



PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN CAMBODIA

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>Regulatory framework for procuring PPPs in Cambodia is currently being developed. Cambodia issued a policy paper on Public-Private Partnerships for Public Investment Project Management 2016-2020, which outlines the steps for developing a PPP Policy by 2020. (hereinafter ‘PPP Policy’) Under PPP Policy, Public-Private Partnerships (PPPs) refer to an investment agreement between the state and one or more private partners to restore, build, repair, maintain and/or manage the operation of public infrastructure or other economic productivity enhancement sectors or to provide public services within a certain period of time by which the private party shall invest, bear risks and receive benefits in accordance with the provisions stipulated in the concession contract.</p> <p>The Law on Public Procurement (The Royal Kram No.NS/RK/0112/004 promulgating the sub-decree 105 on Public Procurement dated 18 October 2006) dated January 14, 2012 [hereinafter “Public Procurement Law”] and its implementing Regulation defines its scope of application and explicitly excludes “Granting of concessions by the Government that shall comply with separate Laws and regulations.” Therefore, it does not apply to PPPs. Law on Concessions issued on October 18, 2007 [hereinafter “Law on Concessions”] shall be deemed the instrument that shapes the regulatory framework on PPPs for purposes of this analysis. Article 5 of this Law provides “Concession Contracts in relation to Infrastructure Facility providing directly or indirectly services to the general public may be entered into by the relevant institutions in the following sectors: b- transportation facilities systems, including, but not limited to roads, bridges, airports, ports, railways, channel.” In addition, Cambodia’s Law on Public Finance (2008) generally applies to PPPs. In addition, a Sub-Decree to the Law on Concessions elaborates on procedures for selecting bidders according to Article 11(2) of the Law on Concessions, but it has not been approved yet.</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.mef.gov.kh/old/procurement/category.php?p=2&cid=3 http://www.cambodiainvestment.gov.kh/law-on-concessions-full-text_071019.html</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	Yes

that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?	
Please describe:	Policy Paper on Public-Private Partnerships For Public Investment Project Management is a regulation that describes the goal to make a PPP Policy by 2020. (hereinafter 'PPP Policy')
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	No

security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other	
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 incentives, special tax depreciation treatment, etc.)?	Yes
If yes, please specify and provide the relevant legal/regulatory provision (if any):	<p>In accordance with Article 8 of the Law on Concessions, the concessionaire may request for a Qualified Investment Project (“QIP”) to be implemented under the Concession Contract from the Council for Development of Cambodia (“CDC”) and the CDC shall approve all investment incentives the concessionaire is entitled to in accordance with the Law on Investment. Therefore, any tax regime applicable to a QIP shall be as well applicable for a PPP.</p>
5. Please identify the PPP procuring authorities in Cambodia and provide their website(s) (if available):	<p>Article 4 of the Law on Concessions provides, “All competent institutions entitled to undertake infrastructure projects within the eligible infrastructure sectors specified in Article 5 of this law, including ministries, institutions, State owned legal entities, local governments which have been delegated the required institution in accordance with the laws of Cambodia have the power to enter into Concession Contracts for Infrastructure Projects falling within their respective spheres of competence and have the power to enter into ancillary or related agreements, including for the purpose of facilitating any related financing, subject to Articles 6 and 7 of this Law and the provisions set forth in the Sub-decree.” For purposes of the case study assumption, the Ministry of Public Works and Transportation is relevant http://www.mpwt.gov.kh/?lang=en</p>
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):	<p>The Council for the Development of Cambodia (CDC): http://www.cambodiainvestment.gov.kh/ undertakes this capacity in accordance with Articles 9-10 of the Law on Concessions</p>
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	Yes

in national and international forums.	
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.	No
6.9 Undertaking the procurement of PPPs.	No
6.10 Oversight of PPP implementation.	No
6.11 Other	No
6.11 please specify:	n/a
Please provide the relevant legal/regulatory provisions:	<p>Pursuant to Article 9 and 10 of the Concession law, the Council for Development of Cambodia shall have it function for:</p> <ul style="list-style-type: none"> a- Advising the Royal Government of Cambodia on Concession policy issues and making recommendations for improvement of laws and regulations applicable to Concession Projects; b-Assisting other competent institutions in identifying and evaluating particular opportunities for privately financed Infrastructure Projects and in the promotion of viable projects to the investor community; c- Developing, the Council for Development of Cambodia or assessing externally, the necessary expertise to assist Contracting Institutions in preparing, tendering and monitoring complex Concession Projects; d- Proposing model selection procedures and model project documents in order to rationalise the financing, implementation and monitoring of Concession Projects e- Coordinating the capacity building and training of officers and other civil servants involved in Concession Projects; f- Keeping a register of all Concession Contracts and Concession Projects for assessment and exchange of experience between Contracting Institutions.
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):	Pursuant to Article 17 of the Law on Public Finance dated 2008, all contracts on the management of state properties and the granting of state concessions related to public finance shall be under review and approval of the Ministry of Economy and Finance.
8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP	No

project before signing the PPP contract?	
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).	n/a
Accounting and reporting according to other international standard (e.g. European System of Accounts).	n/a
Please specify:	n/a
Other.	n/a
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.)?	No

If yes, please specify the relevant authority	n/a
and provide the relevant legal/regulatory provisions (if any):	n/a
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?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
10. Does the procuring authority use transaction advisors during the PPP project cycle?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
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.	No
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without	No

establishing a specific procedure to achieve that goal.	
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.	Yes
Please elaborate and provide examples:	The government has recently created Policy Paper on Public-Private Partnerships for Public Investment Project Management 2016-2020 as a framework for future procurement of PPPs, but it mainly addresses the development of PPP regulatory framework and does not specify how the PPPs will be evaluated against other government investment priorities.
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?	No
If yes, please specify:	n/a
If no, please elaborate:	There is little mention to PPPs in the long term national plans and prioritization is not compulsory.
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)	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?	No

Details:	n/a
12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)	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
12.3. Risk identification, allocation and assessment (risk matrix)	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?	No
Details:	n/a
12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives (i.e. value for money analysis, public sector comparator)	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?	No
Details:	n/a
12.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis

Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	All the contributors stated that assessment of financial viability of a PPP project is done in practice, but it is not regulated.
12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the 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?	No
Details:	n/a
12.7. Environmental impact assessment	Yes
Relevant legal/regulatory provision (if any)	Pursuant to Article 32 of the Law on Concession, activities pursuant to the application of this Law shall comply with all health, safety and environmental regulations which the Concessionaire shall at all times maintain such contingency plans to counter accidents and emergencies which may lead to loss of lives or personal injuries, pollution or major damage to property as required under the laws of the Kingdom of Cambodia and the Concession Contract.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	n/a
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?	No

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?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If no, please elaborate	No current regulations nor practice have established model PPP contracts, however they shall be determined through a Prakas by the Ministry of Economy and Finance
14.1. Are the tender documents published online?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
and please specify the website:	website of the ministry in charge of project/ authority in charge of project.
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	n/a

mentioned standards are available or provide an electronic copy of them:	
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)	Yes
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	Yes
To be established in the contract	No
Relevant legal/regulatory provision (if any)	Article 8 of the Concession law provides that the Council for Development of Cambodia is the one stop service entity for obtaining authorisations required to implement an Investment Project in accordance with the Law on Investment. The Council for Development of Cambodia shall upon receipt of a request for a Qualified Investment Project (...) specify all Authorisations required to be obtained for the Concession Project from the competent institutions responsible for the issuance of the Authorisations; obtain in a timely manner all required Authorisations as specified in this Article from the relevant institutions on behalf of the Concessionaire provided that all required information and documents have been duly supplied.
16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)	Yes
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	No
Relevant legal/regulatory provision (if any)	Article 8 of the Concession law provides that the Council for Development of Cambodia is the one stop service entity for obtaining authorisations required to implement an Investment Project in accordance with the Law on Investment. The Council for Development of Cambodia shall upon receipt of a request for a Qualified Investment Project (...) specify all Authorisations required to be obtained for the Concession Project from the competent institutions responsible for the issuance of the Authorisations; obtain in a timely manner all required Authorisations as specified in this Article from the relevant institutions on behalf of the Concessionaire provided that all required information and documents have been duly supplied.

16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)	Yes
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	No
Relevant legal/regulatory provision (if any)	Article 8 of the Concession law provides that the Council for Development of Cambodia is the one stop service entity for obtaining authorisations required to implement an Investment Project in accordance with the Law on Investment. The Council for Development of Cambodia shall upon receipt of a request for a Qualified Investment Project (...) specify all Authorisations required to be obtained for the Concession Project from the competent institutions responsible for the issuance of the Authorisations; obtain in a timely manner all required Authorisations as specified in this Article from the relevant institutions on behalf of the Concessionaire provided that all required information and documents have been duly supplied.
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)	Yes
To be established in the contract	No
Relevant legal/regulatory provision (if any)	Article 26 of the Law on Concessions provides that the Concession Institution or other public institutions under the terms of the law shall make available to the Concessionaire or, as appropriate, shall assist the Concessionaire in obtaining such land use rights, and such other rights related to the project site as is necessary for the implementation of the Concession Project. Any compulsory acquisition of land that may be required for the implementation of the Infrastructure Project shall be carried out in accordance with the Land Law. The Concession Contract may provide that the Concessionaire shall pay for the acquisition of land, land use rights and easements and the manner of such payment. The acquisition of land for any Infrastructure expansion Project, shall be borne by the Concessionaire, except as otherwise provided in the Concession Contract.
16.5. Obtaining the required right of way: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to	Yes

the procuring authority (or other Government entity)	
To be established in the contract	No
Relevant legal/regulatory provision (if any)	Article 26 of the Law on Concessions provides that the Concession Institution or other public institutions under the terms of the law shall make available to the Concessionaire or, as appropriate, shall assist the Concessionaire in obtaining such land use rights, and such other rights related to the project site as is necessary for the implementation of the Concession Project. Any compulsory acquisition of land that may be required for the implementation of the Infrastructure Project shall be carried out in accordance with the Land Law. The Concession Contract may provide that the Concessionaire shall pay for the acquisition of land, land use rights and easements and the manner of such payment. The acquisition of land for any Infrastructure expansion Project, shall be borne by the Concessionaire, except as otherwise provided in the Concession 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):	n/a
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:	No rules have been established in the Law on Concessions, and the rules on procedures are yet to be issued in the Draft Sub-Decree.
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	No regulatory basis

legal/regulatory provisions (if any):	
19.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	http://www.mef.gov.kh/old/procurement/bid-advertisement.php
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?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
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:	No
Available	
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.2. Restricted tendering (with pre-qualification stage):	No
Available	
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.3 Multi-stage tendering (with shortlisting of final candidate(s)):	No
Available	
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.4. Competitive dialogue:	No
Available	
Default	No
Relevant legal/regulatory provision (if any)	n/a

22.5. Direct negotiation with more than one candidate: Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	Pursuant to Article 11 of the Law on Concessions, the Contracting institution shall select the Concessionaire through international or national bidding procedures, by negotiated procedure according to the circumstances. The selection of the Concessionaire shall be carried out in accordance with the procedures provided for in the Sub-Decree.
22.6. Direct negotiation with only one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.7 Other. Specify:	n/a
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?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
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?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?	n/a
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
If no, please elaborate:	n/a
23. Can interested parties/potential bidders	Yes

submit questions to clarify the public procurement notice and/or the request for proposals?	
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
23.2. 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
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,	No

does the procuring authority require the bidders to prepare and present a financial model with their proposals?	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If no, please elaborate:	Under the Law on Concessions, there is no such requirement during the submission of the bids. The Draft Sub-Decree to the Law on Concessions is yet to be issued.
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):	No regulatory basis
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 as long as they meet the conditions outlined in the tender documents.	No
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.	No
Please provide the relevant legal/regulatory provisions (if any):	n/a

The regulatory framework does not include any provisions.	Yes
28. Does the procuring authority publish the award notice?	No
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	n/a
28.1. If yes, is the public procurement award notice published online?	n/a
If yes, please specify the website:	n/a
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):	No regulatory basis
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?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
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	No

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?	
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:	Article 12 of the Law on Concessions allows for negotiation between the selected candidate and the contracting party prior to signing the concession contract.
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 contract including all its annexes and appendixes	n/a
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):	<p>According to Article 31 of the Law on Concessions, the Contracting institution shall survey and inspect the Concession Project activities in order to ensure that the project is constructed, operated and maintained in accordance with Cambodian laws and regulations and the provisions of the Concession Contract. The Contracting institution shall be given reasonable access to the Infrastructure Facility as well as to design, reports and other data, which are necessary to perform survey and inspection in accordance with the provisions of the Concession Contract.</p> <p>Pursuant to Article 40 on the Law on Concessions, the Contracting institution is responsible for ensuring that a Concession Contract is properly enforced, and must establish mechanisms and procedures for monitoring and regulating the implementation and performance of the Concession Contract and reporting on the management of the Concession Contract in the Contracting institution's annual budgetary report to the Ministry of Economy and Finance and/or the responsible line ministry.</p>
41.1. If yes, which of the following tools does it include (check all that apply)?: Establishment of a PPP contract management team	Yes
Relevant legal/regulatory provisions (if any):	No regulatory basis
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.	Yes
Please elaborate and provide examples:	n/a
42. Does the procuring or contract management authority establish a system for tracking progress and	Yes

completion of construction works under a PPP contract?	
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 31, the procuring authority shall survey and inspect the Concession Project activities in order to ensure that the project is constructed, operated and maintained in accordance with Cambodian Law of Concession, Legal Affairs Dept.CDC/CIB, Unofficial Translation, laws and regulations and the provisions of the Concession Contract. The private partner shall be given reasonable access to the Infrastructure Facility as well as to design, reports and other data, which are necessary to perform survey and inspection in accordance with the provisions of the Concession Contract. If unnecessary the survey and inspection do not interfere with the process of works and provision of services of the concessionaire.</p> <p>Pursuant to Article 40 on the Law on Concessions, the Contracting institution is responsible for ensuring that a Concession Contract is properly enforced, and must establish mechanisms and procedures for monitoring and regulating the implementation and performance of the Concession Contract and reporting on the management of the Concession Contract in the Contracting institution's annual budgetary report to the Ministry of Economy and Finance and/or the responsible line ministry.</p>
42.1. If yes, is the PPP contract construction performance information made available to the public?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
42.2. If yes, is the PPP contract construction performance information made publicly available online?	No
If yes, please specify the website:	n/a
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):	<p>Pursuant to Article 40 on the Law on Concessions, the Contracting institution is responsible for ensuring that a Concession Contract is properly enforced, and must establish mechanisms and procedures for monitoring and regulating the implementation and performance of the Concession Contract and reporting on the management of the Concession Contract in the Contracting institution's annual budgetary report to the Ministry of Economy and Finance and/or the responsible line ministry.</p>
43.1. If yes, which of the following tools does it include (check all that apply)?:	No

Performance is assessed against evaluation criteria set in the tender documents and the PPP contract	
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)	According to Article 31 of the Law on Concessions, the Contracting institution shall be given reasonable access to the Infrastructure Facility as well as to design, reports and other data, which are necessary to perform survey and inspection in accordance with the provisions of the Concession Contract.
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	Yes
Relevant legal/regulatory provisions (if any)	Pursuant to Article 31, the procuring authority shall survey and inspect the Concession Project activities in order to ensure that the project is constructed, operated and maintained in accordance with Cambodian Law of Concession, Legal Affairs Dept.CDC/CIB, Unofficial Translation, laws and regulations and the provisions of the Concession Contract. The private partner shall be given reasonable access to the Infrastructure Facility as well as to design, reports and other data, which are necessary to perform survey and inspection in accordance with the provisions of the Concession Contract. If unnecessary the survey and inspection do not interfere with the process of works and provision of services of the concessionaire.
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
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?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>According to Article 19 of the Law on Concessions, “The rights and obligations of the Concessionaire under the Concession Contract may not be assigned to third parties without the prior consent of the Contracting institution. Except pursuant to the exercise of a security right granted in accordance with Article 17 of this Law or as otherwise provided in the Concession Contract a controlling interest in the Concessionaire may not be transferred to third parties without the prior consent of the Contracting institution.”</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).	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
In other cases, flexibility to change the ownership structure and/or assign the contract.	Yes

If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>According to Article 19 of the Law on Concessions, “The rights and obligations of the Concessionaire under the Concession Contract may not be assigned to third parties without the prior consent of the Contracting institution. Except pursuant to the exercise of a security right granted in accordance with Article 17 of this law or as otherwise provided in the Concession Contract a controlling interest in the Concessionaire may not be transferred to third parties without the prior consent of the Contracting institution.”</p>
46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>According to Article 41 of the Law on Concessions, “Prior to entering an agreement to amend a Concession Contract, the Contracting institution must obtain the written approval of the Ministry of Economy and Finance and the appropriate regulatory, which originally approved the Concession Contract, the procedure for the amendment will be set forth in the Sub-decree.”</p>
46.1. If yes, is an approval from a government authority, other than the procuring authority, required?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Pursuant to Article 41 of the Law on Concession, prior to entering in an agreement to amend a Concession Contract, the Contracting institution must obtain the written approval of the Ministry of Economy and Finance and the appropriate regulatory, which was original approved the Concession Contract, the procedure for the amendment will be set forth in the Sub-decree.</p>
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.	<p>No</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>n/a</p>
A change in the risk allocation of the contract.	<p>No</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>n/a</p>
A change in the financial and/or economic balance of the contract.	<p>No</p>
If yes, please provide the relevant	<p>n/a</p>

legal/regulatory/standard contractual provisions (if any):	
A change in the duration of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Article 37 of the Law on Concession, “The Concession period, as stipulated in the Concession Contract, shall not be extended except as a result of the following circumstances: 1/ Completion delay or interruption of operation due to breach of contract by the Contracting institution or by acts of other competent institutions; 2/ Completion delay or interruption of operation due to an event of force majeure as specified in the Concession Contract and provided the Concessionaire would not be able to recover the costs or losses brought about by such circumstances during the original Concession Period, including by way of customary project insurance. The Concession Period as stipulated in the Concession Contract may be further extended to allow the Concessionaire to recover additional costs arising from new requirements of the Contracting institution not originally foreseen in the Concession Contract if the Concessionaire would not be able to recover such costs during the stipulated Concession Period.”
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?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
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	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Article 38(1) of the Law on Concessions, “The Concession Contract shall specify, as appropriate, the conditions, which entitle a party to terminate the Concession Contract prior to the expiry of the Concession Period and the rights and obligations of the parties in case of termination. As specified in the Concession Contract, force majeure may constitute an event entitling a party to terminate the Concession Contract.”
Material Adverse government action .	Yes

<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>According to Article 38(2) of the Law on Concessions, “In the event that termination of the Concession Contract is due to a serious breach by the Contracting institution or other competent institutions of their obligations in connection with the Concession Project, the Concessionaire shall be entitled to compensation in accordance with the terms stipulated in the Concession Contract, including for the fair value of works performed, costs incurred or losses sustained by the Concessionaire including, as appropriate, lost profits.”</p>
<p>Change in the Law.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>According to Article 29 of the Law on Concessions, “The Concessionaire is, during the term of the Concession Contract only, entitled to compensation in the event that the cost of the Concessionaire’s performance of the Concession Contract has substantially increased or that the value that the Concessionaire receives for such performance has substantially diminished, as compared with the costs and the value of performance originally foreseen, as a result of changes in Cambodian laws or regulations specifically applicable to the Infrastructure Facility or the services it provides after the date of the Concession Contract, in accordance with the relevant terms of the Concession Contract which shall describe the nature of applicable legislation and the relevant financial consequences.”</p>
<p>Refinancing.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Pursuant to Article 17 of the Law on Concessions, unless otherwise provided in the Concession Contract, the shareholders of the Concessionaire have the right to pledge or create any security interest in their shares in the Concessionaire to secure any financing needed for the Infrastructure Project.</p>
<p>Subcontracting and replacement of the subcontractors.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Pursuant to Article 19 of the Law on Concession, the rights and obligations of the Concessionaire under the Concession Contract may not be assigned to third parties without the prior consent of the Contracting institution. Except pursuant to the exercise of a security right granted in accordance with Article 17 of this law or as otherwise provided in the Concession Contract a controlling interest in the Concessionaire may not be transferred to third parties without the prior consent of the Contracting institution.</p>
<p>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?</p>	<p>Yes</p>
<p>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>According to Article 39(1) of the Law on Concessions, “Any dispute between the Contracting institution and the Concessionaire shall be settled in accordance with the dispute settlement mechanism set forth in the Concession Contract including if so agreed, international arbitration.”</p>

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)	Yes
Mediation	Yes
Please provide the relevant legal/ regulatory/standard contractual provisions (if any)	Pursuant to Article 39, any dispute between the Contracting institution and the Concessionaire shall be settled in accordance with the dispute settlement mechanism set forth in the Concession Contract including if so agreed, international arbitration. An award issued by a competent judicial institution or by arbitration according to this Article shall be valid, binding and enforceable by and against both the contracting institution and the Concessionaire according to its terms.
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):	Article 353 of the Civil Procedure Code of Cambodia provides that an execution ruling of a court must be obtained in order to execute an arbitration award, whether domestic or foreign. Pursuant to Article 39, any dispute between the Contracting institution and the Concessionaire shall be settled in accordance with the dispute settlement mechanism set forth in the Concession Contract including if so agreed, international arbitration. An award issued by a competent judicial institution or by arbitration according to this Article shall be valid, binding and enforceable by and against both the contracting institution and the Concessionaire according to its terms.
International arbitration	Yes
If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):	Pursuant to Article 39, any dispute between the Contracting institution and the Concessionaire shall be settled in accordance with the dispute settlement mechanism set forth in the Concession Contract including if so agreed, international arbitration. An award issued by a competent judicial institution or by arbitration according to this Article shall be valid, binding and enforceable by and against both the contracting institution and the Concessionaire according to its terms. Pursuant to Article 353 (6) of the Civil Code Procedure, 6. the court of appeal shall have jurisdiction over motions seeking execution of foreign arbitration awards. Cambodia is a party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards
Investor-State arbitration	Yes
If yes, please provide the relevant legal/ regulatory	Cambodia is a party to the ICSID Convention

provisions/standard contractual provisions (if any):	
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?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Article 18 of the Law on Concessions, "The Contracting institution may agree with the entities extending financing for an Infrastructure Project on the substitution of the Concessionaire by a new entity or person appointed to perform under the existing Concession Contract upon serious breach by the Concessionaire or other events that could otherwise justify the termination of the Concession Contract in accordance with the conditions and procedures agreed in advance between the Contracting institution and the entities extending such financing."
50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.	No
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.	Yes

If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	No regulatory basis
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Other.	No
Please Specify:	n/a
51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>According to Article 38 of the Law on Concessions, "The Concession Contract shall specify, as appropriate, the conditions, which entitle a party to terminate the Concession Contract prior to the expiry of the Concession Period and the rights and obligations of the parties in case of termination.</p> <p>As specified in the Concession Contract, force majeure may constitute an event entitling a party to terminate the Concession Contract.</p> <p>In the event that termination of the Concession Contract is due to a serious breach by the Contracting institution or other competent institutions of their obligations in connection with the Concession Project, the Concessionaire shall be entitled to compensation in accordance with the terms stipulated in the Concession Contract, including for the fair value of works performed, costs incurred or losses sustained by the Concessionaire including, as appropriate, lost profits." Article 38 of the Law on Concessions.</p>
51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>According to Article 38(2) of the Law on Concessions, "In the event that termination of the Concession Contract is due to a serious breach by the Contracting institution or other competent institutions of their obligations in connection with the Concession Project, the Concessionaire shall be entitled to compensation in accordance with the terms stipulated in the Concession Contract, including for the fair value of works performed, costs incurred or losses sustained by the Concessionaire including, as appropriate, lost profits."</p>
Unsolicited Proposals	

34. Are unsolicited proposals in Cambodia: (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?	Yes
Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)	No
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)	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any)	No regulatory basis
35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
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.	No
If yes, please specify and provide the relevant	n/a

legal/regulatory provisions (if any):	
The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.	No
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.	Yes
Please elaborate and provide examples:	n/a
37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
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.	No
39.2 Developer's fee (reimbursing the original proponent for the project development cost).	No
39.3 Bid Bonus.	No

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