

## PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN CONGO, REP.

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>	There are no PPP specific law or institutions in place in Congo Republic. However, several PPP projects were implemented in Congo Republic. In late 2009, the government adopted an action plan to improve the investment climate including institutional and regulatory reforms, establishing a platform for public private dialogue and taking measures to promote entrepreneurship. (Past projects include water, energy and transport PPPs). We will refer to (1) Decree No 2009-156 of 20 May 2009 on the procurement code (Hereinafter the Procurement Code); (2) The Constitution of Congo Republic of October 25, 2015; (3) Decree No. 2003-57 of April 22, 2003 about the establishment, responsibilities and composition of the National Investment Commission (Hereinafter the Investment Commission Decree); (4) Law No.6-2003 of January 18, 2003 (Hereinafter, the Investment Chart); and (5) Decree n. 2009-161 of May 20, 2009 on the organization and functioning of the Public Procurement Management Unit
<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>	(1) <a href="http://www.apicongo.org/code/Code_des_marches_publics_en_Republique_du_Congo.pdf">http://www.apicongo.org/code/Code_des_marches_publics_en_Republique_du_Congo.pdf</a> (5) <a href="http://www.marches-publics-afrique.com/reglementations-nationales-des-marches/umac---marches-publics/cemac---congo---marches-publics/decret-n-2009-161-du-20-mai-2009-portant-organisation-et-fonctionnement-de-la-cellule-de-gestion-des-marches-publics#TOC-Chapitre-II:-Du-fonctionnement-de-la-commission-de-passation-des-march-s">http://www.marches-publics-afrique.com/reglementations-nationales-des-marches/umac---marches-publics/cemac---congo---marches-publics/decret-n-2009-161-du-20-mai-2009-portant-organisation-et-fonctionnement-de-la-cellule-de-gestion-des-marches-publics#TOC-Chapitre-II:-Du-fonctionnement-de-la-commission-de-passation-des-march-s</a>
<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>	A law on PPP is planned to be adopted after June 1, 2017

<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<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</b>	No

<p>security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: <b>Other</b></p>	
<p>If yes, specify and provide the relevant legal/regulatory provisions:</p>	n/a
<p><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></p>	No
<p>If yes, please specify and provide the relevant legal/regulatory provision (if any):</p>	n/a
<p><b>5. Please identify the PPP procuring authorities in Congo, Rep. and provide their website(s) (if available):</b></p>	<p>According to Article 3 of the Procurement Code, the provisions of this decree apply to contracts concluded on behalf of the following contracting authorities: (1) the State, local authorities and their public institutions; (2) Public companies and majority public-owned companies; (3) other organizations, agencies or offices, created by the State or local authorities to satisfy general interest needs, with or without legal personality, whose activities are financed or guaranteed by the government or benefiting from financial support or guarantee of the state or a local government. Additionally, Article 11 provides that the procuring authorities act through the following: (1) the State: through the ministries in their respective areas and institutions of the Republic; In the departments: the president of the county council; For municipalities : the mayor ; For public institutions of the state , public institutions and local authorities; (2) the organizations , agencies and offices: through the Director General; (3) For public companies , companies with majority public ownership and private companies referred to in Article 3 paragraph 2 above : the CEO, the deputy head or the manager, as appropriate.</p>
<p><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></p>	No
<p>If yes, please indicate its name, and its website (if available):</p>	n/a
<p><b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b></p>	No

<b>6.2 PPP capacity building for other public authorities.</b>	No
<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	No
<b>6.4 Technical support in implementing PPP projects.</b>	No
<b>6.5 Identification and selection of PPP projects from the pipeline.</b>	No
<b>6.6 Revision of fiscal risks born by the Government.</b>	No
<b>6.7 Consultation with affected communities on potential impact of PPP projects.</b>	No
<b>6.8 Approval of PPP projects.</b>	No
<b>6.9 Undertaking the procurement of PPPs.</b>	No
<b>6.10 Oversight of PPP implementation.</b>	No
<b>6.11 Other</b>	No
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 16 of the Procurement Code, the regulation of public procurement and public service delegation is provided by: 1) The General Directorate of control of public contracts, established within the Ministry in charge of finance , responsible for a priori control of the procedure for the award and monitoring of the implementing rules of public procurement and public service delegations from the masters contracting or delegated contracting authorities. Furthermore, Article 17 of the Procurement Code provides that: the General Direction of Control of public procurement, that is part of the Ministry in charge of finance : - delivers a reasoned opinion on the tender documents before the launch of the call for competition; - Grants authorizations and exceptions to the request of owners or delegated contracting authorities when required by the regulations;

<b>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>According to Article 17 of the Procurement Code: The General Direction of Control of public procurement, that is part of the Ministry in charge of finance: - Delivers a reasoned opinion on the benchmarking report of proposals and the provisional contract award report prepared by the Procurement Committee ; - Conducts a legal and technical review before approval of the contract file and, if necessary , submits any request for clarification to the project owner or client representative, as well as any required change to ensure compliance with the tender documents and the regulations.</p>
<b>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<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>	<p>No</p>
<b>Accounting and reporting according to other international standard (e.g. European System of Accounts).</b>	<p>No</p>

<b>Please specify:</b>	n/a
<b>Other.</b>	No
<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>	No
<b>If yes, please specify the relevant authority</b>	n/a
<b>and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>10. Does the procuring authority use transaction advisors during the PPP project cycle?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<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?</b>	No

<p>(e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</p>	
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	n/a
<p>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</p>	No
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	n/a
<p>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</p>	Yes
<p>If yes, please elaborate:</p>	In practice, the procuring authority in Congo Republic evaluates the consistency of PPPs with other government priorities
<p>The procuring authority does not evaluate PPPs against existing government priorities.</p>	No
<p>Please elaborate and provide examples:</p>	n/a
<p>11.1. Based on your experience, is it always</p>	Yes

<b>the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?</b>	
<b>If yes, please specify:</b>	In practice, the procuring authority in Congo Republic evaluates the consistency of PPPs with other government priorities
<b>If no, please elaborate:</b>	n/a
<b>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)</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a
<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>	According to Article 25 of the Procurement Code: During the preparation phase, the procuring authority must: a) evaluate the estimated amount of the supplies , services or works , subject of the contract and ensure the existence of sufficient budgetary appropriations ; b) obtain , where appropriate , prior authorizations to which the market concluded is submitted. Furthermore, according to Article 26 of the Procurement Code: When all the funding of a project cannot be mobilized in a single year and that benefits can be divided into phases over several years or farms slices and conditional phases , the person responsible for the market must, in agreement with the minister in charge of investments for public administrations and legislative bodies for public administrative institutions and regional and local authorities, provide a program related to the expected expenses for each year.

<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 affordability assessment, including the identification of the required long term public commitments is always done in practice in Congo Republic
<b>12.3. Risk identification, allocation and assessment (risk matrix)</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a
<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>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a
<b>12.5. Financial viability or bankability assessment</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a

<b>12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a
<b>12.7. Environmental impact assessment</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a
<b>12.8. Consultation process with affected communities on potential impact of the PPP project</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a
<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>	The law does not require the inclusion of a PPP contract in the request for proposal
<b>14.1. Are the tender documents published online?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 46 of the Public Procurement Law, the calls for tender of public procurement projects which amounts are greater than or equal to the threshold referred to in Article 4 of this Decree, must be the subject of call for tender made public by insertion in a national and / or international publication and electronically, according to a model document which shall publish the mandatory information. This obligation also concerns pre-qualification notices. Failure to publish the notice shall be sanctioned by the nullity of the procedure.
<b>and please specify the website:</b>	No Data
<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</b>	n/a

or provide an electronic copy of them:	
<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: 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>16.2. Obtaining the required environmental permits: 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>16.3. Obtaining the required operational permits: 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>16.4. Obtaining the required land: 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>	No regulatory basis
<b>16.5. Obtaining the required right of way: 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>	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>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The bid evaluation committee members require sufficient</b>	No

<b>qualification without specific details.</b>	
<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>	Yes
<b>Please elaborate and provide examples:</b>	According to our contributors, the bid evaluation committee members belong to a technical committee set up within the framework of a specific project for the privatization of a state asset. These members are appointed by their respective administrations; this committee can make use of resource persons, if necessary.
<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>	Pursuant to Article 27 of the Procurement Code: The contracting authorities or delegated contracting authorities shall make known a general notice of tender published in the Official Bulletin of public contracts, the essential characteristics of works , supplies and services , they intend to in the year and in amounts equal or exceed the procurement thresholds.
<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 47 of the Procurement Code: In open and restricted procedures, the deadline for receipt of applications or tenders can not be less than thirty calendar days for contracts above the thresholds set in the decree mentioned in Article 4 of this Decree, from the publication of the notice. (The same minimum period applies when the notice and the tender documents are prepared and sent electronically).
<b>and the time in calendar days:</b>	30
<b>22.1. In a case comparable to the case</b>	Yes

<b>study assumptions, which are the procurement procedures available and/or set as default for PPP projects?</b> <b>Open tendering:</b> <b>Available</b>	
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to Article 31 of the Public Procurement Law provides: 1. The invitation to tender shall be open when any candidate who satisfies the conditions laid down in Article 54 of the present decree, may submit a pre-qualification application or an offer...
<b>22.2. Restricted tendering (with pre-qualification stage):</b> <b>Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to Article 37 of the Public Procurement Law, the invitation to tender is said to be restricted when only selected bidders are allowed to submit tenders ... The restricted invitation to tender procedure may be used only after an opinion from the Directorate-General for control of public procurement for the following: 1) for which the emergency arising from unforeseeable circumstances for the developer is not compatible with the time required by the tendering procedures and, in particular, to deal with situations of natural or technological disaster; 2) procedures that led to an unsuccessful bidding process; contracts for works, supplies or services that are performed only as research, testing, experimentation or development; 3) the contracts which the contracting authority must have executed in place of the bidders at their own expense and risk; 4) procurement of goods, works or services which, because of their nature, can not be achieved other than by a limited number of suppliers, contractors or service providers.
<b>22.3 Multi-stage tendering (with shortlisting of final candidate(s)):</b> <b>Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to Article 36 of the Public Procurement Law: In the two-stage tender procedure, candidates shall first be invited to submit technical proposals, without any indication of price, on the basis of general design principles or performance standards, and subject to further technical and commercial clarifications and adjustments
<b>22.4. Competitive dialogue:</b> <b>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>	n/a
<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>	No
<b>Default</b>	No
<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>	<p>According to Article 41 of the Procurement Code: The tender documents must comprise the following documents written in French: a) the invitation to tender; b) the general administrative clauses; c) the specific regulations of the tender; d) the special administrative clauses; e) the terms of general technical clauses; f) the special technical clauses, terms of reference or description of the supply; g) part of the unit price schedule; h) part of quantities including the amounts to be performed; i) part of the price sub-detail; j) the model forms including submission and security; k) where appropriate, plans, drawings, design calculations, technical documents or other documentation deemed necessary by the client or client representative. Additionally, according to Article 42: The tender notice shall state in particular : a) the reference of the tender including the number, the identification of the procurement commission and the client or client representative , subject and date of signature; b ) funding ; c ) the type of tender ; d) the place or places where you can consult the tender dossier ; e) the qualifications of candidates and the terms of acquisition of tender documentation ; f) the place , date and time limits for filing and opening of tenders ; g) the period during which the candidates are bound by their tenders; h) the conditions to be met by tenders , including the caution amount. Finally, according to Article 43: The special regulations for calls for tenders shall specify, inter alia: a) the presentation and constitution of tenders; b) the terms of rejection of tenders; c) the bid evaluation criteria:- For works, supplies and services, criteria such as running costs, prices, profitability, quality, technical merit, after-sales service and technical assistance, the period execution, the payment schedule must be objective, related to the subject of the contract, verifiable, quantifiable and expressed in monetary terms;- For intellectual services contracts, the criteria must be detailed by sub-</p>

	<p>criteria. These must be verifiable, and as much as qualitative as possible. d) the methods and the award criteria; e) the rules for pre-qualification and post-qualification, if applicable. Article 44: The specifications determine the conditions under which contracts are executed. They include general documents and the following specific documents: a) the general administrative clauses which sets the provisions for implementation and monitoring of public procurement applicable to a category of contracts; b) the specifications of Contract that fix the administrative and financial provisions relating to each contract; c) all other technical and general documents notebooks and special documents defining the characteristics of works, supplies or services and intellectual services. Article 45: The works, supply of goods and services which are the subject of a public contract or a public service contract are defined by reference to standards, technical approvals or specifications commonly recognized by professionals at the national level or, failing national standards by reference to international standards or technical approvals or specifications.</p>
<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>	<p>According to Article 46 of the Public Procurement Law, the calls for tender of public procurement projects which amounts are greater than or equal to the threshold referred to in Article 4 of this Decree, must be the subject of call for tender made public by insertion in a national and / or international publication and electronically, according to a model document which shall publish the mandatory information. This obligation also concerns pre-qualification notices. Failure to publish the notice shall be sanctioned by the nullity of the procedure. Additionally, Article 42 provides that the notice of invitation to tender must mention in particular:</p> <p>...</p> <p>(e) the qualification of candidates and the conditions for the acquisition of the tender documents;</p> <p>(f) the place, date and time limit for the submission and opening of tenders;</p> <p>(g) the period during which candidates remain bound by their tenders;</p> <p>(h) the conditions to be met by the tenders, in particular the amount of the security submission.</p>
<b>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	The prequalification criteria specified in the tender documents specified in Article 46 of the Public Procurement Law are generally respected in practice in Congo republic
<b>If no, please elaborate:</b>	n/a

<b>23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<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>	n/a
<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>	n/a
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	n/a
<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</b>	n/a

<b>the case that this disclosure of information is done in practice?</b>	
<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>	According to Article 41 of the Procurement Code: The tender documents must comprise the following documents written in French: ...h) As part of quantities including the amounts to be performed; j) the model forms including submission and security; However, those models are likely not financial models.
<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 29 of the Procurement Code: 1) The tender procedure is concluded without negotiation , on the basis of objective evaluation criteria previously brought to the attention of candidates in the call to tender dossier and expressed , wherever possible, in monetary terms. 2) The choice of the bidder considers the following criteria , provided by way of example, can or should be supplemented by the nature of the purchase, and according to the provisions included in the tender documents .
<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 only one)?: The procuring authority follows a specific procedure before awarding a PPP contract</b>	No

<b>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>	Yes
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 30 of the Public Procurement Law, (2) The invitation to tender shall be valid only if, after having complied with all the regulations, the contracting authority has received at least one tender deemed to be in conformity.
<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>	No
<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>	According to Article 83 of the Procurement Code: The delegating authority must publish a notice of award of public service delegation agreement . This notice shall designate the delegate and include a summary of the main provisions of the delegation agreement.
<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 88 of the procurement Code: The award shall be notified to the successful bidder . The other bidders are informed of the non-selection of their offering ; their deposit , if any , is returned .The client or client representative publishes award Minutes or communicate to all unsuccessful candidates simultaneously with the communication of the provisional award decision to the successful tenderer.
<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>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>According to Article 88 of the Procurement Code: In all cases , the client or client representative must communicate in writing to any unsuccessful tenderer of the reasons for rejection of its offer , the amount of the contract awarded , the name of the successful tenderer , as well as a copy of the attribution report , within five working days of receipt of the written application</p>
<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>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>According to Article 88 of the Public Procurement Law, [...] the contracting authority shall observe a minimum period of 15 days after the publication [of the award notice] before signing the contract and submitting it to the approval of the competent authorities. Within this period, the tenderer must, under penalty of foreclosure, exercise the remedies referred to in Articles 141 (and following) of this decree.</p>
<b>and the time in calendar days:</b>	<p>15</p>
<b>30.1. Is the standstill period set out in the notice of intention to award?</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<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>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>31.1. Based on your experience, is it always the case that this</b>	<p>n/a</p>

restriction is respected in practice?	
If yes, please specify:	n/a
If no, please elaborate:	n/a
<b>32. Does the procuring authority publish the PPP contract?</b>	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
<b>32.1. If yes, which of the following options best describes this publication (choose only one)?:</b> 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
<b>32.2. If yes, is it published online?</b>	n/a
If yes, please specify the website:	n/a
<b>32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?</b>	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
<b>PPP Contract Management</b>	
<b>41. Has the procuring or contract management</b>	Yes

<b>authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 12 of Decree No. 2009 -161 of 20 May 2009 on the organization and functioning of the Public Procurement Management Unit, provides for the monitoring by the Permanent Secretariat of the Privatization Committee of the financial and technical obligations of the private operator.
<b>41.1. If yes, which of the following tools does it include (check all that apply)?: 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 select only one): The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications.</b>	<p>No</p>
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>The PPP contract management team members are required to meet sufficient qualification without specific details.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>The PPP contract management team members are not required to meet any specific qualifications.</b>	<p>Yes</p>
<b>Please elaborate and provide examples:</b>	<p>According to our contributors, the PPP contract management team members belong to a technical committee set up within the framework of a specific project for the privatization of a state asset. They are designated by their respective administrations; this committee can make use of resource persons, if necessary.</p>
<b>42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>According to Article 23: The Public Procurement Management Unit monitors the performance of contracts and public service delegations.</p> <p>In this capacity, it is in particular responsible for:</p> <ul style="list-style-type: none"> <li>- implementing, in collaboration with the Public Market Regulatory Authority, standard management tools, procedures manuals, computer software, the intranet site to enable it to have in real time the instruments necessary for the execution of this mission;</li> <li>- also to implement all the procedures for recording the different phases, be they</li> </ul>

	<p>administrative, technical or financial, procurement procedures and execution of the markets and ensure the archiving by modern and efficient methods.</p> <p>In addition, the teams of the Public Procurement Management Unit can:</p> <ul style="list-style-type: none"> <li>- carry out periodic and unannounced checks of work sites and materials during production;</li> <li>- carry out operations to monitor the performance of the contract on the basis of the planning of the operation and the contractual deadlines;</li> <li>- verify the quality of the services and their conformity with the specifications;</li> <li>- monitor the financial execution of contracts and advise on the relevance of the additional work requested and on the application of late payment penalties provided for in the contracts;</li> <li>- participate in the provisional, partial or definitive reception of services;</li> <li>- verify the existence of the guarantees whose implementation is provided for by the regulations in force.</li> </ul>
<b>42.1. If yes, is the PPP contract construction performance information made available to the public?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>42.2. If yes, is the PPP contract construction performance information made publicly available online?</b>	n/a
<b>If yes, please specify the website:</b>	n/a
<b>43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>According to Article 16 of the Procurement Code, the regulation of public procurement and public service delegation is provided by :1) The General Directorate of control of public contracts , established within the Ministry in charge of finance , responsible for a priori control of the procedure for the award and monitoring of the implementing rules of public procurement and public service delegations from the masters contracting or delegated contracting authorities ;2) The Public Procurement Regulatory Authority : it is responsible for independent regulation of public procurement and , through independent audits , ex post control of the procurement and execution of contracts and delegations of public services.</p>
<b>43.1. If yes, which of the following tools does it</b>	No

<b>include (check all that apply)?: Performance is assessed against evaluation criteria set in the tender documents and the PPP contract</b>	
<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>	<p>According to Article 2 of Decree N. 2009-161, Article 2: The Public Procurement Management Unit shall be responsible for the conduct of the entire procurement procedure and for public service delegations.</p> <p>In this capacity, it is responsible, inter alia, for:</p> <ul style="list-style-type: none"> <li>- planning public procurement and public service delegations;</li> <li>- develop, in collaboration with the Directorates for Studies, Planning and Budget Management, an annual public procurement plan and communicate it to the ministries involved in the public spending chain;</li> <li>- ensure that appropriations and funds to finance the public procurement or the proposed public service delegation are reserved for the ministries involved in the public spending chain;</li> <li>- determine the procedure and the type of contract to be concluded;</li> <li>- draw up bidding and consultation documents, as well as technical specifications in collaboration with the competent technical services, in accordance with the standard files in force;</li> <li>- launching calls for competition;</li> <li>- receiving, registering and evaluating and grading the offers;</li> <li>- drawing up draft contracts and, where appropriate, their amendments;</li> <li>- take part in the acceptance of the works, supplies and services covered by the said contracts;</li> <li>- maintaining the register of public procurement monitoring and public service delegations;</li> <li>- draw up reports on the award for the contracting authority or the delegated contracting authority and forward them to the Directorate-General for Contracts for Public Contracts and the Public Procurement Regulatory Authority.</li> </ul> <p>Any public procurement management unit with adequate capacity may also</p>

	provide support to other management units and project owners or delegated contractors who do not have them.
<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>	Article 18 of the Procurement Code provides that: The Public Procurement Regulatory Authority carries out technical and financial audits in order to monitor ex post the implementation of the public procurement rules. To this end, it commands at the end of each financial year, an independent audit on a random sample of markets and send the competent authorities the case of the violations found in the laws and regulations concerning the award, execution and control of public procurement or public service delegations.
<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 the income resulting from the operation of a PPP project?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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?</b>	No
<b>If yes, please provide the relevant legal/regulatory/standar</b>	n/a

<b>d contractual provisions (if any):</b>	
<b>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).</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>In other cases, flexibility to change the ownership structure and/or assign the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<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</b>	n/a

<b>government authority, other than the procuring authority, required?</b>	
<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
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>A change in the agreed price or tariff.</b>	n/a
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a

<b>46.3. Can the procuring authority unilaterally modify a PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>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</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	According to Article 117 of the Procurement Code: Where the amount referred to in the previous article is reached, the Contracting Officer may terminate the contract. The total or partial remission of the penalties may be imposed by the authority of that person. Impediments resulting from force majeure exempt the holder of late penalties that could result. Furthermore Article 139 provides that: The client or client representative may order the postponement of works, supplies or services related to the contract before completion in case of force majeure or for reasons of general interest. Finally, Article 140 provides that: Any public contract may also be terminated when a force majeure renders performance impossible.
<b>Material Adverse government action .</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Change in the Law.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Refinancing.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Subcontracting and replacement of the subcontractors.</b>	No

<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<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 144 of the Procurement Code, Holders of public contracts or public service delegations may have recourse to the hierarchical authority of the person responsible for the contract, in case of persistent disagreement with the latter, for the purpose of seeking an amicable settlement of disputes between them and the person. participants of the public procurement process may submit a complaint to the hierarchical superior of the person responsible for the public procurement in case where there is a persisting disagreement .Additionally, Article 145 provides that: Any dispute will first be made of a hierarchical appeal and if not settled amicably within thirty calendar days following the commencement of proceedings , will be settled in accordance with the law and applicable contractual stipulations, before the competent courts or arbitral tribunals .</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>	Yes
<b>Domestic arbitration</b>	Yes
<b>International arbitration</b>	Yes
<b>Investor-State Dispute Settlement (ISDS)</b>	Yes
<b>Mediation</b>	Yes
<b>Please provide the relevant legal/regulatory/standard contractual provisions (if any)</b>	<p>According to Article 142 of the Public Procurement Law:</p> <p>1- A Dispute Settlement Committee shall be established within the Public Procurement Regulatory Authority whose task it is to decide disputes, the subject of which is specified in paragraph 2 of the preceding Article and either a contracting authority or a delegated contracting authority and the Directorate-General for Controlling public tenderers, either of the candidates, of the tenderers, or of a contracting authority or a contracting authority delegate or the Directorate-General for Public Procurement to a candidate or tenderer...</p>

	<p>Also, Article 144 provides that holders of public contracts or public service delegations may make use of the hierarchical authority of the procuring authority, should the disagreement persist, for the purpose of seeking an amicable settlement of disputes between the private party and the contracting authority during the execution of the public contract or the public service.</p> <p>Finally, according to Article 145: Any dispute which has previously been the subject of a hierarchical appeal and which has not been settled amicably within thirty calendar days following the lodging of the appeal, shall be settled, in accordance with applicable law and contractual provisions, before the courts or the competent arbitral courts</p>
<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>	Congo Republic is party to the ODAHA Act
<b>International arbitration</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	Congo Republic is party to the ODAHA Act
<b>Investor-State arbitration</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	Congo Rep is member of ICSID. Furthermore, Article 37 of law n. 6-2003 of 18 January 2003 on the investment charter designates, especially, the arbitration of the international center for the settlement of disputes relating to permanent investments.
<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</b>	No

<p>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?</p>	
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	n/a
<p>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.</p>	n/a
<p>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	n/a
<p>The regulatory framework prescribes that a direct agreement should be signed with the lenders.</p>	n/a
<p>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	n/a
<p>The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.</p>	n/a
<p>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	n/a
<p>Other.</p>	n/a
<p>Please Specify:</p>	n/a

<b>51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?</b>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>According to Article 140 of the Public Procurement Law: Public contracts may be terminated under the conditions stipulated in specifications, in the following cases:</p> <p>(a) on the initiative of the person responsible for the contract due to the fault of the contract holder or the liquidation of his business;</p> <p>(b) on the initiative of the contractor, for default of payment, following a formal notice for three months or as a result of an adjournment under the conditions laid down in Article 139 of this decree;</p> <p>or (c) by mutual agreement of the parties.</p> <p>Any public contract may also be terminated where force majeure renders it enforceable impossible. Except in cases where termination is granted pursuant to point (a) of this Article, the holder of the contract shall be entitled to a termination indemnity calculated on a flat-rate basis...</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>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>According to Article 140 of the Public Procurement Law, ... Except in cases where termination is granted pursuant to point (a) of this Article, the holder of the contract shall be entitled to a termination indemnity calculated on a flat-rate basis...</p>
<b>Unsolicited Proposals</b>	
<b>34. Are unsolicited proposals in Congo, Rep.: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)</b>	<p>No</p>
<b>Explicitly allowed by the legal framework?</b>	<p>No</p>
<b>Not regulated by the legal framework, but do happen in practice?</b>	<p>Yes</p>
<b>Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)</b>	<p>No</p>

<p>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</p>	<p>n/a</p>
<p>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</p>	<p>No</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</p>	<p>n/a</p>
<p>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</p>	<p>n/a</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>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.</p>	<p>No</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</p>	<p>No</p>

<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>	Yes
<b>Please elaborate and provide examples:</b>	According to our contributors, the procuring authority does not evaluate unsolicited proposals against existing government priorities in Congo Republic
<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>	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>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</b>	No

<b>option to match the winning bid and win the contract).</b>	
<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