

## BENCHMARKING INFRASTRUCTURE 2023 IN CAMBODIA

SURVEY QUESTION	ANALYSIS
<b>Regulatory and Institutional Framework for PPPs</b>	
<b>1. Does the regulatory framework in your country allow procuring PPPs?</b>	Yes
<b>If yes, please specify the relevant regulatory framework and the year of adoption:</b>	<p>The Royal Government of Cambodia (“RGC”) has promulgated the Law on Public-Private Partnership (hereinafter the “PPP Law”), NS/RKM/1121/018, on November 18, 2021, with the purpose to promote the management of the Public-Private Partnerships (PPP) mechanism for the preparation and development of public infrastructure and public service projects in an efficient, effective, sustainable, transparent, accountable, and fair manner for the greater benefit of socio-economic development in the Kingdom of Cambodia, as described in its article 1.</p> <p>The following analysis is based on the aforementioned legislation.</p>
<b>and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:</b>	<p>PPP Law:  <a href="https://www.ppp.mef.gov.kh/fileadmin/user_upload/Law_of_PPP_EN.pdf">https://www.ppp.mef.gov.kh/fileadmin/user_upload/Law_of_PPP_EN.pdf</a></p>
<b>1.1. If yes, for which of the following sectors is the above-mentioned regulatory framework applicable?</b> <b>Transportation</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>Article 8 of the Law on Public-Private Partnerships stipulates that “eligible sectors that are related to the construction and/or services of PPP projects include as follows:</p> <ul style="list-style-type: none"> <li>- Public infrastructure and public services for the transport and logistic sector such as roads, bridges, rails, airports, ports, public parking and canals.”</li> </ul>
<b>1.1. Water Supply, Sewerage, Solid Waste Management and irrigation.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>Article 8 of the Law on Public-Private Partnerships stipulates that “eligible sectors that are related to the construction and/or services of PPP projects include as follows:</p> <ul style="list-style-type: none"> <li>-Clean water supply and sanitation infrastructure, sewage system, drainage system, restoration system, wastewater treatment, waste management and other public service for the environmental protection.”</li> </ul>
<b>1.1. Energy generation/transmission and distribution.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>Article 8 of the Law on Public-Private Partnerships stipulates that eligible sectors that are related to the construction and/or services of PPP projects include as follows:</p> <ul style="list-style-type: none"> <li>-Production, transmission and distribution of electricity, oil and gas pipelines, and other public services in mines and energy sector;</li> </ul>

<b>1.1. ICT</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Article 8 of the Law on Public-Private Partnerships stipulates that “eligible sectors that are related to the construction and/or services of PPP projects include as follows: -Public infrastructure related to telecom, posts, information and communication technology (ICT) and digital technology.”
<b>1.1. Social Infrastructure</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Article 8 of the Law on Public-Private Partnerships stipulates that “eligible sectors that are related to the construction and/or services of PPP projects include as follows: -Public infrastructure and public services related to the health sector, educations sector, labor and vocational training sector, tourism sector, culture and arts sector, sport sector and social housing.”
<b>1.1. Other</b>	Yes
<b>If yes, specify and provide the relevant legal/regulatory provisions:</b>	Article 8 of the Law on Public-Private Partnerships stipulates that “eligible sectors that are related to the construction and/or services of PPP projects include as follows: -Public infrastructure related to the industry, science, technology and innovation sector such as special economic zone (SEZs), small and medium size enterprises (SMEs) clusters and technology and innovation parks; -Public infrastructure related laboratories, processing, product storage and trade promotion; -Public infrastructure and public services related to the agriculture sector and irrigation system; -Other public infrastructure and public services as permitted by separate laws.”
<b>2.1. Besides national defense and other matters of national security, does the regulatory framework explicitly prohibits or restricts PPPs in any of the following sectors? Transportation</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>2.2. Water Supply, Sewerage, Solid Waste Management and irrigation</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>2.3. Energy generation, transmission and distribution</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>2.4. ICT</b>	No

<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>2.5. Social infrastructure, including hospitals, education, prisons, housing, etc.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>2.6. Other.</b>	No
<b>If yes, specify and provide the relevant legal/regulatory provisions:</b>	n/a
<b>3. Please identify the PPP procuring authorities in Cambodia and provide their website(s) (if available):</b>	Article 7 of the PPP Law provides, "Public entities with the rights to enter into the PPP Contract, acting as the Implementing Agency, include ministries, institutions, equivalent public entities, public administration establishments, public enterprises and sub-national administrations. These public entities are authorized to enter into the PPP Contract that falls within their respective purview in accordance with applicable laws and regulations." For purposes of the case study assumption, the Ministry of Public Works and Transportation is relevant <a href="http://www.mpwt.gov.kh/">http://www.mpwt.gov.kh/</a>
<b>4. Is there a specialized government entity(ies) that facilitates the PPP program (PPP Unit)?</b>	Yes
<b>If yes, please indicate its name(s), and its website(s) (if available):</b>	General Department of Public-Private Partnerships (GDPPP)
<b>the year of establishment:</b>	2021
<b>and the relevant legal/regulatory basis:</b>	Article 5 of the Law on Public-Private Partnership stipulates that "the Ministry of Economy and Finance shall have a General Department (GDPPP) acting as the secretariat in leading and managing the PPP mechanism in the Kingdom of Cambodia. The organization and functioning of this General Department shall set forth in sub-decree."
<b>4. If yes, what are the main responsibilities of the agency(ies) (check all that apply): PPP regulation and policy guidance.</b>	Yes
<b>4. PPP capacity building for other public authorities.</b>	Yes
<b>4. PPP promotion among the public and/or private sectors in national and international forums.</b>	No
<b>4. Technical support in implementing PPP projects.</b>	Yes

<b>4. Identification and selection of PPP projects from the pipeline.</b>	No
<b>4. Revision of fiscal risks borne by the Government.</b>	Yes
<b>4. Consultation with affected communities on potential impact of PPP projects.</b>	No
<b>4. Approval of PPP projects.</b>	Yes
<b>4. Undertaking the procurement of PPPs.</b>	No
<b>4. Oversight of PPP implementation.</b>	Yes
<b>4. Post-project appraisal and audit.</b>	No
<b>4. Other:</b>	Yes
<b>Please specify:</b>	<p>Pursuant to Article 4 and 5 of the PPP law, the General Department of Public-Private Partnerships (GDPPP) should have the following functions:</p> <ol style="list-style-type: none"> <li>“1. Act as the secretariat and “One-Stop Service” of the RGC to manage PPP projects in all phases of the project cycle;</li> <li>2. Propose policy for the development of PPP mechanism and lead the preparation of regulations, standard operating procedures (SOPs), legal documents relating to PPP project development and management in cooperation with Implementing Agencies (IAs);</li> <li>3. Prepare risk management guidelines on PPP projects consistent with the overall framework for managing the PPP mechanism;</li> <li>4. Review and approve eligible PPP project proposals based on relevant criteria;</li> <li>5. Review the risk allocations of the PPP projects between the State and the Private Partner to ensure its compliance with the applicable laws and regulations of Cambodia, and to ensure fiscal sustainability;</li> <li>6. Review and provide recommendations on fiscal commitments and State Support for PPP Projects;</li> <li>7. Review and provide recommendations on PPP Contract and other relevant agreements;</li> <li>8. Cooperate with Implementing Agencies (IAs) and relevant institutions to review and monitor obligations and performance of project implementation as stipulated in the PPP Contract;</li> <li>9. Review and approve the preparation of the annual budget of the Implementing Agencies (IAs) related to the fiscal commitments and the approved State Support under the framework of PPP projects;</li> <li>10. Prepare an annual report on the update of fiscal commitments under the PPP Contract, obligated to be fulfilled by the Royal Government of Cambodia;</li> <li>11. Budget, manage and operate the Project Development Facility (PDF); and</li> <li>12. Budget, manage and operate the Viability Gap Financing (VGF) Facility.”</li> </ol> <p>Additionally, Prakas No. 253 MEF.P dated on 11 April 2022, on Organization and Functioning of departments and units under the supervision of the General Department of Public-Private Partnerships of Ministry of Economy</p>

and Finance, has been issued and provides the following organization:  
Department of Project Development has roles and responsibilities as follows:

- Provide operational support to ministries/institutions which has jurisdiction to sign contract with private partners in order to identify, restructure, and procure until sign contract of the Public-Private Partnership projects.
  - Evaluate the Public-Private Partnership projects based on Project Identification Guideline and Project Selection Guideline or other guidelines including the process of making project list which is the basic step for prioritization.
  - Manage daily operation of the Project Development Facility or similar facilities or the use of Success Fee for paying for Transaction advisors which provides support on studying, preparing and developing the Public-Private Partnership projects.
  - Provide additional support to ministries/institutions which has jurisdiction to sign contract with private partners for the Availability-based payment or other payments for Public-Private Partnership projects which comply with the Value for Money.
  - Review and provide recommendations on risk allocation including tax implications, tax obligations and tax incentives for implementing and developing the Public-Private Partnership projects which review and recommend by ministries/institutions for Minister of Ministry of Economy and Finance to review and approval through Inter-ministerial Committee.
  - Coordinate with ministries/institutions on reviewing and evaluating all technical, economical and financial aspects, legal aspects and regulations including social and environmental aspects related to Public-Private Partnership projects.
  - Provide support in reviewing and approving the Public-Private Partnership projects by Inter-ministerial Committee.
  - Pre-selection of qualified Transaction Advisors under Indefinite Delivery Contract and provide support to ministries/institutions in identifying the Transaction Advisor from the among pre-selection of Transaction Advisors.
  - Provide support to ministries/institutions which has jurisdiction to sign contract with private partners for publication of the Notice of Award for implementing the projects.
  - Develop Public-Private Partnership pilot projects for extracting experiences related to the implementing Public-Private Partnership contract including capacity building through learning-by-doing approach.
  - Manage contract and consultants/Transaction Advisor with the roles and responsibilities of this sections.
  - Fulfill other related tasks as instructed by the Head of Unit.
- Department of Project Delivery and Portfolio Management has roles and responsibilities as follows:

- Monitor the progress of the Public-Private Partnership project implementation and provide operational support to ministries/institutions which has jurisdiction to sign contract with private partners in constructing, operating and maintaining until project assets and services has been transferred to government.

	<ul style="list-style-type: none"> <li>• Manage daily operation of Viability Gap Facility or similar facilities for providing support to Public-Private Partnership projects which approved by Minister of Economy and Finance.</li> <li>• Support ministries/institutions which has jurisdiction to sign contract with private partners in contract amendments, contract cancellation or buyback the project from private partners.</li> <li>• Monitor and evaluate on tax implications, tax obligations and tax incentives for implementing Public-Private Partnership projects.</li> <li>• Review and evaluate the project during operation stage and end of operating for evaluating on costs and benefits from Public-Private Partnership projects and extract experiences from those projects to enhance knowledge and develop the new projects.</li> <li>• Review on the reports of all the progresses including financial report and the progress of the implementation of the project report to ensure that private partners has fulfilled the financial obligation and commercial according to the conditions of the contract.</li> <li>• Join with ministries/institutions which has jurisdiction to sign with private partners follow the measures for private partners such us punishment or reduce the payment to private partners.</li> <li>• Manage contract and consultants/Transaction Advisor with the roles and responsibilities of this sections.</li> <li>• Fulfill other related tasks as instructed by the Head of Unit.</li> </ul> <p>Department of General Affairs has roles and responsibilities as follows:</p> <ul style="list-style-type: none"> <li>• Act as Secretariat of GDPPP</li> <li>• One Window Service for all related documents of GDPPP</li> <li>• Placement of all documents of GDPPP</li> <li>• Responsible for Protocol of GDPPP</li> <li>• Coordinate and prepare program budgeting and responsible for financial management and accounting of GDPPP</li> <li>• Manage government official staffs and government contracting staffs of GDPPP</li> <li>• Coordinate and manage meetings of GDPPP</li> <li>• Manage and invent office equipment of GDPPP</li> <li>• Prepare, manage and take care of Information Technology system of GDPPP</li> <li>• Prepare and manage websites of GDPPP</li> <li>• Fulfill other related tasks as instructed by the Head of Department.</li> </ul>
<p><b>Please provide the relevant legal/regulatory provisions:</b></p>	<p>Pursuant to Article 4 and 5 of the PPP law, the General Department of Public-Private Partnerships (GDPPP) should have the following functions:</p> <ol style="list-style-type: none"> <li>“1. Act as the secretariat and “One-Stop Service” of the RGC to manage PPP projects in all phases of the project cycle;</li> <li>2. Propose policy for the development of PPP mechanism and lead the preparation of regulations, standard operating procedures (SOPs), legal documents relating to PPP project development and management in cooperation with Implementing Agencies (IAs);</li> <li>3. Prepare risk management guidelines on PPP projects consistent with the overall framework for managing the PPP mechanism;</li> <li>4. Review and approve eligible PPP project proposals based on relevant</li> </ol>

criteria;

5. Review the risk allocations of the PPP projects between the State and the Private Partner to ensure its compliance with the applicable laws and regulations of Cambodia, and to ensure fiscal sustainability;
6. Review and provide recommendations on fiscal commitments and State Support for PPP Projects;
7. Review and provide recommendations on PPP Contract and other relevant agreements;
8. Cooperate with Implementing Agencies (IAs) and relevant institutions to review and monitor obligations and performance of project implementation as stipulated in the PPP Contract;
9. Review and approve the preparation of the annual budget of the Implementing Agencies (IAs) related to the fiscal commitments and the approved State Support under the framework of PPP projects;
10. Prepare an annual report on the update of fiscal commitments under the PPP Contract, obligated to be fulfilled by the Royal Government of Cambodia;
11. Budget, manage and operate the Project Development Facility (PDF); and
12. Budget, manage and operate the Viability Gap Financing (VGF) Facility.”

Additionally, Prakas No. 253 MEF.P dated on 11 April 2022, on Organization and Functioning of departments and units under the supervision of the General Department of Public-Private Partnerships of Ministry of Economy and Finance, has been issued and provides the following organization:

Department of Project Development has roles and responsibilities as follows:

- Provide operational support to ministries/institutions which has jurisdiction to sign contract with private partners in order to identify, restructure, and procure until sign contract of the Public-Private Partnership projects.
- Evaluate the Public-Private Partnership projects based on Project Identification Guideline and Project Selection Guideline or other guidelines including the process of making project list which is the basic step for prioritization.
- Manage daily operation of the Project Development Facility or similar facilities or the use of Success Fee for paying for Transaction advisors which provides support on studying, preparing and developing the Public-Private Partnership projects.
- Provide additional support to ministries/institutions which has jurisdiction to sign contract with private partners for the Availability-based payment or other payments for Public-Private Partnership projects which comply with the Value for Money.
- Review and provide recommendations on risk allocation including tax implications, tax obligations and tax incentives for implementing and developing the Public-Private Partnership projects which review and recommend by ministries/institutions for Minister of Ministry of Economy and Finance to review and approval through Inter-ministerial Committee.
- Coordinate with ministries/institutions on reviewing and evaluating all technical, economical and financial aspects, legal aspects and regulations including social and environmental aspects related to Public-Private Partnership projects.



- Provide support in reviewing and approving the Public-Private Partnership projects by Inter-ministerial Committee.
  - Pre-selection of qualified Transaction Advisors under Indefinite Delivery Contract and provide support to ministries/institutions in identifying the Transaction Advisor from the among pre-selection of Transaction Advisors.
  - Provide support to ministries/institutions which has jurisdiction to sign contract with private partners for publication of the Notice of Award for implementing the projects.
  - Develop Public-Private Partnership pilot projects for extracting experiences related to the implementing Public-Private Partnership contract including capacity building through learning-by-doing approach.
  - Manage contract and consultants/Transaction Advisor with the roles and responsibilities of this sections.
  - Fulfill other related tasks as instructed by the Head of Unit.
- Department of Project Delivery and Portfolio Management has roles and responsibilities as follows:

- Monitor the progress of the Public-Private Partnership project implementation and provide operational support to ministries/institutions which has jurisdiction to sign contract with private partners in constructing, operating and maintaining until project assets and services has been transferred to government.
- Manage daily operation of Viability Gap Facility or similar facilities for providing support to Public-Private Partnership projects which approved by Minister of Economy and Finance.
- Support ministries/institutions which has jurisdiction to sign contract with private partners in contract amendments, contract cancellation or buyback the project from private partners.
- Monitor and evaluate on tax implications, tax obligations and tax incentives for implementing Public-Private Partnership projects.
- Review and evaluate the project during operation stage and end of operating for evaluating on costs and benefits from Public-Private Partnership projects and extract experiences from those projects to enhance knowledge and develop the new projects.
- Review on the reports of all the progresses including financial report and the progress of the implementation of the project report to ensure that private partners has fulfilled the financial obligation and commercial according to the conditions of the contract.
- Join with ministries/institutions which has jurisdiction to sign with private partners follow the measures for private partners such us punishment or reduce the payment to private partners.
- Manage contract and consultants/Transaction Advisor with the roles and responsibilities of this sections.
- Fulfill other related tasks as instructed by the Head of Unit.

Department of General Affairs has roles and responsibilities as follows:

- Act as Secretariat of GDPPP
- One Window Service for all related documents of GDPPP
- Placement of all documents of GDPPP



	<ul style="list-style-type: none"> <li>Responsible for Protocol of GDPPP</li> <li>Coordinate and prepare program budgeting and responsible for financial management and accounting of GDPPP</li> <li>Manage government official staffs and government contracting staffs of GDPPP</li> <li>Coordinate and manage meetings of GDPPP</li> <li>Manage and invent office equipment of GDPPP</li> <li>Prepare, manage and take care of Information Technology system of GDPPP</li> <li>Prepare and manage websites of GDPPP</li> <li>Fulfill other related tasks as instructed by the Head of Department.</li> </ul>
<b>4.1. Additionally, is there a central project development fund (support mechanism) for project preparation?</b>	Yes
<b>If yes, please indicate its name, and its website (if available):</b>	Project Development Facility (PDF): <a href="https://ppp.mef.gov.kh/project-development-facility">https://ppp.mef.gov.kh/project-development-facility</a>
<b>the year of establishment:</b>	2021
<b>and the relevant legal/regulatory basis:</b>	Article 12 of the PPP Law establish the Project Development Facility (PDF) to provide funding to Implementing Agencies (IAs) to cover the costs of the consultant(s) to assist with the project development and/or appraisal, the selection of Private Partner and other relevant tasks.
<b>5. Please provide any additional information or comments on the answers to the question(s) above and indicate which one(s) you are referring to:</b>	Comments
<b>Preparation of PPPs</b>	
<b>6. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>According to article 10(2) of the PPP Law, regarding Project Selection: "Implementing Agency with the intention to develop and implement projects through the PPP mechanism shall evaluate potential projects and priority prior to requesting the Ministry of Economy and Finance for review, selection, and approval of the project proposal as an Eligible Project and to be included in the PPP priority list.</p> <p>Furthermore, the same article 10 in point (4) of the PPP Law, regarding Project Approval states: If the Implementing Agency endorses the findings of the Feasibility Study, the Implementing Agency shall propose to the Ministry of Economy and Finance for review before proceeding further in accordance with the applicable procedures."</p>
<b>6.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP</b>	Yes

<b>project before signing the PPP contract?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>According to article 10(7) of the PPP Law, regarding Approval of the Final Draft of the PPP Contract, Implementing Agency shall request to the Royal Government for approval on the final draft of the PPP Contract after the Ministry of Economy and Finance has provided its in-principle approval as stipulated in Point 2, Paragraph 1, Article 21 of this Law.”</p> <p>Article 21 of the same instrument provides: “The process of finalization and signing of PPP Contract for solicited projects are determined as follows: 2- Prior to the request for an approval as stipulated in Point 1 above, the Ministry of Economy and Finance shall review terms and conditions of the draft PPP Contract associated with fiscal commitments and State Support before proceeding further in accordance with the applicable laws and regulations.”</p>
<b>6.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects (e.g., including the estimated total cost of the PPP project over the life of the project in the budget cycle).</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>Article 4 of the PPP Law provides under roles and responsibilities of the Ministry of Economy and Finance:”9- Review and approve the preparation of the annual budget of the Implementing Agencies (IAs) related to the fiscal commitments and the approved State Support under the framework of PPP projects;</p> <p>10- Prepare an annual report on the update of fiscal commitments under the PPP Contract, obligated to be fulfilled by the Royal Government;”</p>
<b>6.2. Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs (e.g., disclosing information about the public sector commitments on the PPP project).</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>n/a</p>
<b>6.2. Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs (e.g., the public sector commitments to the PPP project are recorded in the national accounts).</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>n/a</p>

<b>6.3. If yes, please indicate which of the following alternatives best describes the regulation: International Public Sector Accounting Standards (IPSAS).</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>6.3. Other international standard (e.g. European System of Accounts).</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>6.3. Other</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions:</b>	n/a
<b>6.4. Does the Ministry of Finance (or government more broadly) disclose PPP liabilities (explicit and implicit, direct and contingent) on an online platform/database?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>and specify the website:</b>	n/a
<b>7. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, do(es) any other authority(ies) approve the PPP project before launching the procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?</b>	No
<b>If yes, please specify the relevant authority:</b>	n/a
<b>and provide the relevant legal/regulatory provisions:</b>	n/a
<b>7.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(ies) approve the PPP project before signing the PPP contract?</b>	Yes

<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>According to article 10(7) of the PPP Law, regarding Approval of the Final Draft of the PPP Contract: "After the conclusion of negotiation on the draft PPP Contract, Implementing Agency shall request to the Royal Government for approval on the final draft of the PPP Contract after the Ministry of Economy and Finance has provided its in-principle approval as stipulated in Point 2, Paragraph 1, Article 21 of this Law."</p>
<p><b>8. Please select the option that best describes the way your government ensures that PPP projects are consistent with other government public priorities (e.g., in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework). The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium-term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</b></p>	<p>No</p>
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>8. The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>8. The procuring authority does not evaluate PPPs against existing government priorities.</b></p>	<p>Yes</p>
<p><b>If yes, please elaborate and provide examples:</b></p>	<p>There are no explicit provisions within the regulatory framework on evaluating PPPs against existing government priorities</p>
<p><b>9. 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</b></p>	<p>Yes</p>

<p>that apply): <b>9.1. Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)</b></p>	
<p><b>Relevant legal/regulatory provision</b></p>	<p>Article 10(4) of the PPP Law, regarding Project Approval states: If the Implementing Agency endorses the findings of the Feasibility Study, the Implementing Agency shall propose to the Ministry of Economy and Finance for review before proceeding further in accordance with the applicable procedures.”</p> <p>Furthermore, Annex I of the PPP Law provides in point 4 of the glossary the following: “Feasibility Study refers to the study undertaken to assess possibility for procurement and project implementation through the PPP mechanism. The Feasibility Study shall analyze the technical, legal, market, commercial, economic, financial, environmental and social viability; including an analysis on the PPP model selection, risk assessment and allocation between the State and Private Partner, and analysis on the need for State Support.”</p>
<p><b>Is there a specific methodology?</b></p>	<p>No</p>
<p><b>If yes, please elaborate</b></p>	<p>n/a</p>
<p><b>9.2. Fiscal Affordability assessment, including the identification of the required long-term public commitments (explicit and implicit, direct and contingent liabilities)</b></p>	<p>No</p>
<p><b>Relevant legal/regulatory provision</b></p>	<p>n/a</p>
<p><b>Is there a specific methodology?</b></p>	<p>No</p>
<p><b>If yes, please elaborate</b></p>	<p>n/a</p>
<p><b>9.3. Risk identification, allocation and assessment (risk matrix)</b></p>	<p>Yes</p>
<p><b>Relevant legal/regulatory provision</b></p>	<p>Article 10(4) of the PPP Law, regarding Project Approval states: If the Implementing Agency endorses the findings of the Feasibility Study, the Implementing Agency shall propose to the Ministry of Economy and Finance for review before proceeding further in accordance with the applicable procedures.”</p> <p>Furthermore, Annex I of the PPP Law provides in point 4 of the glossary the following: “Feasibility Study refers to the study undertaken to assess possibility for procurement and project implementation through the PPP mechanism. The Feasibility Study shall analyze the technical, legal, market, commercial, economic, financial, environmental and social viability; including an analysis on the PPP model selection, risk assessment and allocation between the State and Private Partner, and analysis on the need for State Support.”</p>

<b>Is there a specific methodology?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>9.4. 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)</b>	No
<b>Relevant legal/regulatory provision</b>	n/a
<b>Is there a specific methodology?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>9.5. Financial viability or bankability assessment</b>	Yes
<b>Relevant legal/regulatory provision</b>	<p>Article 10(4) of the PPP Law, regarding Project Approval states: If the Implementing Agency endorses the findings of the Feasibility Study, the Implementing Agency shall propose to the Ministry of Economy and Finance for review before proceeding further in accordance with the applicable procedures.”</p> <p>Furthermore, Annex I of the PPP Law provides in point 4 of the glossary the following: “Feasibility Study refers to the study undertaken to assess possibility for procurement and project implementation through the PPP mechanism. The Feasibility Study shall analyze the technical, legal, market, commercial, economic, financial, environmental and social viability; including an analysis on the PPP model selection, risk assessment and allocation between the State and Private Partner, and analysis on the need for State Support.”</p>
<b>Is there a specific methodology?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>9.6. Procurement Strategy (i.e., quick assessment to plan and better strategize the tendering process in advance so it is fit for purpose)</b>	No
<b>Relevant legal/regulatory provision</b>	n/a
<b>Is there a specific methodology?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>9.7. Market sounding/ assessment. 9.7.1. Including the potential interest from contractors and capacity in the market for the contract</b>	Yes

<b>Relevant legal/regulatory provision</b>	<p>According to the Annex of Sub Decree No. 72 on Environmental Impact Assessment of 1999, part D, the construction of bridges and roads that are greater than or equal to 30 tons will be subjected to an EIA.</p> <p>Additionally, article 10(4) of the PPP Law, regarding Project Approval states: If the Implementing Agency endorses the findings of the Feasibility Study, the Implementing Agency shall propose to the Ministry of Economy and Finance for review before proceeding further in accordance with the applicable procedures.”</p> <p>Furthermore, Annex I of the PPP Law provides in point 4 of the glossary the following: “Feasibility Study refers to the study undertaken to assess possibility for procurement and project implementation through the PPP mechanism. The Feasibility Study shall analyze the technical, legal, market, commercial, economic, financial, environmental and social viability; including an analysis on the PPP model selection, risk assessment and allocation between the State and Private Partner, and analysis on the need for State Support.”</p>
<b>Is there a specific methodology?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>9.7.2. Specifically designed to identify the solutions and technology available as well as the opportunities for innovation</b>	No
<b>Relevant legal/regulatory provision</b>	n/a
<b>Is there a specific methodology?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>9.8. Environmental impact assessment</b>	Yes
<b>Relevant legal/regulatory provision</b>	<p>According to the Annex of Sub Decree No. 72 on Environmental Impact Assessment of 1999, part D, the construction of bridges and roads that are greater than or equal to 30 tons will be subjected to an EIA.</p> <p>Additionally, article 10(4) of the PPP Law, regarding Project Approval states: If the Implementing Agency endorses the findings of the Feasibility Study, the Implementing Agency shall propose to the Ministry of Economy and Finance for review before proceeding further in accordance with the applicable procedures.”</p> <p>Furthermore, Annex I of the PPP Law provides in point 4 of the glossary the following: “Feasibility Study refers to the study undertaken to assess possibility for procurement and project implementation through the PPP mechanism. The Feasibility Study shall analyze the technical, legal, market, commercial, economic, financial, environmental and social viability; including an analysis on the PPP model selection, risk assessment and allocation between the State and Private Partner, and analysis on the need for State Support.”</p>
<b>Is there a specific methodology?</b>	No



<b>If yes, please elaborate</b>	n/a
<b>9.8.1. Consultation process with affected communities explicitly included in the environmental impact assessment</b>	No
<b>Relevant legal/regulatory provision</b>	n/a
<b>Is there a specific methodology?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>9.9. Social impact assessment</b>	Yes
<b>Relevant legal/regulatory provision</b>	<p>Article 10(4) of the PPP Law, regarding Project Approval states: If the Implementing Agency endorses the findings of the Feasibility Study, the Implementing Agency shall propose to the Ministry of Economy and Finance for review before proceeding further in accordance with the applicable procedures.”</p> <p>Furthermore, Annex I of the PPP Law provides in point 4 of the glossary the following: “Feasibility Study refers to the study undertaken to assess possibility for procurement and project implementation through the PPP mechanism. The Feasibility Study shall analyze the technical, legal, market, commercial, economic, financial, environmental and social viability; including an analysis on the PPP model selection, risk assessment and allocation between the State and Private Partner, and analysis on the need for State Support.”</p>
<b>Is there a specific methodology?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>9.9.1. Consultation process with affected communities explicitly included in the social impact assessment</b>	No
<b>Relevant legal/regulatory provision</b>	n/a
<b>Is there a specific methodology?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>10. Does the procuring authority include the assessments in the request for proposals and/or tender documents?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>10. If yes, specify which of the assessments are included in the request for proposals and/or tender documents: and specify which of the</b>	No

<b>assessments are included in the request for proposals and/or tender documents: Socio-economic analysis</b>	
<b>10. Fiscal Affordability assessment;</b>	No
<b>10. Risk identification and allocation;</b>	No
<b>10. Comparative assessment;</b>	No
<b>10. Financial viability;</b>	No
<b>10. Procurement strategy;</b>	No
<b>10. Market sounding for private sector interest;</b>	No
<b>10. Market sounding for technological solutions;</b>	No
<b>10. Environmental impact assessment;</b>	No
<b>10. Social impact assessment;</b>	No
<b>10. Any other</b>	No
<b>Please specify</b>	n/a
<b>10.1. Are the assessments published online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>specify the website:</b>	n/a
<b>10.1. If yes, specify which of the assessments are published online: Socio-economic analysis</b>	No
<b>10.1. Fiscal Affordability assessment;</b>	No
<b>10.1. Risk identification and allocation;</b>	No
<b>10.1. Comparative assessment;</b>	No
<b>10.1. Financial viability;</b>	No
<b>10.1. Procurement strategy;</b>	No
<b>10.1. Market sounding for private sector interest;</b>	No
<b>10.1. Market sounding for technological solutions;</b>	No
<b>10.1. Environmental impact assessment;</b>	No
<b>10.1. Social impact assessment;</b>	No
<b>10.1. Any other</b>	No
<b>Please specify</b>	n/a

<b>11. Are tender/bidding documents made available online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>please provide the website:</b>	n/a
<b>11.1. Do the tender documents include a draft PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>12. Have standardized PPP model contracts and/or transaction documents been developed?</b>	No
<b>If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:</b>	n/a
<b>and provide the relevant legal/regulatory provisions:</b>	n/a
<b>13. Does the procuring authority/responsible government entity have a role in either providing or facilitating any of the following requirements? 13.1. Obtaining the required environmental permits.</b>	No
<b>If yes, please specify the role of the procuring authority:</b>	n/a
<b>and provide the relevant legal/regulatory provisions:</b>	n/a
<b>13.2. Obtaining the possession of required land.</b>	No
<b>If yes, please specify the role of the procuring authority:</b>	n/a
<b>and provide the relevant legal/regulatory provisions:</b>	n/a
<b>13.3. Obtaining the required right of way.</b>	No
<b>If yes, please specify the role of the procuring authority:</b>	n/a
<b>and provide the relevant legal/regulatory provisions:</b>	n/a
<b>14. Please provide any additional information or comments on the answers to</b>	Comments

the question(s) above and indicate which one(s) you are referring to:	
<b>Procurement/Tendering of PPPs</b>	
<b>15. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one). The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions:</b>	n/a
<b>15. The bid evaluation committee members require sufficient qualification without specific details.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>15. The bid evaluation committee members are not required to have any specific qualifications.</b>	Yes
<b>If yes, please elaborate and provide examples:</b>	No rules have been established in the PPP Law.
<b>16. Does the procuring authority issue an invitation for bids/ tender notice for the PPP project?</b>	No
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions:</b>	n/a
<b>16.1. If yes, is the public procurement notice published online?</b>	No
<b>If yes, please specify the website:</b>	n/a
<b>17. Are foreign companies subject to any of the following restrictions when participating in the bidding process (check all that apply)? Prohibition to bid in the public tender (including the possibility to discretionary use a procedure that</b>	No

precludes the participation of foreign firms).	
If yes, please provide the relevant legal/regulatory provisions:	n/a
<b>17. Requirement to have an office or a branch in the country before being allowed to bid in the public tender.</b>	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
<b>17. Requirement to form a joint venture with domestic firm(s) to be allowed to bid in the public tender.</b>	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
<b>17. Requirement to have prior experience in the country to bid in the public tender.</b>	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
<b>17. Threshold for public tenders to be open for foreign participation/to be considered international tenders.</b>	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
<b>18. Does the procuring authority grant the potential bidders a minimum period of time to submit their bids?</b>	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
and the time in calendar days:	n/a
<b>19. What are the procurement procedures available and/or set as default for PPP contracts?</b> <b>19.1. Open competitive tendering/bidding: Available</b>	No
<b>Default</b>	Yes
<b>Relevant legal/regulatory provision</b>	Article 18 of the PPP Law provides: "the selection of Private Partner for the solicited projects may be implemented through competitive bidding process or through a direct negotiation/selection methodology.

	The procedures for the selection of the Private Partner for the solicited projects shall be determined by the Royal Government.”
<b>19.2. Competitive tendering/bidding with pre-qualification stage (Restricted tendering): Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision</b>	n/a
<b>19.3. Multi-stage tendering/bidding (with shortlisting of final candidate(s)): Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision</b>	n/a
<b>19.4. Competitive dialogue: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision</b>	n/a
<b>19.5. Best and Final Offer (BAFO): Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision</b>	n/a
<b>19.6. Direct negotiation: Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision</b>	Article 18 of the PPP Law provides: “the selection of Private Partner for the solicited projects may be implemented through competitive bidding process or through a direct negotiation/selection methodology. The procedures for the selection of the Private Partner for the solicited projects shall be determined by the Royal Government.”
<b>19.7. Other. Please, specify: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision</b>	n/a
<b>19.8. If direct negotiation is either an available or default option, does the regulatory framework restrict this procedure to certain exceptional conditions and circumstances (including cases of single source providers or applicable to a certain threshold)?</b>	Yes

<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>Article 20 of the PPP Law states: “The Implementing Agency may pursue the direct negotiation/selection methodology for solicited projects if approved by the Royal Government via the jointed proposal by the Ministry of Economy and Finance and the Implementing Agency. The detailed principles for the negotiation of the draft PPP Contract through the direction negotiation/selection methodology shall be set forth in the procedures for the selection of the Private Partner.”</p>
<p><b>20. Do the tender documents detail the procedure of the procurement process, providing the same information to all the bidders?</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>21. Do the tender documents unambiguously specify the qualification requirements (or the prequalification requirements when applicable) making them available to all potential bidders as part of the tender notice/ invitation for bids?</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>21.1. Are there any parameters/limits to the qualification requirements to ensure that they do not unduly restrict competition of qualified bidders?</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>22. Can potential bidders/tenderers submit questions to clarify the public procurement notice and/or the bidding/tender documents?</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>22.1. If yes, can the bidders also suggest innovations to improve the tender documents or procurement approach, including for example the provision of</b></p>	<p>No</p>



<b>value engineering and/or technologically neutral options?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>and elaborate on the kind of innovations that are allowed:</b>	n/a
<b>22.2. If yes, is there a timeframe for the procuring authority to address questions and clarifications by bidders?</b>	No
<b>If yes, please indicate the timeframe:</b>	n/a
<b>and provide the relevant legal/regulatory provisions:</b>	n/a
<b>22.3. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>22.4. If yes, does the procuring authority extend the proposal submission deadline due to the modifications introduced in the bidding/tender documents?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>23. Besides questions and clarifications, can the procuring authority conduct a pre-bid conference?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions:</b>	n/a
<b>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the response to the queries raised by the bidders in the pre-bid conference to all bidders?</b>	No

If yes, please provide the relevant legal/regulatory provisions:	n/a
<b>24. Does the procuring authority require the bidders to prepare and submit a financial model with their proposals/ bids?</b>	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
If no, please elaborate:	Under the PPP Law there is no such requirement during the submission of the bids.
<b>25. Does the procuring authority evaluate the bids/tenders strictly and solely in accordance with the evaluation criteria stated in the bidding/tender documents?</b>	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
<b>25.1. Can criteria other than price (non-price attributes) be used when evaluating the tenders/bids of a PPP contract?</b>	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
<b>25.2. If criteria other than price are used, do they have to be justified, objective and quantifiable?</b>	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
<b>25.3. When price is used as one of the evaluation criteria, does the procuring authority provide a cost estimate?</b>	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
<b>26. In the case where only one proposal is submitted, which of the following options best describes the way the procuring authority deals with them? (Please select only one)? <a href="#">The</a></b>	No

procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.	
Please specify and provide the relevant legal/regulatory provisions:	n/a
26. The procuring authority considers sole proposal valid as long as it meets the conditions outlined in the tender documents.	No
Please provide the relevant legal/regulatory provisions:	n/a
26. The procuring authority does not award a PPP contract if only one proposal is submitted.	No
Please provide the relevant legal/regulatory provisions:	n/a
26. The regulatory framework does not include any provisions.	Yes
27. Does the procuring authority publish the contract award notice?	No
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions:	n/a
27.1. If yes, is the contract award notice published online?	No
If yes, please specify the website:	n/a
28. Does the procuring authority notify all the bidders individually about the result of the PPP tendering/bidding process?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
28.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid/tender?	No

<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>28.2. If yes, does the procuring authority provide bidders/tenderers with the option of holding a debriefing meeting to discuss why their bid/tender was not selected?</b>	No
<b>If yes, please provide the relevant legal/regulatory provision:</b>	n/a
<b>29. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow aggrieved unsuccessful bidders to challenge the award decision?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>and the time in calendar days:</b>	n/a
<b>29.1. If yes, is the standstill period set out in the notice of intention to award?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>30. Does the regulatory framework restrict material negotiations (for example price or scope) with the winning bidder between the award and the signature of the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>31. Does the regulatory framework allow for complaint review mechanisms pertaining to the PPP bidding/tendering process?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:</b>	n/a
<b>31.1. If yes, is there a timeframe in which decisions on complaints are issued?</b>	No

<b>If yes, please elaborate the timeframe:</b>	n/a
<b>and provide the relevant legal/ regulatory provisions:</b>	n/a
<b>31.2. If yes, are decisions subject to appeal?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>31.3. If yes, is the original complaint and/or the appeal reviewed resolved by an independent administrative authority (other than the procuring authority or the courts)?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>and identify the approving authority:</b>	n/a
<b>32. Does the procuring authority publish the PPP contract? (notwithstanding the protection of commercially sensitive information)</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>32. If yes, which of the following elements does the publication include? 32.1. A summary of the PPP contract: Available (e.g. by request or in the official gazette)</b>	No
<b>Available online</b>	No
<b>Website</b>	n/a
<b>Relevant legal/regulatory provision</b>	n/a
<b>32.2. The full PPP contract: Available (e.g. by request or in the official gazette)</b>	No
<b>Available online</b>	No
<b>Website</b>	n/a
<b>Relevant legal/regulatory provision</b>	n/a
<b>32.3. All of the contract's annexes and appendixes: Available (e.g. by request or in the official gazette)</b>	No

Available online	No
Website	n/a
Relevant legal/regulatory provision	n/a
<b>32.4. Any subsequent amendment made to the PPP contract: Available (e.g. by request or in the official gazette)</b>	No
Available online	No
Website	n/a
Relevant legal/regulatory provision	n/a
<b>33. Please provide any additional information or comments on the answers to the question(s) above and indicate which one(s) you are referring to:</b>	Comments
<b>Contract Management</b>	
<b>34. Does the procuring authority or contract management authority establish a system to manage the PPP contract (i.e., attributing responsibilities or establishing specific management tools)?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	PPP Law Article 40: "The Implementing Agency shall be responsible for the management, monitoring, and progress report, completion report, on the post-project implementation, and other relevant reports based on obligations as stipulated in the PPP contract [...]. With regard to the implementation of these responsibilities, the implementing agency may prepare the project management structure, which may include support from relevant public institutions and consultants within the areas of competencies, such as technical, legal, financial and contract management."
<b>34.1. If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team</b>	Yes
<b>Relevant legal/regulatory provisions</b>	<p>According to Article 3 of Decision of MEF No. 5, in coordinating the implementation of the policy on Public-Private Partnerships, the Inter-ministerial Committee for Steering the Implementation of Policy on Public-Private Partnerships has the Technical Working Group as the secretariat under the Ministry of Economy and Finance with the composition as follows [...].</p> <p>Pursuant to Article 4 of Decision of MEF No. 5, the Technical Working Group for coordinating the implementation of policy on Public Private Partnerships has the following duties:</p>

	Coordinate and manage the operation of Public-Private Partnership projects. The Technical Working Group for coordinating the implementation of policy on Public Private Partnerships has the following duties:
<b>34.1. Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa</b>	Yes
<b>Relevant legal/regulatory provisions</b>	<p>According to Article 3 of Decision of MEF No. 5, in coordinating the implementation of the policy on Public-Private Partnerships, the Inter-ministerial Committee for Steering the Implementation of Policy on Public-Private Partnerships has the Technical Working Group as the secretariat under the Ministry of Economy and Finance with the composition as follows...</p> <p>Pursuant to Article 4 of Decision of MEF No. 5, the Technical Working Group for coordinating the implementation of policy on Public Private Partnerships has the following duties: Provide operational support to ministries/institutions which has jurisdiction to sign contract with private partners in order to identify, assess, restructure, procure, sign contract and manage the Public-Private Partnership projects.</p>
<b>34.1. Elaboration of a PPP contract management manual or an equivalent document</b>	No
<b>Relevant legal/regulatory provisions</b>	n/a
<b>34.1. Establishment of personnel training programs (i.e., initial training and continued training throughout the course of the project)</b>	No
<b>Relevant legal/regulatory provisions</b>	n/a
<b>34.1. Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)</b>	No
<b>Relevant legal/regulatory provisions</b>	n/a
<b>34.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please select only one) - The membership of the PPP contract management team is specified and/or its members</b>	Yes



<p>are required to meet detailed qualifications.</p>	
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions:</b></p>	<p>According to Article 3 of Decision of MEF No. 5, in coordinating the implementation of the policy on Public-Private Partnerships, the Inter-ministerial Committee for Steering the Implementation of Policy on Public-Private Partnerships has the Technical Working Group as the secretariat under the Ministry of Economy and Finance with the composition as follows:</p> <ol style="list-style-type: none"> <li>1. H.E. Mr. Pen Thirong Director General, General Department of International Cooperation and Debt Management (GDICDM)</li> <li>2. Mr. Ros Borrom Deputy Director General, General Department of Budget (GDB)</li> <li>3. Mr. Mang Sopheara Director, Department of Debt Management, General Department of International Cooperation and Debt Management</li> <li>4. Mr. Vongsey Vichet Deputy Director, Department of Investment, General Department of Budget</li> <li>5. Mr. Om Macthearith Deputy Director, Department of Investment, General Department of Budget</li> <li>6. Mr. Houll Bonnaroth Deputy Director, Department of Multilateral Cooperation, General Department of International Cooperation and Debt Management</li> <li>7. Mr. Chan Sopanhavorn Deputy Chief, Office of Multilateral Cooperation 1, Department of Multilateral Cooperation, GDICDM</li> <li>8. Office of Private Sector Development Coordination, Department of Investment , GDB</li> <li>9. Office of Debt Analysis, Department of Debt Management, GDICDM Member</li> </ol>
<p><b>34.2. The PPP contract management team members are required to meet sufficient qualifications without specific details.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>34.2. The PPP contract management team members are not required to meet any specific qualifications.</b></p>	<p>No</p>
<p><b>If yes, please elaborate and provide examples:</b></p>	<p>n/a</p>
<p><b>35. Does the procuring or contract management authority establish a monitoring and evaluation system of the construction of the PPP project (i.e., system for tracking progress of construction, monitoring and evaluation of performance, etc.)?</b></p>	<p>Yes</p>

<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>Pursuant to Article 40 of the Law on Public-Private Partnerships, the Implementing Agency shall be responsible for the management, monitoring and progress report, completion report on the post-project implementation, and other relevant reports based on obligations as stipulated in the PPP Contract, submitted to Ministry of Economy and Finance in order to prepare a consolidated report to ensure the implementation by both parties has complied with the terms and conditions as stipulated in the PPP Contract. With regard to the implementation of those responsibilities, the Implementing Agency may prepare the project management structure, which may include support from relevant public institutions and consultants within the areas of competences, such as technical, legal, financial and contract management.</p>
<p><b>35.1. If yes, is the PPP contract construction performance information made available to the public (e.g. by request or published in the official gazette/bulletin board)?</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>35.2. If yes, is the PPP contract construction performance information made publicly available online?</b></p>	<p>No</p>
<p><b>If yes, please specify the website:</b></p>	<p>n/a</p>
<p><b>36. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>Pursuant to Article 40 of the Law on Public-Private Partnerships, the Implementing Agency shall be responsible for the management, monitoring and progress report, completion report on the post-project implementation, and other relevant reports based on obligations as stipulated in the PPP Contract, submitted to Ministry of Economy and Finance in order to prepare a consolidated report to ensure the implementation by both parties has complied with the terms and conditions as stipulated in the PPP Contract. With regard to the implementation of those responsibilities, the Implementing Agency may prepare the project management structure, which may include support from relevant public institutions and consultants within the areas of competences, such as technical, legal, financial and contract management.</p>
<p><b>36.1. If yes, which of the following tools does it include (check all that apply)?</b></p>	<p>No</p>

<b>Payments are linked to performance</b>	
<b>Relevant legal/regulatory provisions</b>	n/a
<b>36.1. Performance is assessed against output/ Key performance indicators (KPI) set in the tender documents and the PPP contract</b>	No
<b>Relevant legal/regulatory provisions</b>	n/a
<b>36.1. The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract</b>	No
<b>Relevant legal/regulatory provisions</b>	n/a
<b>36.1. The private partner must provide the procuring or contract management authority with periodic operational and financial data</b>	Yes
<b>Relevant legal/regulatory provisions</b>	Pursuant to Article 40 of the Law on Public-Private Partnerships, paragraph 2, the Private Partner shall be responsible for report to the Implementing Agency and to the Ministry of Economy and Finance on the status, progress and performance of the project implementation including financial performance, including financial performance when necessary, as stipulated in the PPP Contract.
<b>36.1. The procuring or contract management authority must periodically gather information on the performance of the PPP contract</b>	Yes
<b>Relevant legal/regulatory provisions</b>	Pursuant to Article 40 of the Law on Public-Private Partnerships, “the Implementing Agency shall be responsible for the management, monitoring and progress report, completion report on the post-project implementation, and other relevant reports based on obligations as stipulated in the PPP Contract, submitted to Ministry of Economy and Finance in order to prepare a consolidated report to ensure the implementation by both parties has complied with the terms and conditions as stipulated in the PPP Contract. With regard to the implementation of those responsibilities, the Implementing Agency may prepare the project management structure, which may include support from relevant public institutions and consultants within the areas of competences, such as technical, legal, financial and contract management. The Private Partner shall be responsible for reporting to the Implementing Agency and to the Ministry of Economy and Finance on the status, progress

	and performance of the project implementation, including financial performance when necessary as stipulated in the PPP Contract.”
<b>36.1. The PPP contract performance information must be available to the public (e.g. by request or in the official gazette/bulletin board)</b>	No
<b>Relevant legal/regulatory provisions</b>	n/a
<b>36.1. The PPP contract performance information must be available online.</b>	No
<b>If yes, please specify the website:</b>	n/a
<b>Relevant legal/regulatory provisions</b>	n/a
<b>37. Is there an economic/technical regulator to oversee the implementation of PPP contracts?</b>	No
<b>If yes, please provide its name and website:</b>	n/a
<b>and the relevant legal/regulatory provisions establishing its mandate:</b>	n/a
<b>37.1. If yes, does the economic regulator have (check all that apply): Political autonomy (for example, through independence of its Directors’ appointments of the Line Ministry or other similar mechanisms).</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>37.1. Managerial autonomy (freedom to determine the use of its budget and organization of resources)</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>37.1. Tariff setting authority.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>37.1. Dispute resolution authority.</b>	No

<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>38. Are foreign companies restricted from repatriating the income resulting from the operation of a PPP project?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>39. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b>	<p>According to Article 28 of the PPP Law: “The assignment of rights and obligations of the Private Partner within the PPP Contract to any third party shall require prior approval from the Royal Government, except for the case of step-in rights as stipulated in Article 29 of this Law.</p> <p>The PPP Contract shall specify the conditions, including conditions that both consignee and consignor shall fulfill to obtain the approval of the Royal Government on the assignment of rights and obligations of the Private Partner within the PPP Contract.”</p>
<b>39.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first two years of commercial operation).</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions</b>	n/a
<b>39.1. Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b>	n/a

<b>39.1. In other cases, flexibility to change the ownership structure and/or assign the contract.</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b>	<p>According to article 22 (3) of the PPP Law: Within 14 (fourteen) working days after the establishment and registration of the Special Purpose Company, the parties to the PPP Contract and Special Purpose Company shall sign a Novation Agreement to transfer the contractual position of the Private Partner to the Special Purpose Company, while retaining the same terms and conditions. Additionally, Article 28 of the PPP Law: "The assignment of rights and obligations of the Private Partner within the PPP Contract to any third party shall require prior approval from the Royal Government, except for the case of step-in rights as stipulated in Article 29 of this Law. The PPP Contract shall specify the conditions, including conditions that both consignee and consignor shall fulfill to obtain the approval of the Royal Government on the assignment of rights and obligations of the Private Partner within the PPP Contract."</p>
<b>40. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b>	<p>Article 30 of the PPP Law provides: "The PPP Contract shall specify the conditions for the contract amendment. Conditions which are permitted to amend the PPP Contract relating to construction, and/or services may include changes in laws or legal provisions, changes in size or output specifications of the project construction, changes in service fees, changes in service demands, force majeure or other circumstances, as stipulated in the PPP Contract. The Implementing Agency shall request the decision of the Ministry of Economy and Finance on the amendment of the PPP Contract pursuant with applicable laws and regulations, prior to signing any agreements on the amendment on the PPP Contract with the Private Partner. The amendment of the PPP Contract shall be complied with the PPP Contract management guidelines which shall be determined by the Royal Government."</p>
<b>40.1. If yes, is an approval from a government authority, other than the procuring authority, required?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b>	<p>Article 30 of the PPP Law provides: "The PPP Contract shall specify the conditions for the contract amendment. Conditions which are permitted to amend the PPP Contract relating to construction, and/or services may include changes in laws or legal provisions, changes in size or output specifications of the project construction, changes in service fees, changes in service demands, force majeure or other circumstances, as stipulated in the PPP Contract. The Implementing Agency shall request the decision of the Ministry of Economy and Finance on the amendment of the PPP Contract pursuant with applicable laws and regulations, prior to signing any agreements on the amendment on the PPP Contract with the Private Partner.</p>

	The amendment of the PPP Contract shall be complied with the PPP Contract management guidelines which shall be determined by the Royal Government.”
<b>40.2. If yes, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b>	Article 30 of the PPP Law provides: “The PPP Contract shall specify the conditions for the contract amendment. Conditions which are permitted to amend the PPP Contract relating to construction, and/or services may include changes in laws or legal provisions, changes in size or output specifications of the project construction, changes in service fees, changes in service demands, force majeure or other circumstances, as stipulated in the PPP Contract. [...]”
<b>40.2.1. If yes, is there a threshold for which a new tendering process is required?</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b>	n/a
<b>and please elaborate:</b>	n/a
<b>40.2.. A change in the risk allocation of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b>	n/a
<b>40.2. A change in the financial and/or economic balance of the contract</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b>	n/a
<b>40.2. A change in the duration of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b>	Article 41 of the PPP Law states: “The PPP Contract shall specify the contract period and conditions to extend the contract period. The determination of the initial contract period shall be based on the factors of Project Asset(s)’ life expectancy and the duration the Private Partner requires to recover its cost of investment. The initial contract period shall not exceed 30 (thirty) years from the date of signing of the Contract. In case of necessity and based on the model of the PPP Projects, the Royal Government may determine the initial contract period beyond 30 (thirty) years.”
<b>40.2. A change in the agreed price or tariff or annuity payments.</b>	Yes
<b>If yes, please provide the relevant</b>	Article 30 of the PPP Law provides: “The PPP Contract shall specify the conditions for the contract amendment. Conditions which are permitted to



<b>legal/regulatory/standard contractual provisions:</b>	amend the PPP Contract relating to construction, and/or services may include changes in laws or legal provisions, changes in size or output specifications of the project construction, changes in service fees, changes in service demands, force majeure or other circumstances, as stipulated in the PPP Contract. [...]"
<b>40.3. Can the procuring/contract management authority modify a PPP contract unilaterally?</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b>	n/a
<b>41. Does the regulatory framework (including standard contractual clauses) expressly address the following circumstances that may occur during the life of the PPP contract? (check all that apply): 41.1. Force Majeure.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b>	Article 30 of the PPP Law provides: "The PPP Contract shall specify the conditions for the contract amendment. Conditions which are permitted to amend the PPP Contract relating to construction, and/or services may include changes in laws or legal provisions, changes in size or output specifications of the project construction, changes in service fees, changes in service demands, force majeure or other circumstances, as stipulated in the PPP Contract. [...]"
<b>41.2. Material Adverse Government Action</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b>	n/a
<b>41.3. Change in the Law.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b>	Article 30 of the PPP Law provides: "The PPP Contract shall specify the conditions for the contract amendment. Conditions which are permitted to amend the PPP Contract relating to construction, and/or services may include changes in laws or legal provisions, changes in size or output specifications of the project construction, changes in service fees, changes in service demands, force majeure or other circumstances, as stipulated in the PPP Contract. [...]"
<b>41.4. Refinancing.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b>	n/a
<b>41.5. Subcontracting and replacement of the subcontractors.</b>	Yes

<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b></p>	<p>Article 37 of the PPP Law provides: “The private partner may implement a PPP project by itself or through its contractor(s). The private partner must clearly specify its key contractors within the request for proposals in the selection process of the private partner. The definition of key contractors is based on the features and scope of each PPP project. Changes in key contractors shall not be permitted without prior approval by the implementing agency and the ministry of economy and finance. The private partners shall have full rights on the selection and changes of contractors that is not a key contractor without prior approval of the implementing agency.”</p>
<p><b>42. Does the regulatory framework (including standard contractual clauses) allow for alternative dispute resolution mechanisms in case of disputes arising from the implementation of PPP contracts?</b></p>	<p>Yes</p>
<p><b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:</b></p>	<p>The PPP Law designates Chapter XI to dispute resolutions. It states in its article 44: “Any dispute arising between the implementing agency and the private partner related to the PPP contract shall be resolved in accordance with a dispute resolution mechanism as stipulated in the PPP contract.” Furthermore, article 45 provides: “In the case a PPP Contract or a Concession Agreement fails to prescribe a dispute resolution mechanism, the dispute between the Implementing Agency and the Private Partner related to the PPP Contract or Concession Agreement shall be resolved through the consultation between the Implementing Agency and the Private Partner under the mediation by the Ministry of Economy and Finance except for the land disputes. Within 2 (two) months from the date of written complaint filed by either party requesting for mediation, if both parties fail to resolve the dispute through mediation, both parties may agree to send the dispute to the Commercial Arbitration of the Kingdom of Cambodia or international commercial arbitration. In case both parties are unable to send the dispute to the Commercial Arbitration of the Kingdom of Cambodia or international commercial arbitration, either party may file a complaint with the court of the Kingdom of Cambodia.”</p>
<p><b>42.1. If yes, is arbitration available as an option? Domestic arbitration only</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions</b></p>	<p>n/a</p>
<p><b>Domestic arbitration and international arbitration</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b></p>	<p>Article 45 of the PPP Law provides: “In the case a PPP Contract or a Concession Agreement fails to prescribe a dispute resolution mechanism, the dispute between the Implementing Agency and the Private Partner related to the PPP Contract or Concession Agreement shall be resolved through the consultation</p>

	<p>between the Implementing Agency and the Private Partner under the mediation by the Ministry of Economy and Finance except for the land disputes.</p> <p>Within 2 (two) months from the date of written complaint filed by either party requesting for mediation, if both parties fail to resolve the dispute through mediation, both parties may agree to send the dispute to the Commercial Arbitration of the Kingdom of Cambodia or international commercial arbitration. In case both parties are unable to send the dispute to the Commercial Arbitration of the Kingdom of Cambodia or international commercial arbitration, either party may file a complaint with the court of the Kingdom of Cambodia.”</p>
<b>No</b>	No
<b>42.2. If applicable, are arbitration awards enforceable by local courts?</b>	Yes
<b>If yes, please elaborate and provide the relevant legal/regulatory/standard contractual provisions:</b>	Article 353 of the Civil Procedure Code of Cambodia provides that an execution ruling of a court must be obtained in order to execute an arbitration award, whether domestic or foreign.
<b>42.3. Are other Alternative Dispute Resolution (ADR) options available (including mediation or dispute resolution boards)?</b>	Yes
<b>If yes, please elaborate and provide the relevant legal/regulatory/standard contractual provisions:</b>	<p>Article 45 of the PPP Law provides: “In the case a PPP Contract or a Concession Agreement fails to prescribe a dispute resolution mechanism, the dispute between the Implementing Agency and the Private Partner related to the PPP Contract or Concession Agreement shall be resolved through the consultation between the Implementing Agency and the Private Partner under the mediation by the Ministry of Economy and Finance except for the land disputes.</p> <p>Within 2 (two) months from the date of written complaint filed by either party requesting for mediation, if both parties fail to resolve the dispute through mediation, both parties may agree to send the dispute to the Commercial Arbitration of the Kingdom of Cambodia or international commercial arbitration. In case both parties are unable to send the dispute to the Commercial Arbitration of the Kingdom of Cambodia or international commercial arbitration, either party may file a complaint with the court of the Kingdom of Cambodia.”</p>
<b>43. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?</b>	Yes

<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions:</b>	<p>According to article 29 of the PPP Law: “Both parties to the PPP Contract may agree on the provision of step-in rights in favor of the lender(s) to the Project and/or the Royal Government. The receiver of the step-in rights may obtain and renew the rights and obligations as stipulated in the PPP Contract to ensure continued performance of the Private Partner’s obligations under the framework of the PPP Contract and/or loan agreements relating to the Project.”</p>
<b>43.1. If yes, which of the following options best describes the lender step-in right? (Please select only one)</b> <b>The regulatory framework expressly regulates the lender step-in rights.</b>	<p>No</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:</b>	<p>n/a</p>
<b>43.1. The regulatory framework prescribes that a direct agreement should be signed with the lenders.</b>	<p>No</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:</b>	<p>n/a</p>
<b>43.1. The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.</b>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:</b>	<p>According to article 29 of the PPP Law: “Both parties to the PPP Contract may agree on the provision of step-in rights in favor of the lender(s) to the Project and/or the Royal Government. The receiver of the step-in rights may obtain and renew the rights and obligations as stipulated in the PPP Contract to ensure continued performance of the Private Partner’s obligations under the framework of the PPP Contract and/or loan agreements relating to the Project.”</p>
<b>43.1. Other</b>	<p>No</p>
<b>please specify:</b>	<p>n/a</p>
<b>44. Does the regulatory framework (including standard contractual clauses) expressly address the grounds for termination of a PPP contract?</b>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:</b>	<p>According to Article 42 of the PPP Law “the PPP Contract shall specify the circumstances for contract termination prior to its expiry, such as in the event either party to the PPP Contract defaults on its obligations, force majeure, and/or early termination by the Royal Government.</p>

	The PPP Contract shall specify the rights and obligations of both parties to be fulfilled, mechanisms and formulas for calculating compensation in the event of early termination of the contract.”
<b>44.1. If yes, does the regulatory framework (including standard contractual clauses) also addresses the consequences for the termination of the PPP contract?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:</b>	According to Article 42 of the PPP Law “the PPP Contract shall specify the circumstances for contract termination prior to its expiry, such as in the event either party to the PPP Contract defaults on its obligations, force majeure, and/or early termination by the Royal Government. The PPP Contract shall specify the rights and obligations of both parties to be fulfilled, mechanisms and formulas for calculating compensation in the event of early termination of the contract.”
<b>45. Please provide any additional information or comments on the answer(s) above and indicate which one(s) you are referring to:</b>	Comments
<b>Unsolicited Proposals</b>	
<b>46. Are unsolicited proposals in Cambodia (PPP):</b>  <b>(choose only one) Explicitly prohibited by the legal framework?</b>	No
<b>46. Explicitly allowed by the legal framework?</b>	Yes
<b>46. Not regulated by the legal framework, but do happen in practice?</b>	No
<b>46. Not regulated by the legal framework, and do not happen in practice?</b>	No
<b>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</b>	Pursuant to Article 17 of the PPP Law, the selection of Private Partner may be carried for solicited projects and unsolicited projects.
<b>47. Does the procuring authority conduct an assessment to evaluate unsolicited proposals?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions:</b>	Pursuant to Article 23 of the Law on Public-Private Partnerships, Implementing Agency may consider Unsolicited Proposals to review the possibility of development and implementation as a PPP Project. The review and selection of Unsolicited Proposals shall be pursuant with the following principles and

	<p>conditions:</p> <p>1. The Unsolicited Proposal shall introduce new concept, technology or innovation that may be beneficial to the Kingdom of Cambodia. In case the Implementing Agency seeks to further pursue the preparation and development of any Unsolicited Proposals, the Implementing Agency shall submit a request for in-principle approval from the Royal Government through the Ministry of Economy and Finance.</p> <p>[...]</p>
<b>47.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>48. Which of the following options best describes how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one) : The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions:</b>	n/a
<b>48. The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>48. The procuring authority does not evaluate unsolicited proposals against existing government priorities.</b>	Yes
<b>If yes, please elaborate and provide examples:</b>	The PPP regulatory framework does not specify how the PPPs will be evaluated against other government investment priorities.
<b>49. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding</b>	No

<b>with the unsolicited proposal?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>50. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>and the time in calendar days:</b>	n/a
<b>51. Does the procuring authority use any of the following incentive mechanisms to reward/compensate the submission of unsolicited proposals? (check all that apply): 51.1. Access to the best and final offer (BAFO) process and/or automatic shortlisting.</b>	No
<b>51.2. Developer's fee (reimbursing the original proponent for the project development cost).</b>	No
<b>51.3. Bid Bonus.</b>	No
<b>51.4. Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).<sup>1</sup></b>	No
<b>51.5. Other</b>	No
<b>please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions:</b>	n/a
<b>52. Please provide any additional information or comments on the answers to the question(s) above and indicate which one(s) you are referring to:</b>	Comments