

## PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN COTE D'IVOIRE

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>The PPP regulatory framework in Cote d'Ivoire consists of the following:</p> <ul style="list-style-type: none"> <li>- Decree No. 2012-1151 of December 19, 2012 relating to Public Private Partnerships contracts (hereinafter the 'PPP Decree');</li> <li>- Decree No. 2012-1152 of September 19, 2012 relating to attribution, organization and functioning of the institutional framework management of Public Private Partnerships institutional Frame such as modified by Decree No. 2014-246 of May 08, 2014 (hereinafter the 'Institutional PPP Decree').</li> </ul> <p>Article 2 of the Institutional PPP Decree, PPPs include public service delegations as defined in the public procurement Code and the contracts by which the contracting authority entrusts a third party, for a determined duration, with a global mission on financing, building or transforming, maintaining, operating or managing, equipment or immaterial goods for the contracting authority.</p> <p>Consequently, are also applicable the public procurement regulations related to public service delegations: public procurement Code of 2009 created by decree no 2009-250 of August 6, 2009, modified by decree no 2014-306 of May 27, 2014 and Decree no 2015-525 of July 15, 2015. Article 3 indicates its applicability to conventions of public service delegation: the Code is applicable to procurement, control and regulation of public service delegations, except for specific regimes.</p> <p>The following study will be based on those general texts. However, sectorial texts can apply to PPPs as well, such as the Code of electricity.</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>	<a href="http://www.ppp.gouv.ci/reglementation.html">http://www.ppp.gouv.ci/reglementation.html</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 new PPP Law applying the UEMOA directive is being prepared.
<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 security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other</b>	No
<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>	No
<b>If yes, please specify and provide the relevant legal/regulatory provision (if any):</b>	n/a
<b>5. Please identify the PPP procuring authorities in Cote d'Ivoire and provide their website(s) (if available):</b>	<p>Pursuant to Article 3 of the public procurement Code, public service delegations are entered into by a public person; a state company; a company with a majority of public financial participation; a private person acting on the account of the State, a public person or a state company; or a private person when the contract has financial support, or a guarantee from the State, a public person or a state company.</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>	Yes
<b>If yes, please indicate its name, and its website (if available):</b>	<p>The institutional framework for PPPs is made of the National Committee piloting PPPs (CNP-PPP), the executive Secretariat of PPPs (SE-PPP), the Cell of support for PPPs (CA-PPP). They are under the authority of the President of the Republic.</p> <p>The CNP PPP is the body in charge of decision, validation and orientation of the institutional framework for PPPs (article 4 of the Institutional PPP Decree).</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>	Yes
<b>6.2 PPP capacity building for other public authorities.</b>	Yes
<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	Yes
<b>6.4 Technical support in implementing PPP projects.</b>	Yes
<b>6.5 Identification and selection of PPP projects from the pipeline.</b>	Yes
<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>	Yes

<b>6.9 Undertaking the procurement of PPPs.</b>	No
<b>6.10 Oversight of PPP implementation.</b>	Yes
<b>6.11 Other</b>	No
<b>6.11 please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions:</b>	<p>The CNP-PPP's missions are as follows, pursuant to article 4 of the Institutional PPP Decree:</p> <ul style="list-style-type: none"> <li>- elaborate development strategies and to submit them to the Government as well as your projects of legislative and statutory texts;</li> <li>- validate the projects to be realized within the framework of the PPP;</li> <li>- validate the documents of call for competition prepared by the contracting authorities - and in particular the contractual and financial plans, selection modes of the candidates and criteria of evaluation;</li> <li>- validate the proposals of attribution of the conventions and the contracts;</li> <li>- define the frame of dialogue with the outer financial partners;</li> <li>- follow the realization of the projects by the contracting authorities;</li> <li>- To submit to the Government the annual report on the projects realized;</li> <li>- approve the plan of activities presented by the SE-PPP;</li> <li>- seek the necessary funding.</li> </ul>
<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>	No regulatory basis
<b>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to article 21 of the PPP Decree, contracts are signed by the operator, the procuring authority and the Ministry of Economy and Finance. Contracts entered into by a public person or public body acting for the State or a local entity are approved by the Ministry of Economy and Finance.
<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>	Yes
<b>If yes, please specify the relevant authority</b>	CNP PPP
<b>and provide the relevant legal/regulatory provisions (if any):</b>	Article 8 of the PPP Decree provides: Contracting authorities should develop tender documents prior to the launch of any procedure for the award of PPP contracts with the support of the CA- PPP. These files designed in accordance with standard types records adopted by the CNP-PPP in collaboration with technical ministries, adapted to the specific conditions of the project. They are transmitted to the SE- PPP for validation by the CNP -PPP in the presence of the representative of the Public Procurement Directorate.
<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>	Yes

<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>PPP Contracts of the State are approved by decree taken by the Council of Ministers (article 21 of the PPP Decree). Pursuant to Article 21 : Before the award of the contract, the procuring authority submits the PPP project contracts to the non objection opinion of the CNP-PPP.</p>
<p><b>10. Does the procuring authority use transaction advisors during the PPP project cycle?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Pursuant to article 7 of the PPP Decree, contracting authorities shall prepare feasibility studies, with the support of exterior competencies if necessary.</p>
<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 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>Yes</p>
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Pursuant to article 7 of the PPP Decree: The Contracting Authorities shall identify the projects that are likely to be developed under PPP contracts, in collaboration with the Ministry of Planning, the Ministry of the Economy and Finance, and the CNP-PPP. This identification procedure involves carrying out basic technical, economic, legal, financial, social and environmental feasibility studies, as well as the compulsory inclusion of the partnership projects in the National Development Plan. [...] The National Plan of Development framework 2016-2020 includes a plan of public investment and is declined in a matrix of priority actions. It announces that the greater participation of the private sector in the public procurement has to be made through the pursuit of innovative financing, as the PPP. The PND presents 182 priority projects, 70 of those are to be made through PPPs.</p>
<p><b>The regulatory framework prescribes the need for PPPs to be consistent with all other</b></p>	<p>No</p>

investment priorities without establishing a specific procedure to achieve that goal.	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.	No
If yes, please elaborate:	n/a
The procuring authority does not evaluate PPPs against existing government priorities.	No
Please elaborate and provide examples:	n/a
11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?	Yes
If yes, please specify:	In practice, projects are within the national plan of development.
If no, please elaborate:	n/a
12.1 Which of the following assessments are conducted when identifying and preparing a PPP in order to inform the decision to proceed with it? (check all that apply): Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)	Yes
Relevant legal/regulatory provision (if any)	Article 7 alinea 2 of the PPP Decree provides that the identification procedure involves performing summary studies of technical feasibility, economic, legal, financial, social and environmental as well as the compulsory registration of the partnership contracts in the National Development Plan.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes

<b>Details:</b>	Socio economic impacts for PPP projects are in practice analyzed.
<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>	Yes
<b>Details:</b>	An elementary analysis of the affordability assessment is in practice conducted.
<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>	Yes
<b>Details:</b>	In practice, procuring authorities prepare a risk matrix for PPP projects.
<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>	Yes



<b>Relevant legal/regulatory provision (if any)</b>	Article 7 alinea 2 of the PPP Decree provides that the identification procedure involves performing summary studies of technical feasibility, economic, legal, financial, social and environmental as well as the compulsory registration of the partnership contracts in the National Development Plan.
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	No regulatory basis
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	In practice, procuring authorities prepare a financial model for PPP projects.
<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>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Article 7 alinea 2 of the PPP Decree provides that the identification procedure involves performing summary studies of technical feasibility, economic, legal, financial, social and environmental as well as the compulsory registration of the partnership contracts in the National Development Plan. Pursuant to article 39 of the Environment Code (law no 96-766 of October 3, 1996), every project likely to have an impact on the environment shall be preceded with an impact study.
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	Decree no 96-894 of September 8, 1996 determines the rules and procedures applicable to environmental impact study of development projects.
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Environmental impact study is conducted for PPP projects.
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 21.1 of the Public Procurement Code: The request for proposals published by the procuring authority should include at least the following: [...] The terms and conditions of the contract and, if applicable, model contractual document signed by the parties.
<b>If no, please elaborate</b>	n/a
<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: 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>	Yes
<b>To be established in the contract</b>	No
<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>	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>	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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 43 of the Public Procurement Code details the composition of the Committee (responsible for the opening of bids and evaluation of the offers), that varies depending on the nature of the contracting authority and the object of the tender. In fact, Article 43.2. Regulates the composition of the committee when the contracting authority is a central administration of the State, a service of the State, a national public institution or a project; Article 43.3. regulates the composition of the committee when the Contracting Authority is a decentralized service of the State , or a public national or localized regional project; Furthermore, Article 43.4 regulates the composition of the committee when the Contracting Authority is a Crown corporation or a person referred to in Article 2 of this Code. And finally, Article 43.5 regulates the composition of the committee in special cases, where a special commission can be created for the management of specific operations.

	<p>Regarding the membership for the cases of a State contract: Article 43(3) provides: If the contracting authority is a deconcentrated State service, a national public institution or a project located in the regions, the Commission referred to in Article 43.1 above is composed as follows:</p> <ul style="list-style-type: none"> <li>a representative of the administratively competent prefect, president;</li> <li>a representative of the contracting authority, or the contracting authority delegate if there is one, “rapporteur”;</li> <li>a representative of the prime contractor (if any). In this case, this representative performs the functions of “rapporteur”;</li> <li>a representative of the Administrative Structure responsible for public procurement;</li> <li>a representative of the user services;</li> <li>a representative of the Ministry exercising guardianship over the object of the expenditure, if any;</li> <li>the financial controller or the budgetary controller placed with the contracting authority or its representative.</li> </ul>
<p><b>The bid evaluation committee members require sufficient qualification without specific details.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The bid evaluation committee members are not required to have any specific qualifications.</b></p>	<p>No</p>
<p><b>Please elaborate and provide examples:</b></p>	<p>n/a</p>
<p><b>19. Does the procuring authority issue a public procurement notice of the PPP project?</b></p>	<p>Yes</p>
<p><b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Article 10 of the PPP Decree provides that the tender can be open or restricted, it can be done in a step or two, and is subject to publicity measures at national and international levels.</p> <p>Article 63 of the Public Procurement Code provides for publication of all the projects, national publication in the “Bulletin officiel des Marchés Publics de la Côte d’Ivoire” and for international bidding process by an announcement in an international newspaper. In fact, Article 63 provides that (1) the call for tender must be published in a national and / or International and / or electronic form, as appropriate; (2) The calls for tender are required to be published in the Official Bulletin of Public Procurement of the Republic of Ivory Coast under penalty of nullity. To this end, the publication deadline for national tenders is at least thirty (30) days. All open tender not released by this channel is considered null and void.</p> <p>In case of international tendering, the notice of appeal to competition should be published in a international newspaper ads or on the Web, along with its publication in the Official Bulletin of Public Procurement of the Republic of</p>

	Ivory Coast under penalty of nullity the procedure. The minimum time of publication of forty five (45) days.
<b>19.1. If yes, is the public procurement notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	<a href="https://marchespublics.ci">https://marchespublics.ci</a> <a href="https://ppp.gouv.ci">https://ppp.gouv.ci</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>	Article 7 al 5 of the PPP Decree indicates: The calls for tender procedures provided for in the Public Procurement Code apply to the PPP procedure; and Article 63 of the Public Procurement Code provides that (2) The notice of appeal to the competition are required to be published in the Official Bulletin of Public Procurement of the Republic of Ivory Coast on pain of nullity. To this end, the publication deadline for national tenders of at least thirty (30) days. And in case of international tender, the minimum time of publication is forty five (45) days. Also, Article 79 of the Public Procurement Code refers to Articles 63 and 64, and sets a minimum deadline of 45 days for receipt of tenders.
<b>and the time in calendar days:</b>	45
<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>	Article 9 of the PPP Decree indicates: This Decree asserts the open invitation to tender as the preferred mode of awarding PPP contracts.
<b>22.2. Restricted tendering (with pre-qualification stage):</b>	Yes
<b>Available</b>	
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Article 9 of the PPP Decree indicates: This Decree asserts the open invitation to tender as the preferred mode of awarding PPP contracts. In this procedure, a pre-selection phase may be resorted to, during which no dialogue can be had with the Applicants, apart from seeking clarifications. At least three Applicants must be selected at this stage of the procedure (article

	11).
<b>22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	<p>Article 10 of the PPP Decree provides: The invitation to tender may be open or restricted, in one or two phases, and shall be the subject of publicity at the national and international levels. The procedures for awarding PPP contracts may be subject to a pre-selection phase.</p> <p>Article 12 indicates: The procedure of open invitation to tender can be carried out in one or two phases: The first phase consists only in receiving technical proposals from Applicants. In the second phase, the bidders selected submit their final proposals together with their financial offer.</p>
<b>22.4. Competitive dialogue: Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	<p>Pursuant to Article 15 of the PPP decree : PPP contracts may be awarded by way of derogation by resorting to: Competitive dialogue in the procedures of invitation to tender as provided for in Article 16 of this Decree. Article 16 provides: The Contracting Party may resort to competitive dialogue. Resorting to competitive dialogue must be governed by a Charter adopted by the CNP-PPP, who defines the modalities of the said dialogue. Given the peculiarity of this procedure, the Contracting Authority may be assisted, for its implementation, by an independent firm recruited by the CNP-PPP.</p>
<b>22.5. Direct negotiation with more than one candidate: Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	<p>Pursuant to Article 13 of the PPP decree : The Contracting Authority may, by derogation from the principle of open invitation to tender, resort to the restricted invitation to tender and only select a maximum of three Applicants when:</p> <ul style="list-style-type: none"> <li>- The requirements to be met are a matter of specialized work, supplies or services, or require a special technique,</li> <li>- The requirements to be met are a matter of specialized work, supplies or services very few Applicants are able to provide,</li> <li>- The conditions for resorting to this procedure are validated by the CNP-PPP.</li> </ul> <p>The procedure of the restricted invitation to tender can be done in one or two phases. The first phase consists only in receiving technical proposals from the Applicants. In the second phase, the bidders selected submit their final proposals together with their financial offer (Article 14).</p>
<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>	Article 21 of the Public Procurement Code (Decree No. 2009-259) provides: that the tender documents should contain at a minimum the following information: - Instructions for preparing tenders; - The period of validity of tenders; - Identification of parts or other information required of candidates to demonstrate their qualifications; - Qualitative and quantitative description of the goods required; - All the ancillary services to be performed; - The place where the work must be performed or where the goods or services must be provided; - The time required for the execution of works, the supply of goods or services; - Criteria and procedures to be followed in determining the successful bid. - The terms and conditions of the contract and, if applicable, model contractual document signed by the parties; - The requirements for the opportunity to submit variants and the conditions and methods of analysis thereof for comparison of tenders; - How the bid amount must be formulated and expressed, including whether the price is to cover elements other than the cost of the work, goods, or services, such as any costs of transport and insurance, customs duties and applicable taxes, warranty items and after sales service; - The currency or currencies in which the bid amount must be formulated and expressed; - A statement that tenders must be drawn up in French; - Surety requirements; - Procedures for bid opening and examining tenders; - Reference currency and eventually the exchange rate to be used for evaluation and comparison of financial proposals; - References to this Code and its implementing regulations.
<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>	Article 7 Al 5 of the PPP Decree provides that the call for tender procedures provided for in the public procurement code apply to the PPP procedure. Furthermore, Article 85 of the Public Procurement Code provides that the list of preselected candidates must be justified by the criteria in the prequalification documents and defined in relation to the particular nature of services expected and verified the capabilities of said candidate.
<b>22.10. Based on your experience, is it always the</b>	No



<b>case that the specified criteria are respected in practice?</b>	
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate:</b>	It seems prequalification is sometimes assessed according to criteria not specified in the tender documents.
<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>	Article 64 of the Public Procurement Code provides for the option for the bidders and the procuring authority to communicate and exchange information.
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 64 of the public procurement Code provides that: All communications and information exchanges between the bidders and the procuring authority shall meet the standards and measures for safety and reliability necessary to ensure confidentiality, transparency and integrity, and most importantly, the tools used for communicating by electronic means, as well as their technical characteristics, must be non-discriminatory, accessible and interoperable with the information and communications technology generally used.
<b>23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	Yes
<b>If yes, please specify:</b>	Disclosure of the clarifications provided is done on practice, through a document entitle "elements of answer".
<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</b>	n/a

<b>disclose the content and the results of the pre-bid conference to all bidders?</b>	
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 18 of the PPP Decree No. 2012-1151 provides for the inclusion by the bidders of a financial plan that is sufficiently realistic in their proposals.
<b>If no, please elaborate:</b>	n/a
<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>	Article 18 of the PPP Decree provides that the evaluation of proposals should be made in accordance with the evaluation criteria stated in the tender documents. Furthermore, article 71 of the Public Procurement Code provides for the same: the award is made on the basis of economic, financial and technical criteria mentioned 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 where only one proposal is submitted.</b>	No

<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>	Article 11 Al. 3 Decree PPP No. 2012-1151 provides, in the context of open procedure, that in case less than 3 candidates participate, the procedure can be resumed as long as the publication and competition requirements are respected
<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>	Article 21 Al 4 of the PPP Decree provides that the contracting authority has the obligation to ensure the publication of the PPP contract award notice specifying the name of the winning bidder as well as a brief of the principal clauses of the contract
<b>28.1. If yes, is the public procurement award notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	<a href="https://ppp.gouv.ci">https://ppp.gouv.ci</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>	Article 75 of the Public Procurement Code provides that: the procuring authority notifies, (three days after reception of the validation decision made by the administrative structure charged of public procurement), the final attribution of the contract to the winning bidder. The procuring authority also informs the other bidders that their offers were rejected and it reimburses the provisional bonds they paid.
<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>	n/a
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	n/a
<b>32. Does the procuring authority publish the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 21 of Decree No. 2012-1151 provides that the procuring authority has the obligation to ensure that a notice of the contract award is published specifying the name of the winning bidder as well as a brief of the principal clauses of the contract.
<b>32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP</b>	No

<b>contract including all its annexes and appendixes</b>	
<b>Publication of the full PPP contract without including all its annexes and appendixes</b>	No
<b>Publication of a summary of the PPP contract without publishing the full PPP contract</b>	Yes
<b>Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes</b>	No
<b>Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes</b>	No
<b>32.2. If yes, is it published online?</b>	No
<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>	No
<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>	<p>Article 3 of the Institutional PPP Decree provides that: The PPP Institutional Steering Framework includes:</p> <ul style="list-style-type: none"> <li>- The PPP National Steering Committee, or CNP-PPP in abbreviated form,</li> <li>- The PPP Executive Secretariat, or SE-PPP in abbreviated form,</li> <li>- The PPP Operational Unit, or CO-PPP in abbreviated form.</li> </ul> <p>Article 8 provides that the SE-PPP assist the CNP-PPP in the exercise of its attributions, including: management of the implementation and execution of the PPP contracts</p> <p>Furthermore, in reference to Article 24 of the PPP Decree, the contracting</p>

	authority should constantly control the execution of the contract and the good execution of all obligations... The PPP contracts are subjected to a periodical audit every 3 years (at the minimum)
<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>	Yes
<b>Relevant legal/regulatory provisions (if any):</b>	According to Article 4 of the Institutional PPP Decree : The National Committee for PPP Management participates, among other things, in the PPP procurement process.
<b>Elaboration of a PPP implementation manual or an equivalent document</b>	No
<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>	No
<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>	No
<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>	n/a

<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The PPP contract management team members are required to meet sufficient qualification without specific details.</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The PPP contract management team members are not required to meet any specific qualifications.</b>	n/a
<b>Please elaborate and provide examples:</b>	n/a
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to article 24 of the PPP Decree: Without prejudice to the powers exercised by the State supervisory bodies, the Contracting Authority shall exercise, on a permanent basis, all powers of on-the-spot checks, to ensure the smooth running of the service entrusted, the satisfactory performance of the PPP contract and the implementation by the Operator, in accordance with the contractual schedule, of the means necessary fulfil all his/her obligations. PPP contracts shall be subject to regular audits every three years at least by the bodies empowered for that purpose, in accordance with the procedures laid down by the legislation in force.
<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</b>	Yes

<b>system of the PPP contract implementation after construction?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 4 of the Institutional PPP Decree provides that the National Committee of Management of PPPs is responsible, among other things, of following the implementation of the PPP contracts by the contracting authorities, and submit an annual report to the government about the implemented PPP projects.</p> <p>Pursuant to article 24 of the PPP Decree: Without prejudice to the powers exercised by the State supervisory bodies, the Contracting Authority shall exercise, on a permanent basis, all powers of on-the-spot checks, to ensure the smooth running of the service entrusted, the satisfactory performance of the PPP contract and the implementation by the Operator, in accordance with the contractual schedule, of the means necessary fulfil all his/her obligations. PPP contracts shall be subject to regular audits every three years at least by the bodies empowered for that purpose, in accordance with the procedures laid down by the legislation in force.</p>
<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>	<p>Yes</p>
<b>Relevant legal/regulatory provisions (if any)</b>	<p>Article 24 of the PPP Decree: Without prejudice to the powers exercised by the State supervisory bodies, the Contracting Authority shall exercise, on a permanent basis, all powers of on-the-spot checks, to ensure the smooth running of the service entrusted, the satisfactory performance of the PPP contract and the implementation by the Operator, in accordance with the contractual schedule, of the means necessary fulfil all his/her obligations.</p>
<b>The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract</b>	<p>No</p>
<b>Relevant legal/regulatory provisions (if any)</b>	<p>n/a</p>
<b>The private partner must provide the procuring or contract management authority with periodic operational and financial data</b>	<p>No</p>
<b>Relevant legal/regulatory provisions (if any)</b>	<p>n/a</p>
<b>The procuring or contract management authority must periodically gather information on the performance of the PPP contract</b>	<p>Yes</p>



<b>Relevant legal/regulatory provisions (if any)</b>	<p>Article 4 of the Institutional PPP Decree provides that the National Committee of Management of PPPs is responsible, among other things, of following the implementation of the PPP contracts by the contracting authorities, and submit an annual report to the government about the implemented PPP projects. Additionally, Article 24 of the PPP Decree provides that the procuring authority should permanently exercise its control prerogatives in order to ensure the good execution of the PPP contract, in conformity with the contractual calendar and the necessary means to ensure execution of its obligations. Also, the PPP contracts should be periodically audited (at least once every three years, by competent authorities following procedures defined by applicable texts).</p>
<b>The PPP contract performance information must be available to the public</b>	<p>No</p>
<b>Relevant legal/regulatory provisions (if any)</b>	<p>n/a</p>
<b>43.2. Is PPP contract performance information made publicly available online?</b>	<p>No</p>
<b>If yes, please specify the website:</b>	<p>n/a</p>
<b>44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<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>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</p>
<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.</b>	<p>n/a</p>

<b>construction and first five years of operation).</b>	
<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>	n/a
<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>	n/a
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Pursuant to article 25 of the PPP Decree: In the accordance with the principle of the economic and financial balance of PPP contracts in case of economic disruption or imbalance, changes or revisions may be made to a PPP contract. For this reason, the PPP contract provides the circumstances under which the contract may be modified, as well as the procedures to be followed, if necessary.</p> <p>Article 26 furthermore provides: PPP contracts may be subject to amendments aimed at changing:</p> <ol style="list-style-type: none"> <li>1) The scope of the perimeter of activities of the Operator or his/her contractual obligations,</li> <li>2) The financial conditions in the cases provided for in Article 23 of this Decree,</li> <li>3) The term of the PPP contract for the following reasons: <ul style="list-style-type: none"> <li>- On the grounds of public interest,</li> <li>- On the grounds of late completion or interruption of the management of services</li> </ul> </li> </ol>

	<p>due to the occurrence of unforeseen events outside of the intent of the parties,</p> <p>- When the Operator is forced, for the smooth performance of the service covered by the contract, and upon request by the Contracting Authority, or after its approval, to carry out new work not provided for in the initial contract and likely to change the overall economy of the contract,</p> <p>The length of extension shall be limited in these cases to the time limits necessary for rebalancing the financial balance of the PPP contract and preserving the continuity of the public service.</p> <p>The extension shall be subject to an amendment to the initial contract. This amendment shall be submitted to the procedure of authorization, signing and approval set out in this Decree, after advice from the CNP-PPP.</p>
<b>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</b>	No
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Pursuant to article 26 of the PPP Decree, PPP contracts may be subject to amendments aimed at changing:</p> <p>1) The scope of the perimeter of activities of the Operator or his/her contractual obligations.</p>
<b>A change in the risk allocation of the contract.</b>	No
<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>	No
<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>	Yes

<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>Pursuant to article 26 of the PPP Decree, PPP contracts may be subject to amendments aimed at changing: 3) The term of the PPP contract for the following reasons:</p> <ul style="list-style-type: none"> <li>- On the grounds of public interest,</li> <li>- On the grounds of late completion or interruption of the management of services due to the occurrence of unforeseen events outside of the intent of the parties,</li> <li>- When the Operator is forced, for the smooth performance of the service covered by the contract, and upon request by the Contracting Authority, or after its approval, to carry out new work not provided for in the initial contract and likely to change the overall economy of the contract, The length of extension shall be limited in these cases to the time limits necessary for rebalancing the financial balance of the PPP contract and preserving the continuity of the public service. The extension shall be subject to an amendment to the initial contract. This amendment shall be submitted to the procedure of authorization, signing and approval set out in this Decree, after advice from the CNP-PPP.</li> </ul>
<p><b>A change in the agreed price or tariff.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>n/a</p>
<p><b>46.3. Can the procuring authority unilaterally modify a PPP contract?</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>n/a</p>
<p><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></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>n/a</p>
<p><b>Material Adverse government action .</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory/standard</b></p>	<p>n/a</p>

<b>contractual provisions (if any):</b>	
<b>Change in the Law.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to article 23 of the PPP Decree, The State shall guarantee the Operators a stable tax, customs and financial regime over the full term of the PPP contract. Changes to the applicable tax and financial regulation must not lead to changing the economic and financial balance of the PPP contract and the criteria used for determining its financial model, except if the Operator is to benefit from the provisions relating to the contract review.
<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>	Article 30 of the PPP decree provides that: Any dispute between the Contracting Authority and the Operator shall be settled in accordance with the dispute settling mechanisms as agreed by the Parties to the PPP contract.
<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>	Article 30 of the PPP Decree provides that: Any dispute between the Contracting Authority and the Operator shall be settled in accordance with the dispute settling mechanisms as agreed by the Parties to the PPP contract.
<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>	Article 30 of the OHADA Uniform Act on Arbitration dated March 11, 1999: The arbitration judgment is subject to forced execution only by virtue of a decision of exequatur by the competent judge in the State.
<b>International arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Article 30 of the OHADA Uniform Act on Arbitration dated March 11, 1999: The arbitration judgment is subject to forced execution only by virtue of a decision of exequatur by the competent judge in the State. Article 3 of the New York Convention on Recognition and Enforcement of Foreign Arbitral Awards dated June 10, 1958 (in force in Cote d'Ivoire since 1 Feb 1991): Each Contracting State shall recognize arbitral awards as binding and enforce them in accordance with the rules of procedure of the territory where the award is relied upon, under the conditions laid down in the following articles. There shall not be imposed substantially more onerous conditions or higher fees or charges on the recognition or enforcement of arbitral awards to which this Convention applies than are imposed on the recognition or enforcement of domestic arbitral awards.
<b>Investor-State arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Article 54 of the International Center for the Settlement of International Disputes (ICSID) Convention (in force in Cote d'Ivoire since Oct 14, 1966): (1) Each Contracting State shall recognize an award rendered pursuant to this Convention as binding and enforce the pecuniary obligations imposed by that award within its territories as if it were a final judgment of a court in that State. A Contracting State with a federal constitution may enforce such an award in or through its federal courts and may provide that such courts shall treat the award as if it were a final judgment of the courts of a constituent state. (2) A party seeking recognition or enforcement in the territories of a Contracting State shall furnish to a competent court or other authority which such State shall have designated for this purpose a copy of the award certified by the Secretary-General. Each Contracting State shall notify the Secretary-General of the designation of the competent court or other authority for this purpose and of any subsequent change in such designation. (3) Execution of the award shall be governed by the laws concerning the execution of judgments in force in the State in whose territories such execution is sought.
<b>49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of</b>	No

<p>a PPP private partner (SPV) in financial difficulty prior to insolvency?</p>	
<p>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	n/a
<p>50. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?</p>	No
<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</p>	n/a

<b>legal/regulatory/standard contractual provisions (if any):</b>	
<b>Other.</b>	n/a
<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>	Article 28 of the PPP Decree provides: the termination of a PPP contract, be at the initiative of the Contracting Authority or the private operator shall be made in accordance with the procedures in force. Furthermore, the parties have the right to terminate the PPP contract by mutual agreement. The Contracting Parties shall provide for indemnification provisions.
<b>51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 28 of the PPP Decree provides: the termination of a PPP contract, be at the initiative of the Contracting Authority or the private operator shall be made in accordance with the procedures in force. Furthermore, the parties have the right to terminate the PPP contract by mutual agreement. The Contracting Parties shall provide for indemnification provisions.
<b>Unsolicited Proposals</b>	
<b>34. Are unsolicited proposals in Cote d'Ivoire: (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>	Yes
<b>Not regulated by the legal framework, but do happen in practice?</b>	No
<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</b>	Unsolicited proposals are defined in Section 1 of Decree No. 2012-1151 as proposals for the execution of a PPP project without solicitation from the procuring authority. Additionally, Article 19 provides that the procuring authorities are allowed to



<b>provide the relevant legal/regulatory provisions</b>	examine unsolicited proposals as long as such proposals are not related to a project that already had the prequalification procedure announced or came to an end, and as long as such proposal respects the competitive character of the procedure. Finally, unsolicited proposals have to be in compliance with the chart adopted by the CNP-PPP that defines its procedure.
<b>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b>	According to Article 19 of the PPP Decree No. 2012-1151, the unsolicited proposals must be in conformity with a chart adopted by CNP-PPP that must define the modalities of evaluation and operation of such unsolicited proposals
<b>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</b>	No
<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>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority does not evaluate unsolicited</b>	Yes

<b>proposals against existing government priorities.</b>	
<b>Please elaborate and provide examples:</b>	No provision requires unsolicited proposals to be prioritized within other public investment priorities.
<b>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 19 of the PPP Decree No. 2012-1151, the procedure for unsolicited proposals is a procedure of competitive character.
<b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 7 al 5 of the PPP Decree indicates: The calls for tender procedures provided for in the Public Procurement Code apply to the PPP procedure; and Article 63 of the Public Procurement Code provides that (2) The notice of appeal to the competition are required to be published in the Official Bulletin of Public Procurement of the Republic of Ivory Coast on pain of nullity. To this end, the publication deadline for national tenders of at least thirty (30) days. And in case of international tender, the minimum time of publication is forty five (45) days. Also, Article 79 of the Public Procurement Code refers to Articles 63 and 64, and sets a minimum deadline of 45 days for receipt of tenders.
<b>and the time in calendar days:</b>	45
<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