

## PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN TUNISIA

SURVEY QUESTION	ANALYSIS
<b>PPP Regulatory Framework</b>	
<b>2. Does the regulatory framework in your country allow procuring PPPs?</b>	Yes
<b>If yes, please specify the relevant regulatory framework and the year of adoption:</b>	<p>The PPP specific law in Tunisia is: Law n. 2015-49 dated 27 November 2015 related to contracts between the public and the private sector (PPP) and published in the Official gazette dated 1st December 2015 (Hereinafter the PPP Law).</p> <p>The implementing decrees are the following:</p> <ul style="list-style-type: none"> <li>- Decree No. 2016-771 of 20 June 2016, about the composition and prerogatives of the Strategic Council for Public Private Partnership</li> <li>- Decree No. 2016-772 of 20 June 2016, about the conditions and procedures for the award of public-private partnership contracts.</li> <li>- Decree No. 2016-1104 of 4 July 2016 fixing the conditions and procedures for determining the consideration paid by the public party to the project company and determining the terms and conditions for the assignment or Pledging of receivables under public-private partnership contracts.</li> <li>- Decree No. 2016-1185 of 14 October 2016, laying down the organization and powers of the general public-private partnership.</li> </ul> <p>Additionally, Decree No. 2014-1039 covers both PPPs and concession contracts. Although PPP and Concession contracts are both governed by the same Unit (l'Instance nationale des PPP), this new law still coexist with the previous concession laws: In fact, PPP in Tunisia was previously governed by Law No. 2008-23 dated on April 1st 2008 relating to the concessions regime (referred to as the "Concessions Law"). Based on such law, decrees were enacted in order to describe the Concessions procedures and regime: (i) the Concession Procurement Decree No. 2010-1753 of July 19, 2010 setting the conditions and procedures of grant of the concessions complemented by Decree No. 2013-4631; (ii) Decree n 2008-2965 dated 8 September 2008, on the establishment of a unit in charge of the follow-up on concessions, (iii) Decree No. 2013-4631 amending Decree No. 2010-1753, and (iv) Decree No 2013-4630 of November 18, 2013 creating the Concessions Follow-up Unit within the Government Presidency (Unité de Suivi des Concessions au sein de la Présidence du Gouvernement), that substituted and repealed the original Decree No. 2008-2965 of September 8, 2008, creating the Concessions Follow-up Unit.</p>
<b>and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:</b>	<p>Law n. 2015-49: <a href="http://www.legislation.tn/sites/default/files/fraction-journal-officiel/2015/2015F/096/Tf2015491.pdf">http://www.legislation.tn/sites/default/files/fraction-journal-officiel/2015/2015F/096/Tf2015491.pdf</a></p> <p>Decree No. 2016-771: <a href="https://www.cmf.tn/sites/default/files/pdfs/reglementation/textes-reference/dec_2016772_200616_fr.pdf">https://www.cmf.tn/sites/default/files/pdfs/reglementation/textes-reference/dec_2016772_200616_fr.pdf</a></p> <p>Decree No. 2016-772: <a href="https://www.cmf.tn/sites/default/files/pdfs/reglementation/textes-">https://www.cmf.tn/sites/default/files/pdfs/reglementation/textes-</a></p>

	<p>reference/dec_2016771_200616_fr.pdf  Decree No. 2016-1104: <a href="http://www.legislation.tn/sites/default/files/fraction-journal-officiel/2016/2016F/071/Tf201611043.pdf">http://www.legislation.tn/sites/default/files/fraction-journal-officiel/2016/2016F/071/Tf201611043.pdf</a>  Decree No. 2016-1185: <a href="http://www.legislation.tn/sites/default/files/fraction-journal-officiel/2016/2016F/085/Tf201611853.pdf">http://www.legislation.tn/sites/default/files/fraction-journal-officiel/2016/2016F/085/Tf201611853.pdf</a>  Decree No. 2013-4631:  <a href="http://www.legislation.tn/en/detailtexte/D%C3%A9cret-num-2013-4631-du-18-11-2013-jort-2013-095__2013095046313?shorten=c1Ua">http://www.legislation.tn/en/detailtexte/D%C3%A9cret-num-2013-4631-du-18-11-2013-jort-2013-095__2013095046313?shorten=c1Ua</a>  Decree No. 2013-4631:  <a href="http://www.legislation.tn/en/detailtexte/D%C3%A9cret-num-2013-4630-du-18-11-2013-jort-2013-095__2013095046303?shorten=c1UT">http://www.legislation.tn/en/detailtexte/D%C3%A9cret-num-2013-4630-du-18-11-2013-jort-2013-095__2013095046303?shorten=c1UT</a>  <a href="http://www.mincom.tn/index.php?id=2096&amp;L=0">http://www.mincom.tn/index.php?id=2096&amp;L=0</a></p>
<p><b>2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?</b></p>	<p>Yes</p>
<p><b>Please describe:</b></p>	<p>1. Decree No. 2016-771 of 20 June 2016, laying down the composition and prerogatives of the Strategic Council for Public Private Partnership  2. Decree No. 2016-772 of 20 June 2016, laying down the conditions and procedures for the award of public-private partnership contracts.  3. Decree No. 2016-782 of 20 June 2016, laying down the procedures for maintaining the register of rights in rem for buildings, structures and fixed equipment built under the terms of a public-private partnership contract  4. Decree No. 2016-1104 of 4 July 2016 concerning the fixing of the conditions and procedures for determining the consideration paid by the public entity to the project company and determining the terms and conditions for the assignment or Pledging of receivables under public-private partnership contracts.  5. Decree No. 2016-1185 of 14 October 2016, laying down the organization and powers of the general public-private partnership body.</p>
<p><b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b></p>	<p>Yes</p>
<p><b>Please describe:</b></p>	<p>The terms of reference and the standard contracts of PPP are being drafted, Furthermore, the PPP Committee and the nomination of its president are being worked on</p>
<p><b>3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.</b></p>	<p>No</p>

<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>3.2 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Energy generation and distribution.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>3.4 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Telecom</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>3.5 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other</b>	No
<b>If yes, specify and provide the relevant legal/regulatory provisions:</b>	n/a
<b>4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provision (if any):</b>	n/a

<b>5. Please identify the PPP procuring authorities in Tunisia and provide their website(s) (if available):</b>	<p>The Concessions Law and the PPP Law do not determine a unique PPP procuring authority, but they mention in article 3 that the public service is procured under the control of the public person entitled to grant it. This includes the Prime Minister and the Ministries of each relevant sector (the State), the local governments, public institutions and any other public establishment, companies or enterprises whose text of establishment allows them to grant concessions. Therefore, the procuring authority depends on the supervisory authority on the sector under consideration</p>
<b>6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?</b>	<p>Yes</p>
<b>If yes, please indicate its name, and its website (if available):</b>	<p>The PPP Units in Tunisia are: (1) Strategic commission for PPP is set-up with the Prime ministry and defines the national strategy in matter of PPP (law n 2015-49 article 37)(2) Private Public Partnership Head Office at Finance Ministry which intervenes in the PPP project preparation (Finance Ministry website: <a href="http://www.finances.gov.tn">www.finances.gov.tn</a>)(3) The general direction of public-private partnership (DGPPP) (<a href="http://www.finances.gov.tn/images/organigramme_DGPPP.pdf">www.finances.gov.tn/images/organigramme_DGPPP.pdf</a>)(4) The Concessions Follow-up Unit (established to The Prime Minister by decree N 2008-2965 dated 8th September 2008); and (5) the National Committee for the approval of public projects created by Decree No. 2017-394 of 29/3/2017 establishing a unified public investment management framework within the Ministry of Development, Investment and international Cooperation (approves the pipeline of projects to be included in the State budget including PPPs)</p>
<b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b>	<p>Yes</p>
<b>6.2 PPP capacity building for other public authorities.</b>	<p>Yes</p>
<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	<p>No</p>
<b>6.4 Technical support in implementing PPP projects.</b>	<p>Yes</p>
<b>6.5 Identification and selection of PPP projects from the pipeline.</b>	<p>No</p>
<b>6.6 Revision of fiscal risks born by the Government.</b>	<p>No</p>
<b>6.7 Consultation with affected communities on potential impact of PPP projects.</b>	<p>No</p>
<b>6.8 Approval of PPP projects.</b>	<p>No</p>

<b>6.9 Undertaking the procurement of PPPs.</b>	No
<b>6.10 Oversight of PPP implementation.</b>	Yes
<b>6.11 Other</b>	No
<b>6.11 please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions:</b>	<p>(1) Art. 6 of Decree No. 2016-1185 of October 14, 2016: »The control and monitoring unit of public-private partnership contracts is responsible for studying and issuing a preliminary opinion on: - the preliminary study and the form description justifying the use of the method of partnership contract, - the reports on the recounting of technical and financial offers, - the statement of reasons justifying the use of direct negotiation for the conclusion of a partnership contract, - the reports statement of reasons justifying the use of the competitive dialogue for the conclusion of a partnership contract, - draft partnership contracts to be concluded in accordance with law n ° 2015-49 of 27 November 2015, on public partnership contracts private, - draft annexes to partnership contracts. “</p> <p>(2) Art. 7 Decree No. 2016-1185 of October 14, 2016: “The unit of study, assistance and training is responsible for:</p> <ul style="list-style-type: none"> <li>- provide assistance to public persons during the preparation, award, execution and monitoring phases of concession contracts and partnership contracts,</li> <li>- support public persons in the evaluation of concession contracts and partnership contracts and their compliance with the legislation and regulations in force,</li> <li>- assist public persons in promoting concessions and partnerships at regional and local levels,</li> <li>- contribute to strengthening the capacities, skills and qualifications of public persons in the field of concession contracts and partnership contracts by all appropriate means including training, - prepare studies and propose appropriate legislative and regulatory changes in areas related to concession and partnership agreements, - preparing procedural guides and model documents for concession and partnership contracts</li> </ul> <p>(4) Art. 17 : The authority may, in the course of exercising its responsibilities, take recourse to experts to obtain their opinion on subjects that include details in the domain of technology, finance or the law.</p> <p>(10) Art. 8 - The synthesis, monitoring and audit unit is responsible for: - ensuring periodic and regular monitoring of the execution of concession contracts and partnership contracts, - conducting audit operations of concession contracts and partnership agreements concluded and to prepare audit reports to this effect, submitted to the president of the proceedings, a copy of which will be sent to the court of auditors,</p> <ul style="list-style-type: none"> <li>- prepare the annual reports on concession and partnership contracts in accordance with the principles of good governance and transparency, together with the various remarks, recommendations and suggestions for</li> </ul>

	<p>improving the implementation and effectiveness of concessions and partnership contracts, the reports are published on the electronic site of the body and submitted to the government,</p> <ul style="list-style-type: none"> <li>- maintain a national electronic register for dealers and partners based on a monitoring sheet after the award of each contract,</li> <li>- set up an electronic system for the collection, processing and analysis of data on concession and partnership contracts generally and prepare statistics on the number of contracts awarded according to purpose, the geographical distribution, the mode of conclusion and any other criterion,</li> <li>- establish a general annual census of concession contracts and partnership contracts.</li> </ul>
<b>PPP Preparation</b>	
<b>8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 7 of the PPP law No. 49-2015 provides that the assessment study is exposed to the opinion of the minister of finance
<b>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>8.3. If yes to question 8.2, which of the following alternatives best describes</b>	No

<b>the regulation?: Accounting and reporting according to International Public Sector Accounting Standards (IPSAS).</b>	
<b>Accounting and reporting according to other international standard (e.g. European System of Accounts).</b>	No
<b>Please specify:</b>	n/a
<b>Other.</b>	No
<b>Please specify:</b>	n/a
<b>9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?</b>	Yes
<b>If yes, please specify the relevant authority</b>	A General Commission is set-up with the Prime ministry which reviews the documentation and assists the public entity entering in a PPP by providing technical support and help in the preparation of partnership contracts (as well as for the conclusion and the implementation of such contracts). The General Commission gives a binding opinion regarding the PPP project.
<b>and provide the relevant legal/regulatory provisions (if any):</b>	<p>Articles 7 of the PPP law No. 49-2015 provides that: "For a project intended to be carried out in the form of a partnership contract, the public authority is required to study the various legal, economic, financial, social and technical aspects. Furthermore, it should provide evidence that the environmental impacts justify the recourse to this form of contract, (instead of other contractual forms available) ... The study is presented to the General PPP Committee (referred to in Art. 38), with a description of the project. The opinion given by the Committee must be reasoned and motivated. If approval is given, the evaluation (referred to in the second paragraph of the article) is submitted for the approval of the Minister of finance, whose opinion will be motivated.</p> <p>Furthermore, according to Art. 38, the PPP commission is created within the presidency of the government, and it is responsible, in addition to providing the tasks assigned in the PPP Law, to provide technical assistance to the public parties, and assist them in the preparation, conclusion and following-up on the execution of Public-private partnerships contracts</p>
<b>9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP</b>	Yes

<b>project before signing the PPP contract?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 19a1 of the PPP law 49-2015 provides that the PPP contract is presented to the General Commission before its signature in order to express an opinion confirming that of the procuring authority, no later than one month from the date of presentation .</p>
<b>10. Does the procuring authority use transaction advisors during the PPP project cycle?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>According to Article 32 of the PPP Law, besides the control operations that could be indicated in the PPP contract, the procuring authority has to complete, among other operations, the designation (if need be), of specialized and independent experts in order to control the execution of the contract. Furthermore, Article 38.3 of the PPP Law provides that the commission can be assisted by experts (or expert offices), within the framework of its missions, according to the principles of transparency, competition, equal opportunities and in accordance with procedures established by government decree. Also, Article 17 of Decree n 2016/1853 provides for the procedures to recruit experts and / or offices of expertise</p>
<b>11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</b>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	<p>The PPP projects are intended to be included in the national investment and development strategy. The article 4 of the PPP law states that the projects to be concluded under the PPP form must comply with the needs of the public entities previously set according to the national and local priorities and to the goals set by the development plan. For that purpose the Strategic Council for the PPP set by the PPP law (Article 37) and implemented by the mentioned Decree n 2016-771 dated 20 June</p>

	2016 is in charge of the establishment of the national strategies in the field of PPPs and stating the priorities according to the development plans directions
<b>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</b>	No
<b>If yes, please elaborate:</b>	n/a
<b>The procuring authority does not evaluate PPPs against existing government priorities.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<b>11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?</b>	Yes
<b>If yes, please specify:</b>	The PPP projects under the new specific PPP legal framework, are being prioritized in practice, in accordance with the provisions of the regulatory framework in Tunisia. Under the new form and from the enactment of the PPP law, the government selected 3 PPP pilot projects to be implemented which are included in the last Investment & development plan for Tunisia
<b>If no, please elaborate:</b>	n/a
<b>12.1 Which of the following assessments are conducted when identifying and preparing a PPP in order to inform the decision to proceed with it? (check all that apply): Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)</b>	Yes

<b>Relevant legal/regulatory provision (if any)</b>	Article 7 of the PPP Law No. 49-2015 provides that: The procuring authority should subject the PPP project to a study of the legal , economic, financial , social and technical aspects, as well as to an environmental influence study in order to justify the choice of the PPP model over other contractual forms.
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	The socio economic analysis is done in practice when identifying and preparing a PPP project in Tunisia
<b>12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Article 7al 2 of the law 49-2015 provides that the procuring authority must prepare an assessment study of the effects of completion of the PPP project on the public balance, as well as on the financial situation of the public person and the availability of appropriations necessary to accomplish the project .
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	An affordability assessment, including the identification of the required long term public commitments is done in practice when identifying and preparing a PPP project in Tunisia
<b>12.3. Risk identification, allocation and assessment (risk matrix)</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a
<b>12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives (i.e. value for</b>	Yes

<b>money analysis, public sector comparator)</b>	
<b>Relevant legal/regulatory provision (if any)</b>	Art. 3 of the decree n ° 2016-772 of June 20, 2016 provides «The procuring authority must submit the project that it plans to realize in the form of a partnership contract to a preliminary study of the different technical, financial, social, economic and impact aspects. to estimate the overall cost and economic profitability of the project based on a comparison of the different modalities to be adopted for the realization of the project as well as the appropriate financial and legal structuring »
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	A Comparative assessment is done in practice when identifying and preparing a PPP project in Tunisia in order to evaluate whether a PPP is the best option when compared to other procurement alternatives
<b>12.5. Financial viability or bankability assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Art. 5 of the decree n ° 2016-772 of June 20th, 2016 provides: “The procuring authority must prepare a study of evaluation of the impacts of the realization of the project in the form of partnership contract on the public budget, the financial situation of the public person and the availability of program credits for its implementation and the evaluation of its own ability to finance the project throughout the duration of the contract. In addition, this study must include a statement on the essential data on the possible structure of the project financing, mentioning in particular the following elements: - an estimate of the overall cost of the project on the basis of an overall evaluation of the programming expenditure, design, financing, implementation or modification, maintenance and commissioning of the project for the public body and the private partner, highlighting its evolution throughout the contract, - an estimate of the ancillary fees if they have taken place and the possible remuneration that the public person will have to pay to the private partner. - an overall estimate of the discounting transaction based on the periods and percentages adopted, - an estimate of the net present value, for the transaction of expenditure under each contractual form for the public body. “
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	According to our contributors, a financial viability or bankability assessment is done in practice when identifying and preparing a PPP project in Tunisia
<b>12.6. Market sounding and/or assessment (showing</b>	No

evidence of investors' interest in the market for the project)	
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
<b>12.7. Environmental impact assessment</b>	Yes
Relevant legal/regulatory provision (if any)	Law No. 88, 1991 and Decree No. 362, 1991 are the relevant legislations about Environmental Impact Assessment (EIA) in Tunisia
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 environmental impact assessment is not done in practice when identifying and preparing a PPP in Tunisia
<b>12.8. Consultation process with affected communities on potential impact of the PPP project</b>	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
<b>13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?</b>	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
and specify which of the assessments are included in	Economic and Financial assessments are included in the tender documents

the request for proposals and/or tender documents:	
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?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If no, please elaborate	The PPP law does not include an explicit provision requiring the procuring authority to include a draft PPP contract in the request for proposals. However, Article 8 provides that mandatory provisions regarding the PPP agreements will be defined in a Decree. (such text of application is not yet issued)
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?	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

<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	<p>Art. 27 of the law n ° 2015-49 of November 27, 2015 provides that: “The partnership contract does not exempt the obtaining of all authorizations or to comply with the specifications in relation with its execution required under the legislation in force. “</p> <p>Art. 3 decrees no. 2016-1104: “If the partnership agreement included an authorization to the project company to carry out and operate certain annexed activities related to the main project, it is necessary in this case to stipulate in the contract the expected revenues from its direct exploitation. and the rate going back to the public person of these revenues. “</p>
<b>16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	<p>Art. 25 of the law n ° 2015-49 of November 27th, 2015 provides that: “When the contract carries occupation of the public domain, it is worth authorization of occupation of this domain for its duration. The tenure, the related obligations and the rights deriving therefrom are governed by the stipulations of the partnership agreement and in accordance with the legislation in force. “</p> <p>Art. 27 of the law n ° 2015-49 of November 27, 2015 provides that: “The partnership contract does not exempt the obtaining of all authorizations or to comply with the specifications in relation with its execution and exigible under the legislation in force. “</p> <p>Art. 3 decrees no. 2016-1104: “If the partnership agreement included an authorization to the project company to carry out and operate certain annexed activities related to the main project, it is necessary in this case to stipulate in the contract the expected revenues from its direct exploitation. and the rate going back to the public person of these revenues. “</p>
<b>16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No

<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	<p>Art. 25 of the law n ° 2015-49 of November 27th, 2015 provides that: “When the contract carries occupation of the public domain, it is worth authorization of occupation of this domain for its duration. The tenure, the related obligations and the rights deriving therefrom are governed by the stipulations of the partnership agreement and in accordance with the legislation in force. “</p> <p>Art. 27 of the law n ° 2015-49 of November 27, 2015 provides that: “The partnership contract does not exempt the obtaining of all authorizations or to comply with the specifications in relation with its execution and exigible under the legislation in force. “</p> <p>Art. 3 decrees no. 2016-1104: “If the partnership agreement included an authorization to the project company to carry out and operate certain annexed activities related to the main project, it is necessary in this case to stipulate in the contract the expected revenues from its direct exploitation. and the rate going back to the public person of these revenues. “</p>
<b>16.4. Obtaining the required land: Procuring authority (or other Government entity)</b>	Yes
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	<p>Art. 25 of the law n ° 2015-49 of November 27th, 2015 provides that: “When the contract carries occupation of the public domain, it is worth authorization of occupation of this domain for its duration. The tenure, the related obligations and the rights deriving therefrom are governed by the stipulations of the partnership agreement and in accordance with the legislation in force. “</p>
<b>16.5. Obtaining the required right of way: Procuring authority (or other Government entity)</b>	Yes
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	<p>Art. 25 of the law n ° 2015-49 of November 27th, 2015 provides that: “When the contract carries occupation of the public domain, it is worth authorization of occupation of this domain for its duration. The tenure, the related obligations and the rights deriving therefrom are governed by the stipulations of the partnership agreement and in accordance with the legislation in force. “</p>
<b>PPP Procurement</b>	

<b>18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>According to Chapter 12 of Governmental decree n°2016-1185 dated 14 October 2016, fixing the organization and attributions of the General Authority for Private Public Partnership. (<a href="http://www.legislation.tn/en/actualites/governmental-decree-n%C2%B02016-1185-dated-14-october-2016-fixing-organization-and-attribution">http://www.legislation.tn/en/actualites/governmental-decree-n%C2%B02016-1185-dated-14-october-2016-fixing-organization-and-attribution</a>):</p> <p>The Committee shall be chaired by the Chairman of the Commission ... and consists of the following members:</p> <ol style="list-style-type: none"> <li>1. Administrative Judge at the rank of Counselor of the Administrative Court,</li> <li>2. A representative of the Prime Minister,</li> <li>3. A representative of the Ministry of Finance,</li> <li>4. A representative of the Ministry in charge of development and investment,</li> <li>5. A representative of the Ministry in charge of processing,</li> <li>6. Representative of the Central Bank of Tunisia,</li> <li>7. The first official on the unit to monitor and follow contracts,</li> <li>8. Senior Officer of the Unit for Monitoring and Follow-up of Partnership Contracts.</li> </ol> <p>The members of the Committee who are not members of the Commission shall be appointed by decision of the Prime Minister with a proposal from the relevant structures for a period of 5 years renewable once, and the members are renewed each 5 years...</p>
<b>The bid evaluation committee members require sufficient qualification without specific details.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>The bid evaluation committee members are not required to have any specific qualifications.</b>	<p>No</p>
<b>Please elaborate and provide examples:</b>	<p>n/a</p>
<b>19. Does the procuring authority issue a public procurement notice of the PPP project?</b>	<p>Yes</p>

<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	Article 10 of the Decree No. 2016-772 provides: “The general call for applications is published through the press or any other means of material or online and this twenty (20) days before the deadline for the receipt of applications”.
<b>19.1. If yes, is the public procurement notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	On the concerned procuring authority’s official website (depending on the nature of the PPP contract)
<b>20. Are foreign companies prohibited from participating in the bidding process?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 10 of the Decree No. 2016-772 provides that “The general call for applications is published through the press or any other means of material or online and this twenty (20) days before the deadline for the receipt of applications”.
<b>and the time in calendar days:</b>	20
<b>22.1. In a case comparable to the case study assumptions, which are the procurement procedures available and/or set as default for PPP projects? Open tendering: Available</b>	No
<b>Default</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Article 8 of the Decree 2016-772 provides that: Partnership contracts are awarded by competitive bidding. They could also be awarded in exceptional cases through competitive dialogue or by direct negotiation in accordance with conditions set out in this Act.
<b>22.2. Restricted tendering (with pre-qualification stage): Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to Article 9 of Decree N.2016-772: The restricted invitation to tender is preceded by a pre-selection and takes place in two phases: The first phase includes a general call to application opened on the basis of a Regulation which precisely sets the conditions for the participation, methodology and criteria for pre-selection of candidates. The second phase consists of inviting candidates pre-qualified to submit their technical and financial proposals

<b>22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.4. Competitive dialogue: Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Article 8 of the Decree 2016-772 provides that: Partnership contracts are awarded by competitive bidding. They could also be awarded in exceptional cases through competitive dialogue or by direct negotiation in accordance with conditions set out in this Act.
<b>22.5. Direct negotiation with more than one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.6. Direct negotiation with only one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.7 Other. Specify:</b>	No
<b>Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 16 of Decree No 2016-772 provides for the list of information that should be mentioned in the call for tender: the PPP procedure, the steps to enter into a PPP contract...
<b>If no, please elaborate:</b>	n/a
<b>22.9. Do the tender documents specify the prequalification/shortlisting criteria (when applicable) in order to make them available to all the bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 14 b) of Decree N. 2016-772 provides that the tender documents should provide references such as conditions of participation, criteria and methodology of pre-selection.

<b>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	Generally, the selection process is transparent and trustworthy, and therefore, the prequalification criteria specified in the tender documents should be respected in practice in Tunisia. However, according to some of our contributors, since the PPP contracts in their specific form as stated by the new PPP specific law are unprecedented, there are no relevant track record that can be drawn yet. The process is still under elaboration.
<b>If no, please elaborate:</b>	n/a
<b>23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 67 of the Public Procurement Decree No. 2014- provides that Control Commission must submit an evaluation report containing, among other things, the presentation of questions raised by participants about the content of the tender documents as well as any clarifications made to such documents Decree No. 2010-1753 provides in its Article 11 that the regulation of pre-qualification will specify “the conditions and deadlines available to the candidates to ask the clarifications on the pre-qualification process”. Additionally, it provides in its Article 13, that the regulation of the invitation to tender will specify in particular “the method to be followed by the tenderers to present their comments and observations concerning the projects of contractual documents of the concession and their proposals for amendments as well as the method of notification of these proposals to the conceding party and the response of the latter”.
<b>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 6 of the Public Procurement Decree provides that, among the principles to be followed, is informing the candidates by sharing the answers and clarifications to the observations and questions submitted by other candidates, at least ten days before the expiration of the deadline to receive offers. Furthermore, Article 3 of the Decree No. 2010-1753 provides: “In application of the principles mentioned in article 2 of the decree herein, it is advisable to comply with the rules of nondiscrimination between the candidates, of autonomy of the conceding parties, of adoption of clear, detailed and objective procedures of all the stages of grant of the concessions, of generalization of the communication of the answers and explanations to all the candidates, as for the requested observations and clarifications”.
<b>23.2. Based on your experience, is it always the</b>	Yes

<b>case that this disclosure of information is done in practice?</b>	
<b>If yes, please specify:</b>	Notwithstanding confidential information pertaining to the bidders, the procuring authority in Tunisia discloses the questions and clarifications about the procurement notice and call for tender, to all potential bidders in practice
<b>If no, please elaborate:</b>	n/a
<b>24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the results of the pre-bid conference to all bidders?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	n/a
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	n/a
<b>25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate:</b>	The PPP Law and the Decree n 2016-772 mention only the requirement to submit the financial proposals. There is no provision that expressly require the bidder to submit a financial model however such condition may be eventually required in the regulation of the invitation to tender.
<b>26. Does the procuring authority evaluate the proposals strictly and solely in</b>	Yes

<b>accordance with the evaluation criteria stated in the tender documents?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 34 of the Decree 2016-772 provides that the commission responsible for the preparatory stages of the PPP call for tender (as created by article 25 of the same Decree) proceed to the assessment of the candidacies in compliance with the conditions and criteria set by Article 59 of the same Decree and mandatorily mentioned in the call for tender .</p> <p>Furthermore, Article 13 of the Public Procurement Decree No. 2015-49 provides that the procuring authority should evaluate the proposals according to a predefined evaluation criteria stated in the tender documents (and it also adds specific criteria to be followed to select the best bid)Furthermore, Article 20 of the Decree No 2010-1753 provides that: “ (...) Each special sub commission created in accordance with article 8 of the Decree herein analyzes the tenders while referring in the conditions and criteria fixed by the regulation of the invitation to tender (...)”.</p>
<b>Evaluation criteria is not set in the tender documents</b>	No
<b>27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.</b>	No
<b>Please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</b>	No
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority does not award a PPP contract if only one proposal is submitted.</b>	Yes
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis

<b>The regulatory framework does not include any provisions.</b>	No
<b>28. Does the procuring authority publish the award notice?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	Article 16 of the PPP Law No. 2015-49 provides that the procuring authority should publish its decision to assign the PPP contract on the website of the concerned procuring authority (and an additional hardcopy publication should be made on designated boards in their respective spaces for eight days from the publication on the website).
<b>28.1. If yes, is the public procurement award notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	Publication on the website of the minister concerned by the procurement
<b>29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Article 42.2 of decree N. 2016-772 provides that the procuring authority should inform the non selected candidates and indicate the notifies of their non-selection.</p> <p>Article 49 of the Decree n 2016-772 provides that the procuring authority is bound to inform the non selected bidders.</p> <p>In addition it must answer to any request for information addressed to it as specified in Article 50 of the Decree.</p> <p>Furthermore (in Article 63 of the decree) the procuring authority must draft an extract of the granted PPP contract and address it to the IGPPP to be published on its website.</p> <p>The mandatory information and the model of publication of such extract are set by Article 63 of the Decree 2016-772.</p>
<b>If no, please elaborate:</b>	n/a
<b>29.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?</b>	No

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and the time in calendar days:</b>	n/a
<b>30.1. Is the standstill period set out in the notice of intention to award?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of the PPP contract in order to prevent an unfair disadvantage to the other bidders?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>31.1. Based on your experience, is it always the case that this restriction is respected in practice?</b>	n/a
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	n/a
<b>32. Does the procuring authority publish the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 63 of the Decree n 2016-772 provides that the procuring authority must draft an extract of the granted PPP contract and address it to the General Instance of PPP to be published on its website. The mandatory information and the model of publication of such extract are set by the same Article.
<b>32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP contract including all its annexes and appendixes</b>	No
<b>Publication of the full PPP contract without including all its annexes and appendixes</b>	No
<b>Publication of a summary of the PPP contract without publishing the full PPP contract</b>	Yes

<b>Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes</b>	No
<b>Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes</b>	No
<b>32.2. If yes, is it published online?</b>	Yes
<b>If yes, please specify the website:</b>	Will be published on the General Instance PPP website (IGPPP) as provided in the law, but the website has not been created yet
<b>32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>PPP Contract Management</b>	
<b>41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Art. 8 of Government Decree No. 2016-1185 of 14 October 2016: "The Synthesis, Monitoring and Audit Unit is responsible for:</p> <ul style="list-style-type: none"> <li>- periodic and regular monitoring of the execution of concession contracts and partnership contracts</li> <li>- carry out audits of the concession contracts and partnership contracts concluded and draw up audit reports to that effect, submitted to the chairman of the proceedings, a copy of which shall be sent to the Court of Auditors,</li> <li>- prepare annual reports on concession contracts and partnership contracts in accordance with the principles of good governance and transparency, including the various comments, recommendations and suggestions for improving the implementation and effectiveness of concession contracts and partnership contracts, reports are published on the electronic website of the proceeding and submitted to the government,</li> <li>- maintain a national electronic register of dealers and partners based on a tracking sheet after the award of each contract,</li> <li>- set up an electronic system for the collection, processing and analysis of data on concession contracts and partnership contracts in general and to prepare statistics on the number of contracts awarded according to the</li> </ul>

	<p>purpose, geographical distribution, method of conclusion and any other criteria,</p> <ul style="list-style-type: none"> <li>- establish a general annual census of concession contracts and partnership contracts. The Synthesis, Monitoring and Audit Unit is headed by a cadre with the rank and benefits of the Director General of Central Administration.</li> </ul>
<p><b>41.1. If yes, which of the following tools does it include (check all that apply)?:</b>  <b>Establishment of a PPP contract management team</b></p>	<p>Yes</p>
<p><b>Relevant legal/regulatory provisions (if any):</b></p>	<p>Art. 8 of Government Decree No. 2016-1185 of 14 October 2016: "The Synthesis, Monitoring and Audit Unit is responsible for:</p> <ul style="list-style-type: none"> <li>- periodic and regular monitoring of the execution of concession contracts and partnership contracts</li> <li>- carry out audits of the concession contracts and partnership contracts concluded and draw up audit reports to that effect, submitted to the chairman of the proceedings, a copy of which shall be sent to the Court of Auditors,</li> <li>- prepare annual reports on concession contracts and partnership contracts in accordance with the principles of good governance and transparency, including the various comments, recommendations and suggestions for improving the implementation and effectiveness of concession contracts and partnership contracts, reports are published on the electronic website of the proceeding and submitted to the government,</li> <li>- maintain a national electronic register of dealers and partners based on a tracking sheet after the award of each contract,</li> <li>- set up an electronic system for the collection, processing and analysis of data on concession contracts and partnership contracts in general and to prepare statistics on the number of contracts awarded according to the purpose, geographical distribution, method of conclusion and any other criteria,</li> <li>- establish a general annual census of concession contracts and partnership contracts. The Synthesis, Monitoring and Audit Unit is headed by a cadre with the rank and benefits of the Director General of Central Administration.</li> </ul>
<p><b>Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa</b></p>	<p>Yes</p>
<p><b>Relevant legal/regulatory provisions (if any):</b></p>	<p>Article 5 of Decree n. 2016-1185 about the organization and powers of the general instance of private public partnership, provides that:</p> <ul style="list-style-type: none"> <li>- The control and monitoring unit for concession contracts is responsible for studying and issuing advance notice on: <ul style="list-style-type: none"> <li>- tender documents for concession contracts to be concluded in accordance with Law No 2008-23 of 1 April 2008, concerning the concession system, the selection rules for tenders restricted by a pre-selection.</li> <li>- the file of expression of interest ...</li> <li>- the pre-selection reports for the tender procedure with pre-selection or expression of interest,</li> <li>- the reports on the examination of technical and financial tenders</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>- the explanatory memoranda justifying the recourse to the consultation or negotiation for the conclusion of a concession contract</li> <li>- the draft of concession contracts to be concluded in accordance with Law No. 2008-23 of 1 April 2008,</li> <li>- draft annexes to concession contracts.</li> </ul>
<b>Elaboration of a PPP implementation manual or an equivalent document</b>	Yes
<b>Relevant legal/regulatory provisions (if any):</b>	<p>Article 7 of Decree n.2016-1185 provides that: The unit of studies, assistance and training is responsible for:</p> <ul style="list-style-type: none"> <li>- providing assistance to procuring authorities during the preparation, allocation, execution and monitoring of concession contracts and partnership contracts, ...</li> <li>- prepare studies and propose legislative changes and regulatory measures in areas related to concession and partnership contracts,</li> <li>- prepare procedures guides and standard documents for concession and partnership contracts ...</li> </ul>
<b>Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>41.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please select only one): The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications.</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	Article 12 of Government Decree No. 2016-1185 of 14 October 2016, setting out the organization and powers of the general public-private partnership authority, provides in paragraph 2 that the commission for the control and monitoring of concession contracts and partnership agreements “consists of the following members: - an administrative judge having the rank of advisor to the administrative tribunal, - a representative of the Presidency of the

	<p>Government, - a representative of the Ministry of Finance, - a representative of the Ministry of Development and investment, - a representative of the ministry in charge of the equipment, - a representative of the central bank of Tunisia, - the first person in charge of the unit of control and follow-up of the contracts of concessions, - the first person in charge the control and monitoring unit of the partnership contracts. The members of the commission not belonging to the instance are appointed by order of the head of the government on proposal of the structures concerned, and for a period of 5 years renewable once, the renewal of the aforementioned members is carried out by half every 5 years. “</p>
<p><b>The PPP contract management team members are required to meet sufficient qualification without specific details.</b></p>	No
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	n/a
<p><b>The PPP contract management team members are not required to meet any specific qualifications.</b></p>	No
<p><b>Please elaborate and provide examples:</b></p>	n/a
<p><b>42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?</b></p>	Yes
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Articles 31 and 32 of the Law N. 2015-49 provide for the control of execution of partnership contracts.</p> <p>Art. 31 provides the following: The project company is required to periodically communicate to the procuring authority all legal, accounting, financial and technical aspects of the project in accordance with the terms of the partnership contract, as well as technical studies, and the standards required by the public authority.</p> <p>The project company is also required to submit an annual report determining the progress of the implementation of the project and the respect of society for the project commitments.</p> <p>The project company should facilitate the tasks of control officers referred to in Article 32 of this Act.</p> <p>Furthermore, Art. 32 provides: - In addition to the control operations which may be mentioned by the partnership contract, the procuring authority has to carry out the following operations:</p> <ul style="list-style-type: none"> <li>-the monitoring of the state of respect for the project society commitments, in particular the presentation of reports referred to in Article 31 of this Law,</li> <li>- the study and verification of the validity of documents submitted by the project company,</li> </ul>

	<ul style="list-style-type: none"> <li>- carry out on-the-spot inspection of the works check their progress and their response to the performance objectives and conditions techniques mentioned in the contract,</li> <li>-the monitoring of the company's compliance with the contractual conditions relating to subcontracting small and medium-sized enterprises, the use of domestic labor and the use of domestic products. A report must be submitted presented to the national public partnership body private.</li> <li>- the designation, if necessary, of one or more experts and independent experts in order to monitor the performance of the contract,</li> <li>- the presentation of an annual report and the other reports to the national authority of the public-private partnership on the state of play of the performance of the partnership contract ...</li> </ul>
<b>42.1. If yes, is the PPP contract construction performance information made available to the public?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>42.2. If yes, is the PPP contract construction performance information made publicly available online?</b>	n/a
<b>If yes, please specify the website:</b>	n/a
<b>43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Articles 31,32 and 33 of the PPP law No. 49-2015 provides for the establishment of a monitoring and evaluation system of the PPP contracts
<b>43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed against evaluation criteria set in the tender documents and the PPP contract</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract</b>	No

<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>The private partner must provide the procuring or contract management authority with periodic operational and financial data</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	Article 31 al 1 of the PPP law 49-2015 provides that PPPCo should provide all the accounting and financial documents, required in the PPP contract, to the procuring authority on a regular basis on a regular basis. PPPCo should also submit any additional technical studies and examples and specifications that the public party might require. Additionally, Article 33 of the PPP law n 2015-49 mentions that besides the control of the administration that could be mentioned in the PPP contract, the administration must follow-up the bidder commitments and especially the activity reports mentioned in article 31 of the law, review the documents presented by the bidder, control the works on site, compliance with the provisions of the contract, appoint an expert for checking the project and present an annual report of the performance of the contract. This information is administrative information that is protected by confidentiality except for the Parliament and the Government.
<b>The procuring or contract management authority must periodically gather information on the performance of the PPP contract</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	According to Article 31 of the PPP Law, PPPCo must submit an annual report to the procuring authority showing the progress of the completion of the project and the fulfillment of the company's obligations. Furthermore, Article 32 of the Law provides that the procuring authority must make sure it receives the annual reports from PPPCo, study them and confirm their accuracy.
<b>The PPP contract performance information must be available to the public</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>43.2. Is PPP contract performance information made publicly available online?</b>	No
<b>If yes, please specify the website:</b>	n/a
<b>44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a

<p><b>45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>Article 21 of the PPP law No. 49-2015 requires that any change of shareholding in the project company must be priorly approved by the regulatory authority. Additionally, Art. 28 provides: The partnership contract may be transferred to third parties during its execution only after obtaining the prior written agreement of the public body and in accordance with the contractual conditions. The third party assignee of the contract must present all necessary legal, financial and technical guarantees which prove his capacity and ability to continue to perform the contract.</p>
<p><b>45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first five years of operation).</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>n/a</p>
<p><b>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>Article 28 of law n. 49-2015 provides that the third party assignee of the contract must present all necessary legal, financial and technical guarantees which prove his capacity and ability to continue the performance of the contract.</p>
<p><b>In other cases, flexibility to change the ownership structure and/or assign the contract.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>n/a</p>

<b>46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>The article 62 of Decree n 2016-772 listing the mandatory clauses of the PPP contracts mentions between them the procedures of modification of the contract in course of execution.</p>
<b>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>According to Article 5 of Decree N. 2016-1185,  The Concession Contracts Monitoring and Control Unit is responsible for studying and issuing a prior opinion on:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> bidding documents for concession contracts to be concluded in accordance with Law No. 2008-23 of 1 April 2008 on the concessions regime,</li> <li><input type="checkbox"/> the selection rules for restricted invitations to tender preceded by a pre selection.</li> <li><input type="checkbox"/> the file of expression of interest for the call for tenders preceded by a call for expression of interest,</li> <li><input type="checkbox"/> the preselection reports for the restricted invitation to tender preceded by a pre-selection or an expression of interest,</li> <li><input type="checkbox"/> the reports of the examination of the technical and financial offers, Rappports the statement of reasons justifying the use of the consultation or direct negotiation procedure for the conclusion of a concession contract,</li> <li><input type="checkbox"/> the draft concession contracts to be concluded in accordance with Law No. 2008-23 of April 1, 2008, relating to the concessions regime, Projects the draft annexes to the concession contracts.</li> </ul> <p>The Concession Control and Monitoring Unit is headed by a senior executive with the rank and benefits of Chief Administrative Officer.</p>
<b>46.2. If yes to question 46, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</p>
<b>A change in the risk allocation of the contract.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/standard</b>	<p>n/a</p>

<b>contractual provisions (if any):</b>	
<b>A change in the financial and/or economic balance of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>A change in the duration of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 17 al 2 of the PPP law No. 49-2015 provides that, as a general rule, the PPP Contract is not renewable, except in exceptional cases where an extension is needed to ensure the continuity of the public utility, or in case of force majeure, or upon the occurrence of unexpected events. In any case, the extension cannot exceed a maximum period of 3 years, and it needs the approval of the General Authority for partnerships between the public and the private sector.
<b>A change in the agreed price or tariff.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Art. 2.6 of Decree No. 2016-1104 about the conditions and procedures for determining the consideration paid by the public authority to the project company and determining the terms and conditions for the assignment or pledging of receivables under public-private partnership contracts provides for a change in the price agreed on in the contract
<b>46.3. Can the procuring authority unilaterally modify a PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 17 al 2 of the PPP law No. 49-2015 provides that, as a general rule, the PPP Contract is not renewable, except in exceptional cases where an extension is needed to ensure the continuity of the public utility, or in case of force majeure, or upon the occurrence of unexpected events. In any case, the extension cannot exceed a maximum period of 3 years, and it needs the approval of the General Authority for partnerships between the public and the private sector.
<b>Material Adverse government action .</b>	Yes

<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Article 17 al 2 of the PPP law No. 49-2015 provides that, as a general rule, the PPP Contract is not renewable, except in exceptional cases where an extension is needed to ensure the continuity of the public utility, or in case of force majeure, or upon the occurrence of unexpected events. In any case, the extension cannot exceed a maximum period of 3 years, and it needs the approval of the General Authority for partnerships between the public and the private sector. In fact, Article 282 of the Tunisian Civil Code (code des obligations et des contrats) defines force majeure as “any fact that a human being cannot prevent such as natural phenomena, enemy invasion, Acts of Government and making impossible the performance of the obligation. Consequently, force majeure includes an adverse government action.</p>
<b>Change in the Law.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</p>
<b>Refinancing.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</p>
<b>Subcontracting and replacement of the subcontractors.</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Article 22 of Law No. 2015-49 about the procedures established by the partnership contract, provides: - The project company must execute the contract directly. It can subcontract parts of its obligations, if the contract authorizes it, after obtaining the prior authorization of the public party. However, under no circumstances may the project company subcontract all or a majority of its obligations under the contract. In all cases, the project company remains directly liable to the public entity and third parties for the fulfillment of all obligations imposed on it by the contract.</p> <p>Furthermore, Article 62 of the Decree n 2016-772 listing the mandatory clauses of the PPP contracts mentions that the procedures of outsourcing must be determined in the contract.</p>
<b>48. Does the regulatory framework (including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the implementation of PPP contracts?</b>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard</b>	<p>Article 30 of the PPP law No. 49-2015 requires the parties, in the case of a dispute resulting from the implementation of the PPP contract, to recourse to an amicable period for settlement where conciliatory efforts should be made</p>

<b>contractual provisions (if any):</b>	before resorting to the judiciary or to the arbitration. If the parties end up choosing the arbitration path, the contract has to state that the mandatory applicable law is the Tunisian law.
<b>48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body</b>	No
<b>If yes, please specify:</b>	n/a
<b>Local courts</b>	Yes
<b>Domestic arbitration</b>	Yes
<b>International arbitration</b>	Yes
<b>Investor-State Dispute Settlement (ISDS)</b>	Yes
<b>Mediation</b>	Yes
<b>Please provide the relevant legal/ regulatory/standard contractual provisions (if any)</b>	Article 30 of the PPP law No. 49-2015 requires the parties, in the case of a dispute resulting from the implementation of the PPP contract, to recourse to an amicable period for settlement where conciliary efforts should be made before resorting to the judiciary or to the arbitration. If the parties end up choosing the arbitration path, the contract has to state that the mandatory applicable law is the Tunisian law.
<b>48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Article 33 of the Tunisian arbitration code provides: The arbitral award may be enforced spontaneously by the parties or executed by order of the president of the court of first instance within the jurisdiction where the award is made, ... However, if the dispute is pending before a court of appeal, then only the president of this court is competent to make the order of exequatur.
<b>International arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Tunisia is member of the New York Convention
<b>Investor-State arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Tunisia is part of the ICSID Convention
<b>49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV) in financial difficulty prior to insolvency?</b>	No

<p><b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>n/a</p>
<p><b>50. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>According to Article 36 of the PPP law No. 49-2015, the private partner would lose its right to the contract in case it defaults on its obligations and fails to fulfill them by the expiration of the notice period given by the public authority. In such case, the lenders are advised and they can propose a replacement to the private partner, that would need the approval of the procuring authority.</p>
<p><b>50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.</b></p>	<p>Yes</p>
<p><b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>The lenders have the right to step in, in case the private partner fails to fulfill its obligations under the contract, to propose another person to replace the private partner (which will need the approval of the procuring authority)</p>
<p><b>The regulatory framework prescribes that a direct agreement should be signed with the lenders.</b></p>	<p>No</p>
<p><b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>n/a</p>
<p><b>The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.</b></p>	<p>No</p>
<p><b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>n/a</p>

<b>Other.</b>	No
<b>Please Specify:</b>	n/a
<b>51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	The PPP contract may be terminated by the will of parties before its term for various reasons: *the negligence of either contracting party; * the repurchase of the concession by the conceding party after expiry of a period determined in the contract. The principles effects of the PPP contract termination is meanly the return to the conceding part of the properties used by the concessionaire during the PPP execution. PPP Law No. 2015-49 provides: (1) in its Article 34, that the PPP contract is normally terminated by the end of the contract life. However, exceptionally, the contract can be terminated prematurely in circumstances provided for in Article 35: the PPP contract can be terminated by mutual agreement or for circumstances agreed upon in the contract. The procuring authority can unilaterally decide to terminate the contract if the private party committed a serious mistake, or if the public interest requires termination of the contract.
<b>51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Unsolicited Proposals</b>	
<b>34. Are unsolicited proposals in Tunisia: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)</b>	No
<b>Explicitly allowed by the legal framework?</b>	Yes
<b>Not regulated by the legal framework, but do happen in practice?</b>	No
<b>Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)</b>	No

<p><b>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</b></p>	<p>Article 55 of the decree No 2016-772 of June 20, 2016 provides that : “The private person can present a unsolicited proposal to the procuring authority for the realisation of a project in the context of a PPP contract....”.</p>
<p><b>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</b></p>	<p>Yes</p>
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b></p>	<p>According to Article 7 of Law No. 2015-49: “The procuring authority is required to submit the partnership project, to study the various legal, economic, financial, social and technical aspects , the environmental impacts and the elements justifying its use in this form instead of other contractual forms. The public entity is also required to draw up a study to evaluate the impact of the implementation of the project in the form of a partnership contract on the public budget, the financial situation of the public entity and the availability of appropriations for its production. The study provided for in the first paragraph of this Article shall be accompanied by a description of the project for the opinion of the general public private partnership referred to in Article 38 of this Law. The notice of the proceeding must be reasoned and binding. In the event of approval of the proceeding, the evaluation study referred to in the second paragraph of this Article shall be submitted to the Minister for Finance for advice. His opinion shall be motivated “.</p>
<p><b>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Art. 55.3 of Decree No. 2016-772 provides: “The preliminary study shall include the following data:</p> <ul style="list-style-type: none"> <li>- a description of the basic characteristics of the proposed project,</li> <li>- determination of the needs that the project aims to meet,</li> <li>- the estimated duration of the project,</li> <li>- highlight the possibility of carrying out the project in the form of a partnership contract,</li> <li>- the analysis of the overall estimated financial cost throughout the total duration of the project,</li> <li>- assessment of the economic, social and environmental impact of the project,</li> <li>- analysis of the risks associated with the project. And any other data allowing the evaluation of the spontaneous offer. Each unsolicited tender must be deposited at the office of the public authority against discharge or sent by registered post with acknowledgment of receipt or by rapid post.</li> </ul> <p>Furthermore, Article 56 of the decree No 2016-772 provides that The procuring authority that receives an unsolicited proposal has to examine the possibility of carrying out the project which is the object of this offer, in the context of a PPP contract, from a legal, economic, financial and technical points of view.</p>

	<p>Finally, Article 7 paragraph 2 of the PPP Law No. 49-2015 provides that the procuring authority has to elaborate a study of evaluation of project realisation impacts under the form of a partnership contract on the public budget, financial situation of the procuring authority, as well as the availability of necessary appropriations for its realisation.</p> <p>And: Article 11 of Law No. 49-2015 provides that the unsolicited proposal must present a comprehensive study that will be reviewed by the procuring authority. The latter has the discretionary authority to accept or refute the unsolicited proposal.</p> <p>(Note the procuring authority should use the evaluation criteria to conduct its assessment in evaluating such proposals)</p>
<p><b>36. Which of the following options best describe how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.</b></p>	<p>Yes</p>
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Article 57 of the decree No. 2016-772 provides that “In case the unsolicited proposal is accepted by the procuring authority, this proposal will be submitted to the article 7 of PPP Law No. 49-2015”.</p> <p>Article 7 paragraph 2 of the PPP Law No. 49-2015 provides that the procuring authority has to elaborate an evaluation study of the project realisation impacts -under the form of a partnership contract- on the public budget, the financial situation of the procuring authority, as well as the availability of necessary appropriations for its realisation.</p> <p>Article 7 paragraph 4 of the PPP Law No. 49-2015 provides that “In case of approval by the general instance, the mentioned study at paragraph 2 must be submitted to the Minister of finance for opinion.</p>
<p><b>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The procuring authority does not evaluate unsolicited</b></p>	<p>No</p>

<b>proposals against existing government priorities.</b>	
<b>Please elaborate and provide examples:</b>	n/a
<b>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 11 al 6 of the PPP law No. 49-2015 provides that the procuring authority initiates a competitive PPP procurement procedure when proceeding with the unsolicited proposal. Additionally, Article 58 of the Decree No. 2016-772 provides that: "In the case of a call for tender for the conclusion of a partnership contract concerning the project which is the subject of the unsolicited proposal, the offeror of the unsolicited proposal is granted a 2% margin of preference.
<b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Article 10 of the Decree No. 2016-772 provides that "The general call for applications is published through the press or any other means of material or online and this twenty (20) days before the deadline for the receipt of applications".
<b>and the time in calendar days:</b>	20
<b>39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.</b>	No
<b>39.2 Developer's fee (reimbursing the original proponent for the project development cost).</b>	No
<b>39.3 Bid Bonus.</b>	Yes
<b>39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).</b>	No
<b>39.5 Other.</b>	No

<b>Please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a