



PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN ANGOLA

SURVEY QUESTION	ANALYSIS
PPP Regulatory Framework	
2. Does the regulatory framework in your country allow procuring PPPs?	Yes
If yes, please specify the relevant regulatory framework and the year of adoption:	<p>The regulatory framework on PPPs in Angola is governed by Law No. 2/11, issued 14 January, 2011 on Public-Private Partnerships [hereinafter “PPP Law”], where PPPs are defined in Article 2(1) as contracts or union contracts of which private entities undertake, through an extended period, before a public partner, to ensure the development of an activity aimed at the satisfaction of a collective need, and that the financing , responsibility of the investment, and exploitation is incumbent, in whole or in part on the private partner. Law No. 9/16 issued on September 21, 2016 regulating the Public Procurement Law (revoking Law no. 20/10 issued on September 7, 2010) also governs PPPs where the PPP Law omits to address certain issues. Law No. 14/15 regulating the Private Investment Law issued on August 11, 2015 also provides in Article 9(1) that economic sectors like electricity and water, tourism, communication, and transportation may be invested in through PPPs. Law 5/02 on the Delimitation of Economic Sectors provides in Article 12 (control reservation) that sectors including postal services and local infrastructure (like basic communication network) may be developed under PPP arrangements. This framework shall shape the scope of analysis under 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.cidadao.gov.ao/VerLegislacao.aspx?id=439 http://utip.gov.ao/legislacao/</p>
2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?	Yes
Please describe:	<p>The previous Public Procurement Law, approved by Law No. 20/10, of September 7, 2010, was revoked by the current Public Procurement Law (also known as Public Contracts Law), approved by Law No. 9/16, of June 16, 2016.</p>
2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?	No
Please describe:	n/a

3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.2 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Energy generation and distribution.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.4 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Telecom	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.5 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other	No
If yes, specify and provide the relevant legal/regulatory provisions:	n/a
4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax	No

incentives, special tax depreciation treatment, etc.)?	
If yes, please specify and provide the relevant legal/regulatory provision (if any):	n/a
5. Please identify the PPP procuring authorities in Angola and provide their website(s) (if available):	Under Article 2.2 of the PPP Law, a number of public entities (referred to as “public partner” in the Law) that may procure PPPs are set out as follows:1. Angolan State (http://www.governo.gov.ao/) and Municipality/local (“Autarquias locais”) government; 2. Independent funds and services within the public administration (the Angolan Sovereign Wealth Fund (“Fundo Soberano de Angola” - FSA) is one of the independent funds in Angola) - http://www.fundosoberano.ao/language/en/ ; 3. Corporate public entities, or state owned-enterprises.
6. 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 Ministerial Commission for the Assessment of PPPs (“Comissão Ministerial de Avaliação das Parcerias Público-Privadas”) [hereinafter “CMAPPP”] must review and approve PPP projects prior to their submission to the Angolan President (article 9.1 of PPP Law). No website has yet been established for this entity. Nonetheless, contributors have provided that a centralized PPP Unit in that name has not been established. The Executive has been establishing a PPP Unit in the different relevant line ministries on an ad hoc basis currently. Contributors provide that the Technical Support Office for PPPs of the Ministry of Economy [“Gabinete Técnico de Apoio às Parcerias Público Privadas do Ministério da Economia”] assumes the role of facilitating the PPP program in Angola.
6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.	Yes
6.2 PPP capacity building for other public authorities.	Yes
6.3 PPP promotion among the public and/or private sectors in national and international forums.	Yes
6.4 Technical support in implementing PPP projects.	Yes
6.5 Identification and selection of PPP projects from the pipeline.	No
6.6 Revision of fiscal risks born by the Government.	No

6.7 Consultation with affected communities on potential impact of PPP projects.	No
6.8 Approval of PPP projects.	Yes
6.9 Undertaking the procurement of PPPs.	No
6.10 Oversight of PPP implementation.	Yes
6.11 Other	No
6.11 please specify:	n/a
Please provide the relevant legal/regulatory provisions:	<p>According to the Executive Decree No. 10/12 of January 5, 2012 on the Rules of Procedure of Public-Private Partnership, Technical Support Office is Gabinete Técnico de Apoio às Parcerias Público Privadas. Article 2 provides that the PPP Technical Support Office is an entity specifically allocated to support the Ministry of Economy, with the purpose to monitor the development of the PPPs, and in close cooperation with other ministries and state departments. Article 3 provides,</p> <p>The Technical Office for Support to Public-Private Partnerships has the following responsibilities:</p> <ul style="list-style-type: none"> a) Validate the financial structuring of the contracts in the scope of Public Private Partnerships; b) Assist the public entity in the negotiations with the private partners; c) Monitor and supervise the services to be provided in the framework of the Public Private Partnerships, including the clauses of provided for in the Law; d) Elaborate the technical documents and legal statutes complementary to the Law; e) Prepare preparatory opinions for the decision-making in the areas of its attributions; and f) Perform other tasks assigned to it by the Minister of Economy.
PPP Preparation	
8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a

8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting according to International Public Sector Accounting Standards (IPSAS).	No
Accounting and reporting according to other international standard (e.g. European System of Accounts).	No
Please specify:	n/a
Other.	No
Please specify:	n/a
9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?	Yes
If yes, please specify the relevant authority	CMAPP
and provide the relevant legal/regulatory provisions (if any):	According to Article 9(1)(c) of the PPP Law, CMAPP approves the proposals for PPP projects, presented by sectors, with prior opinion of the Ministry Trusteeship. This would include conducting the required assessments as identified by Articles 10-12 of the PPP Law.

9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before signing the PPP contract?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Article 14 of the PPP Law, after selecting the winner and approval of the process hiring by the Audit Court, CMAPPP forwards the partnership project file along with the draft contract for approval of the Power Holder Executive. The Executive has been identified by contributors as the Angolan President, for final approval, or ratification.</p>
10. Does the procuring authority use transaction advisors during the PPP project cycle?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 22 of the PPP Law permits procuring authorities to resort to external consultants, and regulates the different requirements of such use, particularly those pertaining to conflicts of interest.</p>
11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.	<p>Yes</p>
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	<p>According to Article 6(1)(a) of the PPP Law, public-private partnerships must be included in the General Plan of Public-Private Partnerships (PGPPP), multiannual document and multisectoral sector, which defines the strategy for public-private partnerships, drawn up with the collaboration of all ministerial departments, which must be approved by the Executive. Furthermore, it is stated that in order for a PPP to be executed, compliance with the rules relating to financial scheduling in the State Budget Law is a precondition. Article 8 of the same Law provides that sectoral prioritizations may take place in the form of PPPs in accordance with the State's political priorities.</p>

The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.	No
If yes, please elaborate:	n/a
The procuring authority does not evaluate PPPs against existing government priorities.	No
Please elaborate and provide examples:	n/a
11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?	Yes
If yes, please specify:	Contributors point out that this is a natural conclusion of the fact that PPP projects are always pre-approved annually in the general budget of the State within the General Plan, according to Article 6(1)(a).
If no, please elaborate:	n/a
12.1 Which of the following assessments are conducted when identifying and preparing a PPP in order to inform the decision to proceed with it? (check all that apply): Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)	Yes
Relevant legal/regulatory provision (if any)	According to Article 6(1)(f) of the PPP Law, procuring authorities must diligently ensure that PPP projects generate economic and social returns to the State.
Is there a specific methodology for the assessment?	No

If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	This assessment does not happen in practice, according to contributors.
12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)	Yes
Relevant legal/regulatory provision (if any)	According to Article 11(1)(g) of the PPP Law, the dossier assessed by CMAPPP must include a statement of costs and affordability of risks from the partnership, depending on multiannual financial planning sector, public and administrative.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	This assessment does not happen in practice, according to contributors.
12.3. Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision (if any)	According to Article 7 of the PPP Law, the allocation of risk between public and private entities must be clearly identified, including the different risks inherent in the partnership, which should be shared between the parties based on their ability to manage these risks to lower costs for projects. According to Article 11(1)(g) of the PPP Law, the dossier assessed by CMAPPP must include a statement of costs and affordability of risks from the partnership, depending on multiannual financial planning sector, public and administrative. And Article 11(3)(c) provides that the Ministry of Trusteeship would prepare a report in accordance with CMAPPP's required approvals that ensures that risks of the partnership agreement are properly quantified and allocated (Risk Matrix) and the potential impact of the partner is publicly documented.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	This assessment does not happen in practice, according to contributors.
12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives (i.e. value for	Yes

money analysis, public sector comparator)	
Relevant legal/regulatory provision (if any)	According to Article 6(1)(d) of the PPP Law, procuring authorities must diligently ensure that PPP projects set up a partnership model that presents the most efficient option for the public partner, where the relative advantages to alternative ways of achieving the same purposes, namely by model traditional public procurement, are assessed.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	This assessment does not happen in practice, according to contributors.
12.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision (if any)	Article 11(1)(d) of the PPP Law provides that the dossier assessed by CMAPPP must include a description of the project and its financing mode. And Article 11(1)(g) of the PPP Law provides that the dossier must include a statement of costs and affordability of risks from the partnership, depending on multiannual financial planning sector, public and administrative.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	This assessment does not happen in practice, according to contributors.
12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)	Yes
Relevant legal/regulatory provision (if any)	According to Article 10(2) of the PPP Law, the study and preparation of the partnership agreement should take into consideration the convenience of the preliminary inquiry status of the private sector regarding the type of partnership, with a view in particular to identifying potential interest and analysis of market conditions existential ties.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	This assessment does not happen in practice, according to contributors.
12.7. Environmental impact assessment	Yes
Relevant legal/regulatory provision (if any)	According to Article 11.1(h) of the PPP Law, the environmental license, when required, must be included in the report to be submitted to CMAPPP. Whenever such license is required, it must be obtained under the specific

	rules of the general environmental licensing legislation, namely Decree No. 59/07, of 13 July 2007, which enacted the Environmental Licensing Law, and Decree No. 51/04, of 23 July 2004, on the Environmental Impact Assessment.
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Environmental impact assessment is made in the terms of the general environmental licensing legislation, namely Decree No. 59/07, of 13 July 2007, which enacted the Environmental Licensing Law, and Decree No. 51/04, of 23 July 2004, on the Environmental Impact Assessment.
Is the assessment done in practice?	No
Details:	This assessment does not happen in practice, according to contributors.
12.8. Consultation process with affected communities on potential impact of the PPP project	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and specify which of the assessments are included in the request for proposals and/or tender documents:	n/a
13.1. Are the assessments published online?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
specify the website	n/a

please specify which of the assessments are published online:	n/a
14. Does the procuring authority include a draft PPP contract in the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Article 11(1)(i) of the PPP Law, the dossier to be submitted to CMAPPP should contain the draft contract for assessment and approval.
If no, please elaborate	n/a
14.1. Are the tender documents published online?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 69 of the Public Procurement Law requires the tender documents to be published both in the Official Gazette (Diário da República) and online on the Public Procurement Website: http://www.contratacao publica.minfin.gv.ao/
and please specify the website:	http://www.contratacao publica.minfin.gv.ao/
15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?	No
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	n/a
16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the following requirements? Obtaining the required urban permits: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Article 6.1(e) of the PPP Law sets down the core elements of a PPP agreement and presupposes the existence of all permits and authorizations, yet the Article does not point a specific partner of the PPP agreement as responsible for obtaining such. Contributors confirmed this is to be further established in the contract.
16.2. Obtaining the required environmental permits:	No

Procuring authority (or other Government entity)	
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Article 6.1(e) of the PPP Law sets down the core elements of a PPP agreement and presupposes the existence of all permits and authorizations, yet the Article does not point a specific partner of the PPP agreement as responsible for obtaining such. Contributors confirmed this is to be further established in the contract. In addition, Article 11.1(h) requires all environmental licenses to be present before the approval of the PPP project by CMAPP.
16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Article 6.1(e) of the PPP Law sets down the core elements of a PPP agreement and presupposes the existence of all permits and authorizations, yet the Article does not point a specific partner of the PPP agreement as responsible for obtaining such. Contributors confirmed this is to be further established in the contract.
16.4. Obtaining the required land: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Article 6.1(e) of the PPP Law sets down the core elements of a PPP agreement and has a broad meaning in regard to presupposing the existence of all permits and authorizations. Contributors identify its extension to necessary land for the PPP project, yet the Article does not point a specific partner of the PPP agreement as responsible for obtaining such. Contributors confirmed this is to be further established in the contract.
16.5. Obtaining the required right of way: Procuring	No

authority (or other Government entity)	
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Article 6.1(e) of the PPP Law sets down the core elements of a PPP agreement and has a broad meaning in regard to presupposing the existence of all permits and authorizations. Contributors identify its extension to necessary land for the PPP project, yet the Article does not point a specific partner of the PPP agreement as responsible for obtaining such. Contributors confirmed this is to be further established in the contract.
PPP Procurement	
18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	No
The bid evaluation committee members require sufficient qualification without specific details.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The bid evaluation committee members are not required to have any specific qualifications.	Yes
Please elaborate and provide examples:	The bid evaluation committee members are not required to meet specific qualifications. However, the PPP Law in Article 9(4) provides that under specific circumstances, external consultants may be hired to provide advisory services, inter alia, in preparation, evaluation, monitoring and renegotiation.
19. Does the procuring authority issue a public procurement notice of the PPP project?	Yes

If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Articles 69 and 119 of the Public Procurement Law state that the public procurement notices (“tender notices”) must be published in the Angolan Official Gazette (“Diário da República”) and in a widely-read newspaper.
19.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	http://www.impresanacional.gov.ao/ and http://www.contratacao publica.minfin.gv.ao/
20. Are foreign companies prohibited from participating in the bidding process?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to the Public Procurement Law: 1. For public tenders, the contractor may grant a period of time from 20 to 120 days (Article 67); 2. For restricted tenders, this period is freely defined by the contracting authority (Article 127); 3. For restricted tenders by invitation, this period may not be less than 6 days with no explicit maximum limit (Article 140).
and the time in calendar days:	20
22.1. In a case comparable to the case study assumptions, which are the procurement procedures available and/or set as default for PPP projects? Open tendering:	Yes
Available	
Default	No
Relevant legal/regulatory provision (if any)	Article 12 of the PPP Law refers to the Public Procurement Law on this matter. Articles 5(k) and 22 of the Public Procurement Law allow for open tendering.
22.2. Restricted tendering (with pre-qualification stage):	Yes
Available	
Default	No
Relevant legal/regulatory provision (if any)	Article 12 of the PPP Law refers to the Public Procurement Law on this matter. Articles 5(j) and 22 of the Public Procurement Law allow restricted tendering by pre-qualification.

22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	Article 12 of the PPP Law refers to the Public Procurement Law on this matter. Article 22 of the Public Procurement Law allows for restricted tendering by invitation.
22.4. Competitive dialogue: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.5. Direct negotiation with more than one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.6. Direct negotiation with only one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.7 Other. Specify:	No
Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	As foreseen in Article 44 et seq. of the Public Procurement Law, the procurement notice must contain all details on the procedure until the execution of the agreement.
If no, please elaborate:	n/a
22.9. Do the tender documents specify the prequalification/shortlisting criteria (when applicable) in order to make them available to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Articles 120.1 (n) and 122 of the Public Procurement Law provides that the qualification criteria must be disclosed in the procurement notice.

22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?	No
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
If no, please elaborate:	There is no track record of relevant government entities having respected such criteria in PPPs.
23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Articles 50 and 74 of the Public Procurement Law provide that interested entities in the tender process may, within the first third of the submission period, request (by writing) any clarifications, if necessary.
23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Article 50.4 of the Public Procurement Law, questions and clarifications shall be disclosed to all of the potential bidders.
23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	No
If yes, please specify:	n/a
If no, please elaborate:	There is no track record of PPPs having such disclosure of information.
24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?	No
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the results of the pre-bid conference to all bidders?	n/a

If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	n/a
If yes, please specify:	n/a
If no, please elaborate:	n/a
25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If no, please elaborate:	Articles 58 and 59 of the Public Procurement Law provide, when determining the documents to be submitted by the bidder, do not refer to the financial model.
26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Article 84 of the Public Procurement Law, the bids of the bidders which have not been excluded, shall be analyzed solely in accordance with the awarding criteria established in the tender documents.
Evaluation criteria is not set in the tender documents	No
27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one): The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.	No
Please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority considers sole proposals valid	No

as long as they meet the conditions outlined in the tender documents.	
Please provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority does not award a PPP contract if only one proposal is submitted.	Yes
Please provide the relevant legal/regulatory provisions (if any):	Article 12.4 of the PPP Law provides, "Interruption of the procedure for setting up partnership is mandatory where only one competitor is present in the respective procurement procedure, unless decision is made by the Ministerial Committee Evaluation of Public-Private Partnerships (CMAPPP)."
The regulatory framework does not include any provisions.	No
28. Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Pursuant to Articles 98 and 99 of the Public Procurement Law, the award is notified to the tendered, as well as the remaining bidders, which may review all documentation regarding the process. Additionally, the results are released in the procuring authority's website upon notification to the authority which, in each case, has the power to execute the relevant contract.
28.1. If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	http://www.contratacao publica.minfin.gv.ao/ & http://www.impresanacional.gov.ao/
29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Articles 98 and 99 of the Public Procurement Law, the award is notified to the tendered, as well as the remaining bidders, which may review all documentation regarding the process. Additionally, the results are released in the procuring authority's website upon notification to the authority which, in each case, has the power to execute the relevant contract.
If no, please elaborate:	n/a
29.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Article 98.2 of the Public Procurement Law, all bidders are provided with the outcome of the procurement process, and are granted the right to review the full tender file. And Article 99 of the Public Procurement Law determines that the notification of the award must be done using the template contained in Appendix VII to the statute. Such template includes,

	among other mandatory information to be disclosed, the grounds for selection.
30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 15.1 and 16 of the Public Procurement Law allow unsuccessful bidders to challenge the award decision within 5 days after the contract award and before the signing of the contract, period that starts after the notice has been made. Contributors confirm that this period is used as a standstill period after contract award and before the signing of the contract.
and the time in calendar days:	5
30.1. Is the standstill period set out in the notice of intention to award?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of the PPP contract in order to prevent an unfair disadvantage to the other bidders?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
31.1. Based on your experience, is it always the case that this restriction is respected in practice?	n/a
If yes, please specify:	n/a
If no, please elaborate:	n/a
32. Does the procuring authority publish the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP	n/a

contract including all its annexes and appendixes	
Publication of the full PPP contract without including all its annexes and appendixes	n/a
Publication of a summary of the PPP contract without publishing the full PPP contract	n/a
Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes	n/a
Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes	n/a
32.2. If yes, is it published online?	n/a
If yes, please specify the website:	n/a
32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
PPP Contract Management	
41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Chapter III of the PPP Law entitled “Supervision and Monitoring of Partnerships,” addresses implementation mechanisms in Articles 15 and 16 particularly. The supervisory power and control of implementing partnerships are exercised by bodies or services identified in the contracts, according to Article 15.
41.1. If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team	No

Relevant legal/regulatory provisions (if any):	n/a
Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa	No
Relevant legal/regulatory provisions (if any):	n/a
Elaboration of a PPP implementation manual or an equivalent document	No
Relevant legal/regulatory provisions (if any):	n/a
Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)	No
Relevant legal/regulatory provisions (if any):	n/a
Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)	No
Relevant legal/regulatory provisions (if any):	n/a
41.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please select only one): The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications.	No
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are required to meet sufficient qualification without specific details.	No

If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are not required to meet any specific qualifications.	No
Please elaborate and provide examples:	n/a
42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 16.5 of the PPP Law provides that the Head of the Executive shall submit an annual report on the partnership's developments to the National Assembly and the Court of Auditors.
42.1. If yes, is the PPP contract construction performance information made available to the public?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Article 16.5 of the PPP Law, such data must be released, provided no confidentiality rules prevent such disclosure.
42.2. If yes, is the PPP contract construction performance information made publicly available online?	Yes
If yes, please specify the website:	Article 16.5 of the PPP Law refers to the 'public network of data transmission'. Contributors confirm that such network corresponds to the internet.
43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Chapter III of the PPP Law entitled "Supervision and Monitoring of Partnerships," and addresses implementation mechanisms in Articles 15 and 16 particularly. The supervisory power and control of implementing partnerships are exercised by bodies or services identified in the contracts, according to Article 15.
43.1. If yes, which of the following tools does it include (check all that apply)? Performance is assessed against evaluation criteria set in the tender documents and the PPP contract	No

Relevant legal/regulatory provisions (if any)	n/a
The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract	No
Relevant legal/regulatory provisions (if any)	n/a
The private partner must provide the procuring or contract management authority with periodic operational and financial data	Yes
Relevant legal/regulatory provisions (if any)	Contributors provided that Articles 15 and 16.2 of the PPP Law provide that PPP agreements must indicate the entity which is responsible to oversee the execution of the project, where CMAPPP would be entitled to gather information concerning the implementation of the project and, in particular, to receive the mandatory communications that must be addressed by the PPP Co.
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	Yes
Relevant legal/regulatory provisions (if any)	Contributors provided that Article 16(5) of the PPP Law provides, where the holder of the Executive Power refers to the National Assembly and Court of Auditors on an annual basis, the performance reports on public-private partnership contracts, that subject to information classified as sensitive, should be made available to the public through a public data transmission.
The PPP contract performance information must be available to the public	No
Relevant legal/regulatory provisions (if any)	n/a
43.2. Is PPP contract performance information made publicly available online?	No
If yes, please specify the website:	n/a
44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a

<p>45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Article 13(2) of the PPP Law entitled the “Special Purpose Vehicle” provides that the transfer of control of special purpose vehicle is dependent on express authorization of the Public Administration, pursuant to the public notice and contract.</p>
<p>45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first five years of operation).</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>In other cases, flexibility to change the ownership structure and/or assign the contract.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>46. Does the regulatory framework (including standard contractual clauses) expressly regulate the</p>	<p>Yes</p>

modification or renegotiation of the PPP contract (once the contract is signed)?	
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Article 17(2) of the PPP Law, when a procuring entity intends to study and prepare amendments to the terms and conditions of a partnership agreement already concluded, it must refer the dossier to the concerned ministerial department to issue an opinion on the matter accompanied by CMAPPP's review of this opinion.
46.1. If yes, is an approval from a government authority, other than the procuring authority, required?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 17.1 of the PPP Law expressly regulates any modification to the PPP contract after it has been signed, including amendments to the scope and/or object of the contract, risk allocation, duration, and agreed price or tariff. According to Article 17(2) of the PPP Law, when a procuring entity intends to study and prepare amendments to the terms and conditions of a partnership agreement already concluded, it must refer the dossier to the concerned ministerial department to issue an opinion on the matter accompanied by CMAPPP's review of this opinion.
46.2. If yes to question 46, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 17.1 of the PPP Law expressly regulates any modification to the PPP contract after it has been signed, including amendments to the scope and/or object of the contract, risk allocation, duration, and agreed price or tariff. According to Article 17(2) of the PPP Law, when a procuring entity intends to study and prepare amendments to the terms and conditions of a partnership agreement already concluded, it must refer the dossier to the concerned ministerial department to issue an opinion on the matter accompanied by CMAPPP's review of this opinion.
A change in the risk allocation of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 17.1 of the PPP Law expressly regulates any modification to the PPP contract after it has been signed, including amendments to the scope and/or object of the contract, risk allocation, duration, and agreed price or tariff. According to Article 17(2) of the PPP Law, when a procuring entity intends to study and prepare amendments to the terms and conditions of a partnership agreement already concluded, it must refer the dossier to the concerned ministerial department to issue an opinion on the matter accompanied by CMAPPP's review of this opinion.
A change in the financial and/or economic balance of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard	According to Article 18(1) of the PPP Law, in cases where modification of the content of private partner's contractual obligations, or of the essential conditions of the PPP is unilaterally decided by the public partner, reposi-

contractual provisions (if any):	of the financial balance of the contract may take place. Notwithstanding the aforementioned, the tender documents or the contract shall include the preconditions for such reposition, according to Article 18(3) of the PPP Law.
A change in the duration of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 18(5) of the PPP Law provides that the reposition of the financial equilibrium in favor of the private party, or benefit-sharing in favor of the public partner, are made in several ways, which include a change in the duration of the partnership agreement.
A change in the agreed price or tariff.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
46.3. Can the procuring authority unilaterally modify a PPP contract?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Article 18 of the PPP Law, in case such unilateral amendments are made, measures shall be taken to re-establish the financial balance of the contract.
47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Material Adverse government action .	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Change in the Law.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a

Refinancing.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 18(1) of PPP Law provides that when the financial conditions for the execution of PPP agreements significantly changed due to, inter alia, amendment to the content of the PPP Co's contractual obligations imposed by the public partner, the economic balance of the PPP agreement may be reestablished. And according to Article 18(2) of the same Law, the public partner has the right to equitable sharing with the private partner, the financial benefits arising, particularly in the case of the improvement of the financing partner through the renegotiation or substitution of the financing agreements.
Subcontracting and replacement of the subcontractors.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
48. Does the regulatory framework (including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the implementation of PPP contracts?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Article 20(1) of the PPP Law, the disputes arising from the relationships established under the scope of public-private partnerships may be submitted to arbitration in accordance with the Law on Arbitration in force at the time.
48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body	No
If yes, please specify:	n/a
Local courts	Yes
Domestic arbitration	Yes
International arbitration	Yes
Investor-State Dispute Settlement (ISDS)	No
Mediation	No
Please provide the relevant legal/ regulatory/standard contractual provisions (if any)	According to Article 20(1) of the PPP Law, the disputes arising from the relationships established under the scope of public-private partnerships may be submitted to arbitration in accordance with the Law on Arbitration in force at the time. This provision does leave some discretion to parties of the PPP agreement to pick their choice of complaints review mechanism.

48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	Law No. 16/03, of 25 July 2003, which enacted the Arbitration Law, introduced an amendment to the civil procedure in order to entitle civil courts to enforce arbitral awards.
International arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	By means of Resolution No. 38/16, of 12 August 2016 and Accession Letter No. 10/16, of December 19, 2016 , Angola became a party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, which provides for the enforceability of international awards in Angola on a reciprocity basis.
Investor-State arbitration	No
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	n/a
49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV) in financial difficulty prior to insolvency?	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
50. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
50.1. If yes, which of the following options best	n/a

describes the lender step-in right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.	
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that a direct agreement should be signed with the lenders.	n/a
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	n/a
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Other.	n/a
Please Specify:	n/a
51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?	n/a
If yes, please specify and provide the relevant legal/regulatory/standard	n/a

contractual provisions (if any):	
Unsolicited Proposals	
34. Are unsolicited proposals in Angola: (choose only one): Explicitly prohibited by the legal framework? (if prohibited, skip to section F)	No
Explicitly allowed by the legal framework?	No
Not regulated by the legal framework, but do happen in practice?	No
Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)	Yes
If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions	n/a
35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)	n/a
If yes, please specify and provide the relevant legal/regulatory provisions (if any)	n/a
35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
36. Which of the following options best describe how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.	n/a

If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority does not evaluate unsolicited proposals against existing government priorities.	n/a
Please elaborate and provide examples:	n/a
37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.	n/a
39.2 Developer's fee (reimbursing the original	n/a

proponent for the project development cost).	
39.3 Bid Bonus.	n/a
39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).	n/a
39.5 Other.	n/a
Please specify:	n/a
Please provide the relevant legal/regulatory provisions (if any):	n/a