b>	
<b>In case of a change affecting the controlling interest, the replacing entity must meet the same technical qualifications as the original operator.</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Flexibility to substitute non-controlling interest after the initial period.</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Does the regulatory framework expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions:</b>	Section 46(2) of the Procurement Act provides that any amendment to the contract, other than changes which do not alter the basic nature or scope of the contract, shall be expressly agreed by the parties in writing. Section 46(3) further provides that an amendment to the contract that will increase the contract value by more than 25 percent shall require fresh procurement proceedings. However section 46(4) provides that no formal amendment of the contract shall be required where the public body wishes to make a variation or invokes a contract price adjustment, which is expressly authorized in the contract.
<b>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.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>A change in the risk allocation of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>A change in the investment plan or duration of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Does the regulatory framework expressly regulate</b>	Yes

<b>the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure.</b>	
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>Section 46(1) of the PPA provides that a procurement contract shall include the modalities of 'force majeure'.</p> <p>Section 8.5.25.3 of the PPP Manual provides for termination on Force Majeure: the force majeure events that can lead to the termination of the contract have to be defined in the contract. In case the force majeure occurs, the Contracting Authority should pay compensation to the private body reflecting the principle that the force majeure is neither party's fault and the financial consequences should be shared.</p>
<b>Material Adverse government action.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Change in the Law.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Change in law is regulated by section 8.5.23 of the PPP Manual: the private body has to abide with all legislation. The price quoted should take into consideration the current legislation. It is natural for changes to occur in the legislation of a country. If the legislative changes relate directly to the project, then the risk has to be taken by the Contracting Authority. In case the changes relate to the general regulation, such as changes in tax, then the private body may be asked to bear the risk.
<b>Refinancing.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Other.</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions:</b>	n/a
<b>Does the regulatory framework establish a specific dispute resolution mechanism for PPPs?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions</b>	<p>Section 67 of the PPR provides that the parties to a procurement contract may agree in the procurement contract, or by a separate agreement, to submit any dispute arising out under the procurement contract for settlement by arbitration.</p> <p>Dispute Resolution is regulated by section 8.5.30 of the PPP Manual. A dispute resolution procedure must be specified in the Contract. The following three-stage process may be used:</p> <ul style="list-style-type: none"> <li>a) the public and private parties consult each other for a fixed time period in an attempt to come to a mutually satisfactory agreement;</li> <li>b) a third party expert may be appointed as specified in the contract to take decision;</li> <li>and</li> <li>c) if either party disagrees with the expert's decision, it may refer the matter to the court for a final and binding decision.</li> </ul>

<p><b>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.</b></p>	<p>Yes</p>
<p><b>If yes, please specify:</b></p>	<p>Section 67 of the PPR provides that the parties to a procurement contract may agree in the procurement contract, or by a separate agreement, to submit any dispute arising out under the procurement contract for settlement by arbitration.</p> <p>Dispute Resolution is regulated by section 8.5.30 of the PPP Manual. A dispute resolution procedure must be specified in the Contract. The following three-stage process may be used:</p> <p>a) the public and private parties consult each other for a fixed time period in an attempt to come to a mutually satisfactory agreement;</p> <p>b) a third party expert may be appointed as specified in the contract to take decision; and</p> <p>c) if either party disagrees with the expert's decision, it may refer the matter to the court for a final and binding decision.</p>
<p><b>The regulatory framework prescribes that a dispute resolution mechanism should be regulated in the contract.</b></p>	<p>No</p>
<p><b>The regulatory framework provide the parties with recourse to arbitration but no other alternative dispute resolution mechanism.</b></p>	<p>No</p>
<p><b>Other</b></p>	<p>No</p>
<p><b>please specify:</b></p>	<p>n/a</p>
<p><b>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 to meet service obligations?</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>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</b></p>	<p>n/a</p>



<b>step-in rights.</b>	
<b>If yes, please specify:</b>	n/a
<b>The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.</b>	n/a
<b>The regulatory framework prescribes that a direct agreement should be signed with the lenders.</b>	n/a
<b>Other</b>	n/a
<b>please specify:</b>	n/a
<b>Does the regulatory framework expressly establish the grounds for termination of a PPP contract?</b>	Yes
<b>If yes, please specify:</b>	Convenience; Contracting Authority Default; Private Sector Default; Force majeure; Corrupt Gifts and Fraud; Voluntary Termination by Contracting Authority
<b>and provide the relevant legal/regulatory provisions:</b>	<p>Section 48(a) of the Procurement Act provides that a public body may terminate a procurement contract for its convenience at any time upon a determination that because of changed circumstances the continuation of the contract is not in the public interest. Other termination events are contractual matters to be agreed by the parties.</p> <p>According to section 8.5.25 of the PPP Manual, a contract may terminate naturally at its expiry date or as a result of early termination. Early termination may be caused by Public or Private body default, force majeure or corruption. In case of termination, the contract should here specify what will happen to the assets and how much the private body will have to compensate, if applicable. Early termination may occur due to the following reasons:</p> <p>8.5.25.1 Termination on Contracting Authority Default: The private body should be given the right to terminate the contract where the Contracting Authority acts in a way which renders their contractual relationship untenable or completely frustrates the private body's to deliver the service. The level of compensation payable upon termination must be set out in the contract.</p> <p>8.5.25.2 Termination on private sector Default: The contract should specify the events of private body's default that may lead to termination. The amount of compensation payable on private sector default should be specified.</p> <p>8.5.25.3 Termination on Force Majeure: The force majeure events that can lead to the termination of the contract have to be defined in the contract. In case the force majeure occurs, the Contracting Authority should pay compensation to the private body reflecting the principle that the force majeure is neither party's fault and the financial consequences should be shared.</p> <p>8.5.25.4 Termination on Corrupt Gifts and Fraud: The contract must be terminated if it has been found that there has been corrupt acts or fraud involving members of the private party and the Contracting Authority.</p> <p>8.5.25.5 Voluntary Termination by Contracting Authority: In case the Contracting Authority is no longer able to continue the relationship for any reason, for instance, policy change, it may wish to keep the right to terminate the contract voluntarily, provided the private body is compensated in full.</p>

<p><b>If yes, does the regulatory framework also establish the consequences for the termination of the PPP contract?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>Section 48(b) of the Procurement Act provides that upon such a termination, the contractor will be entitled to reimbursement of expenses incurred in the performance of the contract, but will not be entitled to recover anticipated profits on the completion of the contract.</p> <p>Section 64(1) of the PPR further provides that where the contract is terminated for convenience, the public body shall authorize payment for the value of the work done, goods or services supplied, the reasonable cost of removal of equipment, repatriation of the supplier's personnel employed solely on the works, and the supplier's costs of protecting and securing the works, where applicable, and less any advance payment received by the contractor up to the date of the notice of termination.</p> <p>According to section 8.5.25 of the PPP Manual, a contract may terminate naturally at its expiry date or as a result of early termination. Early termination may be caused by Public or Private body default, force majeure or corruption. In case of termination, the contract should here specify what will happen to the assets and how much the private body will have to compensate, if applicable. Early termination may occur due to the following reasons:</p> <p>8.5.25.1 Termination on Contracting Authority Default: The private body should be given the right to terminate the contract where the Contracting Authority acts in a way which renders their contractual relationship untenable or completely frustrates the private body's to deliver the service. The level of compensation payable upon termination must be set out in the contract.</p> <p>8.5.25.2 Termination on private sector Default: The contract should specify the events of private body's default that may lead to termination. The amount of compensation payable on private sector default should be specified.</p> <p>8.5.25.3 Termination on Force Majeure: The force majeure events that can lead to the termination of the contract have to be defined in the contract. In case the force majeure occurs, the Contracting Authority should pay compensation to the private body reflecting the principle that the force majeure is neither party's fault and the financial consequences should be shared.</p> <p>8.5.25.4 Termination on Corrupt Gifts and Fraud: The contract must be terminated if it has been found that there has been corrupt acts or fraud involving members of the private party and the Contracting Authority.</p> <p>8.5.25.5 Voluntary Termination by Contracting Authority: In case the Contracting Authority is no longer able to continue the relationship for any reason, for instance, policy change, it may wish to keep the right to terminate the contract voluntarily, provided the private body is compensated in full.</p>
<p><b>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</b></p>	<p>No</p>

<b>adopted BEFORE June 1, 2016?</b>	
<b>Please describe:</b>	n/a
<b>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?</b>	No
<b>Please describe:</b>	n/a