

PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN SIERRA LEONE

SURVEY QUESTION	ANALYSIS
PPP Regulatory Framework	
2. Does the regulatory framework in your country allow procuring PPPs?	n/a
If yes, please specify the relevant regulatory framework and the year of adoption:	In 2010 the government passed the PPP Act and later, in September 2014, it established the PPP Act 2014 (hereinafter the PPP Act) which covers the facilitation, conclusion and implementation of PPPs. Additionally, the regulatory framework also includes the Public Procurement Act (2016), hereinafter PP Act
and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	<ul style="list-style-type: none"> - Public Private Partnership Act (2014), hereinafter PPP Act (http://ppp.gov.sl/admin/images/pages/Public_Private_Partnership_Act_2014.pdf) - Public Procurement Act (2016), hereinafter PP Act (http://www.publicprocurement.gov.sl/files/Public_Procurement_Act_2016.pdf)
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?	Yes
Please describe:	The Public Procurement Act was enacted in February 2016.
2.2 Are ongoing and/or are	Yes

planned to be adopted AFTER June 1, 2017?	
Please describe:	The government is working on developing PPP Regulations to complement and support the PPP Act
3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.2 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following	No

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	Yes

depreciation treatment, etc.)?	
If yes, please specify and provide the relevant legal/regulatory provision (if any):	According to Section 109 (1) of the Income Tax Act of 2000, (https://nra.gov.sl/sites/default/files/Income%20Tax%20Act%202000%20as%20amended%20%28Revised%20to%20FA%202015%29.pdf) s. 23 Infrastructure projects “(1) Income derived from any undertaking under the Public-Private Partnership Infrastructure Projects in excess of twenty million dollars shall enjoy a corporate tax relief for fifteen years.
5. Please identify the PPP procuring authorities in Sierra Leone and provide their website(s) (if available):	According to section 1 of the PPP Act, “public authority” means a Ministry, Government department, local authority or other statutory body
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 name, and its website (if available):	According to Article 27 of the PPP Act: ... “the Public Private Partnership Unit is hereby established within the Office of the President which shall be responsible for managing the process to conclusion of PPP Agreements for the PPP Projects, and for providing technical and legal support in pursuance of PPP Agreements by contracting authorities, as well as performance of other functions, as indicated in Section 28” Website: http://ppp.gov.sl/
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.	No
6.8 Approval of PPP projects.	No
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>Section 28 of the PPP Act establishes the functions of the PPP Unit:</p> <p>“(1) ... (a) develop public awareness, education and sensitization about PPP Projects;</p> <p>(b) initiate PPP Projects from time to time as required;</p> <p>(c) conduct implementation reports for PPP Projects and appoint appropriate advisers to produce them;</p> <p>(d) in close consultation with the relevant contracting party carry through the procurement process specified (...) and provide support and advice to the contracting authority (...),</p> <p>(e) liaise with the contracting authority at all stages of the PPP Agreement, but particularly with respect to the PPP Projects proposals, value for money assessment, the output specification, the performance measurement system and the payment mechanism, prequalification criteria in private partner selection process, assessing technical proposals, negotiating and drafting the PPP Agreements, continued monitoring of the PPP Agreements by the contracting authority, and analysing the lessons learnt;</p> <p>(f) liaise with NPPA, pursuant to Section 39, to ensure transparency and compliance with private partner selection process;</p> <p>(g) coordinate activities of the Government of Sierra Leone in relation to PPP Projects, including promotion of the social PPP projects in the area of corporate social responsibility;</p> <p>(h) manage the private partner selection process for PPP Projects;</p> <p>(i) support negotiations of PPP Agreements for PPP Projects with the contracting authority;</p> <p>(j) ensure continued monitoring and evaluations of PPP Agreements by the PPP Unit if</p>

	<p>there is no statutory utility sector regulator;</p> <p>(k) Process all unsolicited proposals for PPP Projects,</p> <p>(...) (2) (...) consider each PPP Project proposal developed by a contracting authority, with the accompanying feasibility study, and give recommendations to the applicable contracting authority as to whether the proposed PPP Project- (i) is affordable to the contracting authority; (ii) ensures value for money; (iii) the appropriate transfer of risk and (iv) is otherwise feasible</p>
PPP Preparation	
8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Accounting liabilities (explicit and implicit,	No

direct and contingent) arising from PPPs.	
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 International Public Sector Accounting Standards (IPSAS).	n/a
Accounting and reporting according to other international standard (e.g. European System of Accounts).	n/a
Please specify:	The contributors mentioned the government use a methodology based on the IPSAS.
Other.	n/a
Please specify:	n/a
9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other	n/a

authority(s) approve the PPP project before launching the procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?	
If yes, please specify the relevant authority	The Cabinet
and provide the relevant legal/regulatory provisions (if any):	Section 38 of the PPP Act states the Cabinet has to approve the project before launching the procurement process.
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?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
10. Does the procuring authority use transaction advisors during the PPP project cycle?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Section 18 of the PPAAct, A procurement committee shall consist of the following five members:– ... (10) Additional rotating members may be drawn to provide necessary technical legal and business expertise to the procurement committee.</p> <p>We note that Section 20 provides: (1) There is hereby established a body to be known as the Independent Procurement Review Panel, referred to in this Act as “the Panel”, for the purpose of conducting independent administrative review of challenges to the process of the award of decisions and complaints arising out of this Act.</p>

	<p>...</p> <p>(6) The Panel may engage the services of such consultants and advisers, or co-opt persons with specialized expertise as it may require for the proper and efficient discharge of its functions and such persons shall not have any voting power in decision making.</p> <p>Finally, According to Section 30 of the PPP Act: The Unit may engage the services of such consultants or experts as it may consider necessary for the proper and efficient performance of its functions under this Act.</p>
<p>11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year 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>No</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.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.	Yes
If yes, please elaborate:	Although the regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice. As our public official explained, it is done to ensure that the Government agenda is achieved (PRSP III coined as Agenda for Property)
The procuring authority does not evaluate PPPs against existing government priorities.	No
Please elaborate and provide examples:	n/a
11.1. Based on your experience, is it always the case that this prioritization is done in practice in	Yes

accordance with the provisions of the regulatory framework described above?	
If yes, please specify:	In practice, the government generally evaluates the consistency of PPPs with other government investment priorities in Sierra Leone
If no, please elaborate:	n/a
12.1 Which of the following assessments are conducted when identifying and preparing a PPP in order to inform the decision to proceed with it? (check all that apply): Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)	Yes
Relevant legal/regulatory provision (if any)	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:	According to our contributors a socio-economic analysis is done in practice when identifying and preparing PPP projects
12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)	Yes
Relevant legal/regulatory provision (if any)	According to Section 27 of the PPP Act, among the activities required to be undertaken by the PPP Unit, is (g) to consider each PPP Project proposal developed by a contracting authority, with

	the accompanying feasibility study, and give recommendations to the applicable contracting authority as to whether the proposed PPP Project- (i) is affordable to the contracting authority; ...
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	No
Details:	According to our contributors the affordability assessment is not done in practice when identifying and preparing a PPP in Sierra Leone
12.3. Risk identification, allocation and assessment (risk matrix)	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?	No
Details:	According to our contributors, the risk identification and assessment is not conducted in practice in Sierra Leone in the context of PPP projects
12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives (i.e. value for money analysis, public sector comparator)	Yes
Relevant legal/regulatory provision (if any)	According to Section 27 of the PPP Act, among the activities required to be undertaken by the PPP Unit, is (g) to consider each PPP Project proposal developed by a contracting authority, with the accompanying feasibility study, and give recommendations to the applicable contracting authority as to whether the proposed PPP Project-... (ii) ensures value for money
Is there a specific methodology for the assessment?	No

If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	A comparative assessment is generally done in practice in Sierra Leone when identifying and preparing a PPP
12.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision (if any)	Section 28 of the PPP Act indicates the PPP Unit must develop financial analysis (for large projects and for the purpose of advising the Cabinet), including investment incentives offered to the private partner.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	The financial viability assessment is done in practice when identifying and preparing a PPP project in Sierra Leone
12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
12.7. Environmental impact assessment	Yes
Relevant legal/regulatory provision (if any)	According to Section 25 of the Environmental Protection Agency Act 2008: (1) The Agency shall, within fourteen days of receiving an application decide whether an environmental impact assessment is required of the project. (2) The matters set out in the Second Schedule shall be taken into consideration when a decision is being taken as to whether an environmental impact assessment is required in respect of any project.

	<p>The Second Schedule provides:</p> <p>Factors for determining whether a project requires an environmental impact assessment–</p> <p>(a) the environmental impact on the community;</p> <p>(b) the location of the project;</p> <p>(c) whether the project transforms the locality;</p> <p>(d) whether the project has or is likely to have substantial impact on the ecosystem of the locality;</p> <p>(e) whether the project results in the diminution of the aesthetic, recreational, scientific, historical, cultural or other environmental quality of the locality;</p> <p>(f) whether the project will endanger any species of flora or fauna or the habitat of the flora or fauna;</p> <p>(g) the scale of the project;</p> <p>(h) the extent of the degradation of the quality of the environment</p> <p>(i) whether the project will result in an increase in demand for natural resources in the locality;</p> <p>(j) the cumulative impact of the project together with other activities or projects, on the environment.</p>
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	The environmental impact assessment is done in practice in Sierra Leone when identifying and preparing a PPP
12.8. Consultation process with affected communities on potential impact of the PPP project	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:	The consultation process with affected communities on potential impact of the PPP project is done in practice in Sierra Leone when identifying and preparing a PPP project
13. Does the procuring authority include the assessments (indicated in	Yes

Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?	
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
and specify which of the assessments are included in the request for proposals and/or tender documents:	No Data
13.1. Are the assessments published online?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
specify the website	n/a
please specify which of the assessments are published online:	n/a
14. Does the procuring authority include a draft PPP contract in the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Section 39 of the PPP Act: ... (3) The request for submission of expressions of interest shall include at least the following- ... (c) a summary of the main required terms of the PPP Agreement to be entered into ...
If no, please elaborate	n/a

14.1. Are the tender documents published online?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
and please specify the website:	Procuring authorities websites
15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?	No
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	n/a
16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the following requirements? Obtaining the required urban permits: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring	Yes

authority (or other Government entity)	
To be established in the contract	No
Relevant legal/regulatory provision (if any)	According to Section 4 of the PPP Act: (1) A PPP Agreement shall provide for such matters as the parties consider appropriate, and shall include—... c. the assistance that a contracting authority must provide to the private partner in obtaining licences and permits to the extent necessary for the performance of the PPP Agreement;
16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	Yes
To be established in the contract	No
Relevant legal/regulatory provision (if any)	According to Section 4 of the PPP Act: (1) A PPP Agreement shall provide for such matters as the parties consider appropriate, and shall include—... c. the assistance that a contracting authority must provide to the private partner in obtaining licences and permits to the extent necessary for the performance of the PPP Agreement;
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 Government entity)	No
To be established in the contract	No
Relevant legal/regulatory provision (if any)	Section 7 of the PPP Act provides that: (1) A contracting authority shall make available to the private partner or, as appropriate, shall be authorised to request from another relevant public authority pursuant to any relevant legislation, for the private partner to obtain the rights related to the site indicated in the PPP Agreement, including the title thereto or utility connections, as may be necessary for the performance of the PPP Agreement. (2) Any compulsory acquisition of land that may be required for the performance of a PPP Agreement shall be carried out in accordance with the applicable law.
16.5. Obtaining the required right of way: 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)	Section 8 of the PPP Act states the following: “A contracting authority or other public authority under the terms of any law and a PPP Agreement shall make available and assist the private partner to enjoy the right to enter upon, transit through or do work or fix installations upon property of third parties required for the performance of the PPP Agreement.”
PPP Procurement	
18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Section 48 of the PPP Act, (2) An evaluation committee shall include representatives of the contracting authority, the Unit, the Ministry of Finance and the Ministry of Justice.
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	Yes

authority issue a public procurement notice of the PPP project?	
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	According to Section 37 of the PP Act, 37. (1) Public procurement shall be undertaken by means of advertised open bid processes, to which equal access shall be provided to all eligible and qualified bidders without discrimination
19.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	Often published on procuring entities' websites
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):	Section 24 of the PP Act establishes that "the procuring entity shall set the deadline for submission of bids, applications for prequalification and expressions of interest so as to allow sufficient time for their preparation and submission, with a view to maximising competition, in accordance with the minimum periods set in sections 39 and 40." The minimum time for international tender process is 6 weeks.
and the time in calendar days:	42
22.1. In a case comparable to the case study	No

assumptions, which are the procurement procedures available and/or set as default for PPP projects? Open tendering: Available	
Default	Yes
Relevant legal/regulatory provision (if any)	Sections 38-52 of the PPP Act establishes a competitive procedure as default (and Sections 53 and following provide for exceptional circumstances authorizing award without competitive procedures)
22.2. Restricted tendering (with pre-qualification stage): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	<p>According to Section 41 of the PPP Act: 41. (1) A contracting authority, or the Unit, when requesting the submission of expressions of interest, may allow bidders to form bidding consortia in accordance with the terms and conditions imposed by the contracting authority and, in such a case, the bidding consortium shall demonstrate its qualifications, in accordance with Section 40 relating to the consortium as a whole as well as to its individual members.</p> <p>(2) Unless otherwise indicated in the pre-selection bidding documents, each member of a consortium may participate, either directly or indirectly, in only one consortium at the same time.</p> <p>(3) When considering the qualifications of bidding consortia, the contracting authority or the Unit shall consider the capabilities of each of the consortium's members and assess whether the combined qualifications of the consortium's members are adequate to meet the needs of all aspects of PPP Project.</p>
22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	According to Section 45 of the PPP Act: (1) A contracting authority, in conjunction with the Unit, may use a two-stage bidding procedure when it is not feasible to describe fully the characteristics of the PPP Project in the initial request for proposals.
22.4. Competitive dialogue: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.5. Direct negotiation with	No

more than one candidate: Available	
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.6. Direct negotiation with only one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.7 Other. Specify:	No
Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Section 48 of the PP Act, (8) The invitation to bid or to prequalify, as the case may be, shall include information on—</p> <ul style="list-style-type: none"> (a) the identity and address of the procuring entity; (b) the nature and time-frame of the procurement, including the place of delivery of goods or services, and the location of any works; (c) the manner of obtaining and the price of the bidding documents, or, if applicable, the prequalification documents; (d) the place and deadline for submission of bids, or of applications to prequalify; (e) such other matters as the Authority may by statutory instrument prescribe. <p>Furthermore, Section 49 provides: (2) A procuring entity shall provide, in an expeditious and non-discriminatory manner, the bidding documents to all potential bidders that respond to the invitation to bid or, in the case of prequalification, to all bidders that have been prequalified, and the price that may be charged for the bidding documents shall reflect only the cost of printing and distributing the documents.</p> <p>(3) The bidding documents shall inform bidders of—</p> <ul style="list-style-type: none"> (a) the nature and time frame of the procurement, including, but not limited to the technical specifications or drawings as the case may be, terms of reference, the

	<p>contractual terms of the procurement, and the manner of entry into force of the contract;</p> <p>(b) bidder qualification requirements if a prequalification procedure was not followed;</p> <p>(c) information as to site visits and pre-bid conferences;</p> <p>(d) instructions for preparation and submission of bids, including the deadline for submission of bids, time and place of bid opening;</p> <p>(e) components to be reflected in the price, the currency or currencies in which the bid price may be stated, and the currency and related exchange rate to be used for comparison of bids;</p> <p>(f) the criteria and methodology for evaluation of bids and the selection of the successful bidder, which shall all be quantified in monetary terms or expressed in the form of pass or fail requirements, if possible, or, where not possible, by relative weights and when considering evaluation criteria, the procuring entity shall consider only the following - (i) the bid price, subject to any margin of preference applied pursuant to section 36; ...</p> <p>(g) the preference, if any, for domestic goods and contractors as the Authority may by statutory instrument prescribe.</p> <p>(h) any grouping of goods, works or services into lots and packages and the manner of evaluation of the lots and packages;</p> <p>(i) whether alternatives to the technical or contractual specifications would be considered and, if so, how those alternatives would be evaluated;</p> <p>(j) if suppliers are permitted to submit bids for only a portion of the goods, works or services to be procured, a description of the portion or portions for which bids may be submitted;</p> <p>(k) the required validity period of bids;</p> <p>(l) the amount and acceptable forms of any required bid, performance or other security;</p> <p>(m) the conditions of contract which will be entered into with the successful bidder;</p> <p>(n) notice of conflict-of-interest restrictions and anti-fraud and corruption rules;</p> <p>(o) the manner in which bidders may obtain review of actions, omissions and decisions of the procuring entity; and,</p> <p>(p) such other matters as the Authority may by statutory instrument prescribe.</p>
If no, please elaborate:	n/a
22.9. Do the tender documents specify the prequalification/s hortlisting criteria (when applicable) in order to make them available to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Section 42 of the PPP Act: (1) A contracting authority, in conjunction with the Unit, shall evaluate the qualifications of each bidder that has submitted an expression of interest for pre-selection, applying only the criteria that are set forth in the pre-selection bidding documents and this Act.
22.10. Based on your experience, is it always the case that the specified criteria	Yes

are respected in practice?	
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	The pre-qualification criteria specified in the tender documents are always respected in practice in Sierra Leone
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):	Section 47 of the PPP Act establishes that:(1) A contracting authority, in conjunction with the Unit, may, whether on its own initiative or as a result of a request for clarification by a bidder, review and, as appropriate, clarify or revise any element of a request for proposals.
23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Section 47 of the PPP Act establishes that: (2) A contracting authority and the Unit shall indicate in the record of the selection proceedings to be kept pursuant to Section 58 the nature of, and the justification for, any clarification or revision to the request for proposals, which shall be communicated to all bidders, in the same manner as the request for proposals, at a reasonable time prior to the deadline for submission of proposals.
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:	According to our contributors, the procuring authority discloses the questions and clarifications regarding the public procurement notice and/or request for proposals to all bidders in practice
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):	Section 49 of the PP Act provides: ... (3) The bidding documents shall inform bidders of– ... (c) information as to site visits and pre-bid conferences;
24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the results of the pre-bid conference to all bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	Yes
If yes, please specify:	According to our contributors, disclosure of information about the pre-bid conference is usually done in practice in Sierra Leone
If no, please elaborate:	n/a
25. In a case comparable to the case study assumptions, does the procuring	Yes

authority require the bidders to prepare and present a financial model with their proposals?	
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
If no, please elaborate:	n/a
26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Section 51 of the PPP Act, (1) A contracting authority, in conjunction with the Unit shall rank all responsive proposals on the basis of the evaluation criteria and prepare an evaluation report, identifying the preferred bidder. (2) For complex PPP Projects, a contracting authority, in conjunction with the Unit shall submit its evaluation report to the Cabinet for approval.
Evaluation criteria is not set in the tender documents	No
27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where	No

only one proposal is submitted.	
Please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.	Yes
Please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
The procuring authority does not award a PPP contract if only one proposal is submitted.	No
Please provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework does not include any provisions.	No
28. Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Section 26 of the PP Act mandates the publication of the notice of award. It provides: The procuring entity shall promptly publish in the Gazette and any newspaper of wide national circulation notice of each contract award in which the price of the contract exceeds the threshold set in the First Schedule, indicating the contract price and the name and address of the successful bidder.
28.1. If yes, is the public procurement award notice published online?	Yes

If yes, please specify the website:	http://publicprocurement.gov.sl/files/contract_awards.pdf
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):	Section 27 of the PP Act mandates to debrief the unsuccessful bidder(s). It provides: The procuring entity shall soon after a successful bidder has been identified, inform the unsuccessful bidder(s) of the reason for which their respective bids were unsuccessful.
If no, please elaborate:	n/a
29.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Section 27 of the PP Act mandates to debrief the unsuccessful bidder(s). It provides: The procuring entity shall soon after a successful bidder has been identified, inform the unsuccessful bidder(s) of the reason for which their respective bids were unsuccessful.
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	n/a

set out in the notice of intention to award?	
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?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
31.1. Based on your experience, is it always the case that this restriction is respected in practice?	n/a
If yes, please specify:	n/a
If no, please elaborate:	n/a
32. Does the procuring authority publish the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
32.1. If yes, which of the following options best describes this	n/a

publication (choose only one)?: Publication of the full PPP contract including all its annexes and appendixes	
Publication of the full PPP contract without including all its annexes and appendixes	n/a
Publication of a summary of the PPP contract without publishing the full PPP contract	n/a
Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes	n/a
Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes	n/a
32.2. If yes, is it published online?	n/a
If yes, please specify the website:	n/a
32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a

PPP Contract Management	
41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Section 23 of the PPP Act provides: 23. The PPP Unit and, where appropriate, the statutory utility sector regulator (being delegated by Cabinet), shall have the responsibility for oversight of PPP Agreements to ensure they are properly implemented, managed, enforced, monitored and reported on by the private partner.</p> <p>Also, according to Section 27 of the PPP Act, the Unit shall ... (o) provide annual reports for the consideration of the Cabinet regarding the management by contracting authorities of all on-going PPP Projects; (p) provide emergency reports, as required, to the Cabinet regarding the management by a contracting authority of any PPP Projects under stress</p> <p>Furthermore, and more generally, Section 30 of the PP Act establishes that “The procuring entity shall be responsible for the administration of contracts into which it enters, as well as the monitoring of the performance of such contracts.”</p>
41.1. If yes, which of the following tools does it include (check all that apply)?: Establishment of a PPP contract management team	Yes
Relevant legal/regulatory provisions (if any):	No regulatory basis
Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa	Yes

Relevant legal/regulatory provisions (if any):	No regulatory basis
Elaboration of a PPP implementation manual or an equivalent document	Yes
Relevant legal/regulatory provisions (if any):	No regulatory basis
Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)	Yes
Relevant legal/regulatory provisions (if any):	No regulatory basis
Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)	Yes
Relevant legal/regulatory provisions (if any):	No regulatory basis
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	No

and/or its members are required to meet detailed qualifications.	
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are required to meet sufficient qualification without specific details.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
The PPP contract management team members are not required to meet any specific qualifications.	No
Please elaborate and provide examples:	n/a
42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a

42.1. If yes, is the PPP contract construction performance information made available to the public?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
42.2. If yes, is the PPP contract construction performance information made publicly available online?	n/a
If yes, please specify the website:	n/a
43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Section 27 of the PPP Act, the Unit shall... "(j) ensure continued monitoring and evaluations of PPP Agreements by the PPP Unit if there is no statutory utility sector regulator". Section 23 of the PPP Act provides that: "The PPP Unit and, where appropriate, the statutory utility sector regulator (being delegated by Cabinet), shall have the responsibility for oversight of PPP Agreements to ensure they are properly implemented, managed, enforced, monitored and reported on by the private partner."</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	No

documents and the PPP contract	
Relevant legal/regulatory provisions (if any)	n/a
The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract	No
Relevant legal/regulatory provisions (if any)	n/a
The private partner must provide the procuring or contract management authority with periodic operational and financial data	Yes
Relevant legal/regulatory provisions (if any)	According to Section 4 of the PPP Act, the PPP agreement shall provide for such matters as ... (g) the extent of the private partner's obligation to provide the contracting authority, as appropriate, with reports and other information on its operations; Section 23 of the PPP Act provides: 23. The PPP Unit and, where appropriate, the statutory utility sector regulator (being delegated by Cabinet), shall have the responsibility for oversight of PPP Agreements to ensure they are properly implemented, managed, enforced, monitored and reported on by the private partner.
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	No
Relevant legal/regulatory provisions (if any)	n/a
The PPP contract performance information must	No

be available to the public	
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) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):	Section 12 of the PPP Act provides: (1) A controlling interest in a private partner's company may be transferred to third parties only with the consent of the contracting authority, given in accordance with the terms of the PPP Agreement. (2) A PPP Agreement shall set forth the conditions under which the consent of the contracting authority shall be given pursuant to subsection (1).
45.1. If yes, which of the following	No

<p>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>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</p>	n/a
<p>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</p>	No
<p>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</p>	No
<p>In other cases, flexibility to change the ownership structure and/or assign the contract.</p>	Yes
<p>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</p>	<p>Article 12 of the PPP Act defines changes in controlling interest broadly. Specifically, "Transfer of controlling interest in private partner 13. (1) A controlling interest in a private partner's company may be transferred to third parties only with the consent of the contracting authority, given in accordance with the terms of the PPP Agreement. (2) A PPP Agreement shall set forth the conditions under which the consent of the contracting authority shall be given pursuant to subsection (1)."</p>
<p>46. Does the regulatory framework</p>	Yes

<p>(including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</p>	
<p>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</p>	<p>According to Section 15 of the PPP Act, (1) ... a PPP Agreement shall set out the extent to which a private partner is entitled to a revision of the PPP Agreement with a view to providing compensation in the event that the costs of the private partner’s performance of the agreement have substantially increased or that the value the private partner receives for such performance has substantially diminished as compared with the costs and the value of performance originally foreseen, as a result of -</p> <p>(a) changes in economic or financial conditions of such a nature and scale that they could not be attributed to the management, operation or other projects risks already undertaken by the private partner under the conditions of the PPP Agreement; or</p> <p>(b) changes in legislation not specifically applicable to the PPP Agreement; provided that the economic, financial, or legislative changes after the conclusion of the PPP Agreement;</p> <p>(i) are beyond the control of the private partner; and (ii) are of such a nature that the private partner could not reasonably be expected to have taken them into account at the time the PPP Agreement was negotiated or have avoided or overcome their consequences</p> <p>(2) A PPP Agreement shall establish procedures for revising the terms of the PPP Agreement following the occurrence of the circumstances described in subsection (1).</p> <p>(3) A PPP Agreement shall specify rights of the contracting authority to make changes to the works or services which private partner must perform under the PPP Agreement and any compensation payable in such circumstances.</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/s tandard 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</p>	<p>No</p>

all that apply): A change in the scope and/or object of the contract.	
If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):	n/a
A change in the risk allocation of the contract.	No
If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):	n/a
A change in the financial and/or economic balance of the contract.	Yes
If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):	<p>According to Section 15 of the PPP Act, (1) ... a PPP Agreement shall set out the extent to which a private partner is entitled to a revision of the PPP Agreement with a view to providing compensation in the event that the costs of the private partner's performance of the agreement have substantially increased or that the value the private partner receives for such performance has substantially diminished as compared with the costs and the value of performance originally foreseen, as a result of -</p> <p>(a) changes in economic or financial conditions of such a nature and scale that they could not be attributed to the management, operation or other projects risks already undertaken by the private partner under the conditions of the PPP Agreement; or</p> <p>(b) changes in legislation not specifically applicable to the PPP Agreement; provided that the economic, financial, or legislative changes after the conclusion of the PPP Agreement;</p> <p>(i) are beyond the control of the private partner; and (ii) are of such a nature that the private partner could not reasonably be expected to have taken them into account at the time the PPP Agreement was negotiated or have avoided or overcome their consequences</p> <p>(2) A PPP Agreement shall establish procedures for revising the terms of the PPP Agreement following the occurrence of the circumstances described in subsection (1).</p> <p>(3) A PPP Agreement shall specify rights of the contracting authority to make changes to the works or services which private partner must perform under the PPP Agreement and any compensation payable in such circumstances.</p>
A change in the duration of the contract.	No
If yes, please provide the relevant	n/a

legal/regulatory/s tandard contractual provisions (if any):	
A change in the agreed price or tariff.	Yes
If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):	<p>According to Section 15 of the PPP Act, (1) ... a PPP Agreement shall set out the extent to which a private partner is entitled to a revision of the PPP Agreement with a view to providing compensation in the event that the costs of the private partner’s performance of the agreement have substantially increased or that the value the private partner receives for such performance has substantially diminished as compared with the costs and the value of performance originally foreseen, as a result of -</p> <p>(a) changes in economic or financial conditions of such a nature and scale that they could not be attributed to the management, operation or other projects risks already undertaken by the private partner under the conditions of the PPP Agreement; or</p> <p>(b) changes in legislation not specifically applicable to the PPP Agreement; provided that the economic, financial, or legislative changes after the conclusion of the PPP Agreement;</p> <p>(i) are beyond the control of the private partner; and (ii) are of such a nature that the private partner could not reasonably be expected to have taken them into account at the time the PPP Agreement was negotiated or have avoided or overcome their consequences</p> <p>(2) A PPP Agreement shall establish procedures for revising the terms of the PPP Agreement following the occurrence of the circumstances described in subsection (1).</p> <p>(3) A PPP Agreement shall specify rights of the contracting authority to make changes to the works or services which private partner must perform under the PPP Agreement and any compensation payable in such circumstances.</p>
46.3. Can the procuring authority unilaterally modify a PPP contract?	No
If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):	n/a
47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of	Yes

the PPP contract? (check all that apply): Force Majeure	
If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):	Section 4 of the PPP Act provides that the PPP Agreement shall provide for such matters as... (l) the extent to which either party may be exempt from liability for failure or delay to comply with any obligation under the PPP Agreement owing to circumstances of force majeure;
Material Adverse government action .	No
If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):	n/a
Change in the Law.	Yes
If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):	According to Section 14 of the PPP Act, 14. A PPP Agreement shall set out the extent to which a private partner is entitled to compensation in the event that the cost of the private partner's performance of the PPP Agreement has substantially increased or that the value that the private partner receives for such performance has substantially diminished, as compared with the costs and the value of performance originally foreseen, as a result of changes in legislation specifically applicable to the PPP Agreement.
Refinancing.	No
If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):	n/a
Subcontracting and replacement of the subcontractors.	No
If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):	n/a
48. Does the regulatory framework	Yes

(including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the implementation of PPP contracts?	
If yes, please specify and provide the relevant legal/regulatory/s tandard contractual provisions (if any):	<p>According to Section 58 of the PPP Act, 58. A bidder that claims to have suffered or that may suffer loss or injury due to a breach of a duty imposed on a contracting authority or the Unit under this Act or any other enactment, may seek a review of the matter through the complaints procedure provided for in the Public Procurement Act, 2004.</p> <p>Additionally, according to Section 61 (1) Any disputes between the contracting authority and the private partner shall be settled through the dispute settlement mechanisms agreed by the parties or, in the event of a failure of such mechanisms, in accordance with the applicable Sierra Leone legislation.</p> <p>(2) The parties may agree to binding international arbitration, which will form part of PPP Agreements, mediation facilitated by the Unit or a statutory utility sector regulator, if established.</p> <p>62. The Unit shall require private and public partners to establish efficient mechanisms for handling claims submitted by its customers or users of the PPP Project where the private partner provides services to the public or operates a PPP Project which is accessible to the public.</p>
48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body	<p>No</p>
If yes, please specify:	<p>n/a</p>
Local courts	<p>Yes</p>
Domestic arbitration	<p>No</p>
International arbitration	<p>Yes</p>
Investor-State Dispute Settlement (ISDS)	<p>Yes</p>
Mediation	<p>Yes</p>

Please provide the relevant legal/regulatory/standard contractual provisions (if any)	<p>According to Section 61 (1) Any disputes between the contracting authority and the private partner shall be settled through the dispute settlement mechanisms agreed by the parties or, in the event of a failure of such mechanisms, in accordance with the applicable Sierra Leone legislation.</p> <p>(2) The parties may agree to binding international arbitration, which will form part of PPP Agreements, mediation facilitated by the Unit or a statutory utility sector regulator, if established.</p> <p>62. The Unit shall require private and public partners to establish efficient mechanisms for handling claims submitted by its customers or users of the PPP Project where the private partner provides services to the public or operates a PPP Project which is accessible to the public.</p>
48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration	<p>n/a</p>
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	<p>n/a</p>
International arbitration	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	<p>New York Convention</p>
Investor-State arbitration	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	<p>Sierra Leone is a member of the ICSID convention</p>
49. Does the regulatory framework (including standard contractual clauses) allow for	<p>No</p>

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

regulates the lender step-in rights.	
If yes, please specify and provide the relevant legal/regulatory/s tandard contractual provisions (if any):	n/a
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/s tandard 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/s tandard contractual provisions (if any):	n/a
Other.	n/a
Please Specify:	n/a
51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for	Yes

termination of a PPP contract?	
If yes, please specify and provide the relevant legal/regulatory/s tandard contractual provisions (if any):	<p>According to Sections 19, 20 and 21 of the PPP Act:</p> <p>19. A contracting authority on the authorisation of Cabinet or delegated role to the PPP Unit may terminate a PPP Agreement-</p> <p>(a) when it can no longer be reasonably expected that the private partner will be able or willing to perform its obligations, owing to insolvency, material default or otherwise, as agreed in the PPP Agreement; or</p> <p>(b) for compelling reasons of national or public interest, subject to payment of compensation to the private partner, as agreed in the PPP Agreement.</p> <p>(c) as otherwise provided in the PPP Agreement.</p> <p>20. A private partner shall not terminate a PPP Agreement except under the following circumstances:-</p> <p>(a) when there is material default by the contracting authority of its obligations under the PPP Agreement;</p> <p>(b) if the conditions for a revision of the PPP Agreement under subsection (1) of Section 15 and respective PPP Agreement provisions are met, but the parties have failed to agree on a revision of the PPP Agreement and the PPP Agreement becomes impossible to perform.</p> <p>21. Either party has the right to terminate a PPP Agreement for the reasons set out in sections 17, 19 and 20.</p>
51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?	<p>Yes</p>
If yes, please specify and provide the relevant legal/regulatory/s tandard contractual provisions (if any):	<p>According to Section 22 of the PPP Act: A PPP Agreement shall stipulate how compensation due to either party shall be calculated in the event of termination of the PPP Agreement and shall provide, where appropriate, for compensation for the fair value of works performed under the PPP Agreement, costs incurred or losses sustained by either party, including, as appropriate; lost profits subject to independent assessment pursuant to section 61 of this Act.</p>
Unsolicited Proposals	
34. Are unsolicited proposals in Sierra Leone: (choose only one): Explicitly prohibited by the	<p>No</p>

legal framework? (If prohibited, skip to section F)	
Explicitly allowed by the legal framework?	Yes
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)	No
If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions	According to Section 60 of the PPP Act: 60. A contracting authority may receive, consider, evaluate and accept unsolicited proposals for PPP Projects, which shall be considered and implemented, upon approval of Cabinet, in accordance with section, 25 (4) (e) and subsection 5 and sections 53 and 54, only after the submission of an independent feasibility study and compliance with good governance transparency obligation and procurement provisions and the laws of Sierra Leone.
35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any)	According to Section 25 of the PPP Act, the Cabinet is in charge to (d) refer any unsolicited proposals received by it to an appropriate contracting authority for examination and evaluation pursuant to section 60, once the proponents have submitted an independent feasibility report; ...
35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	Yes

If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Section 60 of the PPP Act: A contracting authority may receive, consider, evaluate and accept unsolicited proposals for PPP Projects, which shall be considered and implemented, upon approval of Cabinet, in accordance with section, 25 (4) (e) and subsection 5 and sections 53 and 54, only after the submission of an independent feasibility study and compliance with good governance transparency obligation and procurement provisions and the laws of Sierra Leone.</p>
36. Which of the following options best describe how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.	<p>No</p>
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.	<p>Yes</p>
If yes, please provide the relevant	<p>No regulatory basis</p>

legal/regulatory provisions (if any):	
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 with the unsolicited proposal?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>The law does not provide any specific rules in this regard, but we understand that the procuring authority could, if it chooses to, initiate a competitive PPP procurement procedure when proceeding with unsolicited procedure, especially through the definition of Swiss Challenge provided in Section 1 of the PPP Act. "Swiss Challenge" is a part of the project procurement phase of the PPP Project, whereby the contracting authority, which has received an unsolicited proposal for a PPP project, under the agreed conditions and procedures (which might include the first-mover incentives) can invite the third parties on a competitive basis to match or exceed the conditions of the unsolicited proposal".</p> <p>We further understand that it is optional for the government to choose to proceed with the competitive road or not through Section 25 of the PPP Act stating: (5) Swiss Challenge or similar market test procedures may be deemed unnecessary by Cabinet on the grounds of and for the reasons that: the project was advanced at the time the Act came into force or there would be undue delay in project delivery; or the clear competitiveness of the private sector investment plan; or acceptable track record of delivery of similar projects; or proven value for money.</p>
38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	Yes
If yes, please provide the	Section 24 of the PP Act establishes that "the procuring entity shall set the deadline for submission of bids, applications for prequalification and expressions of interest so as to

relevant legal/regulatory provisions (if any):	allow sufficient time for their preparation and submission, with a view to maximising competition, in accordance with the minimum periods set in sections 39 and 40.” The minimum time for international tender process is 6 weeks.
and the time in calendar days:	42
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.	No
39.2 Developer’s fee (reimbursing the original proponent for the project development cost).	n/a
39.3 Bid Bonus.	No
39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).	Yes
39.5 Other.	No
Please specify:	n/a
Please provide the relevant legal/regulatory provisions (if any):	Section 1 of the PPP Act provides for: “Swiss Challenge” as a part of the project procurement phase of the PPP Project, whereby the contracting authority, which has received an unsolicited proposal for a PPP project, under the agreed conditions and procedures (which might include the first-mover incentives) can invite the third parties on a competitive basis to match or exceed the conditions of the unsolicited proposal”.