



**PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN
UGANDA**

SURVEY QUESTION	ANALYSIS
PPP Regulatory Framework	
2. Does the regulatory framework in your country allow procuring PPPs?	Yes
If yes, please specify the relevant regulatory framework and the year of adoption:	The regulatory framework in Uganda is mainly regulated by the Public Private Partnership Act, 2015 issued on October 1, 2015 (hereinafter “PPP Act”); the Public-Private Partnership Framework Policy for Uganda issued by the Ministry of Finance, Planning, and Economic Development and approved by the Cabinet on March 10, 2010 (hereinafter “PPP Policy”); Public Finance Management Act, 2015, Public Finance Management Regulations No. 42 of 2016 According to Article 2(1) of the PPP Act, which defines its scope of application, the Act shall apply to the design, construction, maintenance, and operation of infrastructure or services in projects including “(a) road, rail, subway, water, and air transport facilities...” This shall provide the framework under which PPPs in Uganda will be analyzed.
and provide a link to a government–supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	http://budget.go.ug/budget/sites/default/files/Public%20Private%20Partnership%20Act%202015.pdf http://ppp.worldbank.org/public-private-partnership/sites/ppp.worldbank.org/files/documents/uganda_the_public_private_partnership_act_2015.pdf and http://www.perds.go.ug/ppp/
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 Land Act was amended
2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?	No
Please describe:	n/a
3.1 Besides national defense and other matters of national	No

<p>security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.</p>	
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	n/a
<p>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</p>	No
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	n/a
<p>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.</p>	No
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	n/a
<p>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</p>	No
<p>If yes, please provide the relevant</p>	n/a

legal/regulatory provisions:	
3.5 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other	No
If yes, specify and provide the relevant legal/regulatory provisions:	n/a
4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?	No
If yes, please specify and provide the relevant legal/regulatory provision (if any):	n/a
5. Please identify the PPP procuring authorities in Uganda and provide their website(s) (if available):	Any authorized government contracting authority, and this includes government departments, ministries, or any other body established by Government and mandated to carry out a public function. The Ministry of Works and Transportation is connected to the case study assumption. Its website is http://www.works.go.ug/
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):	The Public-Private Partnerships Unit established under the “Ministry responsible for finance” mentioned in Section 10 of the PPP Act (hereinafter “PPP Unit”). There is no website for the PPP Unit yet. It is currently being developed.
6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP	Yes

regulation and policy guidance.	
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.	Yes
6.9 Undertaking the procurement of PPPs.	No
6.10 Oversight of PPP implementation.	Yes
6.11 Other	No
6.11 please specify:	n/a
Please provide the relevant legal/regulatory provisions:	Section 11 of the PPP Act outlines the functions of the PPP Unit, which includes serving as a secretariat and technical arm to the PPP Committee, serve as a resource centre on PPP matters; conduct research and gap analysis to ensure continuous improvement in the implementation of PPPs; put in place measures to eliminate the constraints that limit the realisation of benefits expected from a public private partnership; monitor contingent liabilities and accounting and budgetary issues related to PPPs with relevant offices within the Ministry of Finance; liaise with, and assist the contracting authorities in their roles in the various stages of a project cycle; conduct civic education to promote the awareness and understanding of the PPPs process among stakeholders; amongst other responsibilities.
PPP Preparation	
8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the	Yes

procurement process?	
If yes, please provide the relevant legal/regulatory provisions (if any):	Section 23(4) of the PPP Act addresses the circumstance of the contracting authority, “prior to procuring a private party”, having to obtain written confirmation from the Minister that the finance required shall be available for the implementation of the project, in the precise case of the project is to be financed by the contracting authority.
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.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Section 13(2) of the PPP Act also precludes an accounting officer from entering into an agreement that in any way binds the contracting authority to a future financial commitment or which results in a contingent liability except where the future financial commitment or contingent liability is authorized by Parliament in the budget of the contracting authority. Section 8 and 9 of the PFMA Regulations require sectors to prepare Budget Framework Papers and include a statement of the main sources of risk such as PPPs and contingent liabilities and an estimate of the likely fiscal impacts of the risks if they materialize.
Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Section 11(2)(p) of the PPP Act requires the PPP Unit to monitor contingent liabilities, accounting and budgetary issues related to PPPs with the relevant offices within the Ministry. Section 13(2) also precludes an accounting officer from entering into an agreement that in any way binds the contracting authority to a future financial commitment or which results in a contingent liability except where the future financial commitment or contingent liability is authorized by Parliament in the budget of the contracting authority And Section 22(2)(e) (i) of the PPP Act requires feasibility studies to indicate any envisaged future contingent liability.
Reporting liabilities (explicit and implicit,	Yes

direct and contingent) arising from PPPs.	
If yes, please provide the relevant legal/regulatory provisions (if any):	Section 11(2) (g) of the PPP Act requires the PPP Unit to collate, analyze and disseminate information including data on the contingent liabilities of the Government in relation to a project.
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).	No
Accounting and reporting according to other international standard (e.g. European System of Accounts).	No
Please specify:	n/a
Other.	No
Please specify:	n/a
9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?	Yes
If yes, please specify the relevant authority	The PPP Committee and the Cabinet with regards to a certain threshold of PPP projects
and provide the relevant legal/regulatory provisions (if any):	Section 22(5) of the PPP Act provides that a contracting authority shall not procure a private party without the prior written approval of the feasibility study by the PPP committee. Additionally, according to Section 7(d) of the PPP Act, the PPP Committee approves the PPP project proposals, and Section 26 of the same Act authorizes the Cabinet to prescribe the amount of the PPP Agreement in which it would have to approve.
9.1. Besides the procuring authority and the Ministry of	Yes

Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before signing the PPP contract?	
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Section 17(4) and 26(1)a of the PPP Act which provides for the need of Cabinet approval before the PPP agreement is signed when the threshold amount is prescribed. And Section 26(2) of the PPP Act which provides for the need of Cabinet approval before the PPP agreement is signed when the value of the agreement is above the prescribed threshold.</p>
10. Does the procuring authority use transaction advisors during the PPP project cycle?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Section 15(3) of the PPP Act provides for appointment of a transaction advisor by a contracting authority where the technicality of the project demands, an external advisor may be appointed in accordance with the Public Procurement and Disposal of Public Assets Act. Section 18 of the same Act, lists the functions of the Transaction Advisor that include safeguarding the interests of the contracting authority in the management and implementation of a PPP project and ensuring optimum risk allocation within the PPP agreement.</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	<p>Yes</p>

<p>and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</p>	
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	<p>Section 2(2) of the PPP Act ensures that PPPs fall under the scope of the National Development Plan. Further, the PPP Policy's introduction highlights the Government's aim to promote and encourage PPPs within the National Development Plan, Medium Term Expenditure Framework, and annual budgets.</p>
<p>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</p>	<p>No</p>
<p>If yes, please elaborate:</p>	<p>n/a</p>
<p>The procuring authority does not evaluate PPPs against existing government priorities.</p>	<p>No</p>
<p>Please elaborate and provide examples:</p>	<p>n/a</p>
<p>11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the</p>	<p>Yes</p>

regulatory framework described above?	
If yes, please specify:	Contributors provided that the ongoing Kampala Jinja Expressway Toll Road project has undergone such prioritization as an example.
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)	According to Section 21(1) of the PPP Act, "Where a contracting authority identifies a project for implementation as a public private partnership, the contracting authority shall conduct a preliminary economic cost-benefit analysis of the project." Paragraph 5.3 of the PPP Policy also stresses that the use of PPPs should be based on the "balance between economic and social benefits and costs (including relevant opportunity costs)."
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Contributors provided that PPP project proposals before the Unit have been approved after they have fulfilled the requirement of Section 21(2). Section 21(3) requires the Unit to register the project only if the contracting authority confirms from the preliminary economic cost benefit analysis that the project is suitable for implementation as a PPP.
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 22(2) (f) (i) of the PPP Act, the project should demonstrate that it will "be affordable to the contracting authority." Section 22(2)(b) of the PPP Act provides that the feasibility study shall "project the impact of performing the function

	by the private party on the staff, assets, liabilities and revenues of the contracting authority. Section 22(2) (i) of the PPP Act also provides that the feasibility study shall “indicate any envisaged future contingent liability” with Section 22(2)(e)(i) requiring its description in specific terms. Paragraph 5.3 of the PPP Policy also stresses that the use of PPPs should be based on the “long-term affordability including the forward commitments in relation to public expenditure.”
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Contributors provided that this is in application of regulatory provisions and to ensure a properly prepared PPP project and has been done for the Kampala- Jinja Expressway project.
12.3. Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision (if any)	According to Section 22(2)(b) of the PPP Act, the feasibility study would be assessed in terms of the projected impact on the “liabilities and revenues of the procuring authority.” In addition, Section 22(2)(e)(i) of the same Act provides that the assessed feasibility study should “indicate any envisaged future contingent liability.” Section 22(2)(f) (ii) and (iii) provides that the feasibility study should demonstrate that the project shall appropriately transfer the financial, technical and operational risks involved to the private party and provide Value for Money for the contracting authority. Where a feasibility study is revised, the contracting authority must state the justification for the revision and the impact of the revision on the affordability of the project, an evaluation for value for money and the risk transfer elements in accordance with section 22(6) of the PPP Act. Paragraph 5.2(c) of the PPP Policy also discusses risk allocation and identifies “the principle governing risk transfer is one of optimal risk allocation. Risks will be allocated to whoever is best able to manage it, taking into account the public interest considerations.”
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Contributors provided that feasibility study reports are required to have a risk allocation matrix. And that the Kampala Jinja Express Way Feasibility report has a detailed risk matrix.
12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to	Yes

other procurement alternatives (i.e. value for money analysis, public sector comparator)	
Relevant legal/regulatory provision (if any)	According to Section 22(2)(c)&(d) of the PPP Act, the assessed feasibility study should “assess the need of the contracting authority in relation to its function including the options available to the contracting authority to satisfy the need, and the advantages and disadvantages of each of the options identified;” “identify the comparative advantage of implementing the project as a public private partnership and explain the strategic and operational benefits of the project for the contracting authority, using the strategic objectives of the authority.” Section 22(3) of the PPP Act also provides that the assessment under Subsection (2) (c) above shall indicate the comparative projections of the full cost of the project to the contracting authority if the project is not carried out as a PPP and the full cost of the project to the contracting authorities if the project is carried out as a PPP.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Contributors provided that the assessment has been done for the Kampala- Jinja Expressway
12.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision (if any)	According to Section 22(2)(f) of the PPP Act, the assessed feasibility study should “appropriately transfer the financial, technical, and operational risks involved, to the private partner;” and according to paragraph “(h) assess the capacity of the private party to implement the project.”
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Contributors provided that the assessment has been done for the Kampala- Jinja Expressway
12.6. Market sounding and/or assessment (showing evidence of investors’ interest in the market for the project)	Yes

Relevant legal/regulatory provision (if any)	Paragraph 5.3 of the PPP Policy provides that the use of PPPs should be determined by, amongst other factors, the “willingness and capacity of the private sector and others to participate in projects.”
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Contributors provided that the assessment has been done for the Kampala- Jinja Expressway
12.7. Environmental impact assessment	Yes
Relevant legal/regulatory provision (if any)	<p>The National Environmental Act, Cap 153 of 1995 (NEMA (CAP 153) provides in Section 20, “20. Environmental impact statement.</p> <p>(1) Where a project has been determined under section 19(7) as requiring an environmental impact study, the developer shall, after completing the study, make an environmental impact statement in the prescribed form and in the prescribed manner.</p> <p>(2) An environmental impact statement shall be made according to guidelines established by the Authority.</p> <p>(3) The environmental impact statement shall be made to the Authority, the lead agency or any other person requesting it.</p> <p>(4) In any case where the statement is not requested by a lead agency, a copy of the statement shall be forwarded to the relevant lead agency and the authority.</p> <p>(5) The environmental impact statement shall be a public document and may be inspected at any reasonable hour by any person.”</p>
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	<p>The National Environmental Act, Cap 153 of 1995 (NEMA (CAP 153) provides in Sections 20 & 21, “20. Environmental impact statement.</p> <p>(1) Where a project has been determined under section 19(7) as requiring an environmental impact study, the developer shall, after completing the study, make an environmental impact statement in the prescribed form and in the prescribed manner.</p> <p>(2) An environmental impact statement shall be made according to guidelines established by the Authority.</p> <p>(3) The environmental impact statement shall be made to the Authority, the lead agency or any other person requesting it.</p> <p>(4) In any case where the statement is not requested by a lead agency, a copy of the statement shall be forwarded to the relevant lead agency and the authority.</p> <p>(5) The environmental impact statement shall be a public document and may be inspected at any reasonable hour by any person.</p> <p>21. Consideration of the statement by the lead agency; obligation of the developer.</p> <p>(1) The lead agency which receives an environmental impact statement under section 20 shall, in consultation with the authority, study it and if it considers it to be complete shall deal with it in the manner prescribed.</p> <p>(2) In executing the project, the developer shall take all practicable measures to ensure that the requirements of the environmental impact statement are complied</p>

	<p>with.”</p> <p>Sections 13-16 of the The Environmental Impact Assessment Regulation, S.I. No. 13/1998 provide,</p> <p>13. Environmental Impact Statement.</p> <p>(1) Where the Executive Director has, under sub-regulation (1) of regulation 9 determined that an environmental impact study be made under these regulations, the developer shall make an environmental impact statement on completing the study.</p> <p>(2) In making an environmental impact statement, the developer shall pay attention to the issues laid down in the First Schedule to these regulations.</p> <p>14. Contents of the Environmental impact statement.</p> <p>(1) Without prejudice to the generality of the terms of reference specified under regulation 10, the environmental impact statement shall provide a description of -</p> <ul style="list-style-type: none"> (a) the project and of the activities it is likely to generate; (b) the proposed site and reasons for rejecting alternative sites; (c) a description of the potentially affected environment including specific information necessary for identifying and assessing the environmental effects of the project; (d) the material in-puts into the project and their potential environmental effects; (e) an economic analysis of the project; (f) the technology and processes that shall be used, and a description of alternative technologies and processes, and the reasons for not selecting them; (g) the products and by-products of the project; (h) the environmental effects of the project including the direct, indirect, cumulative, short-term and long-term effects and possible alternatives; (i) the measures proposed for eliminating, minimizing, or mitigating adverse impacts; (j) an identification of gaps in knowledge and uncertainties which were encountered in compiling the required information; (k) an indication of whether the environment of any other State is likely to be affected and the available alternatives and mitigating measures; (l) of how the information provided for in this regulation has been generated; (m) such other matters as the Executive Director may consider necessary. <p>15. Executive summary of statement.</p> <p>An environmental impact statement shall contain an executive summary stating the main findings and the recommendations of the study.</p> <p>16. Signature of statement.</p> <p>The environmental impact statement shall be signed by each of the individual persons making the impact study.</p>
Is the assessment done in practice?	Yes
Details:	Contributors provided that this assessment is actually conducted in practice.
12.8. Consultation process with affected communities on potential impact of the PPP 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
13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
and specify which of the assessments are included in the request for proposals and/or tender documents:	n/a
13.1. Are the assessments published online?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The National Environmental Act, Cap 153 of 1995 (NEMA (CAP 153) provides in Sections 20 & 21, "20. Environmental impact statement. (5) The environmental impact statement shall be a public document and may be inspected at any reasonable hour by any person."
specify the website	http://www.nemaug.org/environment_impact_assesment.php
please specify which of the assessments are published online:	Environmental Impact Statements are published online at : http://www.nemaug.org/environment_impact_assesment.php
14. Does the procuring authority include a draft PPP contract in the request for proposals?	Yes
If yes, please provide the relevant	No regulatory basis

legal/regulatory provisions (if any):	
If no, please elaborate	n/a
14.1. Are the tender documents published online?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and please specify the website:	n/a
15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?	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 authority (or other Government entity)	Yes

To be established in the contract	No
Relevant legal/regulatory provision (if any)	Section 33 and 34 of Physical Planning Act, 2010 actually applies to local projects, and further requires the private partner to submit an application and thus obtain such permit. Second Schedule, Part 2 Item 6 of the Local Government Act Cap 243 provides, " 6. Regulating, controlling, managing, administering, promoting and licensing any of the things or services which the council is empowered or required to do, and establishing, maintaining, carrying on, controlling, managing or administering and prescribing the forms in connection therewith to fix fees or charges to be levied in that respect." This applies to local projects and authorities as well.
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)	NEMA (CAP 153) applies and Physical Planning Authority (2010) Act, Section 37 provides, "Where a development application relates to matters that require an environmental impact assessment to be carried out, the approving authority or physical planning committee may grant preliminary approval of the application subject to the applicant obtaining an environmental impact assessment certificate in accordance with the National Environment Act."
16.3. Obtaining the required operational 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)	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)	<p>While the PPP Act is not explicit in this respect, according to Section 3 of the Land Acquisition Act of 1965 (Chapter 226) issued July 2, 1965, “Whenever the Minister is satisfied that any land is required by the Government for a public purpose, he or she may, by statutory instrument, make a declaration to that effect.</p> <p>An instrument made under subsection (1) shall specify—</p> <p>the location of the land to which it relates;</p> <p>the approximate area of the land; and</p> <p>if a plan of the land has been made, a place and time at which the plan may be inspected.”</p> <p>Contributors provided that this provision applies to PPP projects</p>
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)	<p>In connection with road projects, according to Section 2 of the Roads Act 1949 (Chapter 358) issued on April 14, 1949, “The Minister may by statutory instrument declare an area bounded by imaginary lines parallel to and distant not more than fifty feet from the centre line of any road to be a road reserve.”</p>
PPP Procurement	
18. Which of the following options best describes the required qualifications of the bid evaluation committee members?	No

(Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The bid evaluation committee members require sufficient qualification without specific details.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to PPP Act Section 19(2), “[A]n evaluation committee shall compose of officials with the technical skills required for the evaluation of a bid, appointed from the staff of the contracting authority and may include any other person from outside the contracting authority.”
The bid evaluation committee members are not required to have any specific qualifications.	No
Please elaborate and provide examples:	n/a
19. Does the procuring authority issue a public procurement notice of the PPP project?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	According to Section 31 of the PPP Act, direct invitation to tender or call for expression of interest is made in more than one newspaper of wide national circulation.
19.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	Websites of the procuring authorities, including, http://www.works.go.ug/
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?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
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	Yes
Default	No
Relevant legal/regulatory provision (if any)	Section 31 of the PPP Act sets the guidelines on the open tendering procedure and provides that it shall be by invitation of all parties to tender or call for expression of interest made by different means.
22.2. Restricted tendering (with pre-qualification stage): Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a

22.4. Competitive dialogue: Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	Section 35 of the PPP Act provides, “a procuring authority shall use the competitive dialogue procedure, by simultaneously inviting the selected bidders to participate in the competitive dialogue” and goes on to elaborate on the circumstances.
22.5. Direct negotiation with more than one candidate: Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	Section 32 of the PPP Act provides, “restricted bidding shall be used to obtain bids by direct invitation without open advertisement.”
22.6. Direct negotiation with only one candidate: Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	Section 33 of the PPP Act provides that direct procurement is a sole source procurement method where the circumstances do not allow for competitive tendering and resort to such method must be approved by the Cabinet.
22.7 Other. Specify:	No
Available	No
Default	No
Relevant legal/regulatory provision (if any)	No
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):	No regulatory basis
If no, please elaborate:	n/a
22.9. Do the tender documents specify the prequalification/short listing 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):	Section 23(2) of the PPP Act provides that the minimum qualifications required of a bidder for a project shall be specified in the invitation to tender, which shall apply to prequalification and/or shortlisting.
22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	Contributors provide that specifying the criteria is always the case, especially bearing in mind, Section 3(d) of the PPP Act. which sets out the principles that govern PPPs and includes transparency by ensuring that all bid notices are advertised as prescribed and that the bidders have access to the same information.
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):	No regulatory basis
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):	No regulatory basis
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:	Contributors provided that this is done usually through a letter copied to all interested bidders or an email of all questions that were asked and follow up responses.

If no, please elaborate:	n/a
24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	No regulatory basis
24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the results of the pre-bid conference 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:	Contributors provided that following the pre-bid conference, you receive an email containing the minutes of the conference including the questions and responses to those questions.
If no, please elaborate:	n/a
25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?	Yes
If yes, please provide the relevant	No regulatory basis

legal/regulatory provisions (if any):	
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):	Section 25(1) of the PPP Act provides, “for the purpose of evaluating bids, the evaluation committee shall, using the prescribed procedure and principles set out in Section 3, verify the economic and financial standing of a bidder to secure credit, and the technical and professional capability of a bidder.” Contributors have identified that strict evaluation based on the identified criteria occurs in practice.
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 only one proposal is submitted.	No
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):	No regulatory basis
28.1. If yes, is the public procurement award notice published online?	No
If yes, please specify the website:	n/a
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):	No regulatory basis
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?	No
If yes, please provide the relevant	n/a

legal/regulatory provisions (if any):	
30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
30.1. Is the standstill period set out in the notice of intention to award?	No
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?	Yes

If yes, please provide the relevant legal/regulatory provisions (if any):	Section 47(3) of the PPP Act requires all PPP agreements to be published on the website of the Ministry.
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	n/a
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	Yes
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?	Yes
If yes, please specify the website:	Section 47(3) of the PPP Act requires all PPP agreements to be published on the website of the Ministry. Although no particular publication is evident on procuring authorities' websites, this is a requirement according to the provision in Section 47(3).
32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?	No
If yes, please provide the relevant	n/a

legal/regulatory provisions (if any):	
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):	According to Section 15 of the PPP Act, “the contracting authority that intends to enter a public-private partnership agreement with a private party shall establish a public-private partnership project team.” This team would undertake the functions specified in Section 16 of the PPP Act concerning the implementation of the PPP project. Section 16(1)(g) of the PPP Act provides that the PPP project team established is mandated to oversee the management of a project in accordance with the project agreement entered in to by the contracting authority.
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):	According to Section 15 of the PPP Act, “the contracting authority that intends to enter a public-private partnership agreement with a private party shall establish a public-private partnership project team.” Article 21(4) of the PPP Act reiterates this content. Section 16(1)(g) of the PPP Act provides that the PPP project team established is mandated to oversee the management of a project in accordance with the project agreement entered in to by the contracting authority.
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):	According to Section 16(d) of the PPP Act, amongst the functions of the established PPP project teams is to “undertake the procurement process in accordance with this Act...”
Elaboration of a PPP implementation manual or an equivalent document	No
Relevant legal/regulatory provisions (if any):	n/a

Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)	<p>Yes</p>
Relevant legal/regulatory provisions (if any):	<p>Section 11(2)(c) provides that the functions of the Unit is to provide capacity building to and advise contracting authorities or other parties involved in the planning, coordinating, undertaking or monitoring of projects under the Act. The PPP unit is also mandated to liase with and assist contracting authorities in their roles in the various stages of the project cycle</p>
Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)	<p>No</p>
Relevant legal/regulatory provisions (if any):	<p>n/a</p>
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.	<p>No</p>
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
The PPP contract management team members are required to meet	<p>Yes</p>

sufficient qualification without specific details.	
If yes, please provide the relevant legal/regulatory provisions (if any):	According to section 15(2) of the PPP Act, members shall be officials with the required technical skills appointed from staff of the contracting authority without going into further detail.
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?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Section 16(g) of the PPP Act provides that the PPP project team would, “oversee the management of a project in accordance with the project agreement entered into with the contracting authority,” of which entail tracking progress and completion of construction works.
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	Yes

implementation after construction?	
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Section 16(e) of the PPP Act, amongst the functions of the established PPP project teams is to “monitor the implementation of a project agreement entered into with the contracting authority.” Section 26(5) of the PPP Act requires the PPP agreement to include the methods that will be used to ensure quality during the implementation and operation of the infrastructure or provision of the service and methods to be used to monitor the performance and operation of the infrastructure or provision of the service. And Section 27 of the same Act provides the different aspects of the project the contracting authority would monitor.
43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed against evaluation criteria set in the tender documents and the PPP contract	No
Relevant legal/regulatory provisions (if any)	n/a
The procuring or contract 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 28(2) of the PPP Act, the private party shall “prepare financial statements and an annual report within two months after the end of the financial year.”
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	Yes

Relevant legal/regulatory provisions (if any)	<p>According to Section 16(1)(h), the PPP project team would “submit to the Unit, annual or such other reports on the project.”</p> <p>Moreover, Section 27 (1) of the PPP Act requires the contracting authority to monitor the project to determine whether or not the project complies with the conditions of the agreement.</p> <p>Section 27(2) provides that the contracting authority shall prepare periodic reports and submit them to the Minister and the Minister of the Contracting authority. These reports relate to monitoring of the implementation of the PPP.</p>
The PPP contract performance information must be available to the public	<p>No</p>
Relevant legal/regulatory provisions (if any)	<p>n/a</p>
43.2. Is PPP contract performance information made publicly available online?	<p>No</p>
If yes, please specify the website:	<p>n/a</p>
44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?	<p>No</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
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?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>After defining the private party as a special purpose company, Section 20(2) of the PPP Act provides, “ Any transfer of shares, increase in share capital, or changes in the corporate status of the special purpose company shall be with the written approval of the Minister and the Minister responsible for the contracting authority.” Moreover, Section 26(5)(X) of the PPP Act provides that the PPP agreement shall contain clauses related to share transfer restrictions.</p>

<p>45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first five years of operation).</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>In other cases, flexibility to change the ownership structure and/or assign the contract.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</p>	<p>Yes</p>
<p>If yes, please provide the relevant</p>	<p>According to Section 26(8) of the PPP Act, "the [PPP] agreement shall only be amended or varied with the approval of the Cabinet." And Section 26(9) of the Act</p>

legal/regulatory/standard contractual provisions (if any):	clarifies the conditions for doing so. Section 26(9) of the PPP Act also provides the reasons for variation that the Cabinet may consider. And Section 26(10) provides for laying such amendment or variation before Parliament within one month of such variation.
46.1. If yes, is an approval from a government authority, other than the procuring authority, required?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Section 26(8) of the PPP Act, “the [PPP] agreement shall only be amended or varied with the approval of the Cabinet.” And Section 26(9) of the Act clarifies the conditions for doing so.
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.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the risk allocation of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Section 26(9)(c), any amendment to the PPP agreement should preserve “the continued transfer of appropriate risks to the private party.”
A change in the financial and/or economic balance of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Section 26(9)(a) & (b) of the PPP Act requires that the project continues to provide value for money and the project continues to be affordable, where such amendment, variation or waiver has a financial implication.
A change in the duration of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a

standard contractual provisions (if any):	
A change in the agreed price or tariff.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Section 26(9)(a) & (b) of the PPP Act requires that the project continues to provide value for money and the project continues to be affordable, where such amendment, variation or waiver has a financial implication.
46.3. Can the procuring authority unilaterally modify a PPP contract?	No
If yes, please provide the relevant legal/regulatory/standard 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 the PPP contract? (check all that apply): Force Majeure	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Section 26(5)(f) of the PPP Act, the PPP agreement must address “the allocation of risk between the contracting authority and the private party and the consequences of events representing force majeure.”
Material Adverse government action .	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Change in the Law.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Refinancing.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Section 26(5)(l) of the PPP Act, the PPP agreement must address “where necessary, the method of allocating between the contracting authority and the private

Standard contractual provisions (if any):	party the benefits that may accrue from a restructuring of the loan of the private party or after a certain percentage return on the capital of the private party is attained.”
Subcontracting and replacement of the subcontractors.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
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?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	Section 26 (5) (r), the agreement should contain the procedure for resolving disputes between the contracting authority and the private party. According to Section 49 of the PPP Act, “1. Any dispute between a contracting authority and the private party shall be settled through the dispute settlement mechanisms agreed upon by the parties in the public private partnership agreement or in accordance with the Arbitration and Conciliation Act. 2. A contracting authority shall require the private party to establish an efficient mechanism for handling claims submitted by its costumers or users of the public private partnership project where the private party provides services to the public or operates infrastructure which is accessible to the public.”
48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body	No
If yes, please specify:	n/a
Local courts	Yes
Domestic arbitration	Yes
International arbitration	Yes
Investor-State Dispute Settlement (ISDS)	Yes
Mediation	Yes
Please provide the relevant legal/	According to Section 49 of the PPP Act, “1. Any dispute between a contracting authority and the private party shall be settled

regulatory/standard contractual provisions (if any)	<p>through the dispute settlement mechanisms agreed upon by the parties in the public private partnership agreement or in accordance with the Arbitration and Conciliation Act.</p> <p>2. A contracting authority shall require the private part to establish an efficient mechanism for handling claims submitted by its costumers or users of the public private partnership project where the private party provides services to the public or operates infrastructure which is accessible to the public.” Thus, the parties to the PPP agreement choose any of the aforementioned complaint review mechanisms, whether local courts, arbitration, or mediation.</p> <p>Additionally, Uganda has been a member of ICSID since Oct. 14, 1966, which makes investor-state dispute settlements an available complaint mechanism if agreed upon in the PPP agreement. This also applies to international arbitration, where Uganda has been signatory to the New York Convention on 12 Feb 1992. The Arbitration and Conciliation Act of Uganda (2000) refers to these instruments and to “arbitration whether or not administered by a domestic or international institution where there is an arbitration agreement.”</p>
48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	<p>According to Section 49 of the PPP Act on dispute settlements in PPP agreements and in reference to the Arbitration and Conciliation Act, which provides,</p> <p>35. Recognition and enforcement of award.</p> <p>(1) An arbitral award shall be recognised as binding and upon application in writing to the court shall be enforced subject to this section.</p> <p>(2) Unless the court otherwise orders, the party relying on an arbitral award or applying for its enforcement shall furnish—</p> <p>(a) the duly authenticated original arbitral award or a duly certified copy of it; and</p> <p>(b) the original arbitration agreement or a duly certified copy of it.</p> <p>(3) If the arbitral award or arbitration agreement is not made in the English language, the party shall furnish a duly certified translation of it into the English language.</p> <p>Section 2(b) defines “arbitration” as, “ any arbitration whether or not administered by a domestic or international institution where there is an arbitration agreement”</p>
International arbitration	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	<p>According to Section 49 of the PPP Act on dispute settlements in PPP agreements and in reference to the Arbitration and Conciliation Act, which provides,</p> <p>35. Recognition and enforcement of award.</p> <p>(1) An arbitral award shall be recognised as binding and upon application in writing to the court shall be enforced subject to this section.</p> <p>(2) Unless the court otherwise orders, the party relying on an arbitral award or applying for its enforcement shall furnish—</p> <p>(a) the duly authenticated original arbitral award or a duly certified copy of it; and</p> <p>(b) the original arbitration agreement or a duly certified copy of it.</p> <p>(3) If the arbitral award or arbitration agreement is not made in the English language, the party shall furnish a duly certified translation of it into the English language.</p> <p>Section 2(b) defines “arbitration” as, “ any arbitration whether or not administered by a domestic or international institution where there is an arbitration agreement”</p>

Investor-State arbitration	Yes
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	<p>According to Section 49 of the PPP Act on dispute settlements in PPP agreements and in reference to the Arbitration and Conciliation Act, which provides,</p> <p>35. Recognition and enforcement of award.</p> <p>(1) An arbitral award shall be recognised as binding and upon application in writing to the court shall be enforced subject to this section.</p> <p>(2) Unless the court otherwise orders, the party relying on an arbitral award or applying for its enforcement shall furnish—</p> <p>(a) the duly authenticated original arbitral award or a duly certified copy of it; and</p> <p>(b) the original arbitration agreement or a duly certified copy of it.</p> <p>(3) If the arbitral award or arbitration agreement is not made in the English language, the party shall furnish a duly certified translation of it into the English language.</p> <p>Section 2(b) defines “arbitration” as, “ any arbitration whether or not administered by a domestic or international institution where there is an arbitration agreement”</p>
49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV) in financial difficulty prior to insolvency?	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
50. Does the regulatory 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?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Section 26(5) (n) of the PPP Act provides that the PPP agreement shall contain clauses relating to the substitution of the private party or by the creditor or by the contracting authority and the circumstances under which the substitution may be permitted.</p> <p>According to Section 26(5)(z) of the PPP Act, the PPP agreement must address “direct agreements and step in rights where applicable.”</p>

50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that a direct agreement should be signed with the lenders.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Section 26(5)(z) of the PPP Act, the PPP agreement must address “direct agreements and step in rights where applicable.”
Other.	No
Please Specify:	n/a
51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?	Yes
If yes, please specify and provide the relevant	The specific grounds for the termination of the PPP contract were not mentioned in the PPP Act, however, Section 26(5)(z) mentions that they must be addressed in such

legal/regulatory/standard contractual provisions (if any):	contract. According to Section 26(5)(z) of the PPP Act, the PPP agreement must address “the grounds for termination of the agreement and the consequences of this termination.”
51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Section 26(5)(z) of the PPP Act, the PPP agreement must address “the grounds for termination of the agreement and the consequences of this termination.”
Unsolicited Proposals	
34. Are unsolicited proposals in Uganda: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)	No
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	Section 34(1) of the PPP Act provides, “A contracting authority may accept an unsolicited proposal.”
35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)	Yes

<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</p>	<p>According to Section 34(5) of the PPP Act, the contracting authority shall evaluate unsolicited proposals in terms of “the unique innovative, researched or meritorious methods, approaches or concepts demonstrated in the unsolicited proposal, overall scientific, technical or socio-economic merit of the unsolicited proposal, the potential contribution of the unsolicited proposal to the strategic objectives of the contracting authority as specified in the development plan of the contracting authority, an assessment of whether the proposed cost of the project is realistic, affordable and justifiable, and any other fact which, in the opinion of the contracting authority is relevant to the unsolicited proposal.”</p>
<p>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Section 34(4) of the PPP Act provides for satisfaction of the objectives of the National Development Plan and a feasibility study before the contracting authority can consider an unsolicited proposal.</p>
<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>	<p>Yes</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	<p>Section 34(4)(a) of the PPP Act provides that an unsolicited proposal shall only be considered by contracting authority where the project satisfies the objectives of the National Development plan. And according to Section 34(5) of the PPP Act, the contracting authority shall evaluate unsolicited proposals in terms of “the unique innovative, researched or meritorious methods, approaches or concepts demonstrated in the unsolicited proposal, overall scientific, technical or socio-economic merit of the unsolicited proposal, the potential contribution of the unsolicited proposal to the strategic objectives of the contracting authority as specified in the development plan of the contracting authority, an assessment of whether the proposed cost of the project is realistic, affordable and justifiable, and any other fact which, in the opinion of the contracting authority is relevant to the unsolicited proposal.” This Section obliges the contracting authority to identify whether the proposal fits its strategic objectives.</p>
<p>The regulatory framework requires</p>	<p>No</p>

unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority does not evaluate unsolicited proposals against existing government priorities.	No
Please elaborate and provide examples:	n/a
37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Section 34(6) of the PPP Act, “where the contracting authority accepts an unsolicited proposal, the proposal shall be subjected to the competitive bidding process and shall be open to participation by all interested bidders.”
38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate	No

the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.	
39.2 Developer's fee (reimbursing the original proponent for the project development cost).	No
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).	No
39.5 Other.	Yes
Please specify:	The tender documents prepared shall indicate the method to be used to compensate for the propriety interests the proponent of the unsolicited proposal, where the proponent is not successful under the competitive bidding process.
Please provide the relevant legal/regulatory provisions (if any):	According to Section 34(7) of the PPP Act, "the tender documents prepared shall indicate the method to be used to compensate for the propriety interests the proponent of the unsolicited proposal, where the proponent is not successful under the competitive bidding process."