

**PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN CHAD**

SURVEY QUESTION	ANALYSIS
<b>PPP Regulatory Framework</b>	
<b>2. Does the regulatory framework in your country allow procuring PPPs?</b>	Yes
<b>If yes, please specify the relevant regulatory framework and the year of adoption:</b>	<p>There is no dedicated PPP Law in Chad.</p> <p>Through its sectoral institutional framework, Chad has already used PPPs to provide public social services such as water, education and electricity to rural populations. (For example, the Government of Chad adopted a foreign donor supported PPP strategy for a water PPP in 2011).</p> <p>In Chad, Decree n. 2417/PR/PM/2015 of Public Procurement of December 2015 is used in PPPs.</p>
<b>and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:</b>	Not available online
<b>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?</b>	No
<b>Please describe:</b>	n/a
<b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b>	Yes
<b>Please describe:</b>	<p>The government of Chad is currently undertaking a review of the legal, regulatory and institutional framework as well as developing a pipeline of viable projects (the National Plan of Development 2017-2021). The objective of the review is to develop a strategic implementation framework, which will introduce an environment that facilitates PPP projects, provides comfort to potential investors and provides guidance and direction to implementing agencies.</p>
<b>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.</b>	No

<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>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</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>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.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>Article 3 of Law No. 014 / PR / 99 of 15 June 1999 on the production, transmission and distribution of Electric Power provides: “The production, transmission and distribution of electrical energy in the territory of the Republic of Chad constitute a public industrial and commercial service in the exclusive domain of the State.” However, Article 1 of Decree No. 281 / PR / PM / 2011 of 5 April 2011 appointing the electricity as the main operator delegated to the public electric power utility and transfer to that company of the goods necessary for the performance of its mission: “In accordance with the provisions of Article 5 paragraph 2 of Law No. 014 / PR / 99 of 15 June 1999 on the production, transmission and distribution of electricity is entrusted by the State to the Société Nationale d’Electricité, abbreviated to SNE:</p> <p>(1) Not exclusively in respect of the production of electric power;  (2) Exclusively as regards the transport and distribution of the said energy.</p> <p>The SNE has the status of Principal Operator within the meaning of the provisions of Law No. 014 / PR / 99 of 15 June 1999 referred to above.”</p>
<b>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</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>3.5 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit</b>	No

<b>or restrict PPPs in any of the following sectors?: Other</b>	
<b>If yes, specify and provide the relevant legal/regulatory provisions:</b>	n/a
<b>4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provision (if any):</b>	<p>According to our contributors, the following applies to PPPs: Article 65 of the Public Procurement Law, 8) public procurement is subject to the tax and customs regime in force, unless expressly provided for in the laws or regulations, and subject to external financing agreements or international conventions and agreements.</p> <p>Additionally, there is a general tax regime that provides special treatment for investment activities in Chad, which would also include PPP projects.</p> <p>Law No. 006 / PR / 2008 establishing the Investment Charter of the Republic of Chad</p> <p>Article 20: In customs matters, the State guarantees:</p> <ul style="list-style-type: none"> <li>- exemption from customs duties under the Community's Common External Tariff (CET) Economic and Monetary Union of Central Africa (CEMAC) on building materials and Equipment necessary for the production and processing of products. This Exemption applies to new or expanded activities;</li> <li>- the suspension of customs duties in the form of temporary admission or duty-free entry for natural resources research activities, in the specific regulations;</li> <li>- suspension of customs duties in the form of temporary admission or duty-free entry; of inward processing mechanism for export-oriented activities.</li> </ul> <p>Article 21: In the fiscal field, the State guarantees:</p> <ul style="list-style-type: none"> <li>- the exemption for new or extended undertakings under the provisions of Articles 16 and 118 of the General Tax Code in respect of: Corporation tax; The Fiscal Minimum Tax (MFI); the patent ; The Tax on the Rental Value of Professional Premises (TVLP); The Contribution to built real estate properties (CFPB); the contribution to real estate properties that are not built (FNTCB); and the possibility of deferring the deficit results to the next financial year.</li> <li>- the possibility of deducting 40% of the amounts invested from taxable bases in accordance with Articles 136 to 142 of the General Tax Code (CGI).</li> </ul> <p>Article 22: With regard to State taxes and registration fees, the State guarantees:</p> <ul style="list-style-type: none"> <li>- the moderation of registration fees at 50% of the current rate at the time of creation and the merger of companies, the capital increase, and the transfer of shares;</li> <li>- the application of the zero rate of registration fees on acquisitions of land intended for the realization of projects of creation or extension of company.</li> </ul> <p>Finally, TITLE VI.- SPECIFIC PROVISIONS provides in its Article 23 that: Specific advantages shall be granted to undertakings which invest in landlocked,</p>

	remote from urban centers and with low industrial concentration. These include granting an exemption period for a period of (5) to (10) years; Providing compensation for social services provided by the company and entering into the normal mission of the State.
<b>5. Please identify the PPP procuring authorities in Chad and provide their website(s) (if available):</b>	Any relevant ministry can act as procuring authority depending on the project
<b>6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?</b>	No
<b>If yes, please indicate its name, and its website (if available):</b>	n/a
<b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b>	n/a
<b>6.2 PPP capacity building for other public authorities.</b>	n/a
<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	n/a
<b>6.4 Technical support in implementing PPP projects.</b>	n/a
<b>6.5 Identification and selection of PPP projects from the pipeline.</b>	n/a
<b>6.6 Revision of fiscal risks born by the Government.</b>	n/a
<b>6.7 Consultation with affected communities on potential impact of PPP projects.</b>	n/a
<b>6.8 Approval of PPP projects.</b>	n/a
<b>6.9 Undertaking the procurement of PPPs.</b>	n/a
<b>6.10 Oversight of PPP implementation.</b>	n/a
<b>6.11 Other</b>	n/a
<b>6.11 please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions:</b>	n/a
<b>PPP Preparation</b>	

<b>8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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).</b>	n/a
<b>Accounting and reporting according to other international standard (e.g. European System of Accounts).</b>	n/a
<b>Please specify:</b>	n/a
<b>Other.</b>	n/a
<b>Please specify:</b>	n/a

<b>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.)?</b>	<p>Yes</p>
<b>If yes, please specify the relevant authority</b>	<p>There is an approving authority separate from the signatory authority whose function is to ensure approval of the contracts in accordance with the provisions of the decree fixing thresholds for the approval of public contracts.</p>
<b>and provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 38 of the Public Procurement Law provides: (1) public contracts or public service delegations are forwarded to an approving authority separate from the signatory authority and whose function is to ensure its approval in accordance with the provisions of the decree fixing thresholds for the approval of public contracts. (2) public procurement or delegation of services shall be valid only if approved by the competent authority</p>
<b>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?</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>10. Does the procuring authority use transaction advisors during the PPP project cycle?</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>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</b>	<p>No</p>

<p><b>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.</b></p>	
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b></p>	n/a
<p><b>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</b></p>	No
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	n/a
<p><b>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</b></p>	Yes
<p><b>If yes, please elaborate:</b></p>	n/a
<p><b>The procuring authority does not evaluate PPPs against existing government priorities.</b></p>	No
<p><b>Please elaborate and provide examples:</b></p>	n/a
<p><b>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?</b></p>	No
<p><b>If yes, please specify:</b></p>	n/a
<p><b>If no, please elaborate:</b></p>	<p>Although in practice the procuring authority should evaluate the consistency of PPPs with other government investment priorities, our contributors provided that such evaluation does not always take place in reality, and it really depends on the effectiveness of the lobbying of the project</p>
<p><b>12.1 Which of the following assessments are conducted</b></p>	Yes

<b>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)</b>	
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	Although the socio-economic analysis is required to be conducted when identifying and preparing a PPP, our contributors indicated that it does not always happen in practice
<b>12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	Although an affordability assessment, including identification of the required long term public commitments should be conducted when identifying and preparing a PPP, our contributors provided that such evaluation does not always happen in Chad
<b>12.3. Risk identification, allocation and assessment (risk matrix)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No

<b>Details:</b>	Although a risk identification, allocation and assessment should be conducted, our contributors indicated that such evaluation does not take place in practice in Chad
<b>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)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	Although a comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives and should be conducted when identifying and preparing a PPP, our contributors indicated that such evaluation does not always take place in Chad
<b>12.5. Financial viability or bankability assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	Although the financial viability or bankability assessment should be conducted when identifying and preparing a PPP project, our contributors provided that it does not always happen in practice in Chad
<b>12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	When identifying and preparing a PPP project in Chad, the procuring authority conducts a market sounding and assessment in practice

<b>12.7. Environmental impact assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	The environmental impact assessment is conducted in practice in Chad when identifying and preparing a PPP
<b>12.8. Consultation process with affected communities on potential impact of the PPP project</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	According to our contributors, the consultation process with affected communities on potential impact of the PPP project is done in practice in Chad
<b>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)?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and specify which of the assessments are included in the request for proposals and/or tender documents:</b>	n/a
<b>13.1. Are the assessments published online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>specify the website</b>	n/a
<b>please specify which of the assessments are published online:</b>	n/a

<b>14. Does the procuring authority include a draft PPP contract in the request for proposals?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate</b>	According to our contributor, the procuring authority in Chad does not include a draft PPP contract in the request for proposals, in most cases, the private parties suggest a contract model when submitting their proposals
<b>14.1. Are the tender documents published online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and please specify the website:</b>	n/a
<b>15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?</b>	No
<b>If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:</b>	n/a
<b>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:</b>	Yes
<b>Procuring authority (or other Government entity)</b>	
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to Article 62 of the Public Procurement Law, during the contract preparation phase, the procuring authority must: ... (b) obtain, where appropriate, the prior authorizations to which the conclusion of the contract is subject
<b>16.2. Obtaining the required environmental permits:</b>	Yes
<b>Procuring authority (or other Government entity)</b>	

<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to Article 62 of the Public Procurement Law, during the contract preparation phase, the procuring authority must: ... (b) obtain, where appropriate, the prior authorizations to which the conclusion of the contract is subject
<b>16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)</b>	Yes
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to Article 62 of the Public Procurement Law, during the contract preparation phase, the procuring authority must: ... (b) obtain, where appropriate, the prior authorizations to which the conclusion of the contract is subject
<b>16.4. Obtaining the required land: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.5. Obtaining the required right of way: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes

<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>PPP Procurement</b>	
<b>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.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 22 of the Public Procurement Decree: “the public procurement commissions placed with the contracting authorities shall consist of the following: a. for contractors under ministerial and similar departments: (1) a chairperson appointed by the public procurement authority on the basis of a proposal by the contracting authority for three names; (2) a financial controller from the client; (3) a representative of the ministry responsible for the plan appointed by the head of that ministerial department for contracts on external financing; (4) a representative of the Government Procurement Review Body as an observer;”
<b>The bid evaluation committee members require sufficient qualification without specific details.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The bid evaluation committee members are not required to have any specific qualifications.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<b>19. Does the procuring authority issue a public procurement notice of the PPP project?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	According to Article 110 of the Public Procurement Law, for public tenders, with amounts greater than or equal to the threshold indicated in Article 15 ... shall be the subject of a notice of invitation to tender that must be made available to the public by insertion in a national or international publication which is widely disseminated and electronically available in accordance with a model document which will specify the mandatory information that must be included. This requirement also concerns prequalification notices.

	The absence of publication of such notices shall be sanctioned by the nullity of the procedure
<b>19.1. If yes, is the public procurement notice published online?</b>	No
<b>If yes, please specify the website:</b>	n/a
<b>20. Are foreign companies prohibited from participating in the bidding process?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 111 of the Public Procurement Law, (1) in open or restricted procedures, the deadline for receipt of applications or tenders may not be less than 30 calendar days for contracts above the thresholds provided for in Article 15 ... from the publication of the notice for national tenders and 60 days for international tenders. (2) Where the notices and tender documents are prepared and sent by electronic means, the time limits for receipt of tenders in open and restricted procedures shall remain the same as those indicated above
<b>and the time in calendar days:</b>	60
<b>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:</b>	No
<b>Available</b>	
<b>Default</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	According to Article 65 of the Public Procurement Code, (1) public procurement contracts were awarded after competitive tendering by potential tenderers; (2) they may exceptionally be awarded through negotiated procedure under the conditions set out in this Code ... (4) open tendering is the rule; the use of any other form of public procurement must be exceptional, justified by the contracting authority and authorized in advance by the public procurement authority ...
<b>22.2. Restricted tendering (with pre-qualification stage):</b>	No
<b>Available</b>	
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a

<b>22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.4. Competitive dialogue: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.5. Direct negotiation with more than one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.6. Direct negotiation with only one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.7 Other. Specify:</b>	No
<b>Available</b>	n/a
<b>Default</b>	n/a
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 105 of the Public Procurement Law, the tender dossier includes the following documents written in French or in Arabic: (a) the notice of invitation to tender; (b) the general administrative clauses; (c) the special rules of the call for tenders; (d) the particular administrative clauses; (e) the general technical clauses; ... (k) plans, drawings, calculation notes, technical documents or any other document deemed necessary by the contracting authority or the delegated contracting authority
<b>If no, please elaborate:</b>	n/a
<b>22.9. Do the tender documents specify the prequalification/shortlisting criteria (when applicable) in order to make them available to all the bidders?</b>	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 110 of the Public Procurement Law, for public tenders, with amounts greater than or equal to the threshold indicated in Article 15 ... shall be the subject of a notice of invitation to tender that must be made available to the public by insertion in a national or international publication which is widely disseminated and electronically available in accordance with a model document which will specify the mandatory information that must be included. This requirement also concerns prequalification notices.
<b>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate:</b>	According to our contributors, although the legal framework requires the prequalification criteria to be specified in the tender documents, these criteria are not always respected in practice
<b>23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	No
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	According to our contributors, disclosure of questions and clarifications pertaining to the public procurement notice is not always done in practice in Chad
<b>24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?</b>	No

<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	n/a
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	n/a
<b>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?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate:</b>	There is no legal obligation for the procuring authority to require bidders to prepare and present a financial model with their proposals in Chad
<b>26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 107 of the Public Procurement Law (Decree n 2417/PR/PM/2015), the specific tender rules shall specify, inter alia: ... (c) the criteria for the evaluation of tenders
<b>Evaluation criteria is not set in the tender documents</b>	No
<b>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</b>	No

<b>only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.</b>	
<b>Please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</b>	No
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority does not award a PPP contract if only one proposal is submitted.</b>	No
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework does not include any provisions.</b>	Yes
<b>28. Does the procuring authority publish the award notice?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	<p>According to Article 127 (3) of the Public Procurement Law, as soon as the award notice is published by the contracting authority, unsuccessful bidders shall be notified of the rejection of their tender and invited to withdraw the tender within 15 days. ... tenders not withdrawn in the timeframe shall be destroyed without the need for a claim.</p> <p>(4) any decision to award a public contract by the contracting authority shall be inserted within a period of 7 days, indicating the price and the time limit, in a public procurement journal published by the regulator of public contracts or in any other authorized publication</p>
<b>28.1. If yes, is the public procurement award notice published online?</b>	No
<b>If yes, please specify the website:</b>	n/a
<b>29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 127 (3) of the Public Procurement Law, as soon as the award notice is published by the contracting authority, unsuccessful bidders shall be notified of the rejection of their tender and invited to withdraw the

	tender within 15 days. ... tenders not withdrawn in the timeframe shall be destroyed without the need for a claim.
<b>If no, please elaborate:</b>	n/a
<b>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?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and the time in calendar days:</b>	n/a
<b>30.1. Is the standstill period set out in the notice of intention to award?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>31.1. Based on your experience, is it always the case that this restriction is respected in practice?</b>	No
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	There are no regulatory restrictions on negotiations with the selected bidder between the award and the signature of the PPP contract in Chad
<b>32. Does the procuring authority publish the PPP contract?</b>	No

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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</b>	n/a
<b>Publication of the full PPP contract without including all its annexes and appendixes</b>	n/a
<b>Publication of a summary of the PPP contract without publishing the full PPP contract</b>	n/a
<b>Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes</b>	n/a
<b>Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes</b>	n/a
<b>32.2. If yes, is it published online?</b>	n/a
<b>If yes, please specify the website:</b>	n/a
<b>32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>PPP Contract Management</b>	
<b>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)?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 184 of the Public Procurement Law, (1) the execution of public contracts shall be subject to supervision by: (a) the contracting authority in accordance with the procedures laid down in the general

	<p>administrative clauses; (b) the independent auditor; (c) any other competent body provided for by the laws and regulations in force</p> <p>185. a market acceptance committee comprising: (1) President: the procuring authority or its representative, (2) the rapporteur: responsible for the procurement of contracts, (3) the members: representative of the Ministry of Finance for the state budget marches; representative of the ministry responsible for the plan for the external financing of the investment budget; representative of the public market supervisory body; representative of the technical ministry concerned by the work market; head of the market department (if applicable)...</p>
<b>41.1. If yes, which of the following tools does it include (check all that apply)?:</b>	
<b>Establishment of a PPP contract management team</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa</b>	n/a
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Elaboration of a PPP implementation manual or an equivalent document</b>	n/a
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)</b>	n/a
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)</b>	n/a
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>41.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please</b>	n/a

select only one): The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications.	
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.	n/a
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.	n/a
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?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
42.1. If yes, is the PPP contract construction performance information made available to the public?	n/a
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?	n/a
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	Yes

<b>implementation after construction?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>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</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>The private partner must provide the procuring or contract management authority with periodic operational and financial data</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	No regulatory basis
<b>The procuring or contract management authority must periodically gather information on the performance of the PPP contract</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	No regulatory basis
<b>The PPP contract performance information must be available to the public</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>43.2. Is PPP contract performance information made publicly available online?</b>	No
<b>If yes, please specify the website:</b>	n/a
<b>44. Are foreign companies prohibited from repatriating</b>	No

the income resulting from the operation of a PPP project?	
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?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
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).	n/a
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.	n/a
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.	n/a
If yes, please provide the relevant legal/regulatory/standard	n/a

<b>contractual provisions (if any):</b>	
<b>46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>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.</b>	n/a
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>A change in the risk allocation of the contract.</b>	n/a
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>A change in the financial and/or economic balance of the contract.</b>	n/a
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>A change in the duration of the contract.</b>	n/a

If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the agreed price or tariff.	n/a
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?	n/a
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 188 of the Public Procurement Law, the contract shall be terminated at the initiative of either one of the contracting parties. (1) the party may request the termination of the contract: ... when unable to perform the contract because of a Force Majeure event
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.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a

<b>Subcontracting and replacement of the subcontractors.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>According to Article 66 of the Public Procurement Law, in the case of works and services, the contractor may subcontract the performance of certain parts of the contract provided that: he has obtained from the contracting authority the acceptance of each subcontractor and approval of its terms of payment, stating that the files of subcontractors not satisfying the same legal, technical and financial conditions required for the qualification of the tenderers are rejected; that this possibility of subcontracting is provided for in the tender documents</p> <p>(2) the tenderer is obliged to indicate in his tender the nature and amount of the part of the services he intends to subcontract</p> <p>(3) subcontracting more than 30% of the total value of a market is not allowed</p>
<b>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?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>According to Article 199 of the Public Procurement Law, a committee for the settlement of disputes shall be set up within the Public Market Regulatory Authority, which shall be responsible for adjudicating disputes ... (3) the procedure applicable to the Committee shall be determined by decree (4) Decisions ... may be appealed within 8 days ... (5) in the absence of a decision within 3 days by the procuring authority or the hierarchical authority the complainant may also refer the dispute to the Settlement Committee, which shall render its decision within 7 working days of its referral, if no decision is rendered, the award of the contract or the delegation of public service may no longer be suspended...</p> <p>Furthermore, according to Article 202, any litigation which has previously been the subject of a hierarchical appeal and which has not been settled amicably within 3 calendar days following the lodging of the appeal, will be settled in accordance with the applicable law and contractual provisions before the courts or the competent arbitral bodies</p>
<b>48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body</b>	No
<b>If yes, please specify:</b>	n/a
<b>Local courts</b>	No
<b>Domestic arbitration</b>	Yes
<b>International arbitration</b>	Yes

<b>Investor-State Dispute Settlement (ISDS)</b>	Yes
<b>Mediation</b>	No
<b>Please provide the relevant legal/ regulatory/standard contractual provisions (if any)</b>	According to Article 202 of the Public Procurement, any litigation which has previously been the subject of a hierarchical appeal and which has not been settled amicably within 3 calendar days following the lodging of the appeal, will be settled in accordance with the applicable law and contractual provisions before the courts or the competent arbitral bodies
<b>48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Chad is member to the OHADA Convention
<b>International arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Chad is member of the New York Convention
<b>Investor-State arbitration</b>	No
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	n/a
<b>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?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>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</b>	No

<b>failure to meet service obligations?</b>	
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>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.</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>The regulatory framework prescribes that a direct agreement should be signed with the lenders.</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	No regulatory basis
<b>Other.</b>	No
<b>Please Specify:</b>	n/a
<b>51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	According to Article 188 of the Public Procurement Law, the contract shall be terminated at the initiative of either of the contracting parties. (1) the procuring authority may request the termination of the contract: a. if the performance of the benefits has been interrupted for more than 3 months as a result of an adjournment or several successive adjournments during a 12-

	<p>month period. b. if the contractor proves that he is unable to perform his contract in the event of force majeure. c. if the time limit for payment is not complied with and the settlement has not taken place within a period of 2 months from the date of the notice. In the event of termination, the contractor shall be entitled to compensation for the damage suffered duly justified by accounting documents and not covered by insurance.</p> <p>(2) the contract shall be immediately terminated by the contracting authority in one of the following cases: a. If the contractor deceases, the procuring authority may authorize the acceptance of the proposals submitted by the beneficiaries for the continuation of the contractors; b. the bankruptcy of the contractor: in this case, the contracting authority may accept, where appropriate, proposals which may be submitted by the creditors for the continuation of benefits; c. if the contracting authority is not authorized by the court to continue the project; d. in the event of subcontracting without authorization of the procuring authority; e. failure of the contractor that is duly registered and notified by the procuring authority; f. non-compliance with labor legislation or regulations; g. important changes in prices under the conditions laid down in the general administrative clauses.</p> <p>(3) the project may be terminated during the execution of an agreement. In this case, the cancellation document signed by the two parties must provide for the presentation of the accounts based on the services performed, the services required to be carried out and the general implementation of all the clauses of the contract. the cancellation decision shall provide for the conditions of compensation agreed upon by the parties, after prior notice from the DGCMP</p>
<p><b>51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?</b></p>	<p>Yes</p>
<p><b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>Section 4 of the Public Procurement Law is titled “the consequences of termination”. According to Article 190: (1) the contractor whose contract is terminated ... may not, except in case of special derogation exclusively granted by the contracting authority, enter a tender for a new public contract before a period of 2 years from the date of the termination notice .</p> <p>(2) The prohibition applies to every natural person, sole proprietor, other enterprise created subsequently ...</p> <p>(3) the procuring authority has to systematically transmit the acts of cancellation to the regulating authority with a view, in particular, to the establishment of a database.</p> <p>Additionally, Article 191 provides that notwithstanding the reparation to which the contractor whose contract is terminated may be sentenced to for non-performance of obligations, he shall bear the costs incurred in providing for his replacement.</p>
<p><b>Unsolicited Proposals</b></p>	

<b>34. Are unsolicited proposals in Chad: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)</b>	No
<b>Explicitly allowed by the legal framework?</b>	No
<b>Not regulated by the legal framework, but do happen in practice?</b>	Yes
<b>Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)</b>	No
<b>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</b>	n/a
<b>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b>	n/a
<b>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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.</b>	n/a
<b>If yes, please specify and provide the relevant</b>	n/a

<b>legal/regulatory provisions (if any):</b>	
<b>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</b>	n/a
<b>Please elaborate and provide examples:</b>	n/a
<b>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and the time in calendar days:</b>	n/a
<b>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.</b>	No
<b>39.2 Developer's fee (reimbursing the original proponent for the project development cost).</b>	No
<b>39.3 Bid Bonus.</b>	No

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