

## 12PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN MOROCCO

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>	The general regulatory framework on PPPs in Morocco consists of Law no. 86-12 of 24 December 2014 (Official Bulletin no. 6332 of 5 February 2015) (hereinafter the “PPP Law”) and its implementing Decree no. 2-15-45 of 13 May 2015 (Official Bulletin no. 6365 of October 1, 2015) (hereinafter the “PPP Decree”). Articles 1 and 3 of the PPP Law define PPPs and ensure that principles of equal access and treatment, objectiveness, competitiveness, transparency, and respecting best practices shall be upheld in the PPP procurement process. Nonetheless, a delegated management of public services (the “DM”) in accordance to the provisions of Law no. 54-05 of 14 February 2006 (Official Bulletin no. 5404 of 16 March 2006) (hereinafter the “DM Law”) and Decree no. 2-06-362 of 9 August 2006 (Official Bulletin no. 5454 of 7 September 2006) (hereinafter the “DM Decree”) preceded the 2015 regulatory framework on PPPs. Furthermore, there are specific sectoral laws on concessions, which include: i) Law n 4-89 relating to motorways (dated 6 August 1992); ii) Law n 15-02 relating to ports and creating the Ports National Agency (Agence Nationale des Ports) and the Ports Operating Company (Société d’Exploitation des Ports) (dated 23 November 2005); iii) Law n 52-03 relating to the organization and the operation of the national railway network (dated 7 January 2005); and iv) Law n 25-79 creating the Airports National Office (Office National des Aéroports) as amended by Law n 14-89 and Law n 1-93-140. The previous instruments shall form the regulatory framework on PPPs in Morocco for purposes of this analysis.
<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>	loi n° 86-12 relative aux contrats de partenariat public-privé: <a href="https://www.marchespublics.gov.ma/pmmp/IMG/pdf/1-14-192-fr.pdf">https://www.marchespublics.gov.ma/pmmp/IMG/pdf/1-14-192-fr.pdf</a> Decret d’application N.2-15-45: <a href="http://adala.justice.gov.ma/production/html/Fr/liens/..%5C189771.htm">http://adala.justice.gov.ma/production/html/Fr/liens/..%5C189771.htm</a>
<b>2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?</b>	No
<b>Please describe:</b>	n/a

<b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b>	No
<b>Please describe:</b>	n/a
<b>3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>3.2 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Energy generation and distribution.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>3.4 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Telecom</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>3.5 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other</b>	No
<b>If yes, specify and provide the relevant legal/regulatory provisions:</b>	n/a

<b>4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provision (if any):</b>	n/a
<b>5. Please identify the PPP procuring authorities in Morocco and provide their website(s) (if available):</b>	<p>Regarding the PPP contract, this would include:- State;- Public law entities (Etablissements publics de l'Etat): <a href="http://www.finances.gov.ma/">http://www.finances.gov.ma/</a>) excluding Local Authorities; and- Public law companies (entreprises publiques) : pursuant to the provisions of Law n 69-00 relating to State Financial Control of the Public Companies and other Entities; the public law companies who may enter into a PPP contract are (i) state companies whose share capital is wholly owned by public entities; (ii) public subsidiaries whose share capital is held more than half by public bodies and (iii) mixed company whose share capital is owned up to 50% by public entities. For purposes of this analysis, the Ministry of Equipment, Transport, and Logistics would serve as the procuring authority, <a href="http://www.equipement.gov.ma/en/Pages/home.aspx">http://www.equipement.gov.ma/en/Pages/home.aspx</a></p>
<b>6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?</b>	Yes
<b>If yes, please indicate its name, and its website (if available):</b>	<p>The PPP Unit (Cellule PPP) or the Commission de Partenariat Public-Privé (صاخلاو ماعال ني عاطقلا ني ب ةكارشل ل ةنجل) (PPP Unit). The Ministry of Economy and Finance has created within the Directorate for State Enterprises and Privatization (DEPP), the PPP UNIT, a cell dedicated to PPPs, in order to establish a structured framework for the development of PPPs and broaden their fields of action. <a href="http://www.finances.gov.ma">www.finances.gov.ma</a></p>
<b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b>	Yes
<b>6.2 PPP capacity building for other public authorities.</b>	Yes
<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	Yes
<b>6.4 Technical support in implementing PPP projects.</b>	Yes
<b>6.5 Identification and selection of PPP projects from the pipeline.</b>	No
<b>6.6 Revision of fiscal risks born by the Government.</b>	No

<b>6.7 Consultation with affected communities on potential impact of PPP projects.</b>	No
<b>6.8 Approval of PPP projects.</b>	No
<b>6.9 Undertaking the procurement of PPPs.</b>	No
<b>6.10 Oversight of PPP implementation.</b>	Yes
<b>6.11 Other</b>	No
<b>6.11 please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions:</b>	No regulatory basis
<b>PPP Preparation</b>	
<b>8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to the provisions of Article 4 of PPP Decree, the awarding procedure of a PPP contract cannot be launched without the approval of the Minister in Charge of Finances with regards to the feasibility of conducting the contracts under a PPP structure.
<b>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a

<b>8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting according to International Public Sector Accounting Standards (IPSAS).</b>	No
<b>Accounting and reporting according to other international standard (e.g. European System of Accounts).</b>	No
<b>Please specify:</b>	n/a
<b>Other.</b>	No
<b>Please specify:</b>	n/a
<b>9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?</b>	Yes
<b>If yes, please specify the relevant authority</b>	The Interministerial Commission on PPPs (PPP Commission)
<b>and provide the relevant legal/regulatory provisions (if any):</b>	According to Article 5(1) of the PPP Decree, the PPP Commission provides its opinion on the pre-feasibility evaluation report prepared by the procuring authority, to assure the opportunity to realize the project under the PPP contract.
<b>9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before signing the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>10. Does the procuring authority use transaction advisors during the PPP project cycle?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Art. 8 of the PPP Decree provides as a note at the end, that the Committee in charge of Public-Private Partnership Contracts may use the services of Legal, technical and financial consultancy services for studies designed to inform the work of the said Committee upon its request. Furthermore, Article 10 of the PPP Decree provides that the procuring authority can use temporary or

	permanent consultants or experts when such help is deemed needed.
<b>11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<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>	Yes
<b>If yes, please elaborate:</b>	In practice, the procuring authority in Morocco evaluates the consistency of PPPs with other government investments.
<b>The procuring authority does not evaluate PPPs against existing government priorities.</b>	No

<b>Please elaborate and provide examples:</b>	n/a
<b>11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?</b>	Yes
<b>If yes, please specify:</b>	Although the regulatory framework does not include any provisions regarding prioritization, it is a followed practice in Morocco for the procuring authority to evaluate the consistency of PPPs with other government investments
<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>	According to Articles 2(3) & 8 of the PPP Law, and 4(2) of the PPP Decree, assessments when procuring PPP projects would include “requisites of sustainable development” and “social impact.”
<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 socio-economic assessment is done in practice when identifying and preparing a PPP project in Morocco
<b>12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	According to Articles 2(3) & 8 of the PPP Law, and 4(2) of the PPP Decree, assessments when procuring PPP projects would include “predicted total cost of the contract throughout its duration” and the “financial sustainability of the project; specifically its impact on the funding capacities of the relevant competent authority throughout the period of the contract.”
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a

<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	According to our contributors, the affordability assessment is not done in practice when identifying and preparing a PPP
<b>12.3. Risk identification, allocation and assessment (risk matrix)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	According to Articles 2(3) & 8 of the PPP Law, and 4(2) of the PPP Decree, assessments when procuring PPP projects would include “risk allocation of the project, with identification of the risks that face the relevant competent authority, the private partner, and others, and the means of its allocation.”
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	According to our contributors, the risk identification and assessment are always done in practice when identifying and preparing a PPP
<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>	According to Articles 2(2) & 8 of the PPP Law, and 4(2) of the PPP Decree, assessments when procuring PPP projects would include a pre-assessment of “a comparative analysis with other structures for implementing the projects that justifies the resort to PPP contracts.”
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	According to our contributors, a comparative assessment is always done in practice when identifying and preparing a PPP in Morocco
<b>12.5. Financial viability or bankability assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	According to Articles 2(3) & 8 of the PPP Law, and 4(2) of the PPP Decree, assessments when procuring PPP projects would include “the total cost of the project” and pre-assessments include “the financial components of the project and means of financing.”
<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 financial viability or bankability assessment is always done in practice when identifying and preparing a PPP in Morocco
<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>	No
<b>Details:</b>	n/a
<b>12.7. Environmental impact assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	The environmental assessment is conducted in practice when identifying and preparing a PPP project in Morocco
<b>12.8. Consultation process with affected communities on potential impact of the PPP project</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a
<b>13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an</b>	Yes

<b>Information Memorandum to the bidders)?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>and specify which of the assessments are included in the request for proposals and/or tender documents:</b>	No Data
<b>13.1. Are the assessments published online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>specify the website</b>	n/a
<b>please specify which of the assessments are published online:</b>	n/a
<b>14. Does the procuring authority include a draft PPP contract in the request for proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 13.3 of the Decree, the draft PPP contract outlines the rights and obligations of the Private Partner and the competent authority.
<b>If no, please elaborate</b>	n/a
<b>14.1. Are the tender documents published online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and please specify the website:</b>	n/a
<b>15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?</b>	No
<b>If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:</b>	n/a
<b>16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the following requirements? Obtaining the required urban permits:</b>	No

<b>Procuring authority (or other Government entity)</b>	
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.4. Obtaining the required land: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.5. Obtaining the required right of way: Procuring</b>	No

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)	No regulatory basis
<b>PPP Procurement</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.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Article 10 of the PPP Decree, three representatives of such committee would be from the relevant procuring authority, two members from the ministry competent with finance, in addition to other optional members being experts in the field.
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):	The procuring authority must publish an “avis de publicité” of the procurement process of the PPP contract (Article 3 paragraph 2 of the PPP Law and Articles 11 and 12 of the PPP Decree). The means of publication are as follows : (i) the procuring authority’s website; (ii) the procurement contract’s website and (iii) at least two local journals chosen by the procuring authority, one in Arabic and one in a foreign language.

<b>19.1. If yes, is the public procurement notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	<a href="https://www.marchespublics.gov.ma/">https://www.marchespublics.gov.ma/</a>
<b>20. Are foreign companies prohibited from participating in the bidding process?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 12(4) of the PPP Decree provides that the periods in the published invitation at a minimum of 30 days with regards to competitive dialogues and the call for tenders with pre-selection of bidders; a minimum of 40 days in open tenders.
<b>and the time in calendar days:</b>	40
<b>22.1. In a case comparable to the case study assumptions, which are the procurement procedures available and/or set as default for PPP projects? Open tendering:</b>	Yes
<b>Available</b>	
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to Article 4 of PPP Law: "Public-private partnership contracts shall be awarded under the competitive dialogue procedure, the open tender procedure, the pre-selection tender procedure or the negotiated procedure under the conditions set out in Articles 5.6 and 7 respectively below". Art. 6 of the PPP Law provides specifically for open tendering procedure
<b>22.2. Restricted tendering (with pre-qualification stage):</b>	Yes
<b>Available</b>	
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Art. 4 of the PPP Law provides that: "Public-private partnership contracts shall be awarded under the competitive dialogue procedure, the open tender procedure, the pre-selection tender procedure or the negotiated procedure under the conditions set out in Articles 5.6 and 7 respectively below". Furthermore, Art. 10 to 33 of the application Decree details the terms and conditions for the application of the procedures for the award of Public-private partnerships contracts and prequalification of candidates
<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>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Art. 4 of the PPP Law provides that: “Public-private partnership contracts shall be awarded under the competitive dialogue procedure, the open tender procedure, the pre-selection tender procedure or the negotiated procedure under the conditions set out in Articles 5.6 and 7 respectively below”. Furthermore, Art. 5 is specific for the competitive dialogue procedure
<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>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 13 of the PPP Decree provides that the tender documents provides information regarding the stages of the procurement process that includes the requisites to submit bids, the criteria for choosing them, their duration, the type of procedures, and the period for which inquiries are permitted.
<b>If no, please elaborate:</b>	n/a
<b>22.9. Do the tender documents specify the prequalification/shortlisting criteria (when applicable) in order to make them available to all the bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Articles 2 and 5 of the PPP Law and 32 of the PPP Decree, the project must go through a pre-qualification process, and within the competitive discussion, the public entity can reduce the number of bidders using successive stages in order to obtain a restrictive list. Moreover, Article 17 of the PPP Decree provides that when the procuring authority chooses

	specific criteria to be applied to tenders generally, it must communicate such choice to all bidders at the same time and under the same circumstances.
<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>	No regulatory basis
<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>	Article 20(3) of the PPP Decree permits any candidate to submit inquires to the relevant procuring authority about information concerning the announced tender or consultancy folder.
<b>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 20(3) of the PPP Decree obliges the procuring authority to disclose questions and clarifications within the specified time periods to all candidates.
<b>23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	Yes
<b>If yes, please specify:</b>	In practice, the procuring authority discloses the questions and clarifications to all potential bidders to ensure equality of access to information.
<b>If no, please elaborate:</b>	n/a
<b>24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the</b>	n/a

<b>results of the pre-bid conference to all bidders?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	No
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	The procuring authority does not conduct a pre-bidding conference to all bidders, therefore, there is no information to disclose in practice
<b>25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate:</b>	There is nothing in the Moroccan laws indicating that the procuring authorities require the bidders to prepare and present a financial model with their proposals, and the majority of our contributors (including our PO) agree that such document is not required
<b>26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 8 of the PPP Law provides that the contract would be awarded to the candidate who presented the most economically advantageous tender in accordance with the pre-set criteria in the Law. However, in accordance with Article 17(1) of the PPP Decree, other criteria may be taken into consideration by the procuring authority insofar as they are objective, non-discriminatory, and relate to the PPP contract.
<b>Evaluation criteria is not set in the tender documents</b>	No
<b>27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one?): The procuring authority follows a specific procedure before awarding a</b>	No



<b>PPP contract where only one proposal is submitted.</b>	
<b>Please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</b>	No
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority does not award a PPP contract if only one proposal is submitted.</b>	No
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework does not include any provisions.</b>	Yes
<b>28. Does the procuring authority publish the award notice?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	An abstract of the PPP contract together with the award notice are published in the Official Bulletin and in any other publicity means, including online, according to Article 11 of the PPP Law and 42 of the PPP Decree.
<b>28.1. If yes, is the public procurement award notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	<a href="http://www.sgg.gov.ma">http://www.sgg.gov.ma</a> / <a href="https://www.marchespublics.gov.ma/">https://www.marchespublics.gov.ma/</a>
<b>29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 8 of PPP Law, "the public entity shall inform the other candidates about the rejection of their bids in a period not exceeding 60 days." And according to Article 20 of the PPP Decree, the competent authority informs the candidates that have not been selected by any means of communication.
<b>If no, please elaborate:</b>	n/a
<b>29.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?</b>	No

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and the time in calendar days:</b>	n/a
<b>30.1. Is the standstill period set out in the notice of intention to award?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of the PPP contract in order to prevent an unfair disadvantage to the other bidders?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>31.1. Based on your experience, is it always the case that this restriction is respected in practice?</b>	No
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	There are no restrictions to respect in practice because there are no restrictions on negotiations with the selected bidder between the award and the signature of the PPP contract in Morocco
<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>	An abstract of the PPP contract together with the award notice are published in the Official Bulletin and in any other publicity means, including online, according to Article 11 of the PPP Law and 42 of the PPP Decree.
<b>32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP</b>	No

<b>contract including all its annexes and appendixes</b>	
<b>Publication of the full PPP contract without including all its annexes and appendixes</b>	No
<b>Publication of a summary of the PPP contract without publishing the full PPP contract</b>	Yes
<b>Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes</b>	No
<b>Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes</b>	No
<b>32.2. If yes, is it published online?</b>	Yes
<b>If yes, please specify the website:</b>	<a href="http://www.sgg.gov.ma">http://www.sgg.gov.ma</a> / <a href="https://www.marchespublics.gov.ma/">https://www.marchespublics.gov.ma/</a>
<b>32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>PPP Contract Management</b>	
<b>41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 18 of the PPP Law, the public entity controls the implementation of the contract and the way the private partner respects the purposes and quality of the service. Details of the means to conduct such management would be included in the PPP 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

Relevant legal/regulatory provisions (if any):	n/a
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 members are required to meet detailed qualifications.	n/a
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

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The PPP contract management team members are not required to meet any specific qualifications.</b>	n/a
<b>Please elaborate and provide examples:</b>	n/a
<b>42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 18 of Law n 86-12, the PPP contract determines the modalities and mechanisms for monitoring the implementation of the PPP contract
<b>42.1. If yes, is the PPP contract construction performance information made available to the public?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>42.2. If yes, is the PPP contract construction performance information made publicly available online?</b>	n/a
<b>If yes, please specify the website:</b>	n/a
<b>43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 18 of the PPP Law, the public entity controls the implementation of the contract and the way the private partner respects the purposes and quality of the service. Details of the means to conduct such management would be included in the PPP contract.
<b>43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed against evaluation criteria set in the tender documents and the PPP contract</b>	No

<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>The private partner must provide the procuring or contract management authority with periodic operational and financial data</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	Article 18(5) of the PPP Law provides that the contractor shall provide the public authority an annual progress report on the implementation of PPP contract work
<b>The procuring or contract management authority must periodically gather information on the performance of the PPP contract</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	Article 18(4) of the PP Law provides that the private partner submits any documents or information to the public entity in the aim to control the implementation of the contract
<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.</b>	Yes

<b>stakeholder composition) of the private partner and/or assignment of the PPP contract?</b>	
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>In accordance with the article 12 of the PPP Law, the substitution, the transfer and the conditions of change to the shareholding structure of the private partner are mandatory provisions of the PPP contract and if such mandatory provision is not adhered to, the public entity may substitute the private partner to ensure the continuity of the public service pursuant to article 21 of the PPP Law</p>
<b>45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first five years of operation).</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</p>
<b>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Paragraph 2 of Article 21 of the PPP Law provides that the substitution must occur under the same conditions for the execution of the initial contract (it does not refer to the qualifications of the operators)</p>
<b>In other cases, flexibility to change the ownership structure and/or assign the contract.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</p>
<b>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>	<p>Yes</p>

<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 23 of the PPP Law specifically addresses these circumstances, which may be initiated by any party to the contract but with the ultimate consent of the public entity and provided it does not change the nature of the contract or affect its balance.
<b>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>46.2. If yes to question 46, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>A change in the risk allocation of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 23 of the PPP Law refers to modifications to the PPP contract provided they do not change the nature of the contract or “affect its balance,” in which the latter term addresses safeguards to any changes to risk allocation of the contract.
<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 23 of the PPP Law refers to modifications to the PPP contract provided they do not change the nature of the contract or “affect its balance,” in which the latter term addresses safeguards to any changes to risk allocation of the contract.
<b>A change in the duration of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>A change in the agreed price or tariff.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard</b>	n/a



<b>contractual provisions (if any):</b>	
<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>	In accordance with the article 12 of the PPP Law, the contract balance in the case of hardship or force majeure are mandatory provisions of the PPP contract (paragraph 9). In accordance with the article 26 of the PPP Law, the PPP contract may be terminated by mutual agreement in case of force majeure
<b>Material Adverse government action .</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Change in the Law.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Refinancing.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Subcontracting and replacement of the subcontractors.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 20 of the PPP Law provides for sub-contracting of the PPP contracts

<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>	The PPP contract may provide for the settlement of disputes to resort to conciliation, conventional mediation, arbitration or judicial proceedings (Article 27 of the PPP Law)
<b>48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body</b>	No
<b>If yes, please specify:</b>	n/a
<b>Local courts</b>	Yes
<b>Domestic arbitration</b>	Yes
<b>International arbitration</b>	Yes
<b>Investor-State Dispute Settlement (ISDS)</b>	Yes
<b>Mediation</b>	Yes
<b>Please provide the relevant legal/ regulatory/standard contractual provisions (if any)</b>	According to Art. 27 of the PPP Law, a PPP contract provides for mechanisms to address disputes: conciliation, mediation, arbitration or judicial procedure
<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>	According to Article 320 of the Code of Civil Procedure promulgated by the Dahir No. 1-74-447 of 28 September 1974: The arbitral award is made enforceable by order of the President of the Court within the jurisdiction of which the decision was pronounced.
<b>International arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	<p>Morocco is party to the New York Convention of 1958 on the Recognition and Enforcement of Foreign Arbitral Awards</p> <p>Furthermore, the provisions of Article 327-46 of the Code of Civil Procedure promulgated by the Dahir No. 1-74-447 of 28 September 1974 provide that "international arbitral awards are recognized in Morocco if their existence is established by the person who prevails and if such recognition is not contrary to national or international public policy.</p> <p>Under the same conditions, they are declared recognized and enforceable in Morocco by the president of the commercial jurisdiction in whose jurisdiction</p>

	they were rendered, or by the president of the commercial jurisdiction of the place of performance if the seat of arbitration is located abroad. “
<b>Investor-State arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Morocco is a member of the International Center for Settlement of Investment Disputes (ICSID) and signed its convention in June 1967.
<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 failure to meet service obligations?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 21(4) of the PPP Law provides According to article 21 of the law, the public entity may proceed to the substitution of the private partner at the request of the project financing bodies in case of default, duly noted by the private partner to its obligations, likely to undermine the principle of continuity of the public service vis-à-vis the said bodies.
<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>	Article 21 paragraph 4 of the PPP Law provides for this step-in right when the private partner violates their obligations in a manner that would affect the continuity of the public service
<b>The regulatory framework prescribes that a direct</b>	No

<b>agreement should be signed with the lenders.</b>	
<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>	The grounds include:- Force Majeure; - Disruption of the PPP contract's economic equilibrium- Termination on public interest grounds- Amicable termination- Private partner's serious breach of contract Article 26 of the PPP Law
<b>51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	According to Article 26(4) of the PPP Law, the contract determines solely the indemnities in cases of Force Majeure, the disturbance of the equilibrium of the contract, or the termination by agreement.
<b>Unsolicited Proposals</b>	
<b>34. Are unsolicited proposals in Morocco: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)</b>	No
<b>Explicitly allowed by the legal framework?</b>	Yes

<b>Not regulated by the legal framework, but do happen in practice?</b>	No
<b>Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)</b>	No
<b>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</b>	Article 9 of the PPP Law provides that the public entity may be approached by a private actor with an innovative project idea on the technical, economical, and financial level, in order to conclude a PPP contract
<b>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b>	According to Articles 9 of the PPP Law and 37-39 of the PPP Decree, the procuring authority would ensure the innovative nature of the proposal and conduct a pre-qualification assessment on that basis, where Article 37 of the Decree specifies certain criteria.
<b>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 37 of the Decree, Spontaneous offers must not consist of a project previously presented, under study, development or execution or already executed on the national territory.
<b>36. Which of the following options best describe how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific</b>	No

<b>procedures to achieve that goal.</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</b>	Yes
<b>Please elaborate and provide examples:</b>	According to our PO, that was the case of the highway Continental Rabat-Casablanca where the procuring authority did not evaluate the unsolicited proposal against existing government priorities
<b>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 9(4) of the PPP Law and 40(3) of the PPP Decree, the procuring entity may resort to the competitive dialogue, open tenders, or restricted procedures methods, after conducting the pre-assessment and negotiated procedure to accept the innovative idea.
<b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	The general rules in Article 12(4) of the PPP Decree would apply, which specify a 40 day minimum period with regards to open tenders.
<b>and the time in calendar days:</b>	40
<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>	Yes
<b>39.3 Bid Bonus.</b>	No
<b>39.4 Swiss challenge (If unsuccessful, the original proponent has the option to</b>	No

<b>match the winning bid and win the contract).</b>	
<b>39.5 Other.</b>	No
<b>Please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 9(6) of the PPP Law and 34 & 41 of the PPP Decree, the unsolicited offeror may receive an “arbitrary” lump-sum compensation when the bid is unsuccessful.