

## PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN MALI

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 Mali is governed by Law no 2016-061 of December 30th 2016 related to Public private partnerships, (hereinafter the “PPP Law”) detailed by Decree no 2017-0057/P-RM of February 09th, 2017 (hereinafter the “PPP Decree”). Decree no 2017-0050/PM-RM of February 9th 2017 creates a PPP Unit. Article 30 of the PPP Decree, repeals provisions related to public service delegations included in Decree n°2015-0604/P-RM of September 25th 2015 created a Code for public procurement and public service delegations. As a consequence, only the PPP Law and PPP Decree are applicable to PPPs, excluding the public procurement regulations.</p> <p>PPPs include among others concessions, work concessions, service concessions, concessions of general interest without a public service and service concession with a public service and partnership with public payment (article 2 of the PPP Law).</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>	<p><a href="http://www.marchespublics-uemoa.net/index.php?option=com_rapports&amp;task=edit&amp;Itemid=97&amp;parentID=4">http://www.marchespublics-uemoa.net/index.php?option=com_rapports&amp;task=edit&amp;Itemid=97&amp;parentID=4</a></p>
<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>	Yes
<b>Please describe:</b>	Law no 2016-061 of December 30th 2016 related to Public private partnerships, detailed by Decree no 2017-0057/PRM of February 09th, 2017. Decree no 2017-0050/PM-RM of February 9th 2017 creates a PPP Unit.
<b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b>	No
<b>Please describe:</b>	n/a
<b>3.1 Besides national defense and other matters of national security, does the regulatory framework</b>	No

explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.	
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	No

<b>incentives, special tax depreciation treatment, etc.)?</b>	
<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 Mali and provide their website(s) (if available):</b>	Pursuant to Article 2 of the PPP Law, the procuring entities are the State, autonomous regions and their public institutions, whether they are of administrative character or of industrial and commercial character; establishments of public and private law; associations formed by one or several contracting authorities; public enterprises exercising operators' activity of networks; representatives of the contracting authorities acting on their behalf and for their account.
<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>	A PPP Unit is provided for by article 6 of the PPP Unit as the national expert entity. Decree no 2017-0050/PM-RM created that Unit within the Prime Ministry.
<b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b>	No
<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>	No
<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>	Article 2 of the Decree no 2017-0050/PM-RM indicates the PPP Unit missions: To supply an assistance and an expertise to the contracting authorities in the identification of the Projects susceptible to be developed in PPP; to validate the preliminary evaluations of the Projects prepared by the contracting authorities; to support the contracting authorities in the preparation of the documents of call for the competition; to assist the contracting authorities with all the stages of the procedure of signing of the public-private partnership agreements; to express his opinion on draft contracts before the court referral of the authorities of approval; to participate in follow-up-evaluation of the execution of the Projects of private public partnership.
<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>	Article 11 of the PPP Law requires the Ministry of Finance to give its approval regarding the budget sustainability of the project. Article 4 of the PPP Decree furthermore requires this approval to be given within 6 weeks of the initial transmission of the evaluation. The absence of answer is considered as a non-approval.
<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>	Article 22 of the PPP Law requires the Ministry of Economy to approve State PPP contracts before their signature.
<b>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of Budgeting for PPP projects.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Articles 16 and 17 of Law no 2013-028 of July 11th 2013 are related to Finance Laws and to the budgeting of PPP contracts. Article 4.3 of the PPP Law furthermore indicates that the Ministry of Finance is in charge of controlling the budget.  Article 16 : Credits opened by the finance laws constituted of: - credits of payment for the expenses of staff, acquisitions of goods and services and expenses of transfer; - authorizations of commitment and credits of payment, for investment expenditure and public private partnership agreements. Article 17: the authorizations of commitment are the superior limit of the

	<p>expenses which can be legally engaged during the exercise for the realization of investments included in the Law of finance. [...] For PPP contracts, authorizations of commitment cover, from the year when contracts are concluded, all of the legal commitment.</p> <p>Article 42: the accounts of guarantees and approvals draw the commitments of the State resulting from financial guarantees granted by it to an entity, including guarantees granted by the State for the public private partnership agreements of article 17 of this Law.</p>
<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>	<p>The preliminary evaluation must be passed on for opinion to:</p> <p>(i) The PPP Unit which expresses an opinion on the analysis of the economic,</p>

	<p>social and environmental aspects and on the mode of realization of the project. For projects in a regulated sectorial domain, this opinion takes into account the opinion of the authority of concerned sectorial regulation.</p> <p>(ii) The authority of concerned sectorial regulation, if the technical specifications of the preliminary evaluation concern a project in a regulated sectorial domain. This opinion is passed on to the PPP Unit.</p> <p>Furthermore, before launching the procurement proceedings, an approval is required from either the Prime Ministry, the deliberative body of the regional organization or the decisional body - depending on the procuring authority being the State, a regional organization or other.</p> <p>That approval shall be given within 6 weeks of the initial transmission of the evaluation. The absence of an answer is considered as a non-approval.</p>
<p><b>and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Articles 11 and 12 of the PPP Law, Article 4. III. of the PPP Decree.</p>
<p><b>9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before signing the PPP contract?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Pursuant to Article 22 II and III of the PPP Law, an approval of the contract is required before signing from either the deliberative body of the regional organization and their supervisory authority for contracts made by regional authorities, or the decisional body for other procuring authorities, based on the PPP Unit's opinion.</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>Article 5 of the Decree related to the PPP Unit allows the PPP Unit to use specialists.</p> <p>Article 6 of the PPP Decree furthermore makes a provision for including experts as members in the selection committee.</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</b></p>	<p>Yes</p>

<p><b>inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</b></p>	
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Article 7 of the PPP Law indicates: I- Contracting authorities identify projects susceptible to be developed as Public Private Partnerships. This procedure of identification requires the realization of a study defining the needs and a technical, legal, economic and environmental preliminary study. The identified projects are registered in the program of investments of the contracting authorities.</p> <p>II. Programs of investments are published through electronic means by the contracting authorities.</p> <p>For the State, the process of identification of the projects is realized in association with the Ministry in charge of the Plan, the Ministry of Finance, the Ministry in charge of Investments and the PPP Unit.</p> <p>Pursuant to Article 8.2 of the PPP Law, can only be realized as PPPs the projects included in the investment program.</p>
<p><b>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</b></p>	<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 regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</b></p>	<p>No</p>
<p><b>If yes, please elaborate:</b></p>	<p>n/a</p>
<p><b>The procuring authority does not evaluate PPPs against existing government priorities.</b></p>	<p>No</p>
<p><b>Please elaborate and provide examples:</b></p>	<p>n/a</p>
<p><b>11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the</b></p>	<p>Yes</p>

<b>provisions of the regulatory framework described above?</b>	
<b>If yes, please specify:</b>	Prioritization is made in practice.
<b>If no, please elaborate:</b>	n/a
<b>12.1 Which of the following assessments are conducted when identifying and preparing a PPP in order to inform the decision to proceed with it? (check all that apply): Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Article 9. 1. of the PPP Law requires the evaluation to include an analysis demonstrating that the project presents an economic and social utility for the community as well as a positive environmental balance sheet. Article 3. II. 3. of the PPP Decree furthermore requires the analysis to include economical, social and environmental indicators.
<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>	Assessment of socio-economic impacts is made in practice.
<b>12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Article 9.3 of the PPP Law requires the evaluation to include an analysis of the budgetary sustainability, estimating the consequences of the project on public finances and availability of credits and, when it implies occupying the public or private domain of a public authority, its compatibility with the orientations of the real estate policy. That analysis is completed at the end of the procurement procedure to take into account the offer of the winning tenderer.
<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>	Affordability is in practice assessed.



<b>12.3. Risk identification, allocation and assessment (risk matrix)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Article 9.2 of the PPP Law requires the evaluation to confirm that the operation risk is transferred to the private partner when the PPP is a concession. Article 3. III. 2. of the PPP Decree requires a presentation of the main risks of the project including financing risks, risk allocation between the procuring entity and private partner, and the financial valorization of those risks.
<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>	Risk identification and allocation is made in practice.
<b>12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives (i.e. value for money analysis, public sector comparator)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 9.2 of the PPP Law, the evaluation includes an analysis of the mode of realization of the project which shows a more favorable balance sheet for PPPs than other public procurement means. Article 3. III. 3. of the PPP Decree requires a comparative analysis in current value of the various possible options of public procurement to implement the project, including an estimation in complete cost of the various options, in particular the costs of programming, conception, realization, financing and functioning for the contracting authority and for the private partner with their evolution in the time till the end of life as well as, where necessary, revenues resulting from the project and the reserved accounting and fiscal treatment.
<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>	A comparative assessment is prepared in practice.
<b>12.5. Financial viability or bankability assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to article 5 of the PPP Law, the procuring authority is responsible for the identification and definition of the projects susceptible to be developed as PPPs, of their technical, economic, financial and legal evaluation, the conduct of the procedures of signing, the development or negotiation of contracts and their follow-up and control.

<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>	Financial viability is assessed in practice.
<b>12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Market interest is in practice included in the pre-procurement analysis.
<b>12.7. Environmental impact assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Article 9. 1. of the PPP Law requires the evaluation to demonstrate a positive environmental balance sheet. Article 3. II. more specifically requires environmental indicators, and the project's impact on sustainable development in its economic, social and environmental aspects.
<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>	Environment impacts are assessed.
<b>12.8. Consultation process with affected communities on potential impact of the PPP project</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Confirmed by contributors that is done in practice
<b>13. Does the procuring authority include the</b>	Yes

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)?	
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
and specify which of the assessments are included in the request for proposals and/or tender documents:	Socio-economic analysis; affordability assessment; risk identification; environmental impact assessment
<b>13.1. Are the assessments published online?</b>	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
<b>14. Does the procuring authority include a draft PPP contract in the request for proposals?</b>	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 12. II. 3. of the PPP contract requires the project contract and its annexes to be included in the tender documents.
If no, please elaborate	n/a
<b>14.1. Are the tender documents published online?</b>	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and please specify the website:	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
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	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>	Yes
<b>To be established in the contract</b>	No
<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>	Yes
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)</b>	Yes
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.4. Obtaining the required land: Procuring authority (or other Government entity)</b>	Yes
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to</b>	No

<b>the procuring authority (or other Government entity)</b>	
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to article 26 I. of the PPP Law, when the project requires occupation of the procuring authority's domain, the contract implies authorization of occupation for its duration.
<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>	Pursuant to article 26 I. of the PPP Law, when the project requires occupation of the procuring authority's domain, the contract implies authorization of occupation for its duration.
<b>PPP Procurement</b>	
<b>18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The bid evaluation committee members require sufficient qualification without specific details.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to article 6 II. of the PPP Decree, the bidding commission's members are: - when the State is the procuring entity, the signing authority and 5 members designated by the procuring entity, including one representing the Ministry of finance. - when the procuring authority is not the State, the signing authority and 5 members designated by the procuring entity.

<b>The bid evaluation committee members are not required to have any specific qualifications.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<b>19. Does the procuring authority issue a public procurement notice of the PPP project?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	Article 16 of the PPP Law sets the principle of publication, article 7 and 8 of the PPP Decree provide details for pre-information and pre-qualification notices respectively.
<b>19.1. If yes, is the public procurement notice published online?</b>	No
<b>If yes, please specify the website:</b>	n/a
<b>20. Are foreign companies prohibited from participating in the bidding process?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to article 12 II. of the PPP Decree, bidders shall be granted at least 30 days from the notice requiring prequalified bidders to submit a bid. That time will be 45 days if the contract is above the WAEMU thresholds.
<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: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a

<b>22.2. Restricted tendering (with pre-qualification stage): Available</b>	No
<b>Default</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Article 23. I. 1. of the PPP Law indicates: A PPP is procured through an open tendering preceded by a prequalification. Article 14 of the PPP Decree provides details about the one stage tender with prequalification.
<b>22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.4. Competitive dialogue: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.5. Direct negotiation with more than one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.6. Direct negotiation with only one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.7 Other. Specify:</b>	No
<b>Available</b>	n/a
<b>Default</b>	n/a
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to article 8 of the PPP Decree, the prequalification notice has to indicate the chosen procedure, criteria and timeline. Article 12 requires the tender documents to include the provisional timeline of bid evaluation and dialogue modalities if any.
<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>	Pursuant to Article 12 II. 6. of the PPP Decree, evaluation criteria are to be included in the tender documents. Article 16 furthermore indicates which criteria should be used, and requires them to be listed and weighted. If the weighting is objectively impossible, they shall be listed hierarchically.
<b>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	Prequalification criteria provided to the bidders are in practice applied by the procuring authority.
<b>If no, please elaborate:</b>	n/a
<b>23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	No
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	Those clarifications can be obtained by requesting them from the procuring authority.
<b>24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?</b>	Yes



<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the results of the pre-bid conference to all bidders?</b>	No
<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>	No
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	Those results can be obtained by requesting them from the procuring authority.
<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>	No regulatory basis
<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>	Pursuant to Articles 14, 15 and Article 17 II. of the PPP Decree, the bidding commission evaluates the technical propositions and financial offers according to the criteria included in the tender documents.
<b>Evaluation criteria is not set in the tender documents</b>	No
<b>27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals</b>	No

<b>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>	
<b>Please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</b>	No
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority does not award a PPP contract if only one proposal is submitted.</b>	Yes
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	Article 20 of the PPP Decree does not include sole proposals as a reason to declare a procurement process anfractuou. It is furthermore indicated that a process will be anfractuou if all offers are irregular or inappropriate.
<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 23 of the PPP Decree requires an award notice to be published within 15 days of notifying the winning bidder.
<b>28.1. If yes, is the public procurement award notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	Pursuant to Article 24 of the PPP Decree, the award notice is published on the same platforms as the tender notice, meaning electronically.
<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 20 of the PPP Law and Article 21 of the PPP Decree require the procuring authority to notify every unsuccessful bidder of the results, including the reasons of rejection. When that notification is made after attributing the contract, it indicates the winning bid and grounds for its selection.
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 21 of the PPP Decree requires the procuring authority to notify every losing bidder of the results, including the reasons of rejection. When that notification is made after attributing the contract, it indicates the winning bid and grounds for its selection.
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 22 of the PPP Decree makes a provision for a minimum of 15 days between notifying the bidders with the results and signing the contract.
<b>and the time in calendar days:</b>	15
<b>30.1. Is the standstill period set out in the notice of intention to award?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 21 of the PPP Decree requires the notification to unsuccessful bidders to mention the period of time between this notification and the signature of the contract.
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 19 of the PPP Decree is related to the discussions between the winning bidder and the procuring authority in order to set the final terms of the contract. This negotiation cannot modify any fundamental elements of the offer or essential characteristics of the contract. If that negotiation fails with the winning bid, the procuring authority can reach out to the second best bid.
<b>31.1. Based on your experience, is it always the case that this restriction is respected in practice?</b>	No
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	Rules related to negotiation are not always abided by.

<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>	Pursuant to Article 23 of the PPP Decree, the award notice is published and includes the winning bidder and summary of main clauses, and the location where the contract can be seen (without the confidential information).
<b>32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP contract including all its annexes and appendixes</b>	No
<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</b>	Yes

<b>establishing specific management tools)?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to article 2 of the Decree related to the PPP Unit, oversight of contract implementation is within the PPP Unit's missions. Article 29 of the PPP Law requires the procuring authority to ensure execution of the contract.
<b>41.1. If yes, which of the following tools does it include (check all that apply)?: Establishment of a PPP contract management team</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<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>	Yes
<b>Relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<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</b>	n/a

specified and/or its members are required to meet detailed qualifications.	
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are required to meet sufficient qualification without specific details.	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are not required to meet any specific qualifications.	n/a
Please elaborate and provide examples:	n/a
<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
If yes, please provide the relevant legal/regulatory provisions (if any):	A report is prepared at the end of each phase of the contract, consequently including the construction phase (Article 29 of the PPP Decree).
<b>42.1. If yes, is the PPP contract construction performance information made available to the public?</b>	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
<b>42.2. If yes, is the PPP contract construction performance information made publicly available online?</b>	n/a
If yes, please specify the website:	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>	Article 29 of the PPP Law requires the procuring authority to ensure execution of the contract. That control happens at the end of each phase and a report is made. An annual report is to be prepared by the private partner. The contract can also make provision for an independent expert in charge of controlling the contract's implementation. Article 30 regulates and organizes audits.
<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>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	Article 24 of the PPP Law requires the contract to include a clause related to the control by the procuring authority of performance objectives.
<b>The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>The private partner must provide the procuring or contract management authority with periodic operational and financial data</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	Article 34 of the PPP Law requires the private partner to produce a report. Article 29 indicates this report is annual and transferred to the PPP Unit and the regulation authority. Article 28 of the PPP Decree describes the content of this report.
<b>The procuring or contract management authority must periodically gather information on the performance of the PPP contract</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	A report is prepared at the end of each phase of the contract (Article 29 of the PPP Decree).
<b>The PPP contract performance information must be available to the public</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a

<b>43.2. Is PPP contract performance information made publicly available online?</b>	No
<b>If yes, please specify the website:</b>	n/a
<b>44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 36 of the PPP law forbids any change of ownership of the contract without the procuring authority's approval. The contract shall make a provision for it (article 24).
<b>45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first five years of operation).</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard</b>	n/a



<b>contractual provisions (if any):</b>	
<b>In other cases, flexibility to change the ownership structure and/or assign the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 35 of the PPP Law is related to contract modification.
<b>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to article 35 of the PPP Law, an approval is required from the unit in charge of controlling conformity of public procurement procedure, and from the PPP Unit.
<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>	Pursuant to article 35 of the PPP Law, important modifications of the scope of the contract are not allowed and would require a new procurement. Also, pursuant to article 35 of the PPP Law, modification of the contract is possible if the price increase is below 30% of the initial price.
<b>A change in the risk allocation of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard</b>	n/a

<b>contractual provisions (if any):</b>	
<b>A change in the financial and/or economic balance of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 35 of the PPP Law forbids modification when the economic balance of the contract is changed in favor of the private partner.
<b>A change in the duration of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 25 of the PPP Law allows a change in the duration, rules of article 35 are to be followed.
<b>A change in the agreed price or tariff.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>46.3. Can the procuring authority unilaterally modify a PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 24 of the PPP Law requires force majeure to be dealt with in the contract and indicates it is a ground for termination.
<b>Material Adverse government action .</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard</b>	Article 34 III. Of the PPP Law indicates the private partner rights in case the procuring entity increases the private partner obligations.

<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>	No regulatory basis
<b>Refinancing.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	No regulatory basis
<b>Subcontracting and replacement of the subcontractors.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 37 of the PPP Law is related to subcontracts.
<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>	Articles 38 and 39 of the PPP Law are related to dispute resolution, during procurement and implementation. Article 29 of the PPP Decree details those mechanisms for disputes arising from procurement.
<b>48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body</b>	Yes
<b>If yes, please specify:</b>	According to article 38 of the PPP Law, disputes arising from the PPP contract procurement are to be presented to the authority in charge of dispute resolution for public procurement contracts.
<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 39 III of the PPP Law indicates that, when the conciliation procedure fails, the dispute can be presented to the national jurisdiction in charge or to an arbitration tribunal according to the OHADA regulations, or to an international arbitration if this is included in the 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.
<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. New York Convention on Recognition and Enforcement of Foreign Arbitral Awards (Mali accessed on September 8th, 1994)
<b>Investor-State arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	New York Convention on Recognition and Enforcement of Foreign Arbitral Awards (Mali accessed on September 8th, 1994) ICSID Convention (Entry into force in Mali on Feb 02, 1978)
<b>49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV) in financial difficulty prior to insolvency?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>50. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for</b>	Yes

<b>failure to meet service obligations?</b>	
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to article 31 of the PPP Law: Before the deadline preceding the date of the decision of forfeiture, the creditors declared according to the regulations in force, are informed by letter with recorded delivery, to allow them to exercise their substitution right of the failing private partner.
<b>50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to article 31 of the PPP Law: Before the deadline preceding the date of the decision of forfeiture, the creditors declared according to the regulations in force, are informed by letter with recorded delivery, to allow them to exercise their substitution right of the failing private partner.
<b>The regulatory framework prescribes that a direct agreement should be signed with the lenders.</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Other.</b>	No
<b>Please Specify:</b>	n/a
<b>51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 31 indicates the circumstances allowing the public authority to terminate a contract (non execution, force majeure, general interest).

<b>51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?</b>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Article 34 of the PPP Law describes the consequences of termination for the private partner. Article 24 requires those consequences to be detailed in the contract.</p>
<b>Unsolicited Proposals</b>	
<b>34. Are unsolicited proposals in Mali: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)</b>	<p>No</p>
<b>Explicitly allowed by the legal framework?</b>	<p>Yes</p>
<b>Not regulated by the legal framework, but do happen in practice?</b>	<p>No</p>
<b>Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)</b>	<p>No</p>
<b>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</b>	<p>Article 8 of the PPP Law and Article 2 of the PPP Decree allows unsolicited proposals. Article 25 of the PPP Decree provides details.</p>
<b>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</b>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b>	<p>Article 25 II. of the PPP Decree requires the evaluation to be realized following the rules for public initiated projects.</p>
<b>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 9 of the PPP Law in particular requiring an evaluation to be prepared before procuring a PPP is consequently applicable. Furthermore, those projects cannot be part of an investment program (article 25.1).</p>

<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>	<p>No</p>
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</b>	<p>Yes</p>
<b>Please elaborate and provide examples:</b>	<p>Unsolicited proposals cannot be part of the investment program (Article 25 I. of the PPP Decree).</p>
<b>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 25 II. Of the PPP Decree requires unsolicited proposal to be procured as projects initiated by the public authority.</p>
<b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	<p>Yes</p>

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to article 12 II. Of the PPP Decree, bidders shall be granted at least 30 days from the notice requiring prequalified bidders to submit a bid. That time will be 45 days if the contract is above the WAEMU thresholds.
<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