

PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN UNITED ARAB EMIRATES

SURVEY QUESTION	ANALYSIS
PPP Regulatory Framework	
2. Does the regulatory framework in your country allow procuring PPPs?	Yes
If yes, please specify the relevant regulatory framework and the year of adoption:	<p>PPPs in the in the United Arab Emirates (UAE) are regulated under specific regulations. While the political system in the UAE follows a federal structure, the Union is constituted of seven emirates “emaras” of which each shall retain all functions not exclusive to the Federal Government as per Articles 120-122 of the UAE Federal Constitution. And of these emirates, Dubai is by far the most densely populated and retains its own unique regulatory and institutional structures. PPP federal regulations in the UAE preserve the role that Dubai, its constituent emirate, would have in PPP procurement. Thus, on the Federal level, the UAE Federal Cabinet issued its Resolution No. (1/1) of 2017 on the Procedures Manual for Partnership between Federal Entities and Private Sector [hereinafter “Federal PPP Manual”] issued according to the provisions of Article No. (48) of the Cabinet Resolution No. (32) of 2014 concerning the Procurement and Warehouse Management Regulations at the Federal Government. This Manual provides in Section 1.2, “The Ministry has prepared this Manual with a vision to inform the stakeholders with the basic concepts and issues related to joint projects in general, and to provide guidance to the Federal Entities that may implement the partnership projects and the private sector’s investors in particular. Preparation of this Manual falls under the scope of the State’s efforts to motivate the joint projects between the Federal Entities and the Private Sector.” Section 1.5 of the same Manual also provides, “C- In case conflict arise between the provisions of this Manual, or the implementation of the PPP contract and any other law applicable in the State, the provisions of the Federal Law or the Federal Decree-Law shall prevail. The contraction may be completed only after obtaining a formal exception or removing the conflict.” Moreover, the Government of the Emirate of Dubai in the UAE has issued Law No. (22) of 2015 Regulating Public-Private Partnerships in the Emirate of Dubai [hereinafter “Dubai PPP Law”] Article 4 of which provides, “This Law will apply to: 1. Government Entities that are subject to the general budget of the Government. The SFC may extend the application of this Law to any Government Entity which is not subject to the general budget of the Government; and 2. any Project, regardless of its type, form, or activities, which is governed by a Partnership Contract between the Public Sector and the Private Sector in the Emirate concluded by any of the entities mentioned in paragraph (of this Article after the effective date of this Law.; and Guide to Public Private Partnership in Dubai (2016) [hereinafter “Dubai PPP Manual”]. A PPP pipeline of projects in Dubai is also further established. For the previously articulated reasons, the aforementioned shall shape the regulatory framework in the UAE with a focus on Dubai Regulations in accordance with the above Federal provisions for purposes of this analysis.</p>
and provide a link to a government-supported website	<p>UAE Federal Cabinet Resolution No. (1/1) of 2017 on the Procedures Manual for Partnership between Federal Entities and the Private Sector- https://www.mof.gov.ae/en/lawsAndPolitics/CabinetResolutions/pages/proceduresm</p>

where the mentioned regulatory framework is available or provide an electronic copy of it:	<p>anualpartnership.aspx Dubai PPP Law - http://ogp.dubai.gov.ae/documants/pdf/ltk2odq4mzgwmw.pdf ; www.dof.gov.ae/en-us/publications/Lists/ContentListing/.../Guid%20to%20PPP%20.pdf Dubai PPP Manual- www.dof.gov.ae/en-us/publications/Lists/ContentListing/.../Guid%20to%20PPP%20.pdf</p>
2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?	<p>Yes</p>
Please describe:	<p>In December 2016, the Dubai Department of Finance released the Guide to Public Private Partnerships, in accordance with its mandate under Article 9(5) of Dubai PPP Law to develop a general guide to be followed by government entities when entering into PPP contracts - http://www.dof.gov.ae/en-us/publications/Lists/ContentListing/Attachments/377/Guid%20to%20PPP%20.pdf In January 2017, the federal Department of Finance released a manual for partnership between federal entities and private sector - https://www.mof.gov.ae/en/lawsandpolitics/cabinetresolutions/pages/proceduresmanualpartnership.aspx</p>
2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?	<p>No</p>
Please describe:	<p>n/a</p>
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.	<p>No</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	<p>Yes</p>

regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation	
If yes, please provide the relevant legal/regulatory provisions:	<p>Article 4(2)(A) of the Dubai PPP Law provides, “This Law will apply to: 2. any Project, regardless of its type, form, or activities, which is governed by a Partnership Contract between the Public Sector and the Private Sector in the Emirate concluded by any of the entities mentioned in paragraph (1) of this Article after the effective date of this Law. This will not include: a. Electricity and water production Partnership Projects governed by the above-mentioned Law No. (6) of 2011.”</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>Yes</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>Article 4(2)(A) of the Dubai PPP Law provides, “This Law will apply to: 2. any Project, regardless of its type, form, or activities, which is governed by a Partnership Contract between the Public Sector and the Private Sector in the Emirate concluded by any of the entities mentioned in paragraph (1) of this Article after the effective date of this Law. This will not include: a. Electricity and water production Partnership Projects governed by the above-mentioned Law No. (6) of 2011.”</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 legal/regulatory provisions:	<p>n/a</p>
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	<p>No</p>

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 United Arab Emirates and provide their website(s) (if available):	<p>Article 4 of the Dubai PPP Law provides its scope of application to, “1. Government Entities that are subject to the general budget of the Government. The SFC may extend the application of this Law to any Government Entity which is not subject to the general budget of the Government.” Therefore, any government entity meeting such qualification may be a procuring authority in Dubai. For purposes of the case study assumption, the Roads and Transport Authority (RTA) https://www.rta.ae shall be the relevant procuring authority.</p> <p>These shall be Federal Government Entities in accordance with the UAE Federal Manual, which provides in Section 1.5, “D- The competent authority in the Federal Entity or its delegate shall apply and control the application of the guiding procedures stipulated in this Manual when planning to implement major strategic projects under PPP.”</p>
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):	In Dubai, the Department of Finance - http://www.dof.gov.ae/en-us/Pages/Home/Home.aspx . Supreme Fiscal Committee shall assume the role of the relevant PPP Unit for purposes of the case study assumption.
6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.	Yes
6.2 PPP capacity building for other public authorities.	Yes

6.3 PPP promotion among the public and/or private sectors in national and international forums.	Yes
6.4 Technical support in implementing PPP projects.	Yes
6.5 Identification and selection of PPP projects from the pipeline.	No
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:	<p>Article 11 of the Dubai PPP Law provides, “ An internal committee named the “Partnership Committee” will be formed at each Government Entity. Members of this committee will be nominated pursuant to a resolution of the Director General. These committees will be responsible for performing all the duties stipulated in this Law and the resolutions issued in pursuance hereof. The resolutions forming such committees will determine their terms of reference and the procedures for holding their meetings.” The Dubai Department of Finance currently assumes such role in accordance with Article 9 of the Dubai PPP Law, which outlines functions for this department that are broad.</p> <p>Article 9 of the Dubai PPP Law lists the functions of the Department of Finance as, “For the purposes of this Law, the DOF will have the duties and powers to:</p> <ol style="list-style-type: none"> 1. develop the general policy regulating Partnership Projects between the Public Sector and the Private Sector, and submit the same to the SFC for approval; 2. propose updates and developments to the legislation regulating Partnerships based on the relevant best practices, the outcomes of Partnership Projects previously implemented by Government Entities, and the comments and proposals of these entities, taking into consideration the interests of the Public Sector and the Private Sector; 3. provide support and assistance to Government Entities in the preparation and development of Partnership initiatives; 4. contribute to creating a favourable environment to invest in Partnership Projects, and promote these Projects within and outside of the Emirate in coordination with

	<p>competent entities in the Emirate;</p> <p>5. prepare a general manual containing the rules and procedures that must be followed where a Government Entity wishes to conclude a Partnership Contract;</p> <p>6. in coordination with concerned Government Entities, overcome all the difficulties that a Project Company may face;</p> <p>7. propose necessary measures for developing Partnerships as a method of managing Projects and providing Government services; and</p> <p>8. perform any other duties that are required for the achievement of the objectives of this Law.”</p>
PPP Preparation	
8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 8 of the Dubai PPP Law provides, “a. A Partnership Project will be approved by:</p> <p>3. the DOF, where the total cost to be incurred by a Government Entity in respect of the Partnership Contract exceeds two hundred million Dirhams (AED 200,000,000.00), up to five hundred million Dirhams (AED 500,000,000.00); and</p> <p>4. the SFC, where the total cost to be incurred by a Government Entity in respect of the Partnership Contract exceeds five hundred million Dirhams (AED 500,000,000.00).</p> <p>b. Based on the recommendation of the Government Entity, feasibility studies, service quality assurance reviews, facility asset quality and maintenance reviews, and the rules and terms stipulated in this Law and the resolutions issued in pursuance hereof, the DOF and the SFC will issue their written approval of the Project Partnership in accordance with paragraphs (a)(3) and (a)(4) of this Article.”</p>
8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 8 of the Dubai PPP Law provides, “a. A Partnership Project will be approved by:</p> <p>3. the DOF, where the total cost to be incurred by a Government Entity in respect of the Partnership Contract exceeds two hundred million Dirhams (AED 200,000,000.00), up to five hundred million Dirhams (AED 500,000,000.00);</p> <p>c. No Government Entity may proceed to contract with a Partner unless the Partnership Project is approved by the Competent Authority in accordance with paragraph (a) of this Article.” Contributors confirm that a second approval by the Department of Finance is necessary in order to sign the PPP contract on this basis.</p>
8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.	<p>No</p>

If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting according to International Public Sector Accounting Standards (IPSAS).	n/a
Accounting and reporting according to other international standard (e.g. European System of Accounts).	n/a
Please specify:	n/a
Other.	n/a
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,	Yes

Parliament, Supreme Audit Office, etc.)?	
If yes, please specify the relevant authority	Supreme Committee of Fiscal Policy if the project is valued over AED 500,000,000 (\$136 Million)
and provide the relevant legal/regulatory provisions (if any):	Article 8 of the Dubai PPP Law provides, “a. A Partnership Project will be approved by: 4. the SFC, where the total cost to be incurred by a Government Entity in respect of the Partnership Contract exceeds five hundred million Dirhams (AED 500,000,000.00). b. Based on the recommendation of the Government Entity, feasibility studies, service quality assurance reviews, facility asset quality and maintenance reviews, and the rules and terms stipulated in this Law and the resolutions issued in pursuance hereof, the DOF and the SFC will issue their written approval of the Project Partnership in accordance with paragraphs (a)(3) and (a)(4) of this Article.”
9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before signing the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 8 of the Dubai PPP Law provides, “a. A Partnership Project will be approved by: 4. the SFC, where the total cost to be incurred by a Government Entity in respect of the Partnership Contract exceeds five hundred million Dirhams (AED 500,000,000.00) (\$136 Million). b. Based on the recommendation of the Government Entity, feasibility studies, service quality assurance reviews, facility asset quality and maintenance reviews, and the rules and terms stipulated in this Law and the resolutions issued in pursuance hereof, the DOF and the SFC will issue their written approval of the Project Partnership in accordance with paragraphs (a)(3) and (a)(4) of this Article. c. No Government Entity may proceed to contract with a Partner unless the Partnership Project is approved by the Competent Authority in accordance with paragraph (a) of this Article.” Contributors confirm that a second approval by the Supreme Fiscal Committee is necessary in order to sign the PPP contract on this basis.
10. Does the procuring authority use transaction advisors during the PPP project cycle?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 10 of the Dubai PPP Law provides that the government entity shall, “7. Select qualified consultancy companies to conduct studies related to the Project.” Article 11 of this Law furthermore provides for the Partnership Committee’s competencies where, “b. For the purposes of performing its duties, a Partnership Committee may seek assistance from the experts and specialists it deems appropriate”. The Dubai PPP Manual furthermore provides (pp. 91-94), Fifth: Partnership Project Consultants (Tendering Consultants) The completion of any successful partnership project depends primarily on organization and preparation for this process by the Government Entity and its ability to solicit consultancy services. The choice of consultants has on the perspective investors’ perception of the tendered

	<p>project, whether concerning how much interest they put in it or their preparedness to offer the expected price. Item (B) of Article (11) of the aforementioned Law No. (22) of Year 2015 stipulated that:</p> <p>“The Partnership Committee is entitled to solicit the support of experts and specialists it deems suitable, in order to perform their job”.</p> <p>The importance of tendering consultants arises from the fact that the partnership projects are complex projects that require specific skills and expertise related to the nature of each project. The Government entity may not have such experience; hence, the specialized consultants secure the skills and experience required for the success of the partnership. In addition, the close cooperation between consultants on the one hand and the partnership committee and the work team on the other hand play an important role in developing the skills of the committee members and any work team. Moreover, soliciting consultant’s saves from committing costly mistakes that can avoided, due to their knowledge of the best local and international practices and their implementation of similar partnership projects.</p> <p>In addition, contracting with consultants of good reputation asserts the credibility of the partnership, for renowned consultants are not willing to tie their names to projects that cannot executed. This tends to assure the investors as regards the soundness of the project, due to the independence of these consultants.</p>
<p>11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of</p>	<p>No</p>

PPPs with other public investment priorities.	
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
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.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 6 of the Dubai PPP Law provides, “When selecting Partnership Projects, the following must be taken into account: 2. The economic feasibility of the Project and its positive influence on approved development plans of the Emirate. 6. The priority and operational impact of the Project, and the extent to which it meets the needs of the Emirate.” Furthermore, Dubai PPP Manual (pp. 103-104) provides, “2.1 Justification by the Government Entity of the need of the partnership project</p> <p>This part aims to show the capability of the concerned government entity to define the current gap in the rendered public service. Analyzing its type and size in details and study how far the proposed project is suitable for bridging this gap. Reaching the best specifications of the project to meet these needs, taking into consideration that this gap may be present in the quality of the rendered service, or the amount required of the rendered service (beneficiary capacity) or the unavailability of the service. Hence, it is necessary that the government entity points this gap out when proposing the partnership project, in the file presented to the concerned authorities for approval. At that phase, the project consultants aid the partnership committee and the work team in developing this study by conducting a thorough analysis of the needs according to the following:</p> <p>A) The partnership project falls within the work scope of the proposed Government Entity</p> <p>The vision of the government entity of the concerned sector is studied, as well as the services that need be offered as per the policy of the sector and objectives mandated for the work of the Government Entity. Also, the proposed project’s alignment with these priorities is analyzed, and how far it contributes to the implementation of the sector’s policy, via looking into the following:</p> <ul style="list-style-type: none"> • Size of the project and its impact on the government’s general budget or the budget of the government entity; The expected outcome of rendering this service • The expected time schedule for initializing the service • Level of demand of service, and how much need the citizens of it.
The regulatory framework does not include any provisions but the procuring authority evaluates	No

the consistency of PPPs with other government investment priorities in practice.	
If yes, please elaborate:	n/a
The procuring authority does not evaluate PPPs against existing government priorities.	No
Please elaborate and provide examples:	n/a
11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?	Yes
If yes, please specify:	This is a standard prioritization in the Emirate of Dubai.
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)	<p>Article 5 of the Dubai PPP Law outlines the terms of partnerships and provides, “ b. To conclude a Partnership Contract in accordance with this Law, a Project must have economic, financial, technical, and social feasibility.”</p> <p>Article 6 of the Dubai PPP Law provides, “When selecting Partnership Projects, the following must be taken into account:</p> <ol style="list-style-type: none"> 1. The extent to which the Project serves the interest of the Government and the public interest; 2 . The economic feasibility of the Project and its positive influence on approved development plans of the Emirate.” <p>And the functions of government entities as per Article 10 of the Dubai PPP Law also provides, “For the purposes of this Law, a Government Entity will: 1. prepare the</p>

	studies required for determining the rationale behind implementing the proposed Project. These studies must feature the financial, economic, technical, and social feasibility and the beneficiaries of the Partnership, appropriate criteria for selecting a Partner, a Project implementation programme, and an implementation risk analysis.”
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Contributors provide this is part of the required feasibility studies for PPP projects.
12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)	Yes
Relevant legal/regulatory provision (if any)	<p>Article 5 of the Dubai PPP Law outlines the terms of partnerships and provides, “ b. To conclude a Partnership Contract in accordance with this Law, a Project must have economic, financial, technical, and social feasibility.”</p> <p>Article 6 of the Dubai PPP Law provides, “When selecting Partnership Projects, the following must be taken into account:</p> <p>2 . The economic feasibility of the Project and its positive influence on approved development plans of the Emirate;</p> <p>4. The volume of capital investment and the technical expertise that may effectively improve the performance of public facilities and ensure service quality.”</p> <p>And the functions of government entities as per Article 10 of the Dubai PPP Law also provides, “For the purposes of this Law, a Government Entity will: 1. prepare the studies required for determining the rationale behind implementing the proposed Project. These studies must feature the financial, economic, technical, and social feasibility and the beneficiaries of the Partnership, appropriate criteria for selecting a Partner, a Project implementation programme, and an implementation risk analysis.”</p>
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Contributors provide this is part of the required feasibility studies for PPP projects.
12.3. Risk identification, allocation and assessment (risk matrix)	Yes

Relevant legal/regulatory provision (if any)	<p>Article 6 of the Dubai PPP Law provides, “When selecting Partnership Projects, the following must be taken into account:</p> <p>3. The risks, especially environmental risks, that may arise as a result of implementing the Project through a Partnership”</p> <p>And the functions of government entities as per Article 10 of the Dubai PPP Law also provides, “For the purposes of this Law, a Government Entity will: 1. prepare the studies required for determining the rationale behind implementing the proposed Project. These studies must feature the financial, economic, technical, and social feasibility and the beneficiaries of the Partnership, appropriate criteria for selecting a Partner, a Project implementation programme, and an implementation risk analysis.”</p>
Is there a specific methodology for the assessment?	<p>Yes</p>
If yes, please elaborate	<p>The Dubai PPP Manual in p. 128 provides,</p> <p>7. Matrix Risk Control (MRC)</p> <p>It’s a matrix aiming to enable government entities concerned with partnership projects with the private sector to evaluate, distribute and manage all the main risks involved in the proposed project. Risk analysis is considered a main factor and component for the integral feasibility in the PPP. Also, defining and evaluating risks is a vital part in determining value for money. This matrix will help the government entities concerned with partnership projects to achieve three main objectives as follows:</p> <ul style="list-style-type: none"> • Developing the risk matrix as a guideline when conducting a feasibility study for a proposed partnership • Apply a standard approach for risk evaluation • Help to develop a government strategy for risk management before beginning negotiations with the private sector partner to rationalize the risk distribution. <p>The Matrix will help in defining each risk that has main threats and risk potentials, as well as economic impact in case it happens and the available alternatives to mitigate risks and decrease their impact. Also, distribution of the responsibility of dealing with risks, in addition to stating the factors that may affect the service provided by the partnership project as regards demand, occurrence of technical or human errors, or any other regulatory obstacles. It is important to study risks based on each project separately, as the risk matrix differ according to each project and so does risk distribution.</p>
Is the assessment done in practice?	<p>Yes</p>
Details:	<p>Contributors provide this is part of the required feasibility studies for PPP projects.</p>
12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives (i.e. value for money analysis, public sector comparator)	<p>Yes</p>
Relevant legal/regulatory provision (if any)	<p>Amongst the functions of government entities as per Article 10 of the Dubai PPP Law is, “For the purposes of this Law, a Government Entity will: 1. prepare the studies</p>

required for determining the rationale behind implementing the proposed Project. These studies must feature the financial, economic, technical, and social feasibility and the beneficiaries of the Partnership, appropriate criteria for selecting a Partner, a Project implementation programme, and an implementation risk analysis.” Moreover the Dubai PPP Manual in p. 127 specifically discusses “6. Public Sector Comparator (PSC)”

The role of the feasibility study lies mainly in showing value for money for any partnership project, which means the pure benefit realized for the contracting Government Entity during the project duration, in exchange for using the assets of the project or providing public service by the private sector partner according to the partnership contract. This includes cost, price quality, service improvement, risk transfer, or all these criteria together.

Cost and revenue analysis is crucial for any government entity in making decisions concerning the susceptibility of any project for application, whether or not a partnership project. In case of partnerships, this analysis shows value for money in using partnerships, compared to the option of Government takeover or even the public sector not providing the service and keeping it on the Government’s side. Moreover, the cost analysis is considered a good basis to be used by the Public Sector Comparator (PSC) for evaluating the bids submitted by the private sector.

PSC guarantees more accurate assessments for the project cost, which is a hypothetical cost altered in light of the risks in offering the public services concerning the relevant Government Entity. This is expressed as Net Present Value (NPV) based on the required public services (and output specifications), (Highest deduction rate – lowest deduction rate) net present value of cash-in flow than the lowest deduction rate = Lowest deduction rate + Net present value of cash flow than the lowest deduction rate Net present value of cash flow than the highest deduction rate taking into account the risk factors accompanying partnerships.

Accordingly, the PSC takes into account the following aspects when assessed:

- The basic PSC: The basic cost (direct and indirect) according to the government takeover, as the required services are directly offered from the public sector according to the performance requirements defined by the concerned authority.

- Competitive neutralism: making all amendments concerning incentives and any other elements needed for the proposed partnership project before developing the Public Sector Comparator.
- Another important aspect that needs to be taken into account when the Government Entity compares the partnership offers with the basic PSC is the risk factor, which can be divided as follows:
 - Ongoing government risks: Which is the cost of the risks the Government has to bear according to the partnership project.
 - Transferred risks: Is the cost of the risks (from the Government’s perspective) that need to be borne by the private sector according to the partnership project.

There isn’t a fixed form of Public Sector Comparator that is suitable for all partnership projects, but the private sources of partnerships can be relied on, helping in develop the commercial case of the partnership and one of the recommended sources is Public Sector Comparator – The best Canadian Practice Guide, which deals with developing a Public Sector Comparator concerning partnerships. The above shows that the Public Sector Comparator realizes the following objectives:

- A tool for the availability of information, data and indices concerning the partnership

	<p>project to find out whether the partnership is financially executable and offers value for money, hence it should be internally developed before tendering the project.</p> <ul style="list-style-type: none"> • The Public Sector Comparator works as a good criterion in evaluating the bids, i.e. if the bids offer the expected and desired value for money by the government entity concerned with the project.” <p>The Federal PPP Manual also provides, “5.4 Feasibility Study Template</p> <p>The feasibility study template determines the manner or method to assess the feasibility of the partnership project. The feasibility is fundamental in achieving value for money for the joint projects with the private sector. Therefore, it is essential to study the business status and ensure the same prior to taking any decision to use the partnership approach with the private sector. The feasibility study template focuses on assessment of the value for money and the possibility of implementing the project, subject to:</p> <ol style="list-style-type: none"> 1- Public sector comparator (PSC). 2- Public sector comparator modified to contain risk. 3- Main reference model for partnership (to be compared with the Public Sector Comparator).”
<p>Is there a specific methodology for the assessment?</p>	<p>Yes</p>
<p>If yes, please elaborate</p>	<p>The Dubai PPP Manual in p. 127 specifically discusses “6. Public Sector Comparator (PSC)” and provides, “The role of the feasibility study lies mainly in showing value for money for any partnership project, which means the pure benefit realized for the contracting Government Entity during the project duration, in exchange for using the assets of the project or providing public service by the private sector partner according to the partnership contract. This includes cost, price quality, service improvement, risk transfer, or all these criteria together.</p> <p>Cost and revenue analysis is crucial for any government entity in making decisions concerning the susceptibility of any project for application, whether or not a partnership project. In case of partnerships, this analysis shows value for money in using partnerships, compared to the option of Government takeover or even the public sector not providing the service and keeping it on the Government’s side. Moreover, the cost analysis is considered a good basis to be used by the Public Sector Comparator (PSC) for evaluating the bids submitted by the private sector.</p> <p>PSC guarantees more accurate assessments for the project cost, which is a hypothetical cost altered in light of the risks in offering the public services concerning the relevant Government Entity. This is expressed as Net Present Value (NPV) based on the required public services (and output specifications), (Highest deduction rate – lowest deduction rate) net present value of cash-in flow than the lowest deduction rate = Lowest deduction rate + Net present value of cash flow than the lowest deduction rate Net present value of cash flow than the highest deduction rate taking into account the risk factors accompanying partnerships.</p> <p>Accordingly, the PSC takes into account the following aspects when assessed: • The basic PSC: The basic cost (direct and indirect) according to the government takeover, as the required services are directly offered from the public sector according to the performance requirements defined by the concerned authority.</p>

	<ul style="list-style-type: none"> • Competitive neutralism: making all amendments concerning incentives and any other elements needed for the proposed partnership project before developing the Public Sector Comparator. • Another important aspect that needs be taken into account when the Government Entity compares the partnership offers with the basic PSC is the risk factor, which can be divided as follows: <ul style="list-style-type: none"> • Ongoing government risks: Which is the cost of the risks the Government has to bear according to the partnership project. • Transferred risks: Is the cost of the risks (from the Government’s perspective) that need to be borne by the private sector according to the partnership project. <p>There isn’t a fixed form of Public Sector Comparator that Is suitable for all partnership projects, but the private sources of partnerships can be relied on, helping in develop the commercial case of the partnership and one of the recommended sources is Public Sector Compotator – The best Canadian Practice Guide, which deals with developing a Public Sector Comparator concerning partnerships. The above shows that the Public Sector Comparator realizes the following objectives:</p> <ul style="list-style-type: none"> • A tool for the availability of information, data and indices concerning the partnership project to find out whether the partnership is financially executable and offers value for money, hence it should be internally developed before tendering the project. • The Public Sector Comparator works as a good criterion in evaluating the bids, i.e. if the bids offer the expected and desired value for money by the government entity concerned with the project.” <p>The Federal PPP Manual also provides, “5.4 Feasibility Study Template</p> <p>The feasibility study template determines the manner or method to assess the feasibility of the partnership project. The feasibility is fundamental in achieving value for money for the joint projects with the private sector. Therefore, it is essential to study the business status and ensure the same prior to taking any decision to use the partnership approach with the private sector. The feasibility study template focuses on assessment of the value for money and the possibility of implementing the project, subject to:</p> <ol style="list-style-type: none"> 1- Public sector comparator (PSC). 2- Public sector comparator modified to contain risk. 3- Main reference model for partnership (to be compared with the Public Sector Comparator).”
Is the assessment done in practice?	Yes
Details:	Contributors provide this is part of the required feasibility studies for PPP projects.
12.5. Financial viability or bankability assessment	Yes
Relevant legal/regulatory provision (if any)	<p>Article 5 of the Dubai PPP Law outlines the terms of partnerships and provides, “ b. To conclude a Partnership Contract in accordance with this Law, a Project must have economic, financial, technical, and social feasibility.”</p> <p>Article 6 of the Dubai PPP Law provides, “When selecting Partnership Projects, the following must be taken into account:</p> <ol style="list-style-type: none"> 2 . The economic feasibility of the Project and its positive influence on approved development plans of the Emirate; 4. The volume of capital investment and the technical expertise that may effectively

	<p>improve the performance of public facilities and ensure service quality.”</p> <p>And the functions of government entities as per Article 10 of the Dubai PPP Law also provides, “For the purposes of this Law, a Government Entity will: 1. prepare the studies required for determining the rationale behind implementing the proposed Project. These studies must feature the financial, economic, technical, and social feasibility and the beneficiaries of the Partnership, appropriate criteria for selecting a Partner, a Project implementation programme, and an implementation risk analysis.”</p>
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Contributors provide this is part of the required feasibility studies for PPP projects.
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)	<p>The PPP Manual provides on p. 113, “Accordingly, due to the scenarios based on different assumptions of the basic variables, the financial outcomes resulting from the financial study - whether on the internal revenue level, net current value of cash flow, or by calculating some financial rates- indicate how far the partnership project attracts finance from financial corporations. It also measures the desire of potential investors to participate in the capital. The study helps in evaluating how far guarantees and financial support are needed to enhance the creditworthiness of the partnership project. It may be beneficial in this phase to test the market reaction towards approved assumptions in developing the financial study. This can be an evaluation of the project’s realism and its determinants. This is done via workshops, lectures, field presentations and requesting evaluation remarks from potential investors. The main consultant of the project conducts this test in collaboration with the work team under the supervision of the partnership committee.”</p>
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Contributors point out that this assessment is conducted in practice.
12.7. Environmental impact assessment	Yes
Relevant legal/regulatory provision (if any)	<p>Article 6 of the Dubai PPP Law provides, “When selecting Partnership Projects, the following must be taken into account:</p> <p>3. The risks, especially environmental risks, that may arise as a result of implementing the Project through a Partnership.”</p>

	The Dubai PPP Manual in pp. 106-107 (2.4) also addresses “Evaluation of the Environmental Impact”.
Is there a specific methodology for the assessment?	No
If yes, please elaborate	n/a
Is the assessment done in practice?	Yes
Details:	Contributors provide this is part of the required feasibility studies for PPP projects.
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)?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
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?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
specify the website	n/a
please specify which of the assessments are published online:	n/a
14. Does the procuring authority include a draft PPP contract in the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 18 of the Dubai PPP Law provides, "A Government Entity will prepare the Tender documents of the Partnership Project. Tender documents must contain: 4. Fundamental and supplementary terms of the Partnership Contract." The Dubai PPP Manual pp. 199-210 furthermore includes a Draft Contract to be "used as a tool that would help in legalizing and standardizing texts and provisions - as much as possible - before the project company concerned government entities."
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)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Article 26 of the Dubai PPP Law provides, "A Partnership Contract must contain the fundamental provisions governing the Partnership, and the mutual obligations of the parties which mainly include: 3. The responsibility for obtaining licenses, permits, and approvals."
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)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Article 26 of the Dubai PPP Law provides, "A Partnership Contract must contain the fundamental provisions governing the Partnership, and the mutual obligations of the parties which mainly include: 3. The responsibility for obtaining licenses, permits, and approvals."
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)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Article 26 of the Dubai PPP Law provides, "A Partnership Contract must contain the fundamental provisions governing the Partnership, and the mutual obligations of the parties which mainly include: 3. The responsibility for obtaining licenses, permits, and approvals."
16.4. Obtaining the required land: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
16.5. Obtaining the required right of way: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
PPP Procurement	
18. Which of the following options best describes the required qualifications of the	No

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.	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The bid evaluation committee members require sufficient qualification without specific details.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The bid evaluation committee members are not required to have any specific qualifications.	Yes
Please elaborate and provide examples:	<p>Article 11 of the Dubai PPP Law provides,</p> <p>“a. An internal committee named the “Partnership Committee” will be formed at each Government Entity. Members of this committee will be nominated pursuant to a resolution of the Director General. These committees will be responsible for performing all the duties stipulated in this Law and the resolutions issued in pursuance hereof. The resolutions forming such committees will determine their terms of reference and the procedures for holding their meetings.</p> <p>b. For the purposes of performing its duties, a Partnership Committee may seek assistance from the experts and specialists it deems appropriate.</p> <p>c. Where the total cost to be incurred by a Government Entity in respect of a Partnership Contract exceeds two hundred million Dirhams (AED 200,000,000.00), members of the Partnership Committee must include representative from the DOF nominated by its Director General.” The aforementioned Article does not provide for specific qualifications that such Committee members must meet.</p>
19. Does the procuring authority issue a public procurement notice of the PPP project?	Yes
If yes, please specify the means of publication and	<p>Article 15 of the Dubai PPP Law provides, “Subject to paragraph (c) of Article (14) of this Law, a Government Entity must, prior to initiating the tendering process, follow the company prequalification procedures to shortlist the companies eligible for</p>

provide the relevant legal/regulatory provisions (if any):	entering into Partnership with that Government Entity. This includes: 1. Clearly announcing the Project and its details in various media sufficient time in advance of initiating the tendering process.”
19.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	Article 15 of the Dubai PPP Law provides, “Subject to paragraph (c) of Article (14) of this Law, a Government Entity must, prior to initiating the tendering process, follow the company prequalification procedures to shortlist the companies eligible for entering into Partnership with that Government Entity. This includes: 1. Clearly announcing the Project and its details in various media sufficient time in advance of initiating the tendering process.” Contributors confirm that online publications are done accordingly and fall under the scope of “media”. The public procurement notice is published on the website of the Roads and Transport Authority, for purposes of this analysis, https://www.rta.ae/wps/portal/rta/ae/about-rta/contractors-suppliers/bids-announcement/
20. Are foreign companies prohibited from participating in the bidding process?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 19 of the Dubai PPP Law provides, “Upon approval of the Project by the Competent Authority, a Government Entity will, in accordance with the principles, rules, and procedures determined in the resolutions issued in implementation of this Law, invite prequalified Partners to collect the Tender documents of the Partnership Project. Bidders must be provided sufficient time to submit their bids in accordance with the Tender documents of the Project.”
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?	No

Open tendering: Available	
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.2. Restricted tendering (with pre-qualification stage): Available	No
Default	Yes
Relevant legal/regulatory provision (if any)	Article 15 of the Dubai PPP Law provides, "Subject to paragraph (c) of Article (14) of this Law, a Government Entity must, prior to initiating the tendering process, follow the company prequalification procedures to shortlist the companies eligible for entering into Partnership with that Government Entity. This includes: 1. Clearly announcing the Project and its details in various media sufficient time in advance of initiating the tendering process; and 2. Complying with the rules and criteria stipulated in this Law and the resolutions issued in pursuance hereof."
22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.4. Competitive dialogue: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.5. Direct negotiation with more than one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.6. Direct negotiation with only one candidate: Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	Article 14 of the Dubai PPP Law provides, "a. The process of selecting a Project Partner will be subject to the principles of openness, transparency, fair competition, equal opportunity, equality, announcement of competition, and achieving the public

	<p>interest. This process must be conducted in accordance with the rules and procedures stipulated in this Law and the resolutions issued in pursuance hereof.</p> <p>c. Notwithstanding the provisions of paragraph (a) of this Article, a Government Entity may directly contract with a Project Company where the Project is solely created by such company.”</p>
22.7 Other. Specify:	n/a
Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article (18) of the Dubai PPP Law provides,</p> <p>“The Government Entity develops an RFP for the partnership project. This RFP is to include the following: 1. Information concerning the project, sufficient for developing and submitting an offer.</p> <p>2. Specifications of the project and the technical and financial requirements that are to be present in the submitted bid.</p> <p>3. Description of the end-user service, required service level including KPIs, safety, security and environmental protection standards...etc.</p> <p>4. Main and complementary conditions of the partnership contract</p> <p>5. Documents, models and due dates concerning the partnership</p> <p>6. Bid bond and method of calculating the final L/G.</p> <p>7. Define the means and criteria of comparing submitted bids</p> <p>8. Due date for receiving bids.”</p> <p>Article 15 of the Dubai PPP Law also provides, “Subject to paragraph (c) of Article (14) of this Law, a Government Entity must, prior to initiating the tendering process, follow the company prequalification procedures to shortlist the companies eligible for entering into Partnership with that Government Entity. This includes: 1. Clearly announcing the Project and its details in various media sufficient time in advance of initiating the tendering process.”</p>
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	<p>Article (18) of the Dubai PPP Law provides,</p> <p>“The Government Entity develops an RFP for the partnership project. This RFP is to</p>

legal/regulatory provisions (if any):	<p>include the following: 1. Information concerning the project, sufficient for developing and submitting an offer.</p> <p>2. Specifications of the project and the technical and financial requirements that are to be present in the submitted bid.</p> <p>3. Description of the end-user service, required service level including KPIs, safety, security and environmental protection standards...etc.</p> <p>4. Main and complementary conditions of the partnership contract</p> <p>5. Documents, models and due dates concerning the partnership</p> <p>6. Bid bond and method of calculating the final L/G.</p> <p>7. Define the means and criteria of comparing submitted bids</p> <p>8. Due date for receiving bids.”</p> <p>Article 15 of the Dubai PPP Law also provides, “Subject to paragraph (c) of Article (14) of this Law, a Government Entity must, prior to initiating the tendering process, follow the company prequalification procedures to shortlist the companies eligible for entering into Partnership with that Government Entity. This includes: 1. Clearly announcing the Project and its details in various media sufficient time in advance of initiating the tendering process.”</p>
22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?	<p>Yes</p>
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	<p>This is in application of Article 20 of the Dubai PPP Law, which provides, “To be accepted, a bid competing for the Partnership must meet all the technical and financial requirements and specifications stipulated in the Tender documents of the Project. Any bid that does not meet these requirements and specifications will be disqualified.”</p>
If no, please elaborate:	<p>n/a</p>
23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Dubai PPP Manual p. 153 under “Fifth: Proposals (Preparation, receipt and envelopes opening)”</p> <p>“1-Proposals preparation:” provides,</p> <p>“Those eligible bidders, that withdrew the tender book, shall during this phase, prepare their technical and financial proposals and for this purpose, eligible bidders may access all documents available on the website and to organize field visits to the project site in compliance with those rules and periods stated in the tender book. The website is a liaison for communication between bidders and the governmental body, through which the latter provides bidders with explanations and responses to raised questions. Communication with bidders shall be made with complete transparency and impartiality. All correspondence between bidders and the Government Entity shall be in writing. In addition, all explanations and answers –</p>

	<p>together with relevant questions – shall be distributed to all bidders without disclosing such bidder that raised those questions. This shall not apply at those questions pertinent to the technical proposal which shall be deemed as a property right to the asking bidder. Moreover, bidders may be asked to present observations about the partnership contract draft or any other documents such as the by-laws of the due to be established company for the project in case the partnership committee prepares and suggests the same.”</p>
<p>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Dubai PPP Manual p. 153 under “Fifth: Proposals (Preparation, receipt and envelopes opening)” “1-Proposals preparation:” provides, “Those eligible bidders, that withdrew the tender book, shall during this phase, prepare their technical and financial proposals and for this purpose, eligible bidders may access all documents available on the website and to organize field visits to the project site in compliance with those rules and periods stated in the tender book. The website is a liaison for communication between bidders and the governmental body, through which the latter provides bidders with explanations and responses to raised questions. Communication with bidders shall be made with complete transparency and impartiality. All correspondence between bidders and the Government Entity shall be in writing. In addition, all explanations and answers – together with relevant questions– shall be distributed to all bidders without disclosing such bidder that raised those questions. This shall not apply at those questions pertinent to the technical proposal which shall be deemed as a property right to the asking bidder. Moreover, bidders may be asked to present observations about the partnership contract draft or any other documents such as the by-laws of the due to be established company for the project in case the partnership committee prepares and suggests the same.”</p>
<p>23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</p>	<p>Yes</p>
<p>If yes, please specify:</p>	<p>This is in application of Dubai PPP Laws and the Manual and to provide a transparent bidding process (as per Article 14 of the Dubai PPP Law).</p>
<p>If no, please elaborate:</p>	<p>n/a</p>
<p>24. Besides questions and clarifications, can the procuring</p>	<p>Yes</p>

authority conduct pre-bidding conference?	
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	<p>Article 16 of the Dubai PPP Law provides,</p> <p>“a. A Government Entity may hold preliminary meetings with prequalified Partners to discuss matters related to the preliminary specifications and conditions of a Project, and other relevant matters.</p> <p>b. For confidentiality purposes, a prequalified Partner may request a Government Entity not to publish or disclose the data relating to his economic or financial forecasts which are relevant to a Partnership Project.</p> <p>c. For purposes of ensuring equality and equal opportunity, prequalified Partners will be treated in accordance with the rules and principles stated in Article (14) of this Law.</p> <p>d. Prior to the tendering process, a Government Entity may, based on valid reasons and approval of the Competent Authority, vary certain Project specifications and terms of the Partnership without affecting prequalification criteria. Such variation must be clearly and expressly announced in various media sufficient time prior to the tendering process.</p>
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?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 16 of the Dubai PPP Law provides,</p> <p>“a. A Government Entity may hold preliminary meetings with prequalified Partners to discuss matters related to the preliminary specifications and conditions of a Project, and other relevant matters.</p> <p>b. For confidentiality purposes, a prequalified Partner may request a Government Entity not to publish or disclose the data relating to his economic or financial forecasts which are relevant to a Partnership Project.</p> <p>c. For purposes of ensuring equality and equal opportunity, prequalified Partners will be treated in accordance with the rules and principles stated in Article (14) of this Law.</p> <p>d. Prior to the tendering process, a Government Entity may, based on valid reasons and approval of the Competent Authority, vary certain Project specifications and terms of the Partnership without affecting prequalification criteria. Such variation must be clearly and expressly announced in various media sufficient time prior to the tendering process.”</p> <p>The default is disclosure in accordance with previously mentioned Article 14 of the same Law, unless the prequalified partner requests otherwise.</p>
24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?	<p>Yes</p>

If yes, please specify:	This is in application of Dubai PPP Laws and the Manual and to provide a transparent bidding process (as per Article 14 of the Dubai PPP Law).
If no, please elaborate:	n/a
25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
If no, please elaborate:	n/a
26. Does the procuring authority evaluate the 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):	Article 22 of the Dubai PPP Law provides, "The Partnership Committee will review and assess the technical, financial, and legal aspects of bids, determine accepted and disqualified bids, and assess their conformity to the announced terms and specifications. Each bid will be awarded an assessment score in accordance with the rules and procedures determined in the Tender documents of the Project."
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.	Yes

Please specify and provide the relevant legal/regulatory provisions (if any):	<p>Article 24 of the Dubai PPP Law provides,</p> <p>“a. A Tender for a Partnership may be cancelled by the Partnership Committee in the following cases: 1. Where a sole bid is submitted, or remains after disqualifying unacceptable bids;</p> <p>2. Where all or most of the bids contain reservations that contradict with the required terms and specifications, which renders these bids difficult to assess technically or financially;</p> <p>3. Where the lowest bid unjustifiably exceeds the initial estimate of the Government Entity, or, for revenue-generating Contracts, where the value of the highest bid is less than such estimate; or</p> <p>4. Where the public interest requires cancelling the Tender.</p> <p>b. The Tender cancellation decision must be reasoned, and no bidder may claim any compensation as a result of the cancellation.</p> <p>c. Notwithstanding the provisions of paragraph (a) of this Article, a Partnership Committee may, in special cases where the public interest so requires, accept a sole bid or a bid whose value exceeds, or is below, the estimated value of the Tender.”</p>
The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.	<p>No</p>
Please provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
The procuring authority does not award a PPP contract if only one proposal is submitted.	<p>No</p>
Please provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
The regulatory framework does not include any provisions.	<p>No</p>
28. Does the procuring authority publish the award notice?	<p>Yes</p>
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	<p>No regulatory basis</p>

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):	<p>Dubai PPP Manual p. 164 provides, “Seventh: Contract Award” “Section (B) of article (14) of law No (22) of 2015 on the public private partnership provides that: “B-A partner shall meet approved financial and technical standards, regulations and conditions. In addition, it shall have the ability and efficiency in its field and specialization” If the committee takes no decision to negotiate with the submitter of the best offer or two best offers, the contract will be awarded to the best offer according to the assessment result. All assessed bidders shall be notified of the assessment result.”</p>
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 legal/regulatory provisions (if any):	n/a
30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a

30.1. Is the standstill period set out in the notice of intention to award?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of the PPP contract in order to prevent an unfair disadvantage to the other bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Article (14) of the Dubai PPP Law, “B-A partner shall meet approved financial and technical standards, regulations and conditions. In addition, it shall have the ability and efficiency in its field and specialization.” The Dubai PPP Manual (p.165) under “Seventh: Contract Award” has made it clear that</p> <p>“If a decision is taken to negotiate with the best bidder: the partnership committee invites the best bidder to negotiate the submitted bid including details and explanations thereof and its reservations concerning the tender conditions and specifications. The committee shall determine, in the invitation, both the agenda of negotiation and specified period of negotiation and the latter shall be conducted under the supervision of the concerned authority. The partnership committee may seek help and contract with domestic or foreign experts and consultants to finalize its works. Such negotiations may not – at all cases – discuss any contractual conditions defined in the invitation for the tender as non-negotiable or as essential conditions according to the tender conditions and specifications. No amendment shall be made to technical and financial conditions upon which the bid was assessed. Negotiations may not result in amendments to the project conditions that relieve the best bidder from its responsibilities stated in the standard conditions in the risks distribution table specified in the tender book. Those negotiations shall be recorded in MoM signed by both the bidder and the negotiating parties. Explanations and details submitted by the best bidder in that regard shall be deemed as an integral part of its bid.”</p>
31.1. Based on your experience, is it always the case that this restriction is respected in practice?	Yes
If yes, please specify:	Contributors confirm this is respected in practice to ensure a fair bidding process.
If no, please elaborate:	n/a
32. Does the procuring authority	No

publish the PPP contract?	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
32.1. If yes, which of the following options best describes this 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	n/a
Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes	n/a
Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes	n/a
32.2. If yes, is it published online?	n/a
If yes, please specify the website:	n/a
32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?	n/a
If yes, please provide the relevant	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)?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 34 of the Dubai PPP Law provides, “Without prejudice to the functions of the Financial Audit Department, a Government Entity will follow up the implementation and supplies of the Project, and the provision of services under the Partnership Contract, and will ensure that required service levels are met. For this purpose, it may, in accordance with the terms and provisions of the Partnership Contract and the legislation in force in the Emirate, appoint representatives to monitor the implementation of the Project. A Government Entity must, in accordance with the procedures, rules, and time frames determined in the resolutions issued in implementation hereof, submit to the Partnership Committee periodic reports on work progress.”</p> <p>Article 10 of the Dubai PPP Law while outlining the functions of government entities also provides that it shall,</p> <p>“9. Supervise the proper performance by the Project Company of its obligations under the Partnership Contract, and take immediate and appropriate measures to remedy any breach or omission in the performance of such obligations in a manner that ensures that the Project continues to achieve its objectives;</p> <p>10 .Coordinate with Competent Authorities to overcome any obstacles that may prevent the implementation of the Project.”</p>
41.1. If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team	<p>Yes</p>
Relevant legal/regulatory provisions (if any):	<p>Article 34 of the Dubai PPP Law provides, “Without prejudice to the functions of the Financial Audit Department, a Government Entity will follow up the implementation and supplies of the Project, and the provision of services under the Partnership Contract, and will ensure that required service levels are met. For this purpose, it may, in accordance with the terms and provisions of the Partnership Contract and the legislation in force in the Emirate, appoint representatives to monitor the implementation of the Project. A Government Entity must, in accordance with the procedures, rules, and time frames determined in the resolutions issued in implementation hereof, submit to the Partnership Committee periodic reports on work progress.” Dubai PPP Manual further provides on pp. 217-218 under “Operation Phase” that Mechanism of monitoring execution of the project by the government</p>

	<p>during this phase is limited to establishing a unit for managing the partnership project. The aims of such unit are: - Monitoring the project company's abidance by the standards of performance and maintenance. - Identifying the delays and defects that require taking actions by the government to enforce the agreement terms. - Issuing periodical monitoring reports.</p> <p>Before the start of this phase, the concerned government entity shall assign a unit for managing the project and it shall be different from the unit that supervised the project in the preparation phase due to the different competencies and experiences required in those two phases. "</p>
Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa	No
Relevant legal/regulatory provisions (if any):	n/a
Elaboration of a PPP implementation manual or an equivalent document	No
Relevant legal/regulatory provisions (if any):	n/a
Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)	No
Relevant legal/regulatory provisions (if any):	n/a
Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)	No
Relevant legal/regulatory provisions (if any):	n/a
41.2. Which of the following options best describes the required	No

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.	
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are required to meet sufficient qualification without specific details.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>The Dubai PPP Manual on pp. 220-221 provides, “Before the monitoring mission starts, the government entity shall form a competent and experienced team for such mission as this type of missions requires technical capabilities to study laws, regulations, agreements and contracts related to the partnership subject, considering the financial statements, analyzing data and using the mathematical and statistical methods, etc.</p> <p>The government entity shall equip its staff with the required skills and practical experiences to carry out the monitoring mission. This can be achieved through joining some staff members with external specialized organizations to gain the necessary experience and take part in workshops, seminars and conferences related to the partnership subjects, and benefiting from the other countries experiences. Furthermore, the government shall seek the help of consulting firms – if necessary – through contracting with some legal and financial experts and consultants in order to ensure accuracy of the conclusions and findings. The government may also contract with consulting firms including consultants, technicians and analysts in some of the inspection phases – whenever required –, provided that they shall not have any relation to the project or the facility subject of partnership. In case of hiring consulting firms, the contract shall be for an appropriate period of time in order for the government staff members to benefit from the experiences and develop the skills required to carry out the projects monitoring mission.</p> <p>If the government entity did not carry out any mission in the partnership field, it is appropriate to form the workgroup of the members who previously took part in the performance monitoring missions as monitoring partnership projects are similar to performance monitoring. Most important knowledge and skills that the team members should have can be summarized as follows: • Full knowledge of the partnership essence and its causes. • Ability to analyze and compare information and</p>

	<p>data. • Knowledge of the laws and regulations governing the partnership. • Ability to draw findings and recommendations. • Knowledge of the relevant entities and coordinate therewith any matters related to the partnership projects. • Ability to learn how to manage the public project funds to be included in the partnership projects. • Awareness of the economic, social and commercial trends in order to focus on the significant aspects related to monitoring.”</p>
<p>The PPP contract management team members are not required to meet any specific qualifications.</p>	<p>No</p>
<p>Please elaborate and provide examples:</p>	<p>n/a</p>
<p>42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Article 34 of the Dubai PPP Law provides, “Without prejudice to the functions of the Financial Audit Department, a Government Entity will follow up the implementation and supplies of the Project, and the provision of services under the Partnership Contract, and will ensure that required service levels are met. For this purpose, it may, in accordance with the terms and provisions of the Partnership Contract and the legislation in force in the Emirate, appoint representatives to monitor the implementation of the Project. A Government Entity must, in accordance with the procedures, rules, and time frames determined in the resolutions issued in implementation hereof, submit to the Partnership Committee periodic reports on work progress.”</p> <p>Article 10 of the Dubai PPP Law while outlining the functions of government entities also provides that it shall,</p> <p>“9. Supervise the proper performance by the Project Company of its obligations under the Partnership Contract, and take immediate and appropriate measures to remedy any breach or omission in the performance of such obligations in a manner that ensures that the Project continues to achieve its objectives;</p> <p>10 .Coordinate with Competent Authorities to overcome any obstacles that may prevent the implementation of the Project.”</p> <p>Article 26 of the Dubai PPP Law furthermore provides for the contents of the PPP contract that include, “14 .The procedures for ensuring continuity of the Project and works subject matter of the Partnership Contract upon expiry or revocation of the contract, or upon failure by the Project Company to meet its contractual obligations.”</p> <p>Dubai PPP Manual also provides on pp. 217-218 under “Operation Phase” that Mechanism of monitoring execution of the project by the government during this phase is limited to establishing a unit for managing the partnership project. The aims of such unit are: - Monitoring the project company’s abidance by the standards of performance and maintenance. - Identifying the delays and defects that require taking actions by the government to enforce the agreement terms. - Issuing periodical</p>

	<p>monitoring reports.”</p> <p>Additional components of monitoring the operations phase according to the Manual include:</p> <ul style="list-style-type: none"> • Supervising the project company operations in terms of outputs, and quality levels of the required services against the set standards. • Supervising the proposals of the plan for addressing the project company’s failures to abide by its obligations and imposition of penalties. • Managing existing dispute settlement and changes. • Ensuring that the project company operations satisfy the requirements specified in the partnership contract. • Availability of the project assets and delivering it at the end of the agreement’s period. • Preparing quarterly monitoring reports for the first two years and annual reports for the subsequent years. Copies of such reports shall be sent to the competent authority to take the appropriate decisions.” The Manual outlines more of such operations components in pp. 218-223.
42.1. If yes, is the PPP contract construction performance information made available to the public?	<p>No</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
42.2. If yes, is the PPP contract construction performance information made publicly available online?	<p>n/a</p>
If yes, please specify the website:	<p>n/a</p>
43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 34 of the Dubai PPP Law provides, “Without prejudice to the functions of the Financial Audit Department, a Government Entity will follow up the implementation and supplies of the Project, and the provision of services under the Partnership Contract, and will ensure that required service levels are met. For this purpose, it may, in accordance with the terms and provisions of the Partnership Contract and the legislation in force in the Emirate, appoint representatives to monitor the implementation of the Project.”</p> <p>Article 10 of the Dubai PPP Law while outlining the functions of government entities</p>

	<p>also provides that it shall, “9. Supervise the proper performance by the Project Company of its obligations under the Partnership Contract, and take immediate and appropriate measures to remedy any breach or omission in the performance of such obligations in a manner that ensures that the Project continues to achieve its objectives.” Article 26 of the Dubai PPP Law furthermore provides for the contents of the PPP contract that include, “14 .The procedures for ensuring continuity of the Project and works subject matter of the Partnership Contract upon expiry or revocation of the contract, or upon failure by the Project Company to meet its contractual obligations.” Dubai PPP Manual further provides in pp. 218-220 under “3- Project Delivery Phase” that “Agreements of any partnership project always include a clear legal text obliging the executing or sponsoring company of the project to deliver all assets and properties of the project on the specified delivery date. It shall be delivered in a good condition and free of any defect that may adversely affect the project’s future performance after it is transferred to the government. If there are any defects in the project equipment, the project execution company (the private sector partner) is legally obliged to fix such defect on its own cost. Also, subcontractors and suppliers dealing with the company shall bear the costs (if any of them caused, in anyway, a defect or serious issues to the project, its assets and/or important equipment from the viewpoint of the host governments which will be the project’s main future beneficiary).”</p>
43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed against evaluation criteria set in the tender documents and the PPP contract	<p>Yes</p>
Relevant legal/regulatory provisions (if any)	<p>Article 26 of the Dubai PPP Law provides that PPP contracts shall include, “6. The quality assurance methods; financial, administrative, and technical audit and supervision tools required for operating, utilizing, and maintaining the Project; and the performance indicators of the Project Company.” Dubai PPP Manual on p. 195 in the context of outlining the “ Clear Identification of Partnership Contract Parties’ Roles and Responsibilities”, provides, “Project Performance: The government entity is responsible for setting the performance standards and requirements. The requirements cover outputs, consumption, operation efficiency, maintenance needs and costs, quality of outputs during its lifetime and the operation cost. The government entity also monitors the private sector partner’s performance and take decision in light of the monitoring result. The project management team within the government entity (Partnership Committee) usually carries out the missions of monitoring and performance assessment. This is a very important responsibility and it always represent the biggest part of the government entity’s work during the partnership life cycle. Setting Standards for Ensuring Maintenance System Efficiency: At the time of transferring the project to the government, the project value and operational capacity have decreased as a result of consumption. To mitigate the adverse impact on the</p>

	project resulting from operation, the government entity need to ensure efficiency of the maintenance system (including replacement of spare parts and consumables) executed by the private sector partner in light of the nature of works included in the project.”
The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract	Yes
Relevant legal/regulatory provisions (if any)	<p>Article 26 of the Dubai PPP Law provides that PPP contracts shall include, “6. The quality assurance methods; financial, administrative, and technical audit and supervision tools required for operating, utilizing, and maintaining the Project; and the performance indicators of the Project Company.” Paragraph 12 provides, “The penalties that may be imposed on a Project Company if it fails to meet its contractual obligations.”</p> <p>The Draft Contract on pp. 118-210 of the Dubai PPP Manual includes, “14. Results of Low Level Performance: This article clearly identifies the steps that shall be taken against the private sector partner if the product or service levels are below the agreed level.</p> <p>The private sector partner’s low level performance depends on the surrounding circumstances and conditions. The partnership contract concluded with the government shall include the measures to be taken in cases of failure to meet the agreed performance levels as stated above.</p> <p>In general, there are two options for addressing poor performance:</p> <ul style="list-style-type: none"> • Financial arrangements (deduct from entitlements). • Non-financial arrangements: It may vary from sending early warning to the private sector partner regarding changes in the project to terminating the PPP project agreement.”
The private partner must provide the procuring or contract management authority with periodic operational and financial data	Yes
Relevant legal/regulatory provisions (if any)	Article 32 of the Dubai PPP Law provides, “6. Submit periodic reports to the Government Entity on the implementation of Project works, including construction, supplies, development, operation, maintenance, and management, and any other works requested by the Government Entity.”
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	Yes

Relevant legal/regulatory provisions (if any)	Article 10 of the Dubai PPP Law outlines the functions of government entities, which include, "12. Prepare quarterly reports on work progress throughout the performance of the Partnership Contract, and any obstacles hindering such performance; propose appropriate solutions to these obstacles; and submit the reports to the DOF."
The PPP contract performance information must be available to the public	No
Relevant legal/regulatory provisions (if any)	n/a
43.2. Is PPP contract performance information made publicly available online?	No
If yes, please specify the website:	n/a
44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during	n/a

an initial period (e.g. construction and first five years of operation).	
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.	n/a
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
In other cases, flexibility to change the ownership structure and/or assign the contract.	n/a
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Article 30 of the Dubai PPP Law provides, "The Partnership Committee may, after obtaining approval from the Director General or his authorized representative where public interest so requires, amend a Partnership Contract within the limits agreed upon in this contract. This amendment will be made in writing pursuant to a contract addendum concluded for this purpose." Article 31 furthermore provides, "A Partnership Contract may, in emergencies, be amended in accordance with the rules and principles stipulated therein. The resolutions issued in implementation of this Law will determine the rules governing emergencies, the payment of compensation to Partners, and the methods and rules of amending the Partnership Contract."</p>

46.1. If yes, is an approval from a government authority, other than the procuring authority, required?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
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.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the financial and/or economic balance of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the duration of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the agreed price or tariff.	No

If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
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):	Article 26 of the Dubai PPP Law provides components of the PPP contract that shall include, "9. The bases for the distribution of Project risks in cases of force majeure, emergency situations, or material hardships, and the grounds for assessment of the relevant compensation."
Material Adverse government action .	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Change in the Law.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	The Draft Contract in the Dubai PPP Manual p. 206 provides, "15. Change in Law: An article indicating the risks of changes in law shall be drafted, and it shall identify the types and patterns of change as the law changes may include risks that can be expected by the private sector partner."
Refinancing.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a

Subcontracting and replacement of the subcontractors.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 32 of the PPP Law provides the obligations of the private partner shall include, "8 . Not contract with any sub-contractors unless it first obtains the relevant written approval from the Government Entity. This must not affect the obligations of the Project Company prescribed by this Law and the resolutions issued in pursuance hereof, and the terms of the Partnership Contract."
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):	Article 35 of the Dubai PPP Law provides, "b. A Partnership Contract may not stipulate that disputes arising therefrom be referred to arbitration outside of the Emirate, or that any dispute regarding the arbitration or its related procedures be subject to any laws or rules other than those in force in the Emirate. Any provision to the contrary will be deemed void and non-binding." Dubai PPP Manual p. 210 in the Draft PPP Contract also provides, "I. Dispute Settlement: This article shall identify the procedures of dispute settlement by virtue of the PPP project agreement provisions. Dispute settlement shall not be through resorting to judiciary as a first option. But, disputes shall be settled through the goodwill efforts by both parties in amicable meetings held between both parties and referring the matters to the senior management and senior executive officers in each party. If the dispute cannot be settled amicably as aforementioned, resorting to judiciary shall be the last resort." Thus, dispute settlements are left for PPP contracts to regulate, in accordance with the aforementioned provisions of the Dubai PPP Law.
48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body	Yes
If yes, please specify:	The Department of Finance shall oversee complaints referred to as "grievances" pertaining to the procurement process rather than addressing disputes arising from or in connection with the implementation of the PPP contract according to Article 37 of the Dubai PPP Law. Article 37 provides, "a. Any affected party may submit a written grievance to the DOF against any decision or procedure taken by a Government Entity against him under this Law, the resolutions issued in pursuance hereof, or the Partnership Contract, within thirty (30) days from the date on which the contested decision or procedure is taken. The grievance must be accompanied by supporting

	<p>documentation.</p> <p>b. The DOF must review the grievance referred to in paragraph (a) of this Article within thirty (30) days from the date on which it is submitted to it, and must render the relevant appropriate decision.”</p>
Local courts	Yes
Domestic arbitration	Yes
International arbitration	Yes
Investor-State Dispute Settlement (ISDS)	No
Mediation	Yes
Please provide the relevant legal/regulatory/standard contractual provisions (if any)	<p>Article 35 of the Dubai PPP Law provides, “b. A Partnership Contract may not stipulate that disputes arising therefrom be referred to arbitration outside of the Emirate, or that any dispute regarding the arbitration or its related procedures be subject to any laws or rules other than those in force in the Emirate. Any provision to the contrary will be deemed void and non-binding.” Dubai PPP Manual p. 210 in the Draft PPP Contract also provides, “1. Dispute Settlement: This article shall identify the procedures of dispute settlement by virtue of the PPP project agreement provisions. Dispute settlement shall not be through resorting to judiciary as a first option. But, disputes shall be settled through the goodwill efforts by both parties in amicable meetings held between both parties and referring the matters to the senior management and senior executive officers in each party. If the dispute cannot be settled amicably as aforementioned, resorting to judiciary shall be the last resort.” The UAE Civil Procedure Code, Federal Law No. (11) of 1992 Chapter Three on Arbitration shall apply. DIAC Statute Rules Number (10) of 2004 (amended in 2009) also establishes Dubai International Arbitration Centre, seated in Dubai, mainly “providing services of settling national and international commercial disputes through conciliation, arbitration and other methods of Alternative Dispute Resolution in accordance with the rules and by-laws issued under the provisions of this Statute or the rules agreed upon between the parties of the dispute” according to Article 3 of this Statute. Thus, dispute settlements are left for PPP contracts to regulate, in accordance with the aforementioned provisions of the Dubai PPP Law.</p>
48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration	Yes
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	<p>The UAE Civil Procedure Code, Federal Law No. (11) of 1992 Chapter Three on Arbitration shall apply. Article 215 of the UAE Civil Procedures Code provides, “1. The arbitrators’ award may not be enforced unless the same has been approved by the court with which the award was filed; provided that the court has reviewed the award and the terms of reference and ensured that there is no encumbrance to such enforcement. The said court shall, at the request of one of the parties concerned, correct the material errors in the arbitrators’ award in accordance with the legally prescribed manners applicable to correction of errors.</p> <p>2. The Execution Judge has the jurisdiction to all the matters related to the execution of the arbitrators’ awards.”</p> <p>DIAC Statute Rules Number (10) of 2004 (amended in 2009) also establishes the Dubai</p>

	International Arbitration Centre, seated in Dubai, mainly “providing services of settling national and international commercial disputes through conciliation, arbitration and other methods of Alternative Dispute Resolution in accordance with the rules and by-laws issued under the provisions of this Statute or the rules agreed upon between the parties of the dispute” according to Article 3 of this Statute.
International arbitration	Yes
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	<p>The UAE Civil Procedure Code, Federal Law No. (11) of 1992 Chapter Three on Arbitration shall apply. Article 215 of the UAE Civil Procedures Code provides, “1. The arbitrators’ award may not be enforced unless the same has been approved by the court with which the award was filed; provided that the court has reviewed the award and the terms of reference and ensured that there is no encumbrance to such enforcement. The said court shall, at the request of one of the parties concerned, correct the material errors in the arbitrators’ award in accordance with the legally prescribed manners applicable to correction of errors.</p> <p>2. The Execution Judge has the jurisdiction to all the matters related to the execution of the arbitrators’ awards.”</p> <p>DIAC Statute Rules Number (10) of 2004 (amended in 2009) also establishes the Dubai International Arbitration Centre, seated in Dubai, mainly “providing services of settling national and international commercial disputes through conciliation, arbitration and other methods of Alternative Dispute Resolution in accordance with the rules and by-laws issued under the provisions of this Statute or the rules agreed upon between the parties of the dispute” according to Article 3 of this Statute.</p> <p>The UAE is also party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958) on 21/08/2006.</p> <p>Nonetheless, restrictions as per Article 35 of the Dubai PPP Law must be considered. Article 35 provides, “b. A Partnership Contract may not stipulate that disputes arising therefrom be referred to arbitration outside of the Emirate, or that any dispute regarding the arbitration or its related procedures be subject to any laws or rules other than those in force in the Emirate. Any provision to the contrary will be deemed void and non-binding.”</p> <p>Thus, while the nature of the dispute may be of an international nature, the award may only be enforced if the seat of arbitration is the Emirate of Dubai in PPP contracts that fall under the case study assumption.</p>
Investor-State arbitration	No
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	n/a
49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV)	No

in financial difficulty prior to insolvency?	
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?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
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.	n/a
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.	n/a
If yes, please specify and provide the relevant legal/regulatory/stan	n/a

Standard contractual provisions (if any):	
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	n/a
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Other.	n/a
Please Specify:	n/a
51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	Article 26 of the Dubai PPP Law provides that PPP contracts shall include, "10. The term of contract, cases of early partial or complete termination, and rights and obligations of the parties; 11. The cases where a Government Entity may unilaterally terminate the contract." This is also provided for in the Draft PPP contract on pp. 206-208 of the Dubai PPP Manual.
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):	Article 26 of the Dubai PPP Law provides that PPP contracts shall include, "13. The rules and procedures for recovering the Project upon expiry, unilateral termination, or early or partial termination of contract." This is also provided for in Draft PPP contract on pp. 208-209 of the Dubai PPP Manual, which particularly mentions procedures for "Returning the Project Assets to the Concerned Government Entity."
Unsolicited Proposals	
34. Are unsolicited proposals in United Arab Emirates: (choose only one): Explicitly prohibited by the legal	No

framework? (If prohibited, skip to section F)	
Explicitly allowed by the legal framework?	Yes
Not regulated by the legal framework, but do happen in practice?	No
Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)	No
If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions	<p>Article 12 of the Dubai PPP Law provides, “A Partnership Project may be proposed by a Government Entity or by the Private Sector.” Article 14 of the same Law also provides, “c. Notwithstanding the provisions of paragraph (a) of this Article, a Government Entity may directly contract with a Project Company where the Project is solely created by such company.” Dubai PPP Manual also provides on p. 86 under “2. Proposal by the Private Sector Company” that “Any natural or legal person can present an idea to the concerned Government Entity concerning requesting to execute a project according to partnership system. This request is to include the following:</p> <p>A) A preliminary feasibility study showing the elements of the project, preliminary estimates of its costs and benefits according to the provisions of the partnership law.</p> <p>B) Information concerning the presenter of the idea, their experience, administrative, technical and financial capabilities to execute the project or part of it.”</p>
35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any	<p>Unsolicited proposals shall fall under the scope of general assessments according to Article 22 of the Dubai PPP Law, which provides, “The Partnership Committee will review and assess the technical, financial, and legal aspects of bids, determine accepted and disqualified bids, and assess their conformity to the announced terms and specifications. Each bid will be awarded an assessment score in accordance with the rules and procedures determined in the Tender documents of the Project.” Dubai PPP Manual further provides on p. 86 under “2. Proposal by the Private Sector Company” that The Government Entity studies the proposed idea and communicates with any other Government Entity that the idea may suit their specialization to coordinate with them to complete the requirements of the feasibility study submitted by the owner of the idea. The concerned Government Entity is to make their decision within the timeframe they set and the decision is either one of the following:</p> <ul style="list-style-type: none"> - Accepting the idea and considering it an innovative project - Accepting the idea and listing it as one of the projects proposed for partnership - Declining the idea

35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Dubai PPP Manual provides on p. 86 under “2. Proposal by the Private Sector Company”, and in accordance with Article 12 and 14(c) of the Dubai PPP Law that “The Government Entity studies the proposed idea and communicates with any other Government Entity that the idea may suit their specialization to coordinate with them to complete the requirements of the feasibility study submitted by the owner of the idea. The concerned Government Entity is to make their decision within the timeframe they set and the decision is either one of the following:</p> <ul style="list-style-type: none"> - Accepting the idea and considering it an innovative project - Accepting the idea and listing it as one of the projects proposed for partnership - Declining the idea.”
36. Which of the following options best describe how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.	<p>No</p>
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Aforementioned Article 6 of the Dubai PPP Law and Dubai PPP Manual (pp. 103-104) would apply to unsolicited proposals.</p>

<p>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</p>	<p>No</p>
<p>Please elaborate and provide examples:</p>	<p>n/a</p>
<p>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>and the time in calendar days:</p>	<p>n/a</p>
<p>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.</p>	<p>No</p>
<p>39.2 Developer's fee (reimbursing the original proponent for</p>	<p>No</p>

the project development cost).	
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.	No
Please specify:	n/a
Please provide the relevant legal/regulatory provisions (if any):	n/a