

PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN EGYPT, ARAB REPUBLIC OF

SURVEY QUESTION	ANALYSIS
PPP Regulatory Framework	
2. Does the regulatory framework in your country allow procuring PPPs?	Yes
If yes, please specify the relevant regulatory framework and the year of adoption:	<p>Law no. 67 of 2010 Regulating the Participation of the Private Sector in Infrastructure Projects, Services and Public Utilities (مميظنت نوناق رادصلب 2010 نونسل 67 نوناق) (مإاعل قفارملاو تامدخالو ةيساسألا ةينبل تا عورش م يف صاخل اعاطقلا ةكراشم hereinafter referred to as the “PPP Law” and the PPP Executive Regulations of Law no. 67 of 2010 issued by virtue of Prime Ministerial Decree no. 238 of 2011 (س يئر رارق) اعاطقلا ةكراشم نوناق ل ةيذيفنتلا ةحئاللا رادصلب 2011 نونسل 238 مقر ءارزولا سلجم (مإاعل قفارملاو تامدخالو ةيساسألا ةينبل تا عورش م يف صاخل اعاطقلا) hereinafter referred to as the “PPP Executive Regulations”, are the main legal instruments governing PPPs. This is complemented by the Prime Ministerial Decree no. 1875 of 2010 on the Structure and Competence of the PPP Supreme Committee (ءارزولا سلجم س يئر رارق) (ةكراشملا نوؤشل ايلعل ةنجللا تا صاصتخاو ليكش تب - 2010 نونسل 1875 مقر. According to Article 1 of the PPP Law, PPP contracts as defined by this same article of the PPP Law (partnership contracts with the private sector and related advisory contracts concluded by the Administrative Authorities with the private sector to execute infrastructure projects, services and public utilities as well as in relation to the availability of related services) “will not be subject to the provisions of Law no. 129 for 1947 concerning Concessions of public utilities, and Law no. 61 for 1958 concerning Concessions relating to the investment of natural resources and public utilities, as well as Public Tenders Law no. 89 for 1998 organizing tenders and bids and any specific laws related to granting concessions of public utilities.”</p>
and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	http://www.pppcentralunit.mof.gov.eg/Content/Legislation/Pages/Legislation.aspx
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	No

adopted BEFORE June 1, 2017?	
Please describe:	n/a
2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?	No
Please describe:	n/a
3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.2 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Energy generation and distribution.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a

3.4 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Telecom	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.5 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other	No
If yes, specify and provide the relevant legal/regulatory provisions:	n/a
4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?	No
If yes, please specify and provide the relevant legal/regulatory provision (if any):	n/a
5. Please identify the PPP procuring authorities in Egypt, Arab Republic Of and provide their website(s) (if available):	<p>Pursuant to Article 2 of the PPP Executive Regulations, the Administrative Authority, (As defined in Article 2 of the PPP Law, as, “Ministries and Service and Economic Public Authorities, and any other public judicial persons designated as such by a decree issued by the Prime Minister”), that desires to implement one or more of its projects incorporated in the Social and Economic Development Plan through Public Private Partnerships, shall have to prepare a technical, environmental, social, economic, legal, and financial study under the supervision of the Unit (As defined in the PPP Executive Regulations as, “The Public Private Partnership Central Unit at the Ministry of Finance”) to indicate the feasibility of executing the Partnership project according to the provisions of the Law.http://www.pppcentralunit.mof.gov.eg</p>
6. In addition to the PPP procuring	Yes

authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?	
If yes, please indicate its name, and its website (if available):	The PPP Central Unit under the Minister of Finance (PPP Central Unit), www.pppcentralunit.mof.gov.eg
6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.	Yes
6.2 PPP capacity building for other public authorities.	Yes
6.3 PPP promotion among the public and/or private sectors in national and international forums.	Yes
6.4 Technical support in implementing PPP projects.	Yes
6.5 Identification and selection of PPP projects from the pipeline.	No
6.6 Revision of fiscal risks born by the Government.	No
6.7 Consultation with affected communities on potential impact of PPP projects.	No
6.8 Approval of PPP projects.	Yes
6.9 Undertaking the procurement of PPPs.	No
6.10 Oversight of PPP implementation.	Yes
6.11 Other	No
6.11 please specify:	n/a
Please provide the relevant legal/regulatory provisions:	Article 16 of the PPP Law provides, "The PPP Central Unit shall be competent to provide technical, financial, and legal expertise to the Supreme Committee for PPP Affairs and to the PPP satellite units at the Administrative Authorities. It shall also lay out and follow-up procedures to tender and conclude PPP contracts and their

	<p>execution, and prepare and publish studies, information, and statistics related to PPP projects, both locally and internationally. The PPP Central Unit also shall be competent for the selection of advisers for the tender of PPP projects and contracting with them in accordance with the rules and procedures stated in the Executive Regulations of this Law.”</p> <p>Article 9 of the PPP Executive Regulations provide, “The PPP Central Unit is a unit of special nature directly reporting to the Minister of Finance. The Unit shall undertake its competencies according to the provisions of the Law and this Regulation; and shall directly cooperate with the Administrative Authorities or the PPP satellite units, if any, with the purpose of the conclusion and execution of PPP contracts with the Private Sector.”</p>
PPP Preparation	
8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	No
If yes, please provide the relevant	n/a

legal/regulatory provisions (if any):	
Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 15(2) of the PPP Law provides, “No later than three months from the end of the fiscal year, the Supreme Committee for PPP Affairs shall prepare a report including the results of its activities in respect of infrastructure projects, services and public utilities and the consequential financial implications for the public budget and public debt.”</p> <p>Articles 51-52 of the PPP Executive Regulation also provided reporting schemes as previously detailed through the PPP Unit, which shall present a report on the public sector comparator to the Supreme Committee for approval.</p> <p>In accordance with Article 25 of the PPP Law, the PPP Executive Regulations, in Articles 51-52 provide,</p> <p>“Article (51):</p> <p>A committee shall be formed by a decree from the Competent Authority at the Administrative Authority, mandated to set an estimated value for the project constituted from both financial and technical experts taking into account the following elements:</p> <ol style="list-style-type: none"> 1. The estimated value of the project is to be computed on the basis that the Administrative Authority will be executing the project; 2. The project value has to include its total investment costs plus total operation and maintenance costs over the contract validity period at market prices prevailing at the time of computing the estimated value; 3. The project estimated value does not include financing burdens or inflation rates. <p>The above mentioned committee referred to in the first paragraph of this article shall dispatch to the Unit in a sealed envelope stamped by the Administrative Authority, signed by its members and transaction advisors a report on its works including a statement of the estimated value and principles followed by the committee in setting the estimated value of the project, its investment costs and operational and maintenance costs.</p> <p>The Unit shall review the said report and may ask the committee to provide further explanation, or further discuss its contents, and it may send it back to the committee to consider its recommendations in this regard.</p> <p>Article (52):</p> <p>After reviewing the estimated project value, the Unit shall coordinate with the financial transaction advisor the status of the public sector comparator stated in Article (25) of the Law, considering the following rules:</p> <ol style="list-style-type: none"> a. The financing costs and burdens of the project shall be added according to the suggested financing structure. b. Analyze all risks associated with the project particularly of financial, technical and legal nature, and each estimated and added to the estimated value of the project. c. Price variances from date of preparing the estimated project value until the deadline of bid submission, should be taken into account by applying the inflation rate for this period. d. Adding any further burdens to be borne by the bidder in addition to the above and are important for the project execution. e. Calculation of the tax revenues paid by the project company.

	<p>f. Expected annual inflation rates over the period of the project duration and applicable discount rate in order to reach the net present value of the project.</p> <p>The Unit, after submission of financial and technical bids shall present a report on the public sector comparator to the Supreme Committee for approval. This report shall be placed in sealed envelope, signed and stamped by the Director of the Unit, and shall not be unfolded until the opening of financial envelopes for the technically accepted bids.”</p>
<p>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).</p>	No
<p>Accounting and reporting according to other international standard (e.g. European System of Accounts).</p>	No
<p>Please specify:</p>	n/a
<p>Other.</p>	Yes
<p>Please specify:</p>	Egyptian Accounting Standards (EAS) are applied.
<p>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.)?</p>	Yes
<p>If yes, please specify the relevant authority</p>	The Supreme Committee
<p>and provide the relevant legal/regulatory provisions (if any):</p>	Articles 3, 4, & 14 of the PPP Law regulate the conditions in which the proposed project would be submitted to the Supreme Committee for approval, after recommendations of the other authorities, including the PPP Central Unit.
<p>9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority,</p>	Yes

<p>does any other authority(s) approve the PPP project before signing the PPP contract?</p>	
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Articles 3 & 4 of the PPP Law regulate the conditions in which the proposed project would be submitted to the Supreme Authority for approval, after the recommendations of the other authorities, including the PPP Central Unit. And according to Article 78 of the PPP Executive Regulation, “[the] successful bidder shall be notified by means of a letter of award sent thereto by acknowledged receipt registered mail, after the acknowledgment of the Supreme Committee to the recommendation of the Competent Authority for the selection of the successful bidder and approving concluding the contract.”</p>
<p>10. Does the procuring authority use transaction advisors during the PPP project cycle?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Article 16 of the PPP Law provides that the PPP Central Unit also shall be competent for the selection of advisers for the tender of PPP projects and contracting with them in accordance with the rules and procedures stated in the Executive Regulations of this Law.</p> <p>PPP Executive Regulations provide,</p> <p>Article (12): Selection of the transaction advisors for the projects executed through the PPP shall be subject to principles of disclosure, transparency, equality, free competition, and equal opportunities.</p> <p>Article (13): Contracting with the transaction advisors to undertake the consultation works for one or more projects executed through PPP shall be through general or limited tenders according to the rules and procedures stated in the following articles hereunder. In cases dictated by public interest considerations that do not bear the implementation of general or limited tender procedures, and after the approval of the Minister of Finance, the contract may be awarded through direct order.</p>
<p>11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year</p>	<p>No</p>

<p>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>	Yes
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Article 2 of the PPP Executive Regulations requires that the projects, which the Administrative Authority wishes to execute through public-private partnerships, shall be listed in the Social and Economic Development Plan of that Administrative Authority. Article 15(a) of the PPP Law explicitly requires from the PPP Supreme Committee to set a national policy that determines in advance the planned scope for PPP projects.</p>
<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>	No
<p>If yes, please elaborate:</p>	n/a
<p>The procuring authority does not evaluate PPPs against</p>	No

existing government priorities.	
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?	No
If yes, please specify:	n/a
If no, please elaborate:	Contributors provide that procuring authorities would have discretion as to what project/sector to fall under the PPP program. This will also depend on any funding they may receive which is usually allocated to specific sector/projects.
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 2 of the PPP Executive Regulations provides, "[T]he Administrative Authority that desires to implement one or more of its projects incorporated in the Social and Economic Development Plan through Public Private Partnerships shall have to prepare a technical, environmental, social, economic, legal, and financial study under the supervision of the Unit to indicate the feasibility of executing the Partnership project according to the provisions of the Law."
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Contributors provide that the assessments made by the administrative authority are done in practice with a purpose of determining the feasibility of the project, so that the supreme committee may issue its decision accordingly.
12.2. Affordability assessment, including the identification of	Yes

the required long term public commitments (explicit and implicit, direct and contingent liabilities)	
Relevant legal/regulatory provision (if any)	<p>Article 2 of the PPP Law provides that a financial study under the supervision of the Unit would be conducted to indicate the feasibility of executing the Partnership project. Articles 25 of the PPP Law and 51 of the PPP Executive Regulations regulate the establishment of a Committee that shall set an “estimated value” for the project. Such value shall include the total investment costs and the total operation and maintenance costs throughout the contract period (based on the current market prices at the time of setting the estimated value) and without adding any financing burdens or inflation rates. The Committee then refers the estimated value to the PPP Central Unit to evaluate it in light of the risks related to the project and the price differences from the date of setting the estimated value to the final date of submitting tendering offers. The Guide for Making PPPs Work Successfully in Egypt (PPP Guidelines), produced by the PPP Central Unit at the Ministry of Finance with the assistance of International Capital Partnerships Ltd http://www.pppcentralunit.mof.gov.eg/Content/Toolkit%20and%20Guide/Guide/Pages/GuideEn.aspx, addresses in Section Two of Chapter Three “Value for Money and Affordability.”</p>
Is there a specific methodology for the assessment?	<p>Yes</p>
If yes, please elaborate	<p>PPP Guidelines Chapter Three on “Value for Money and Affordability” provides that the proposed project must also be affordable and further distinguishes affordability from Value for Money (VfM) as:</p> <ul style="list-style-type: none"> o Affordability flows from a limitation of financial resource, the need to prioritise and the political judgment as to what proportion of the available budget can be committed to any single project and resultant services o Affordability requires the matching of resource availability and expenditure over time. Thus a project may be unaffordable as a single one-time capital disbursement, but affordable if the costs, even if they are higher, are defrayed over a longer time period. o Affordability does not imply that a project is offering good VfM, nor is a good VfM project necessarily affordable o Affordability applies to all the costs that the Client will incur as a result of the project, not just the charges made by the PPP Partner. VfM only applies to the price of the service package offered by the PPP Partner.
Is the assessment done in practice?	<p>Yes</p>
Details:	<p>Contributors provide that the assessments made by the administrative authority are done in practice with a purpose of determining the feasibility of the project, so that the supreme committee may issue its decision accordingly.</p>
12.3. Risk identification, allocation and assessment (risk matrix)	<p>Yes</p>
Relevant legal/regulatory provision (if any)	<p>Article 52 (b) of the PPP Executive Regulations mandates that the PPP Central Unit “shall coordinate with the financial transaction advisor the status of the public sector comparator stated in Article (25) of the Law, considering the following rules: [...]b.</p>

	Analyze all risks associated with the project particularly of financial, technical and legal nature, and each estimated and added to the estimated value of the project.”
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Section Two of Chapter One of the PPP Guidelines on the PPP Structure, entitled Making the PPP Choice, highlights the obstacles that may face a PPP approach, risks inherent in the project and how they could be allocated between the parties and implications for the public service as it is presently organised and delivered. Issues to address include: <ul style="list-style-type: none"> o The availability of land and what would be the appropriate basis to make land available o Planning/Zoning considerations. What stage if any has the planning reached and what are the future planning hurdles? o The existence of designs and whether they could be adopted by the Partner o Any special environmental, traffic, heritage or archaeological or other ground constraints o The reaction of stakeholders, the press and the public. o The clear definition of the services to be outsourced and those to be retained and an explanation of how the interfaces are to be defined and managed o If the PPP facility forms part of a larger network of similar facilities, how service interfaces will be addressed o The numbers and grades of staff to be transferred to the PPP Partner on what proposed basis and with what constraints o The likely reaction of the Unions and how they are to be managed o The operational risks the private partner is to assume Section One of Chapter Three of the PPP Guidelines address the fair allocation of project risk and the financial consequence of risk between the public and private sector partners. There were categories of risk that can affect the successful outcome of a project and the most common were highlighted as:- <ul style="list-style-type: none"> - Timing and availability of planning and licensing consent- - Unforeseen ground conditions- - Proper design and engineering- - Cost and time overruns during construction- - Compliance with technical standards- - Demand, usage- - User contributions- - Cost of services during operational phase- - Increase cost due to change of legislation- - Inflation- - Availability and cost of insurance- - Technology change and obsolescence- - Industrial action
Is the assessment done in practice?	Yes
Details:	Contributors provide that the assessments made by the administrative authority are done in practice with a purpose of determining the feasibility of the project, so that the supreme committee may issue its decision accordingly.
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)	Yes
Relevant legal/regulatory provision (if any)	Article 25 of the PPP Law states: “A committee including technical and financial experts shall be formed by a decree issued by the Competent Authority of the Administrative Authority. The committee shall set the basic costs for the project “the estimated value” in case the project was executed through public procurement by the

	<p>Administrative Authority. The committee shall prepare a report about its work that includes the principles followed to estimate such costs and to determine their value. The report shall be placed in a sealed envelope signed by all of the committee members. The PPP Central Unit shall review the basic costs for the project and add to it the financing costs, quantified risks and burdens that would be borne by the Private Sector in order to execute the project. The PPP Central Unit shall submit its report with the new estimate called “the public sector comparator” to the Supreme Committee for PPP Affairs for approval. The public sector comparator shall then be placed in a sealed envelope signed by the head of the PPP Central Unit and shall not be opened until after the financial envelopes for technically accepted bids are opened. The PPP Executive Regulations of this Law shall determine the basis to be followed in setting the estimated value and the public sector comparator”.</p>
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Section Two of Chapter One of the PPP Guidelines covering the PPP Structure with regards to Making the PPP Choice discusses options for investments and why the PPP route is proposed as guidance for the best option. Sections One & Two of the PPP Guidelines, address affordability and aspects of Value for Money (VFM), including the calculation of the Public Sector Comparator and comparable values for PPP procurement and a conventional procurement.
Is the assessment done in practice?	Yes
Details:	Contributors provide that the assessments made by the administrative authority are done in practice with a purpose of determining the feasibility of the project, so that the supreme committee may issue its decision accordingly.
12.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision (if any)	Article 2 of the PPP Law provides that a financial study under the supervision of the Unit would be conducted to indicate the feasibility of executing the Partnership project. Article 2 of the PPP Executive Regulation indicates “The Administrative Authority that desires to implement one or more of its projects incorporated in the Social and Economic Development Plan through Public Private Partnerships shall have to prepare a technical, environmental, social, economic, legal, and financial study under the supervision of the Unit to indicate the feasibility of executing the Partnership project according to the provisions of the Law. This study shall include the rules and conditions that would secure the quality level of production and services, the quality of the executed utility assets and its maintenance, in a manner that secures its sustainability and durability and it shall remain in good condition during the period of execution of the PPP contract and after its expiry”.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a

Is the assessment done in practice?	Yes
Details:	Contributors provide that the assessments made by the administrative authority are done in practice with a purpose of determining the feasibility of the project, so that the supreme committee may issue its decision accordingly.
12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)	Yes
Relevant legal/regulatory provision (if any)	Article 29 of the PPP Executive Regulations states that "If the nature of the project necessitates inviting investors to express their interest, as a prior step prior to pre-qualification procedures, the Administrative Authority shall announce this at least in a widely circulated daily newspaper in both Arabic and English; and if needed, in a foreign newspaper or in a publication abroad; and on the electronic sites of the Administrative Authority, the Unit, and the General Authority for Investment (GAFI), all as set by the Unit" and Article 30 of the PPP Executive Regulations indicates that: "The size of Expression of interest applications shall be studied by the Administrative Authority under the Unit's supervision. Based on the results of this study, the Administrative Authority shall after the approval of the Unit, announce the invitation for pre-qualification for the parties interested to compete for the project's execution."
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Contributors provide that the assessments made by the administrative authority are done in practice with a purpose of determining the feasibility of the project, so that the supreme committee may issue its decision accordingly.
12.7. Environmental impact assessment	Yes
Relevant legal/regulatory provision (if any)	Article 2 of the PPP Executive Regulations provides, The Administrative Authority that desires to implement one or more of its projects incorporated in the Social and Economic Development Plan through Public Private Partnerships shall have to prepare a technical, environmental, social, economic, legal, and financial study under the supervision of the Unit to indicate the feasibility of executing the Partnership project according to the provisions of the Law. This study shall include the rules and conditions that would secure the quality level of production and services, the quality of the executed utility assets and its maintenance, in a manner that secures its sustainability and durability and it shall remain in good condition during the period of execution of the PPP contract and after its expiry.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a

Is the assessment done in practice?	Yes
Details:	Contributors provide that the assessments made by the administrative authority are done in practice with a purpose of determining the feasibility of the project, so that the supreme committee may issue its decision accordingly.
12.8. Consultation process with affected communities on potential impact of the PPP project	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 28 of the PPP Executive Regulations, the Administrative Authority shall, prior to initiating the tendering procedures of the project, prepare- in coordination with the transaction advisors- an information memorandum on the relevant PPP project, within the limits approved by the Supreme Committee, which shall include (among other information) a general description on the project, including its technical and legal aspects. Contributors provide that assessments are identified in such assessments.
and specify which of the assessments are included in the request for proposals and/or tender documents:	Article 28 of the PPP Executive Regulations is broad and requires all assessments to be provided, depending on the nature of the project.
13.1. Are the assessments published online?	No

If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
specify the website	n/a
please specify which of the assessments are published online:	n/a
14. Does the procuring authority include a draft PPP contract in the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 24(d) of the PPP Law states that the tender documents to be prepared by the Administrative Authority in coordination with the PPP Central Unit shall include in particular among other requirements the “Basic heads of terms for the PPP contract in addition to other supplementary agreements while identifying non-negotiable conditions”. This requirement is restated in 43(d) of the PPP Executive Regulations that indicates that the tender documents should include, among other requirements “Without prejudice to the provisions of Article (34) of the Law, the primary heads of terms of the PPP contract, and other complementary agreements, emphasizing non-negotiable conditions”. Article 45 of the PPP Executive Regulations states that: “ (...) The committee which is competent to prepare the project’s tender document shall issue an invitation letter to all qualified investors to submit their bids for the execution of the project, and attach to this letter the final draft of tender document, its price, draft PPP Contract and its annexes, which shall all be submitted to the Competent Authority for authorization, after approval of the Unit.”
If no, please elaborate	n/a
14.1. Are the tender documents published online?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and please specify the website:	n/a
15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?	Yes
If yes, please specify and provide a government-	These are not published by the PPP Central Unit has used the same form of PPP Contract for all PPP Projects in Egypt with the necessary amendments to be applicable to the relevant project being implemented. This is by applying standardized material

supported website where the mentioned standards are available or provide an electronic copy of them:	terms that must be included in any PPP contract. Those are available at: http://www.pppcentralunit.mof.gov.eg/SiteCollectionDocuments/PPPCUSite/General/English%20Booklet.pdf
16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the following requirements? Obtaining the required urban permits: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Article 34 of the PPP Law provides, the PPP contract must include, in particular, the following : c. the responsibility of obtaining authorizations, permits, and approvals.
16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Article 34 of the PPP Law provides, the PPP contract must include, in particular, the following : c. the responsibility of obtaining authorizations, permits, and approvals.
16.3. Obtaining the required operational	No

permits: Procuring authority (or other Government entity)	
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Article 34 of the PPP Law provides, the PPP contract must include, in particular, the following : c. the responsibility of obtaining authorizations, permits, and approvals.
16.4. Obtaining the required land: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Article 34 of the PPP Law provides, the PPP contract must include, in particular, the following : c. the responsibility of obtaining authorizations, permits, and approvals. Contributors provide this applies to obtaining the necessary land as well.
16.5. Obtaining the required right of way: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Article 34 of the PPP Law provides, the PPP contract must include, in particular, the following : c. the responsibility of obtaining authorizations, permits, and approvals.

	Contributors provide this applies to obtaining the required right of way as well.
PPP Procurement	
18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>A committee shall be formed by a decree of the Competent Authority of the Administrative Authority from technical, legal, and financial experts to receive bids and study them technically and financially. The Executive Regulations of this Law shall stipulate the committee’s competencies and its system of work and ranking of accepted technical bids and the identification of bids to be disqualified. Amongst its members, the committee must include a representative from each of the Legal Advice Department of the State Council, the Ministry of Finance, and the PPP Central Unit. The committee may assign to sub-committees formed from amongst its members or other experts chosen by the committee, the study of the technical, financial, and legal aspects of the submitted bids, and the extent of their compliance with declared conditions and specifications, as well as evaluation of bids that are compliant. Such sub-committees shall submit reports setting out the results of their work and recommendations to the committee responsible for receiving bids and studying them, and evaluating the compliant bids, in accordance with the evaluation criteria set out in the tender documents, to ensure the most economically advantageous benefit to the state. Each bid shall be given an evaluation grade according to the method identified in the request for submission of final bids and the tender documents. Based on this grading the technically accepted bids shall be ranked.</p> <p>According to Article 42 of the PPP Executive Regulations, the Competent Authority shall issue a decree forming a committee composed of technical, financial and legal members to be in charge of the preparation of the tender document pertinent to the project, in light of the decision taken by the Supreme Committee and the Cabinet, as the case may be, provided that the PPP Central Unit is represented in this Committee by one or more members.</p>
The bid evaluation committee members require sufficient qualification without specific details.	No

If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The bid evaluation committee members are not required to have any specific qualifications.	No
Please elaborate and provide examples:	n/a
19. Does the procuring authority issue a public procurement notice of the PPP project?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	<p>Article 26 of the PPP Executive Regulation: “The Administrative Authority may not publish any advertisement for expression of interest; call for pre-qualification; prepare information memorandum, qualification documents, or tender documents; or call for submission of bids for award and contracting, except after the approval of the Unit. The Administrative Authority shall comply with the recommendations of the Unit. The convention of any of the committees stipulated in the Law and this Regulation shall only be valid in the presence of one or more representative of the Unit.” The public procurement notice is thus issued, provided a PPP Unit approval is ensured. Article 29 of the PPP Executive Regulations : “If the nature of the project necessitates inviting investors to express their interest, as a prior step prior to pre-qualification procedures, the Administrative Authority shall announce this at least in a widely circulated daily newspaper in both Arabic and English; and if needed, in a foreign newspaper or in a publication abroad; and on the electronic sites of the Administrative Authority, the Unit, and the General Authority for Investment (GAFI), all as set by the Unit.” Article 32 of the PPP Executive Regulation: “The Administrative Authority shall, immediately after the Unit’s approval of the information memorandum, the qualification document, and the draft of the invitation for qualification announcement, advertise the invitation for pre-qualification at least in a widely circulated daily newspaper in both Arabic and English; a foreign newspaper or in a publication abroad; and on the electronic sites of the Administrative Authority, the Unit, and the General Authority for Investment (GAFI). The advertisement shall include a brief statement about the nature, duration, postal address, and e-mail of the project, and the deadline for receipt of qualification applications. The Administrative Authority shall upon receipt of any requests for qualification documents deliver a free copy of the information memorandum and the qualification documents to the qualification applicant or whoever represents it; or send an electronic copy to its e-mail.”</p>
19.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	www.pppcentralunit.mof.gov.eg
20. Are foreign companies prohibited	No

from participating in the bidding process?	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to article 43 of the PPP Executive Regulations, and Article 19 of the PPP Law, the project tender document shall entail all deadlines that have to be observed and met in a bid. While no specific number of days has been explicitly provided as a minimum, contributors point out that in practice, 120 days are granted.
and the time in calendar days:	n/a
22.1. In a case comparable to the case study assumptions, which are the procurement procedures available and/or set as default for PPP projects? Open tendering: Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	Article 19 of the PPP Law provides, "The Investor selection is subject to the principles of publicity, transparency, free competition, equal opportunity and fairness, in accordance with the rules and procedures stipulated in this Law and its Executive Regulations. All published advertisements for bids and preparation for PPP competitions shall be undertaken in coordination with the PPP Central Unit in the manner prescribed by the Executive Regulations." Open tendering in this context and by confirmations from contributors remains an available method of procuring PPP projects.
22.2. Restricted tendering (with pre-qualification stage): Available	No
Default	Yes
Relevant legal/regulatory provision (if any)	Article 32 of the PPP Executive Regulations provides, "The Administrative Authority shall, immediately after the Unit's approval of the information memorandum, the qualification document, and the draft of the invitation for qualification announcement,

	advertise the invitation for pre-qualification...” Article 33 the same Regulations provides, “The investors interested in competing for project execution shall apply for the pre-qualification stage as individual investor or in the form of a consortium of more than one investor.”
22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	Article 22 of the PPP Law: “Upon the approval of the PPP Central Unit, the Administrative Authority may decide that the submission of technical and financial bids shall be made on two stages. In the first stage, a non-binding offer comprising of the broad outlines of the technical and financial bid shall be submitted, followed by a competitive dialogue phase according to Article (23) of the PPP Law. In the second stage, the final bids shall be submitted, based upon which the final evaluation shall be rendered.” The same meaning is also restated under Article 63 of the Executive Regulations.
22.4. Competitive dialogue: Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	Article 23 of the PPP Law provides that the administrative authority with the ppp central unit may hold a competitive dialogue with the qualified investors who submitted their non-binding offers. Article 63 of the PPP Executive Regulations provides, “the Competent Authority pursuant to the approval of the Unit, and subsequent to the approval of the Supreme Committee, is entitled to tender the project on two phases, and conduct as phase one, a competitive dialogue with the purpose of obtaining the necessary clarifications on the elements of technical and financial offers in this phase. As phase two, final bids are to be submitted “.
22.5. Direct negotiation with more than one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.6. Direct negotiation with only one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.7 Other. Specify:	No
Available	No
Default	No

Relevant legal/regulatory provision (if any)	n/a
22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 24 of the PPP Law states, “The administrative authority, in coordination with the PPP Central Unit, shall prepare the tender documents related to the project. The tender documents shall include, in particular, the following: a) General information relating to the project required for the preparation and submission of bids, ...f) Documents, forms and dates that should be considered and fulfilled in the bid...” Article 43 of the PPP Executive Regulations further reiterates the language of Article 24 of the PPP Law in terms of the components of the tender documents.
If no, please elaborate:	n/a
22.9. Do the tender documents specify the prequalification/short listing criteria (when applicable) in order to make them available to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 31 of the PPP Executive Regulations states “The prequalification committee composed by the competent authority at the administrative authority in accordance with Article 20 of the PPP Law shall carry out the following: a) Preparation of the pre-qualification document, setting of the relevant criteria, and listing of the required documents...”
22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	As a general rule, the PPP Tender process shall be carried out in applying transparency and equality. In most of the PPP projects which were tendered in Egypt, the PPP Central Unit has adopted a scoring system which was implemented equally to all bidders.
If no, please elaborate:	n/a
23. Can interested parties/potential bidders submit questions to clarify the public procurement notice	Yes

and/or the request for proposals?	
If yes, please provide the relevant legal/regulatory provisions (if any):	According to article 21 of the PPP Law, the Administrative Authority in coordination, with the PPP Central Unit, may invite qualified investors for private preliminary meetings to discuss issues related to the projects specification and initial preliminary conditions. Furthermore the enquiries and replies shall be made public to all qualified investors. In addition, Article 49 of the PPP Executive Regulations provides that the Administrative Authority jointly with the PPP Unit may set a date in the tender procedure in which investors are allowed to send their inquiries and receive replies thereto. All the inquiries and its responses shall be made available to all qualified investors.
23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to article 21 of the PPP Law, the Administrative Authority in coordination, with the PPP Central Unit, may invite qualified investors for private preliminary meetings to discuss issues related to the projects specification and initial preliminary conditions. Furthermore the enquiries and replies shall be made public to all qualified investors. In addition, Article 49 of the PPP Executive Regulations provides that the Administrative Authority jointly with the PPP Unit may set a date in the tender procedure in which investors are allowed to send their inquiries and receive replies thereto. All the inquiries and its responses shall be made available to all qualified investors.
23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	Yes
If yes, please specify:	In most PPP Projects which were tendered in Egypt, the PPP Central Unit held Q&A sessions with all bidders and in some cases, it allowed for one on one meeting to discuss the project and bidders information in details. Usually the one on one meetings are held in an advanced stage after the pre-qualification is made.
If no, please elaborate:	n/a
24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?	Yes

If yes, please specify and provide the relevant legal/regulatory provisions (if any):	According to Article 50 of the Executive Regulations, the Administrative Authority may hold a pre-bidding clarification conference with qualified investors, which contributors confirmed.
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?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	Yes
If yes, please specify:	Contributors confirm that such disclosure is consistently conducted in practice.
If no, please elaborate:	n/a
25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
If no, please elaborate:	n/a
26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation	Yes

criteria stated in the tender documents?	
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 72 of the PPP Executive Regulations states, “[T]he committee for receipt and study of bids is requested to ensure the compatibility between the submitted technical offers with the specifications and requirements outlined in the tender document and shall be in charge evaluating bids according to the parameters stated in the tender document.”
Evaluation criteria is not set in the tender documents	No
27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.	Yes
Please specify and provide the relevant legal/regulatory provisions (if any):	Article 81 of the PPP Executive Regulations provide, “[A] single bid may be accepted by a decision from the Competent Authority based on the recommendation of the committee for receipt and study of bids, after the approval of the Supreme Committee, if the following conditions were met:a. Public interest does not allow for re-tendering procedures, or that repeating it shall be futile.b. In a single bid case, it is accepted technically and is in accordance with the specifications and conditions. It is also permissible, after the consent of the Supreme Committee, to accept the lowest bid whose value exceeds that of the public sector comparator with no more than 20% (twenty percent) from the value of said comparator, and when public interest so necessitates.”
The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.	No
Please provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority does not award a PPP contract	No

if only one proposal is submitted.	
Please provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework does not include any provisions.	No
28. Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	No regulatory basis
28.1. If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	The PPP Central Unit http://www.pppcentralunit.mof.gov.eg/Content/Home/Pages/Home_en.aspx and the Tender Authority's website.
29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
If no, please elaborate:	n/a
29.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a

30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?	<p>No</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
and the time in calendar days:	<p>n/a</p>
30.1. Is the standstill period set out in the notice of intention to award?	<p>n/a</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
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?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 31 of the PPP Law states, "Negotiations with the successful bidder may take place regarding some clarifications and details pertaining to the technical and financial terms. Such negotiations shall not impact any contractual conditions stipulated in the invitation to bid as non-negotiable conditions, or conditions in respect of which no reservations were raised by the bidder in its submitted bid. No amendments may be made in the technical and financial terms resulting in the reduction of terms included in the bid and based upon which the bid has been evaluated."</p>
31.1. Based on your experience, is it always the case that this restriction is respected in practice?	<p>Yes</p>
If yes, please specify:	<p>Contributors have not pointed out noticeable instances where such restrictions have been violated.</p>
If no, please elaborate:	<p>n/a</p>

32. Does the procuring authority publish the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP contract including all its annexes and appendixes	n/a
Publication of the full PPP contract without including all its annexes and appendixes	n/a
Publication of a summary of the PPP contract without publishing the full PPP contract	n/a
Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes	n/a
Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes	n/a
32.2. If yes, is it published online?	n/a
If yes, please specify the website:	n/a
32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?	n/a

If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
PPP Contract Management	
41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 5 of the PPP Law states, “The contracting administrative authority along with the other authorities concerned with the regulation and monitoring of the utilities and the services subject of the PPP contract, shall monitor the project company during the construction and commissioning of the project, and provision of the products and services subject of the PPP contract, and shall ensure the fulfillment of quality standards provided by the law; and may, in this regard, appoint representatives on its behalf to monitor execution in accordance with the conditions and provisions stipulated under the PPP contract and without prejudice to the monitoring criteria and rules set out by law. If the PPP contract assigns the operation or utilization of the project to the project company, the administrative authority, in agreement with the project company, and under the supervision of the concerned authorities regulating and monitoring the utilities and services subject of the PPP contract, shall form a committee to ensure that the product or services rendered are in compliance with the required standards, and to submit periodic reports. The PPP Executive Regulations of this Law shall determine the committee’s rules of work and the reports to be submitted thereby. In the case mentioned in the preceding paragraph, the project company must provide the committee with all required documents, information, or data necessary for the committee to undertake its mandate and shall allow the committee to visit and inspect the sites at any time, in accordance with the provisions of the PPP Executive Regulations of this Law.”</p>
41.1. If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team	Yes
Relevant legal/regulatory provisions (if any):	<p>Article 5 of the PPP Law provides, “If the PPP contract assigns the operation or utilization of the project to the project company, the administrative authority, in agreement with the project company, and under the supervision of the concerned authorities regulating and monitoring the utilities and services subject of the PPP contract, shall form a committee to ensure that the product or services rendered are in compliance with the required standards, and to submit periodic reports.”</p>

Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa	No
Relevant legal/regulatory provisions (if any):	n/a
Elaboration of a PPP implementation manual or an equivalent document	No
Relevant legal/regulatory provisions (if any):	n/a
Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)	No
Relevant legal/regulatory provisions (if any):	n/a
Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)	No
Relevant legal/regulatory provisions (if any):	n/a
41.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please select only one): The membership of the PPP contract management team is specified and/or its	Yes

members are required to meet detailed qualifications.	
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	Article (6) of the PPP Executive Regulations provides, “ Should the PPP contract include the entitlement of Operation or Utilization to the Project Company, the Administrative Authority shall thereupon form the committee stipulated in Article (5) of the Law to ensure that the product or the service is in compliance with the required level. The said committee shall be chaired by an employee from the Administrative Authority, at least with the level of a head of a central department; and membership of a number of its employees, one or more representative of the Administrative Authority, the Project Company, and the regulatory agency or agencies that shall regulate and control the utility and services, subject of the contract.”
The PPP contract management team members are required to meet sufficient qualification without specific details.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are not required to meet any specific qualifications.	No
Please elaborate and provide examples:	n/a
42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 5 of the PPP Law would also apply, mentioning, “the contracting Administrative Authority along with other concerned authorities regulating and monitoring the utilities and the services subject of the PPP contract, shall follow up on the Project Company during the construction and equipping of the project, and provision of the products and services subject of the PPP contract, and shall ensure the fulfillment of quality levels determined by the law; and may, in this regard, designate representatives on its behalf to monitor execution in accordance with the terms and provisions stipulated in the PPP contract and without prejudice to the criteria and monitoring bases set out by law.”
42.1. If yes, is the PPP contract construction	No

performance information made available to the public?	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
42.2. If yes, is the PPP contract construction performance information made publicly available online?	n/a
If yes, please specify the website:	n/a
43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 5 of the PPP Law provides, “The contracting Administrative Authority along with other concerned authorities regulating and monitoring the utilities and the services subject of the PPP contract, shall follow up on the Project Company during the construction and equipping of the project, and provision of the products and services subject of the PPP contract, and shall ensure the fulfillment of quality levels determined by the law; and may, in this regard, designate representatives on its behalf to monitor execution in accordance with the terms and provisions stipulated in the PPP contract and without prejudice to the criteria and monitoring bases set out by law.</p> <p>If the PPP contract assigns the operation or utilization of the project to the project company, the administrative authority, in agreement with the project company, and under the supervision of the concerned authorities regulating and monitoring the utilities and services subject of the PPP contract, shall form a committee to ensure that the product or services rendered are in compliance with the required standards, and to submit periodic reports.”</p> <p>This Article shall embody the post-construction implementation stage.</p>
43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed against evaluation criteria set in the tender documents and the PPP contract	No

Relevant legal/regulatory provisions (if any)	n/a
The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract	No
Relevant legal/regulatory provisions (if any)	n/a
The private partner must provide the procuring or contract management authority with periodic operational and financial data	Yes
Relevant legal/regulatory provisions (if any)	In accordance with Article 13 of the PPP Law, the Project Company shall submit to the contracting Administrative Authority periodic reports on the construction, equipping, rehabilitation, maintenance, operation, and utilization works executed by the Project Company in accordance with the PPP contract.
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	Yes
Relevant legal/regulatory provisions (if any)	No regulatory basis
The PPP contract performance information must be available to the public	No
Relevant legal/regulatory provisions (if any)	n/a
43.2. Is PPP contract performance information made publicly available online?	No
If yes, please specify the website:	n/a
44. Are foreign companies prohibited from repatriating the	No

income resulting from the operation of a PPP project?	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 36 of the PPP Law states, “The project company may not be dissolved, its legal structure may not be changed, its capital may not be reduced without the prior approval of the competent authority of the contracting administrative authority. The statutes of the project company shall include a prohibition on the transfer of its shares prior to the date of completion of the construction, commissioning or development works, and the transfer of shares owned by the majority of the shareholders of the project company after such date, unless a prior written approval is granted by the competent authority of the administrative authority. In all cases, shares of the project company shall not be pledged except for the purposes of financing or refinancing the PPP project. Any procedure or action that is contrary to the provisions of this article shall be null and void.”</p>
45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first five years of operation).	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 36 of the PPP Law states “The project company may not be dissolved, its legal structure may not be changed, its capital may not be reduced without the prior approval of the competent authority of the contracting administrative authority. The statutes of the project company shall include a prohibition on the transfer of its shares prior to the date of completion of the construction, commissioning or development works, and the transfer of shares owned by the majority of the shareholders of the project company after such date, unless a prior written approval is granted by the competent authority of the administrative authority. In all cases, shares of the project company shall not be pledged except for the purposes of financing or refinancing the</p>

	PPP project. Any procedure or action that is contrary to the provisions of this article shall be null and void.”
Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
In other cases, flexibility to change the ownership structure and/or assign the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 7 of the PPP Law provides that the Administrative Authority is entitled to amend the conditions of construction, equipment, rehabilitation and other works as well as the services availability payment agreed upon under the PPP contract. If the PPP contract includes the entitlement of the Project Company to operate or utilize the project, and if required for the public interest, the Administrative Authority has the right to amend the rules of operation or utilization including the sale prices of products or services. These modifications will only take place within the scope agreed upon in the PPP contract and after the approval of the Supreme Committee for Public Private Partnership Affairs, and without prejudice to the right of the Project Company, or the Administrative Authority (as the case may be), for compensation in accordance with the conditions and rules stipulated in the PPP contract. If the sale price of the product or the services provision payment is amended, such amendment shall not have retroactive effect. Article 8 also sanctions the principle of amendment. The minimum requirements in a PPP contract as provided in Article 34 of the PPP Law include, “g. regulating the right of the Administrative Authority to amend the

	<p>conditions of the project’s construction, equipment, maintenance, operation, and utilization and other obligations of the Project Company, in addition to the basis and mechanisms of compensation for such amendments.” Additionally, Article 37 of the PPP Law provides, “Without prejudice to Articles 7 and 8 of this Law, any articles of the PPP contract or its supplementary agreements shall not be amended unless approved by its parties. If the obligations of the contracting Administrative Authority are related to financial obligations of any other Administrative Authority, such amendment shall not be effective unless there is a prior written approval from such authority. The Project Company shall not waiver the PPP contract or any of its rights or obligations there under except for the purpose of financing and after a prior written approval from the Competent Authority of the contracting Administrative Authority. Any agreements inconsistent with the provisions of this article shall be deemed to be null and void.</p>
<p>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Article 7 of the PPP Law provides that the Administrative Authority is entitled to amend the conditions of construction, equipment, rehabilitation and other works as well as the services availability payment agreed upon under the PPP contract. If the PPP contract includes the entitlement of the Project Company to operate or utilize the project, and if required for the public interest, the Administrative Authority has the right to amend the rules of operation or utilization including the sale prices of products or services. These modifications will only take place within the scope agreed upon in the PPP contract and after the approval of the Supreme Committee for Public Private Partnership Affairs, and without prejudice to the right of the Project Company, or the Administrative Authority (as the case may be), for compensation in accordance with the conditions and rules stipulated in the PPP contract...”</p>
<p>46.2. If yes to question 46, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>A change in the risk allocation of the contract.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>

standard contractual provisions (if any):	
A change in the financial and/or economic balance of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 7 of the PPP Law provides, “The Administrative Authority is entitled to amend the conditions of construction, equipment, rehabilitation and other works as well as the services availability payment agreed upon under the PPP contract. If the PPP contract includes the entitlement of the Project Company to operate or utilize the project, and if required for the public interest, the Administrative Authority has the right to amend the rules of operation or utilization including the sale prices of products or services. These modifications will only take place within the scope agreed upon in the PPP contract and after the approval of the Supreme Committee for Public Private Partnership Affairs, and without prejudice to the right of the Project Company, or the Administrative Authority (as the case may be), for compensation in accordance with the conditions and rules stipulated in the PPP contract.”</p> <p>Moreover, Article 34 (e) of the PPP Law provides that the PPP contract shall include, among other information, the product sale price or the service availability payment on which the project is based, and the rules for its determination and amendment, either by an increase or decrease, as well as the method of adjusting it for inflation indexes and changes in interest rates, if required.”</p>
A change in the duration of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the agreed price or tariff.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 7 of the PPP Law provides, “The Administrative Authority is entitled to amend the conditions of construction, equipment, rehabilitation and other works as well as the services availability payment agreed upon under the PPP contract. If the PPP contract includes the entitlement of the Project Company to operate or utilize the project, and if required for the public interest, the Administrative Authority has the right to amend the rules of operation or utilization including the sale prices of products or services. These modifications will only take place within the scope agreed upon in the PPP contract and after the approval of the Supreme Committee for Public Private Partnership Affairs, and without prejudice to the right of the Project Company, or the Administrative Authority (as the case may be), for compensation in accordance with the conditions and rules stipulated in the PPP contract.”</p> <p>Moreover, Article 34 (e) of the PPP Law provides that the PPP contract shall include, among other information, the product sale price or the service availability payment on which the project is based, and the rules for its determination and amendment, either by an increase or decrease, as well as the method of adjusting it for inflation indexes and changes in interest rates, if required.”</p>
46.3. Can the procuring authority	No

unilaterally modify a PPP contract?	
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Article 8 of the PPP Law, "In case of the occurrence of unforeseen circumstances after execution of the PPP contract, including amendments to laws or regulations that were enforceable at the time of execution of the PPP contract, it may be agreed to amend the PPP contract in accordance with the conditions and rules stipulated in the PPP contract. " According to Article 34 (i) of the same Law, the PPP Contract must include provisions addressing the determination of the basis of risk allocation in respect of sudden accidents, force majeure, or discovery of antiquities, inter alia, as the case may be, and the resultant compensation.
Material Adverse government action .	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	No regulatory basis
Change in the Law.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Article 8 of the PPP Law, "In case of the occurrence of unforeseen circumstances after execution of the PPP contract, including amendments to laws or regulations that were enforceable at the time of execution of the PPP contract, it may be agreed to amend the PPP contract in accordance with the conditions and rules stipulated in the PPP contract. " According to Article 34 (i) of the same Law, the PPP Contract must include provisions addressing the determination of the basis of risk allocation in respect of sudden accidents, force majeure, or discovery of antiquities, inter alia, as the case may be, and the resultant compensation.
Refinancing.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	No regulatory basis

Subcontracting and replacement of the subcontractors.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
48. Does the regulatory framework (including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the implementation of PPP contracts?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 35 of the PPP Law states: The PPP contract shall be subject to the provisions of the Egyptian Law. Any contrary agreement shall be deemed to be null and void. After the approval of the Supreme Committee for PPP Affairs, it may be agreed to resolve disputes resulting from the PPP contract through arbitration, or any other non judicial means of dispute resolution according to what was stipulated in the PPP contract.
48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body	No
If yes, please specify:	n/a
Local courts	Yes
Domestic arbitration	Yes
International arbitration	Yes
Investor-State Dispute Settlement (ISDS)	Yes
Mediation	Yes
Please provide the relevant legal/regulatory/standard contractual provisions (if any)	Article 35 of the PPP Law states: The PPP contract shall be subject to the provisions of the Egyptian Law. Any contrary agreement shall be deemed to be null and void. After the approval of the Supreme Committee for PPP Affairs, it may be agreed to resolve disputes resulting from the PPP contract through arbitration, or any other non judicial means of dispute resolution according to what was stipulated in the PPP contract. All options of complaint mechanisms in relation to implementation of the PPP contract are thus available.
48.2. If applicable, are arbitration awards	Yes

enforceable by the local courts?: Domestic Arbitration	
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	<p>According to Article 55 of the Egyptian Arbitration Law (Law No. 27/1994 Promulgating the Law Concerning Arbitration in Civil and Commercial Matters), arbitral awards rendered in accordance with the provisions of the present law have the authority of res-judicata and shall be enforceable in conformity with the provisions of this law .</p> <p>Article 56 of the same law :</p> <p>Jurisdiction to issue an enforcement order of arbitral awards lies with the president of the court referred to in Article 9 of this Law or with the member of said court who has been mandated for this purpose by delegation from said president. The application for enforcement of the arbitral award shall be accompanied by the following:</p> <ol style="list-style-type: none"> 1. The original award or a signed copy thereof. 2. A copy of the arbitration agreement. 3. An Arabic translation of the award, certified by a competent organism, in case the award was not made in Arabic. 4. A copy of the procès-verbal attesting the deposit of the award pursuant to Article 47 of this Law.
International arbitration	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	<p>The Arab Republic of Egypt is a signatory to the New York Convention for the Enforcement of Arbitral Awards. Moreover, pursuant to the Arbitration Law No. 27 of 1994 as previously displayed, international arbitration awards are enforceable in the Arab Republic of Egypt. Hence, Egyptian courts would recognize and uphold the submission by the parties to the Guarantee to arbitration.</p>
Investor-State arbitration	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	<p>The Arab Republic of Egypt is a signatory to the New York Convention for the Enforcement of Arbitral Awards. Additionally, it has signed the ICSID Convention, which allows such enforcement in the context of investor-state arbitrations.</p>
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?	<p>No</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>Yes</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 38 of the PPP Law states “The contracting administrative authority shall be entitled to conclude direct agreements with the project’s financing institutions and the project company, to regulate the method of payment of the financial obligations of the administrative authority to the project company and the financing institutions. Such agreements may include a provision whereby the Ministry of Finance guarantees the administrative authority in the fulfillment of its contractual financial obligations. Such agreements shall include a provision regulating the right of the financing institution to step in and assume the role of the project company in executing the provisions of the PPP contract, or to appoint a new investor after the approval of the competent authority, in case the project company defaults in either performing its material obligations, or meeting the quality levels established by law or in the PPP contract, in a manner that entitles the competent authority to terminate the PPP contract.”</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>No</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>Yes</p>
If yes, please specify and provide the relevant	<p>Article 38 of the PPP Law states “The contracting administrative authority shall be entitled to conclude direct agreements with the project’s financing institutions and the project company, to regulate the method of payment of the financial obligations of</p>

legal/regulatory/standard contractual provisions (if any):	<p>the administrative authority to the project company and the financing institutions. Such agreements may include a provision whereby the Ministry of Finance guarantees the administrative authority in the fulfillment of its contractual financial obligations. Such agreements shall include a provision regulating the right of the financing institution to step in and assume the role of the project company in executing the provisions of the PPP contract, or to appoint a new investor after the approval of the competent authority, in case the project company defaults in either performing its material obligations, or meeting the quality levels established by law or in the PPP contract, in a manner that entitles the competent authority to terminate the PPP contract.”</p>
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	<p>No</p>
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>n/a</p>
Other.	<p>No</p>
Please Specify:	<p>n/a</p>
51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?	<p>Yes</p>
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 34 of the PPP Law provides that the PPP contract must include: “j. PPP contract duration, cases of early or partial termination, and the rights of the related parties; k. cases where the Administrative Authority has the right to unilaterally terminate the PPP contract, as well as the financial obligations resulting from the use of such right; l. regulation of handing over the project at the expiry of the PPP contract duration, or in case of unilateral, early or partial termination of the PPP contract.”</p>
51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?	<p>Yes</p>
If yes, please specify and provide the relevant	<p>Article 34 of the PPP Law provides that the PPP contract must include: “j. PPP contract duration, cases of early or partial termination, and the rights of the related parties;</p>

legal/regulatory/standard contractual provisions (if any):	k. cases where the Administrative Authority has the right to unilaterally terminate the PPP contract, as well as the financial obligations resulting from the use of such right; l. regulation of handing over the project at the expiry of the PPP contract duration, or in case of unilateral, early or partial termination of the PPP contract.”
Unsolicited Proposals	
34. Are unsolicited proposals in Egypt, Arab Republic Of: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)	No
Explicitly allowed by the legal framework?	No
Not regulated by the legal framework, but do happen in practice?	No
Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)	Yes
If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions	n/a
35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)	n/a
If yes, please specify and provide the relevant legal/regulatory provisions (if any)	n/a
35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	n/a

<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>n/a</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>n/a</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</p>	<p>n/a</p>
<p>Please elaborate and provide examples:</p>	<p>n/a</p>
<p>37. Does the procuring authority initiate a competitive PPP procurement procedure when</p>	<p>n/a</p>

proceeding with the unsolicited proposal?	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.	n/a
39.2 Developer's fee (reimbursing the original proponent for the project development cost).	n/a
39.3 Bid Bonus.	n/a
39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).	n/a
39.5 Other.	n/a
Please specify:	n/a



Please provide the relevant legal/regulatory provisions (if any):

n/a