

PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN SAUDI ARABIA

SURVEY QUESTION	ANALYSIS
PPP Regulatory Framework	
2. Does the regulatory framework in your country allow procuring PPPs?	Yes
If yes, please specify the relevant regulatory framework and the year of adoption:	<p>PPPs in Saudi Arabia are currently not regulated under specific governing provisions. PPPs are rather procured in accordance with the following instruments, 1) Cabinet Resolution No: (355) of 07/06/1438 Hijri (April 2, 2017) on the Organization of the National Center for Privatization [hereinafter “NCP Regulation”], which provides in Article 3(2), “For the purpose of application of privatization, the projects related to the participation of private and public sector shall be included in the privatization.”; 2) Royal Decree M/58 of 4/9/1427 Hijri (2006) Regulating Government Tenders and Procurement (ةي موكحل اايرتش مل او اسفانم الم اظن) [hereinafter “Government Procurement Law”], which provides in Article 6 that “all government works and procurements shall be put up for public tender except those exempted under the provisions of this Law.”; 3) Minister of Finance Implementing Resolution No. 362 of 2/20/1428 Hijri (2007) to the Government Tenders and Procurement Law [hereinafter “Implementing Procurement Regulation”] issued according to Article 80 of the Government Procurement Law; 4) Royal Decree M/25 of 4/5/1425 Hijri (2004) on Competition Regulation; 5) Royal Decree M/18 of 20/3/1427 Hijri (2006) on the Classification of Contractors Regulation, 6) Resolution No. 510 of 23/11/1426 Hijri (2005) regulating the Saudi Authority for Contractors; 7) Royal Decree No M/15 Muharram 1421/10 April 2000 on the Foreign Investment Law; 8) Implementing Regulations of the Foreign Investment Act issued by the Board of Directors’ Resolution No (1/20) dated 13/4/1423 Hijri (2002). The aforementioned regulations shall shape the PPP regulatory framework in Saudi Arabia for purposes of this analysis.</p>
and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	<p>Government Procurement Law No. 58 (1427) (2006) https://www.mof.gov.sa/docslibrary/RegulationsInstructions/Documents/%D8%A7%D9%84%D8%A7%D9%86%D8%B8%D9%85%D8%A9/%D9%86%D8%B8%D8%A7%D9%85%20%D8%A7%D9%84%D9%85%D9%86%D8%A7%D9%81%D8%B3%D8%A7%D8%AA%20%D9%88%D8%A7%D9%84%D9%85%D8%B4%D8%AA%D8%B1%D9%8A%D8%A7%D8%AA%20%D8%A7%D9%84%D8%AD%D9%83%D9%88%D9%85%D9%8A%D8%A9.pdf file:///C:/Users/WB493773/Downloads/GovernmentTendersAndProcurementLaw.pdf Saudi Arabia Procurement Regulations: https://boe.gov.sa/MainLaws.aspx?lang=en ; https://www.mof.gov.sa/docslibrary/RegulationsInstructions/Documents/%D8%A7%D9%84%D8%A7%D9%86%D8%B8%D9%85%D8%A9/%D8%A7%D9%84%D9%82%D8%B1%D8%A7%D8%B1%20%D8%A7%D9%84%D9%88%D8%B2%D8%A7%D8%B1%D9%8A%20%D9%88%D8%A7%D9%84%D9%84%D8%A7%D8%A6%D8%AD%D8%A9%20%D8%A7%D9%84%D8%AA%D9%86%D9%81%D9%8A%D8%B0%D9%8A%D8%A9%20%D9%84%D9%86%D8%B8%D8%A7%D9%85%20%D8%A7%D9%84%D9%85%D9%86%D8%A7%D9%81%D8%B3%D8%A7%D8%AA%20%D9%88%D8%A7%D9%84%D9%85%D8%B4%D8%AA%D8%B1%D9%8A%D8%A7%D8%AA%20%D8%A7%D9%84%D8%AD%D9%83%D9%88%D9%85%D9%8A%D8%A9.pdf</p>

	<p>Foreign Investment Law (2000) and its Implementing Regulation https://www.wto.org/english/thewto_e/acc_e/sau_e/WTACCSAU59_LEG_3.pdf ; https://boe.gov.sa/ViewSystemDetails.aspx?lang=en&SystemID=50&VersionID=60#search1 ; https://www.wto.org/english/thewto_e/acc_e/sau_e/WTACCSAU59A4_LEG_5.pdf</p>
<p>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?</p>	No
<p>Please describe:</p>	n/a
<p>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</p>	Yes
<p>Please describe:</p>	<p>The relevant Saudi government agency is being advised on a new PPP framework. Moreover, Saudi Arabia has recently issued Royal Order No. 52631 dated 15/11/1438H corresponding to 8/8/2017 and the Council of Ministers Resolution No. 665 dated 8/11/1438H corresponding to 1/8/2017 inter alia pertaining to sectors subject to privatization. They also direct the National Center for Privatization to prepare (within 6 months from the date of the order) a draft law in relation to privatization.</p>
<p>3.1 Besides national defense and other matters of national security, does the regulatory framework</p>	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	No

following sectors?: Energy generation and distribution.	
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.4 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Telecom	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.5 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other	No

If yes, specify and provide the relevant legal/regulatory provisions:	n/a
4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?	No
If yes, please specify and provide the relevant legal/regulatory provision (if any):	n/a
5. Please identify the PPP procuring authorities in Saudi Arabia and provide their website(s) (if available):	Government authorities in such capacity in different sectors shall serve as procuring entities according to the Government Procurement Law, which provides in Article 2, “When inviting tenders and carrying out procurements, government authorities shall deal with individuals, establishments and companies licensed to engage in the business within the scope of which the work falls in accordance with applicable laws and rules.” Article 1 of the Implementing Procurement Regulation reiterate this. The Ministries of Transportation https://www.mot.gov.sa/Ar/TKingdom/Pages/PublicTransport.aspx and Works and Public Housing http://www.mpwh.gov.sa/ shall serve as the relevant procuring authorities in connection with the case study assumption on a roads project.
6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?	Yes
If yes, please indicate its	National Centre for Privatization (NCP)

name, and its website (if available):	
6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.	Yes
6.2 PPP capacity building for other public authorities.	Yes
6.3 PPP promotion among the public and/or private sectors in national and international forums.	Yes
6.4 Technical support in implementing PPP projects.	Yes
6.5 Identification and selection of PPP projects from the pipeline.	Yes
6.6 Revision of fiscal risks born by the Government.	Yes
6.7 Consultation with affected communities on potential impact of PPP projects.	Yes

6.8 Approval of PPP projects.	Yes
6.9 Undertaking the procurement of PPPs.	No
6.10 Oversight of PPP implementation.	Yes
6.11 Other	No
6.11 please specify:	n/a
Please provide the relevant legal/regulatory provisions:	<p>Article 4 of the NCP Regulation provides,</p> <p>“Without prejudice to the specializations and responsibilities of other entities, the Center shall do all acts required to achieve its objectives including but not limited to:</p> <ol style="list-style-type: none"> 1. Develop policies, strategies, programs, regulations, plans and tools that achieve the objectives related to the projects of privatization in accordance with the applicable regular regulations and follow up executing the same. 2. Propose the sectors and activities that can be privatized and the opportunities of its investment and develop it to complete all required acts to that regard. 3. Identify standards and frameworks required for target sectors to be privatized when preparing the relevant studies and researches. 4. Develop the appropriate rules that help to manage the projects related to privatization in coordination with the relevant authorities. 5. Develop the requirements required to establish entities in which the private sector participates from inside and outside of the Kingdom with the government authorities through the proposed privatization projects to be developed, executed and reviewed. 6. Coordinate with the sectors to be privatized to make sure of its readiness and its implementation of technical and financial requirements including determining the best method for privatization and participation of private sector from inside and outside of the Kingdom and appropriate execution and governance plans, timelines in order to complete the required regular procedures. 7. Review the progress of work plans for any of projects to be privatized and control and review it and conduct periodic evaluation of the results of privatization programs and intervene if required to resolve any problem. 8. Evaluate the readiness of macro economics of the privatization program and manage the relevant risks. 9. Identify the key performance indicators related to privatization and other indicators in coordination with the relevant authorities. 10. Conduct the studies require to analysis the benefits and risks in sectors to be privatized and evaluate the developmental and economic effects and propose what is necessary in this regard. 11. Contribute in training and qualifying the cadres in the field of privatization to ensure raising the level of its performance in order to achieve the developmental objectives. 12. Represent the Kingdom in regional and international conferences and seminars related to privatization, to enter into agreements with the international specialized entities to utilize of

	the best practices, regulations, researches and studies in this regard in accordance with the applicable regular procedures.”
PPP Preparation	
8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 32 of the Government Procurement Law provides, “Government authorities, agencies, organizations and public institutions shall submit their contracts whose execution period exceeds one year and whose value is five million riyals or more to the Ministry of Finance for review before concluding them. The Ministry of Finance shall review the contract within two weeks from the date of receiving it. If the Ministry fails to respond within this period, the contract shall be deemed approved.”
8.2. Does the Ministry of Finance (or government more broadly) have a specific system of:	No

Budgeting for PPP projects.	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting according to	No

International Public Sector Accounting Standards (IPSAS).	
Accounting and reporting according to other international standard (e.g. European System of Accounts).	No
Please specify:	n/a
Other.	No
Please specify:	n/a
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.)?	Yes
If yes, please specify the relevant authority	The Council of Economic and Development Affairs (CEDA)
and provide the relevant	No regulatory basis

legal/regulatory provisions (if any):	
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?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Council of Ministers must approve the PPP project before the signing of the contract in accordance with Article 72 of the Government Procurement Law, which provides, "The Ministry of Finance shall prepare the contract forms in accordance with the provisions of this Law and bring them before the Council of Ministers for approval."</p> <p>Additionally, The Council of Economic and Development Affairs (CEDA) approves PPP projects before signing the contract in practice.</p>
10. Does the procuring authority use transaction advisors during the PPP project cycle?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 16 of the Government Procurement Law provides, "a) Each Government Authority shall form one or more committees for the examination of bids of at least three members in addition to the chairman, whose rank shall not be lower than "Grade Thirteen" or its equivalent, provided that it includes a comptroller and a member qualified in law, in addition to a substitute member to complete the quorum in the absence of one of the members. This Committee shall submit its recommendations on awarding the bid to the best bidder in accordance with the provisions of this Law and its Implementing Regulations, and it may support its recommendations with a report by specialized technicians." This is supplemented by Article 1(3) of the Implementing Procurement Regulation.</p>
11. In a case comparable to the case study assumptions, please select	<p>No</p>



<p>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.</p>	
<p>If yes, please specify and provide the</p>	<p>n/a</p>

relevant legal/regulatory provisions (if any):	
The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.	<p>No</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.	<p>Yes</p>
If yes, please elaborate:	<p>While no PPP regulatory framework currently exists, the government does evaluate the PPP projects with other government investment priorities and has established governance schemes including the National Project Management Office and the Council of Economic and Development Affairs (CEDA) and in its National Transformation Program (Vision 2030) http://vision2030.gov.sa/en/ntp, which provides, “» Strengthening Partnerships with the Private Sector. The private sector’s contribution to funding of initiatives is quite significant, relieving the government of 40% of initiative funding. This moves the nation closer to fulfilling</p>

	<p>the Saudi Arabia’s Vision 2030 goal of increasing the private sector’s contribution to GDP.” The Saudi Vision 2030 document (www.spa.gov.sa/galupload/ads/Saudi_Vision2030_EN.pdf) further provides, “We have already invested heavily in the construction of ports, railways, roads and airports. To take full advantage of these investments, we plan to work with the private sector and enter into a new series of international partnerships to complete, improve and link our infrastructure internally and across borders. We will also unlock our “hard” infrastructure with systems that can drive higher performance, including more rigorous governance, leaner processes and a more efficient customs system.”</p>
<p>The procuring authority does not evaluate PPPs against existing government priorities.</p>	<p>No</p>
<p>Please elaborate and provide examples:</p>	<p>n/a</p>
<p>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?</p>	<p>Yes</p>
<p>If yes, please specify:</p>	<p>Standard practice is followed to evaluate the consistency of PPPs with other government investment priorities</p>
<p>If no, please elaborate:</p>	<p>n/a</p>
<p>12.1 Which of the following assessments are conducted when identifying and</p>	<p>No</p>

<p>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)</p>	
<p>Relevant legal/regulatory provision (if any)</p>	n/a
<p>Is there a specific methodology for the assessment?</p>	n/a
<p>If yes, please elaborate</p>	n/a
<p>Is the assessment done in practice?</p>	n/a
<p>Details:</p>	n/a
<p>12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)</p>	Yes
<p>Relevant legal/regulatory provision (if any)</p>	Article 7 of the Implementing Procurement Regulation provides that the procuring government authorities shall ensure the availability of sufficient necessary funds before engaging in the procurement process for the desired works through public tendering.
<p>Is there a specific</p>	No

methodology for the assessment?	
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Contributors provide that affordability assessments are conducted in practice.
12.3. Risk identification , allocation and assessment (risk matrix)	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
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)	No
Relevant legal/regulatory provision (if any)	n/a

Regulatory provision (if any)	
Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
12.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Contributors provided that financial viability or bankability assessments are conducted in practice.
12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis

Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Contributors provided that market assessments are conducted in practice.
12.7. Environmental impact assessment	Yes
Relevant legal/regulatory provision (if any)	Article 1(18) of the Environmental Law Royal Decree M34 (2001) defines “Environmental assessment of projects” as, “A study conducted to determine potential or actual environmental effects of a project and appropriate measures and means to prevent or limit adverse effects and achieve or increase the project’s positive outcome for the environment in line with applicable environmental standards.” Article 5 of this Law furthermore provides, “Licensing authorities shall ensure that environmental assessment studies are conducted in the feasibility study phase for projects with potential adverse impact on the environment. The authority executing the project shall be in charge of conducting environmental assessment studies in accordance with environmental bases and standards specified by the competent authority in the Implementing Regulations.” “Projects” are defined in Article 1(16) as, “Any facility or activity with potential impact on the environment.”
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	Contributors provided that there is not enough evidence that environmental impact assessments have been actually conducted.
12.8. Consultation process with affected communities on potential impact of the PPP project	No
Relevant legal/regulatory provision	n/a

ory provision (if any)	
Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
and specify which of the assessments are included in the request for proposals and/or tender documents:	Affordability, financial viability and bankability, and environmental impact assessments are included in such requests for proposals and tender documents.
13.1. Are the assessments	No

published online?	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
specify the website	n/a
please specify which of the assessments are published online:	n/a
14. Does the procuring authority include a draft PPP contract in the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
If no, please elaborate	n/a
14.1. Are the tender documents published online?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and please specify the website:	n/a

15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?	<p>No</p>
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	<p>n/a</p>
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)	<p>No</p>
Private Partner	<p>No</p>
Private partner with	<p>No</p>

facilitation role assigned to the procuring authority (or other Government entity)	
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)	Yes
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	No
Relevant legal/regulatory provision (if any)	<p>Article 5 of the Environmental Law Royal Decree M34 (2001) provides, "Licensing authorities shall ensure that environmental assessment studies are conducted in the feasibility study phase for projects with potential adverse impact on the environment. The authority executing the project shall be in charge of conducting environmental assessment studies in accordance with environmental bases and standards specified by the competent authority in the Implementing Regulations."</p> <p>Article 1(4) of the Environmental Law provides, "Licensing authority: Any authority in charge of licensing projects of potentially adverse impact on the environment." Article 3 of this Law also provides, "The competent authority shall carry out duties that would conserve and prevent the</p>

	deterioration of the environment, and shall in particular: 5) ensure compliance of individuals and public authorities with environmental laws, standards and criteria and take necessary measures in coordination and cooperation with relevant and licensing authorities.”
16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)	No
Private Partner	Yes
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	No
Relevant legal/regulatory provision (if any)	No regulatory basis
16.4. Obtaining the required land: Procuring authority (or other Government entity)	Yes
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other	No

Government entity)	
To be established in the contract	No
Relevant legal/regulatory provision (if any)	<p>Article 62 of the Government Procurement Law provides, “A Government Authority may lease a real property or part thereof in return for construction of facilities in accordance with conditions and specifications set by it. Ownership of these facilities shall revert to the Government Authority in accordance with the provisions of the Implementing Regulations of this Law.” Article 145 of the Implementing Procurement Regulation provides the criteria and circumstances for making land available through leasing and investment while conducting construction work on such land, which is the responsibility of the relevant government authority according to Article 125 of this Implementing Regulation.</p> <p>Article 45 of the Implementing Procurement Regulation provides that the worksite shall be handed over in public works contracts in accordance with Article 30(b) of the Government Procurement Law, and the worksite shall be received earlier in cases of extended service contracts that require early preparation to provide services. Article 30 of the Government Procurement Law provides, “(a) The contract between the Government Authority and the successful bidder shall be drafted after notifying him of the bid award and his submission of the final guarantee letter.</p> <p>(b) The work site shall be handed over to the contractor within sixty days from the date of awarding the bid.”</p>
16.5. Obtaining the required right of way: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulat	No regulatory basis

ory provision (if any)	
PPP Procurement	
18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications .	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The bid evaluation committee members require sufficient qualification without specific details.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 16 of the Government Procurement Law provides, “a) Each Government Authority shall form one or more committees for the examination of bids of at least three members in addition to the chairman, whose rank shall not be lower than “Grade Thirteen” or its equivalent, provided that it includes a comptroller and a member qualified in law, in addition to a substitute member to complete the quorum in the absence of one of the members. This Committee shall submit its recommendations on awarding the bid to the best bidder in accordance with the provisions of this Law and its Implementing Regulations, and it may

	support its recommendations with a report by specialized technicians.” Article 18 of this Law also provides, “The Bid Examination Committee may be chaired by an official whose rank is not lower than “Grade Ten” or its equivalent, if not formed in the principal office of the Authority.”
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):	Article 7 of the Government Procurement Law provides, “(a) All government tenders shall be announced in the Official Gazette, in two local newspapers and by electronic means of advertisement in accordance with the Implementing Regulations of this Law. The bid submission date and the sealed-bid opening date as well as places thereof shall also be specified in the tender announcement. (b) Works or projects of special nature, for which no supplier or contractor is available in the Kingdom, shall be announced abroad and within the Kingdom, in accordance with the stipulations of the preceding Paragraph.” Article 10 of the Implementing Procurement Regulation further provides details about the criteria and procedures for such issuance.
19.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	http://www.saudiexp.sa/cms/page/key/about_project and the procuring authority’s website
20. Are foreign companies prohibited from participating in the bidding process?	No

If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 7 of the Government Procurement Law provides, “ (a) All government tenders shall be announced in the Official Gazette, in two local newspapers and by electronic means of advertisement in accordance with the Implementing Regulations of this Law. The bid submission date and the sealed-bid opening date as well as places thereof shall also be specified in the tender announcement. “ Article 10(e) of the Implementing Procurement Regulation provides that in projects or works that are valued at amount of 50 million Riyals (exceeds 13.3 million US Dollars) or above, the minimum period to submit bids from the public procurement notice shall be 60 days.
and the time in calendar days:	60
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	No

Default	Yes
Relevant legal/regulatory provision (if any)	Article 6 of the Government Procurement Law provides, "All government works and procurements shall be put up for public tender except those exempted under the provisions of this Law." Article 9 of this Law provides, "Procurements and execution of works and projects shall be carried out at fair prices that do not exceed the prevailing prices. Bidding is the practical means to achieving that in accordance with the provisions of this Law."
22.2. Restricted tendering (with pre-qualification stage): Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.3 Multi-stage tendering (with shortlisting of final candidate(s)) : Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.4. Competitive dialogue: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.5. Direct negotiation with more than one candidate: Available	No
Default	No
Relevant legal/regulat	n/a

ory provision (if any)	
22.6. Direct negotiation with only one candidate: Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	<p>Article 47 of the Government Procurement Law provides, “As an exception from public tenders, A Government Authority’s needs from the following works and procurements may be met in accordance with the specified methods for their purchase, even if their cost exceeds the eligibility for direct purchase:</p> <p>(a) Weapons and military equipment and their spare parts by direct purchase from manufacturers. The best offer serving public interest shall be selected by a ministerial committee formed for this purpose by a royal decree of at least three members in addition to its chairman. It shall then bring its recommendations before the President of the Council of Ministers for approval.</p> <p>(b) Consultancy and technical works, studies, setting specifications, plans and supervision of their execution, services of accountants, lawyers and legal advisors by inviting five specialized offices licensed to provide such services to submit their bids within a period determined by the Government Authority. The award of the bid shall be determined in accordance with the provisions of Article 17 of this Law.</p> <p>(c) Spare parts of mechanical, electrical and electronic machines and equipment by inviting at least three specialists to submit their bids within a period determined by the Government Authority. The competent minister or the head of the independent agency shall form a committee to examine these bids and select the best of them.</p> <p>(d) Goods, constructions or services available only through one supplier, contractor or producer and with no acceptable alternatives, shall be procured by direct purchase subject to the approval of the competent minister or the head of the independent agency in accordance with the procedures provided for in the Implementing Regulations.</p> <p>(e) Medical requisites urgently needed in case of outbreak of epidemics.”</p> <p>Article 72 of the Implementing Procurement Regulation further provides the circumstances to resort to this negotiation and ensures that fair competition must be initially met by publicly confirming that the requested works is only available from a soul source.</p>
22.7 Other. Specify:	No
Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.8. Do the tender documents detail the procedure of	Yes

<p>the procurement process providing the same information to all the bidders?</p>	
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Article 10 of the Implementing Procurement Regulation provides the information that tender notices embody, which includes information about the place and time of tendering and designated number of the tender and specifications amongst other information. Articles 14 & 15 of this Regulation furthermore detail the required procedures to submit bids.</p>
<p>If no, please elaborate:</p>	<p>n/a</p>
<p>22.9. Do the tender documents specify the prequalification/shortlisting criteria (when applicable) in order to make them available to all the bidders?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Article 4 of the Government Procurement Law provides, “Tenderers shall be provided with clear, complete and uniform information about the required work and shall be enabled to obtain such information at a specified time. Sufficient copies of the tender documents shall be provided to meet the requests of those interested in obtaining them.”</p>
<p>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</p>	<p>Yes</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	<p>This is to ensure a fair and transparent process.</p>

ory provisions (if any):	
If no, please elaborate:	n/a
23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 4 of the Government Procurement Law provides, "Tenderers shall be provided with clear, complete and uniform information about the required work and shall be enabled to obtain such information at a specified time. Sufficient copies of the tender documents shall be provided to meet the requests of those interested in obtaining them." Article 17 of the Implementing Procurement Regulation obliges government authorities to respond to requests from bidders and provide them with information about the size of the project and other relevant information to allow them to better assess such works before proceeding with the tendering process. And while government authorities request clarifications according to Article 31 of the Implementing Procurement Regulation, which provides that Evaluation Committees may request from bidders for clarifications with regards to information about their bids that may not be clear, given that equal opportunities are preserved for all bidders and not result in fundamental changes in the bids, which applies to bidders submitting such questions and clarifications.
23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?	Yes
If yes, please provide the	This is achieved through the requirement provided in Article 31 of the Implementing Procurement Regulation that any clarifications and questions must preserve equal

relevant legal/regulatory provisions (if any):	opportunities for all and thus all bidders shall be informed about information affecting the bidding process.
23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	Yes
If yes, please specify:	This upholds the values of equity amongst bidders as per the Government Procurement Law and its Implementing Regulation.
If no, please elaborate:	n/a
24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	No regulatory basis
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	Yes

to all bidders?	
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	Yes
If yes, please specify:	This upholds the values of equity amongst bidders as per the Government Procurement Law and its Implementing Regulation.
If no, please elaborate:	n/a
25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
If no, please elaborate:	n/a
26. Does the procuring authority evaluate the	Yes

<p>proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?</p>	
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Article 8 of the Government Procurement Law provides, “Bids may only be accepted and contracted on in accordance with the conditions and specifications stipulated for them.” Article 30 of the Implementing Procurement Regulation furthermore provides that Evaluation Committees must abide by all technical and organizational criteria set in accordance with the Government Procurement Law and Implementing Procurement Regulation.</p>
<p>Evaluation criteria is not set in the tender documents</p>	<p>No</p>
<p>27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.</p>	<p>Yes</p>

Please specify and provide the relevant legal/regulatory provisions (if any):	<p>Article 24 of the Government Procurement Law provides, “If only one bid is submitted or several bids are submitted but found– except for one– not to conform to the terms and specifications, then such bid may not be accepted unless it is equal to prevailing prices and the work does not permit repeating the invitation of tenders, upon the approval of the competent minister or the head of the independent agency.”</p>
The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.	<p>No</p>
Please provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
The procuring authority does not award a PPP contract if only one proposal is submitted.	<p>No</p>
Please provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
The regulatory framework does not include any provisions.	<p>No</p>
28. Does the procuring	<p>Yes</p>

authority publish the award notice?	
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Article 74 of the Government Procurement Law provides, “Government authorities shall announce the results of public tenders and government procurements which they contract for their execution and whose values exceed one hundred thousand riyals. The Implementing Regulations shall determine the announcement method and procedures.”
28.1. If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	Article 150 of the Implementing Procurement Regulation provides that results of the procurement process shall be published on the website of the relevant government authority. For purposes of the case study assumption it shall be: https://www.mot.gov.sa/Ar/E-services/Informative/Pages/TendersInfo.aspx
29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	In addition to the online means of publication of the results on the relevant government authority’s website as per Article 150 of the Implementing Procurement Regulation, the same government entity shall ensure clear notifications is accessible to all in its premises, and further provides contact information of officials from such government entities that would provide more details about the results according to Article 151 of the same Regulation. Moreover, Article 40 of this Regulation provides that unsuccessful bidders shall also be informed about the bidding results and the reasons for such when requested.
If no, please elaborate:	n/a
29.1. If yes, does the notification of the result of the PPP procurement process include the	Yes

grounds for the selection of the winning bid?	
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
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?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
30.1. Is the standstill period set out in the notice of intention to award?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a

31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of the PPP contract in order to prevent an unfair disadvantage to the other bidders?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 13 of the Government Procurement Law provides, “Total prices and any increase or decrease thereon shall be specified in the letter of the original bid. Any decrease submitted in a separate letter shall not be considered, even if accompanying the bid. Tenderers may not, in cases other than those in which negotiation is permitted under the provisions of this Law, amend the prices of their bids, by increase or decrease, after submission.” Articles 21, 23 and 33 of the Government Procurement Law outline certain circumstances where negotiations are permitted.</p>
31.1. Based on your experience, is it always the case that this restriction is respected in practice?	<p>No</p>
If yes, please specify:	<p>n/a</p>
If no, please elaborate:	<p>Contributors provided that no clear evidence is available that this restriction is always respected in practice.</p>
32. Does the procuring authority publish the PPP contract?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 151(3) of the Implementing Procurement Regulation provides that contract information shall be published about each contract individually.</p>

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	No
Publication of the full PPP contract without including all its annexes and appendixes	No
Publication of a summary of the PPP contract without publishing the full PPP contract	Yes
Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes	No
Publication of a summary of the PPP contract along with the full PPP	No

contract without including all its annexes and appendixes	
32.2. If yes, is it published online?	Yes
If yes, please specify the website:	The website of the procuring entity.
32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
PPP Contract Management	
41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?	No
If yes, please provide the relevant	n/a

legal/regulatory provisions (if any):	
41.1. If yes, which of the following tools does it include (check all that apply)?: Establishment of a PPP contract management team	n/a
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	n/a
Relevant legal/regulatory provisions (if any):	n/a
Elaboration of a PPP implementation manual or an equivalent document	n/a
Relevant legal/regulatory provisions (if any):	n/a
Establishment of	n/a

personnel training programs (i.e. initial training and continued training throughout the course of the project)	
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.)	n/a
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	n/a

<p>membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications .</p>	
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The PPP contract management team members are required to meet sufficient qualification without specific details.</p>	<p>n/a</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The PPP contract management team members are not required to meet any specific qualifications .</p>	<p>n/a</p>
<p>Please elaborate</p>	<p>n/a</p>

and provide examples:	
42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 4 of the NCP Regulation provides that amongst the NCP’s responsibilities are, “7. Review the progress of work plans for any of projects to be privatized and control and review it and conduct periodic evaluation of the results of privatization programs and intervene if required to resolve any problem.” Contributors provide that this applies to PPP projects, which is also confirmed by Article 3(2) of the NCP Regulation.</p>
42.1. If yes, is the PPP contract construction performance information made available to the public?	<p>n/a</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
42.2. If yes, is the PPP contract construction performance information made publicly available online?	<p>n/a</p>

If yes, please specify the website:	n/a
43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction ?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 110 of the Implementing Procurement Regulation provides that the relevant government authority shall establish a technical committee in contracts of continuous implementation to inspect the works and receive such after termination of the contract in a report that is signed by the contractor or their representative. In cases of any deficits or defaults in works, the contractor shall be obliged to execute such, and if they refuse, they shall bear the costs of implementing such works after notifying them, in market value.</p> <p>Additionally, "Article 4 of the NCP Regulation provides that amongst the NCP's responsibilities are, "7. Review the progress of work plans for any of projects to be privatized and control and review it and conduct periodic evaluation of the results of privatization programs and intervene if required to resolve any problem."</p>
43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed against evaluation criteria set in the tender documents and the PPP contract	No
Relevant legal/regulatory provisions (if any)	n/a
The procuring or contract	Yes

management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract	
Relevant legal/regulatory provisions (if any)	<p>Article 48 of the Government Procurement Law, "If a contractor delays the execution of the contract beyond the specified time, he shall be subjected to a delay penalty not exceeding 6% (six percent) of the value of supply contracts and 10% (ten percent) of the value of other contracts." Article 49 provides, "If a contractor defaults in fulfilling his obligations in maintenance and operation contracts and contracts of continuing execution, he shall be subjected to a penalty not exceeding 10% (ten percent) of the value of the contract, in addition to deduction of the value of unexecuted works."</p> <p>Provisions of Articles 80 & 84 of the Implementing Procurement Regulation reiterate this</p>
The private partner must provide the procuring or contract management authority with periodic operational and financial data	<p>Yes</p>
Relevant legal/regulatory provisions (if any)	<p>Article 48 of the Implementing Procurement Regulation provides that the contracting party (private party) shall be responsible for reviewing all engineering and technical designs of the project in all detail, and inform the government authority of the faults that may affect the safety of the worksites, or other detected deficiencies directly, and must review all reports and recommendations in this regard and shall be held liable according to contractual obligations.</p>
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	<p>No</p>
Relevant legal/regulat	<p>n/a</p>

ory provisions (if any)	
The PPP contract performance information must be available to the public	No
Relevant legal/regulatory provisions (if any)	n/a
43.2. Is PPP contract performance information made publicly available online?	No
If yes, please specify the website:	n/a
44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
45. Does the regulatory framework (including standard contractual clauses)	Yes

<p>expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?</p>	
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>No regulatory basis</p>
<p>45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first five years of operation).</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>Changes of ownership/c</p>	<p>No</p>

<p>Contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</p>	
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>In other cases, flexibility to change the ownership structure and/or assign the contract.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract</p>	<p>Yes</p>

<p>(once the contract is signed)?</p>	
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Article 58 of the Implementing Procurement Regulation provides circumstances and criteria for government authorities when exercising their competency to add to the contractor's obligations or decrease them.</p>
<p>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>46.2. If yes to question 46, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>

A change in the risk allocation of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the financial and/or economic balance of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the duration of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 51 of the Government Procurement Law provides, “ A contract shall be extended, and the penalty shall be waived by agreement of the contracting Government Authority and the Ministry of Finance, if the delay is due to unforeseen circumstances or for reasons beyond the contractor’s control, provided that the period of delay is proportional to these reasons.”</p> <p>A contract shall be extended, and the penalty shall be waived by agreement of the contracting Government Authority and the Ministry of Finance, if the delay is due to unforeseen circumstances or for reasons beyond the contractor’s control, provided that the period of delay is proportional to these reasons.</p> <p>Article 52 of the Government Procurement Law provides, “ The competent minister or the head of the independent agency may extend the term of the contract in the following cases:</p> <p>(a) If a contractor is assigned to perform additional works, provided that the period of extension is proportional to the size and nature of the works and the date of assignment. (b) If an order is issued by the Government Authority to suspend the works or part thereof for reasons not attributable to the contractor. (c) If the annual funds allocated for the project are not sufficient to complete the work within the specified time.”</p> <p>Articles 60 & 92 of the Implementing Procurement Regulation provide similar provisions.</p>
A change in the agreed	Yes

price or tariff.	
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 43 of the Government Procurement Law provides, “In the event of an increase or decrease of customs tariff, fees, taxes or officially priced materials or services – after the bid submission date – the value of the contract shall be proportionally increased or decreased, as the case may be. Payment of the difference resulting from increase is subject to the following:</p> <p>(a) The contracting party shall prove payment of custom tariffs, fees, taxes, officially priced materials or services on the basis of categories affected by the increase due to delivery of materials for the contract works.</p> <p>(b) Amendment of custom tariffs, fees, taxes, or officially priced materials or services is not introduced after the expiration of the specified contract execution period, or the difference was incurred by the contractor as a result of delay in the execution of the contract unless he proves that such delay is for reasons beyond his control.</p> <p>In all cases, the difference in fees, taxes or officially priced materials or services, if decreased, shall be deducted from the contractor unless he proves payment on the basis of the original categories prior to the amendment.”</p>
46.3. Can the procuring authority unilaterally modify a PPP contract?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 58 of the Implementing Procurement Regulation provides that amendments to works of the contract or increasing or reducing the contractor’s obligations are within the “competency of the government authority” with certain safeguards that must be ensured when exercising such powers, including, the preservation of the economic balance and nature of the contract, the additional works necessarily fall within the scope of the contract, and that such modifications eventually serve the public interest.</p>
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	<p>No</p>

If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Material Adverse government action .	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Change in the Law.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Refinancing.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Subcontracting and replacement of the subcontractors.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual	Article 71 of the Government Procurement Law provides, “Contracts shall be directly concluded with those licensed to work. No intermediaries are allowed. Distributors or agents authorized by original producers shall not be deemed intermediaries. The contractor shall execute the work himself. He may not assign it fully or partially or delegate a third party to execute it without the prior written permission of the contracting authority. Nevertheless, the contractor shall remain jointly liable with the assignee or sub-contractor for execution of the contract.”

provisions (if any):	<p>Article 53 of this Law also provides, “A Government Authority may withdraw the work from a contractor and rescind the contract or execute it at his expense without prejudice to the right of the Government Authority to claim compensation for damage sustained as a result, in any of the following cases:</p> <p>(c) If a contractor assigns the contract or subcontracts its execution without the prior written permission of the Government Authority.”</p>
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?	<p>Yes</p>
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 54 of the Government Procurement Law provides, “A Government Authority shall execute the contract in accordance with its terms. If it defaults in the performance of its obligations, including delay in payment of entitlements, the contractor may file these claims for payment with the committee provided for in Article 78 of this Law. Article 78 of the Government Procurement Law provides, (a) The Minister of Finance shall form a committee of advisors comprising of at least three members from the Ministry and other relevant government authorities, after coordination with said authorities. Said committee shall include among its members a legal advisor and a technical expert. It shall be headed by a legal advisor whose rank is not lower than “Grade Thirteen” or its equivalent. Its formation shall provide for a substitute member and specify the remunerations of its members and secretary. The committee shall be re-formed every three years and its membership may only be renewed once.</p> <p>(b) This committee shall review compensation claims submitted by contractors and suppliers as well as reports of deceit, fraud and manipulation, in addition to decisions of withdrawal of works. It shall also review claims submitted by government authorities to the Minister of Finance requesting to boycott a contractor who executed a project in a defective manner or in violation of the terms and specifications of the project.</p> <p>(c) This committee shall hear statements of grievant contractors and suppliers and those accused of violations, their defenses and views of the Government Authority either in person or in writing. The committee may seek the assistance of technical specialists and shall issue its decision, with all its members attending, unanimously or by majority. The dissenting opinion, if any, and the argument of each party shall be stated in the minutes of the committee.</p> <p>(d) If the contractor or supplier prevails in his claims, the committee shall issue its decision to</p>

	<p>award compensations. This decision may be objected to before the Board of Grievances within sixty days from the date of notification of the person concerned.</p> <p>(e) If the contractor is found in default, as stated in Paragraph (c) of this Article, the committee shall issue a decision to boycott him for a period not exceeding five years. This decision may be objected to before the Board of Grievances within sixty days from the date of notification of the person concerned.</p> <p>After a final judgment is rendered against him by the Board of Grievances or if the period for objection expires without submitting an objection, the contractor shall be publicly exposed at his expense in two local newspapers. All government agencies shall be informed of the boycott by a circular from the Minister of Finance.</p> <p>(f) The Implementing Regulations of this Law shall provide for the necessary procedures for the work of this committee.”</p> <p>Article 152 of the Implementing Procurement Regulation reiterates this.</p> <p>Furthermore, Article 2 of Royal Decree No. M/34 regulating the Law of Arbitration provides, “Without prejudice to provisions of Islamic Sharia and international conventions to which the Kingdom is a party, the provisions of this Law shall apply to any arbitration regardless of the nature of the legal relationship subject of the dispute, if this arbitration takes place in the Kingdom or is an international commercial arbitration taking place abroad and the parties thereof agree that the arbitration be subject to the provisions of this Law.”</p> <p>PPP Contracts thus would be able to designate the relevant dispute settlement mechanism.</p>
<p>48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body</p>	<p>Yes</p>
<p>If yes, please specify:</p>	<p>Article 54 of the Government Procurement Law provides, “A Government Authority shall execute the contract in accordance with its terms. If it defaults in the performance of its obligations, including delay in payment of entitlements, the contractor may file these claims for payment with the committee provided for in Article 78 of this Law. Article 78 of the Government Procurement Law provides, (a) The Minister of Finance shall form a committee of advisors comprising of at least three members from the Ministry and other relevant government authorities, after coordination with said authorities. Said committee shall include among its members a legal advisor and a technical expert. It shall be headed by a legal advisor whose rank is not lower than “Grade Thirteen” or its equivalent. Its formation shall provide for a substitute member and specify the remunerations of its members and secretary. The committee shall be re-formed every three years and its membership may only be renewed once.</p> <p>(b) This committee shall review compensation claims submitted by contractors and suppliers as well as reports of deceit, fraud and manipulation, in addition to decisions of withdrawal of works. It shall also review claims submitted by government authorities to the Minister of Finance requesting to boycott a contractor who executed a project in a defective manner or in</p>

	<p>violation of the terms and specifications of the project.</p> <p>(c) This committee shall hear statements of grievant contractors and suppliers and those accused of violations, their defenses and views of the Government Authority either in person or in writing. The committee may seek the assistance of technical specialists and shall issue its decision, with all its members attending, unanimously or by majority. The dissenting opinion, if any, and the argument of each party shall be stated in the minutes of the committee.</p> <p>(d) If the contractor or supplier prevails in his claims, the committee shall issue its decision to award compensations. This decision may be objected to before the Board of Grievances within sixty days from the date of notification of the person concerned.</p> <p>(e) If the contractor is found in default, as stated in Paragraph (c) of this Article, the committee shall issue a decision to boycott him for a period not exceeding five years. This decision may be objected to before the Board of Grievances within sixty days from the date of notification of the person concerned.</p> <p>After a final judgment is rendered against him by the Board of Grievances or if the period for objection expires without submitting an objection, the contractor shall be publicly exposed at his expense in two local newspapers. All government agencies shall be informed of the boycott by a circular from the Minister of Finance.</p> <p>(f) The Implementing Regulations of this Law shall provide for the necessary procedures for the work of this committee.”</p> <p>Article 152 of the Implementing Procurement Regulation reiterates this.</p>
Local courts	Yes
Domestic arbitration	Yes
International arbitration	Yes
Investor-State Dispute Settlement (ISDS)	Yes
Mediation	No
Please provide the relevant legal/regulatory/standard contractual provisions (if any)	<p>Article 54 of the Government Procurement Law provides, “A Government Authority shall execute the contract in accordance with its terms. If it defaults in the performance of its obligations, including delay in payment of entitlements, the contractor may file these claims for payment with the committee provided for in Article 78 of this Law. Article 78 of the Government Procurement Law provides, (a) The Minister of Finance shall form a committee of advisors comprising of at least three members from the Ministry and other relevant government authorities, after coordination with said authorities. Said committee shall include among its members a legal advisor and a technical expert. It shall be headed by a legal advisor whose rank is not lower than “Grade Thirteen” or its equivalent. Its formation shall provide for a substitute member and specify the remunerations of its members and secretary. The committee shall be re-formed every three years and its membership may only be renewed once.</p> <p>(b) This committee shall review compensation claims submitted by contractors and suppliers as well as reports of deceit, fraud and manipulation, in addition to decisions of withdrawal of works. It shall also review claims submitted by government authorities to the Minister of Finance requesting to boycott a contractor who executed a project in a defective manner or in violation of the terms and specifications of the project.</p> <p>(c) This committee shall hear statements of grievant contractors and suppliers and those accused of violations, their defenses and views of the Government Authority either in person or</p>

	<p>in writing. The committee may seek the assistance of technical specialists and shall issue its decision, with all its members attending, unanimously or by majority. The dissenting opinion, if any, and the argument of each party shall be stated in the minutes of the committee.</p> <p>(d) If the contractor or supplier prevails in his claims, the committee shall issue its decision to award compensations. This decision may be objected to before the Board of Grievances within sixty days from the date of notification of the person concerned.</p> <p>(e) If the contractor is found in default, as stated in Paragraph (c) of this Article, the committee shall issue a decision to boycott him for a period not exceeding five years. This decision may be objected to before the Board of Grievances within sixty days from the date of notification of the person concerned.</p> <p>After a final judgment is rendered against him by the Board of Grievances or if the period for objection expires without submitting an objection, the contractor shall be publicly exposed at his expense in two local newspapers. All government agencies shall be informed of the boycott by a circular from the Minister of Finance.</p> <p>(f) The Implementing Regulations of this Law shall provide for the necessary procedures for the work of this committee.”</p> <p>Article 152 of the Implementing Procurement Regulation reiterates this.</p> <p>Furthermore, Article 2 of Royal Decree No. M/34 regulating the Law of Arbitration provides, “Without prejudice to provisions of Islamic Sharia and international conventions to which the Kingdom is a party, the provisions of this Law shall apply to any arbitration regardless of the nature of the legal relationship subject of the dispute, if this arbitration takes place in the Kingdom or is an international commercial arbitration taking place abroad and the parties thereof agree that the arbitration be subject to the provisions of this Law.” Article 3 of this latter Law regulates international arbitration.</p> <p>Lastly, Saudi Arabia has acceded to both the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958) on 19/04/1994, which also allows for international arbitrations to take place and the Convention on the Settlement of Investment Disputes between States and Nationals of Other States (ICSID Convention) on May 8, 1980, which allows for investor-state dispute settlements to take place between signatory states.</p> <p>PPP Contracts thus would be able to designate the relevant dispute settlement mechanism.</p>
<p>48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</p>	<p>Article 52 of the Law of Arbitration provides, “Subject to the provisions of this Law, the arbitration award rendered in accordance with this Law shall have the authority of a judicial ruling and shall be enforceable.”</p>

International arbitration	Yes
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	Article 52 of the Law of Arbitration provides, "Subject to the provisions of this Law, the arbitration award rendered in accordance with this Law shall have the authority of a judicial ruling and shall be enforceable." This Law regulates international arbitration, as it does domestic arbitration.
Investor-State arbitration	Yes
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	Saudi Arabia has acceded to the Convention on the Settlement of Investment Disputes between States and Nationals of Other States (ICSID Convention) on May 8, 1980, which allows for investor-state dispute settlements to take place between signatory states in addition to the recognition and enforcement of awards issued by competent arbitration panels that are established accordingly.
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?	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
50. Does the regulatory	No

<p>framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?</p>	
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.</p>	<p>n/a</p>
<p>If yes, please specify and provide the relevant</p>	<p>n/a</p>

legal/regulatory/standard contractual provisions (if any):	
The regulatory framework prescribes that a direct agreement should be signed with the lenders.	n/a
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	n/a
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Other.	n/a
Please Specify:	n/a
51. Does the regulatory framework (including standard contractual clauses)	No

<p>expressly establish the grounds for termination of a PPP contract?</p>	
<p>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?</p>	<p>n/a</p>
<p>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>Unsolicited Proposals</p>	
<p>34. Are unsolicited proposals in Saudi Arabia: (choose only one): Explicitly prohibited by the legal framework? (If prohibited,</p>	<p>No</p>

skip to section F)	
Explicitly allowed by the legal framework?	No
Not regulated by the legal framework, but do happen in practice?	No
Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)	Yes
If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions	n/a
35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)	n/a
If yes, please specify and provide the relevant legal/regulatory	n/a

provisions (if any	
35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
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.	n/a
If yes, please specify and provide the relevant	n/a

legal/regulatory provisions (if any):	
The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority does not evaluate unsolicited proposals against existing government priorities.	No
Please elaborate and provide examples:	n/a
37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding	n/a

with the unsolicited proposal?	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final	n/a

offer (BAFO) process and/or automatic shortlisting.	
39.2 Developer's fee (reimbursing the original proponent for the project development cost).	n/a
39.3 Bid Bonus.	n/a
39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).	n/a
39.5 Other.	n/a
Please specify:	n/a
Please provide the relevant legal/regulatory provisions (if any):	n/a