

BENCHMARKING PPP PROCUREMENT 2017 IN MOZAMBIQUE

Regulatory and Institutional Framework for PPPs	
Does the regulatory framework in your country allow procuring PPPs?	Yes
Yes. If yes, please specify the relevant regulatory framework and the year of adoption:	Public Private Partnership Contracts in Mozambique are regulated by (1) Law no. 15/2011, of 10 August 2011 (related to large scale projects and PPPs, hereinafter referred to as "PPP Law"), (2) Decree no. 16/2012, of 4 June 2012 (hereinafter referred to as "PPP Regulations"), (3) Decree n.º 69/2013, of 20 December which came into force on the year of publication, and (4) Decree Law no 15/2010, May 24 governs the PPP procurement procedures, on a subsidiary basis.
and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	(1) http://www.mf.gov.mz/docs/Legislacao/Geral/Lei_das_PPPs.pdf or http://www.acismoz.com/lib/services/translations/Law%20no%202015%202011%20of%2010%20August%20(Mega%20Projects%20Law)%20%20SC%20free%20translation.pdf (2) www.portaldogoverno.gov.mz/
Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors? Transportation.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Water and irrigation	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Energy generation and distribution	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Telecom	No
If yes, please provide the relevant	n/a

legal/regulatory provisions:	
Health	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Education	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Other	Yes
If yes, please provide the relevant legal/regulatory provisions:	(1) According to article 3 (2) of the PPP Law, the supply of goods and provision of services to the State, including public works and consultancy in public works are excluded from the PPP Law. Moreover, nonprofit activities are excluded as well. (2) According to article 2 (2) (a), the PPP Law does not apply to Natural Resources ventures including the Oil and Gas Sector and the Mining sector.
Please identify the PPP procuring authorities in country_name and provide their website(s) (if available):	According to Articles 5 and 6 of the PPP Law: In terms of the institutional framework, PPP projects are made by the Government entities or Ministries or municipalities, responsible for the sector of the project. In terms of the financial framework, the financial supervision is exercised by the Ministry of Economy and Finance. In fact, Article 5 provides that the ventures are subject to the relevant sectoral Minister. All ministries can be accessed on the following government website: www.portaldogoverno.gov.mz
In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?	No
If yes, please indicate its name, and its website (if available):	n/a
If yes, what are the main responsibilities of the PPP Unit (check all that apply). PPP regulation.	n/a
PPP policy guidance and capacity building for other public authorities.	n/a
PPP promotion among the public and/or private	n/a

sectors in national and international forums.	
Technical support in implementing PPP projects.	n/a
Gatekeeping (approval of PPP projects).	n/a
Procurement of PPPs.	n/a
Oversight of PPP implementation.	n/a
Other	n/a
please specify:	n/a
Preparation of PPPs	Score: 50
\Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 6 of PPP Regulations states that the Ministry of Finance must provide the budgetary framework for the venture, as well as oversee the draft of the feasibility studies and risk/benefit sharing assessment. It also controls the granting of State guarantees (should there be any). In fact, Pursuant to article 6 of Decree n.º16/2012, 1-a) the entity responsible for the financial safeguarding or custody shall guarantee that each venture is duly framed within the economic policy and within the strategies and global plans for the development and growth of the national economy, and insure the registration of the resources, in the State Budget, when essential to the economic and financial viability of any venture/project, (pursuant to Article 20 of Law n.º15/2011). Furthermore, 1-c) It shall also ensure the assessment and decision regarding the economic and financial options relating to each ventures. Additionally, article 24 of Law 15/2012, provides that the PPPs, PGD and CE shall have an appropriate budgetary framework, due to its repercussion translated into long term multiannual commitments, with the financial exposure of the public purse.
If yes, is a second approval by the Ministry of Finance or Central Budgetary Authority required before signing the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a

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?	No
If yes, please specify the relevant authority	n/a
and provide the relevant legal/regulatory provisions (if any):	n/a
If yes, is a second approval by the same authority required before signing the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Does the government integrate the prioritization of PPP projects with all other public investment project prioritization? (e.g. in the context of a national public investment system)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Article 20 of the PPP Law provides that: In the case of a strategic PPP undertaking or one of special social-economic interest for the Country, and which is not financially feasible by itself and to which the State should contribute for its economical-financial feasibility, the entity responsible for the financial oversight may, upon express consent of the Government: a) participate in its financing or provide a financial guarantee in favor of the undertaking for the purpose, on due consideration; b) facilitate access to guarantees for financing requested from multilateral or government institutions; or c) grant a subsidy or compensation for the provision of its services or sale of products at prices or tariffs administratively fixed below or close to the actual cost of such services or products.</p> <p>2. The Government shall, when drafting the Medium Term Fiscal Scenario and in each annual State Budget proposal: a) record the budgetary</p>

	<p>allocation destined to ensure its co-participation in the investments in PPP undertakings in which the State's direct action is deemed indispensable, relevant or strategically appropriate; and b) anticipate and budget, in disaggregated and global amounts, the liabilities assumed for compensation or subsidy by the State or granting of access to financial guarantees or facilities for PPP undertakings clearly identified, taking them into consideration in the analysis of the sustainability of the public debt.</p> <p>Note: Our best contributor confirmed, after following up with him, that Article 20 of the PPP Law does provide that the Government shall integrate the PPP projects in the annual State Budget and include them in the assessment of sustainability of the global public debt.</p>
If yes, which of the following options best describes the way your government prioritizes PPP projects? (Please select only one). The regulatory framework provides for the inclusion of PPPs in the national public investment system and/or details a specific procedure to ensure the consistency of PPPs with other public investment priorities.	Yes
If yes, please specify:	<p>Articles 20(2) and 24 provide for the inclusion of PPPs in the State Budget. In fact, pursuant to Article 24 of the PPP Law: The Government shall include, in each annual proposal for the State Budget, the budget regarding its own investment in PPP ventures where the direct intervention of the State is seen as indispensable, relevant or convenient. It shall also foresee and budget the liabilities assumed for compensation or subsidies by the State or for the granting of access to guarantees of other financial facilities for clearly identified PPP projects, taking such amounts into consideration when analyzing the sustainability of public debt. Furthermore, PPPs shall have an adequate budget framing, given their repercussion as long term commitments.</p>
The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.	No
The regulatory framework does not	No

include any provisions.	
Other	No
please specify:	n/a
Among the PPP projects procured within the last two (2) years, how many of them were prioritized along with all other public investment projects? Please elaborate:	Most of the projects
Which of the following assessments are conducted when identifying and preparing a PPP? (check all that apply): 10.1. Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the project)	Yes
Relevant legal/regulatory provision (if any)	Article 4 of the PPP Law provides that the contracting of PPP, LSP or BC undertakings is subject to conformity with the following guiding principles for each undertaking, concretely: a) its proper fit in the policy, strategy and development plans of its respective economic or social sector; b) its contribution to the development of the effective capacity for efficient and rational use and economic appreciation of national resources and goods; g) its contribution to the development of the national capital markets and the promotion of greater economic inclusion of Mozambicans in each undertaking... Furthermore, Articles 9, 10 and 11 of the PPP Regulations provide for conducting socio-economic analysis when identifying and preparing a PPP.
Is there a specific methodology?	Yes
If yes, elaborate.	According to Article 4 of the PPP Law, The contracting of PPP, LSP or BC undertakings is subject to conformity with the following guiding principles for each undertaking, concretely: a) its proper fit in the policy, strategy and development plans of its respective economic or social sector; b) its contribution to the development of the effective capacity for efficient and rational use and economic appreciation of national resources and goods; c) equity in the sharing of benefits arising from each undertaking, among the contracting parties, actors and concerned or affected parties; [...] f) creation and maintenance of jobs and professionalization and transfer of know-how to Mozambican employees and managers; g) its contribution to the development of the national capital markets and the promotion of greater economic inclusion of Mozambicans in each undertaking [...]

Affordability assessment, including the identification of the required long term public commitments (explicit and implicit)	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology?	n/a
If yes, elaborate	n/a
Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision (if any)	<p>Under PPP Regulations: Article 5(1)(d) provides: The identification and design of each project and preparation of the technical feasibility study, environmental , economic and financial , including the analysis and monitoring of the benefits, assumption of risks; 5(3)a) The analysis and monitoring during the contract life, sharing of benefits and risk-taking , and the prevention of risks ...</p> <p>Additionally, Article 6(1)(b)(c)(d) provides: (b) The verification of compliance in the analysis process, the assessment of economic and financial benefits and risks in each project , (following the guiding principles provided in Article 4 of Law no. 15/2011; (c) The assessment and decision making on economic and financial information (in particular those that have or can produce effects on benefit sharing and prevention and risk-taking) ; (d) analysis , certification and monitoring of sharing benefits and prevent and risk-taking, or in a business model or the instruments legal hiring of each project ;</p>
Is there a specific methodology?	No
If yes, elaborate	n/a
Financial viability or bankability assessment.	Yes
Relevant legal/regulatory provision (if any)	<p>Article 20 of the PPP Law provides for financial guarantees grantable to undertakings, and Article 24 provides for budgeting framework.</p> <p>Furthermore, under PPP Regulations, article 11 establishes that a study regarding the financial-economic feasibility of the PPP shall be prepared prior to launching of the PPP. In fact, this Article provides that: The viability-study preparation is based on the economic financial reference model, it is approved by the entity responsible for financial supervision, and by the entity responsible for sectoral protection. It should include, among other elements: a) the basic assumptions made in preparing the study, such as the level of investments (tangible and intangible), equity and loans prices purchase and sale, interest rates, volume of production, depreciation rates of fixed assets and foreseeable risks; b) The amounts of expected revenues and their total (sorted by type); c) The amounts by type of investment, insurance, financial and loan amortization of assets and its total; d) The value of any tax incentives in accordance with applicable law; e) A statement of cash flow and indicators treasury management; f) A statement</p>

	<p>of expected operating results (before and after loan repayments); g) The indicators for management and solvency of the enterprise; h) Indicators or profitability ratios of capital and other assets invested resources in enterprise, the critical point of sales , the rate of internal return , the effective tax rate, as well as the recovery period of investments ; i) The total net present value and the allocation for investors, partners and shareholders; j) The demonstration of the equitable sharing of financial benefits between the contracting parties ...;</p> <p>Also, Article 5(d) provides that the identification and design of each project and preparation of the technical feasibility study, environmental, economic and financial studies, including analysis and monitoring of benefits and risk assumption and prevention; and finally, Article 6(e) provides for guidance making arrangements for the feasibility of economic and financial developments of socio- economic nature, relevant to the national strategy (which justifies such intervention by the state).</p>
Is there a specific methodology?	No
If yes, elaborate	n/a
Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology?	n/a
If yes, elaborate	n/a
Market assessment (showing evidence of enough interest in the market for the project)	Yes
Relevant legal/regulatory provision (if any)	When preparing a PPP, a study is conducted to assess the economic and financial feasibility of the project. As per Article 11(2) paragraph a), this study shall namely include "the underlying assumptions of the study, such as the estimate level of tangible and intangible investment, the capacity to install and its levels of use, equity and loans, buying and selling prices, interest rates, inflation, production volume, amortization rates and expected risks". Market assessment is not an item which is expressly included per se in the text of the law, but the law is interpreted to implicitly include market assessment.
Is there a specific methodology?	No
If yes, elaborate	n/a
Among the PPP projects procured within the last two (2) years, for how many of them were all of the required	All of the projects

assessments conducted? Please elaborate:	
Does the procuring authority include a draft PPP contract in the request for proposals?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If no, please elaborate (provide examples):	No draft contract is provided in the RFP, at least not in case of public tender. Should the PPP be awarded through direct award or negotiation, a draft contract is usually tabled between the parties before execution; In fact, pursuant to Article 21 pf PPP Regulations, the draft contract is only presented and then negotiated with the selected applicant.
Have standardized PPP model contracts and/or transaction documents been developed?	Yes
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	Practice
Does the procuring authority obtain the permits necessary to develop and operate the PPP project before calling for tenders in any of the following areas? Environmental permits.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Urban and zoning permits.	No
If yes, please provide the relevant	n/a

legal/regulatory provisions (if any):	
Other permits.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Does the procuring authority make available to PPPCo the necessary land or right of way to develop the PPP project (if any)? Land	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>As per Article 12 of Decree 15/2011, the PPPco may be provided with a DUAT (right to use and explore the land) for the area where the project is to be implemented, which gives it the right to build/develop/explore in such area. Furthermore, the PPP Law states in its Article 12(1) that the main purpose of a PPP is guaranteeing the efficient provision of services or goods to the consumers and the economic valorization of the assets and other national resources integrated in such ventures including, when necessary, the land assigned by the State to the respective project, by means of a Right to Use and Exploit the Land ("Direito de Uso e Aproveitamento da Terra"). Notwithstanding this, article 14 refers that whenever land is assigned, the land remains inalienable property of the State. Additionally, article 24 of the PPP Regulation establishes that pursuant to the execution of the agreement, the hiring party shall assign to the private party namely the land where the venture is to be implemented and explored. Finally, we add that Article 11(1) of PPP Regulations provide that PVs for the Offshore Areas 1 and 4 projects should be provided the land rights they require to implement these projects. These land rights are granted through structures similar to usufructs known as DUATs and, for certain areas, special licenses.</p>
If no, please elaborate (provide explanation):	n/a
Does the procuring authority make available to PPPCo the necessary land or right of way to develop the PPP project (if any)? Right of way	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>As per Article 12 of Decree 15/2011, the PPPco may be provided with a DUAT (right to use and explore the land) for the area where the project is to be implemented, (which includes the right of way). Furthermore, the PPP Law states in its Article 12(1) that the State provides to PPPCo. the Right to Use and Exploit the Land (by means of "Direito de Uso e Aproveitamento da Terra"). Finally, Article 11(1) of PPP Regulations provides that PVs for the Offshore Areas 1 and 4 projects should be provided the land rights they require to implement these projects. These land rights are granted through structures similar to usufructs known as DUATs and, for certain areas, special licenses.</p>

If no, please elaborate (provide explanation):	n/a
Does the regulatory framework establish any exceptions where the preparation process described above does not apply or allows for a "fast track" procedure?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 9 of PPP Regulations, in case the PPP proposal presented by the applicant complies with all the requirements relating to the viability studies and takes into account all the principles that must guide the PPP project, all prior assessments (the initial steps) may be forfeited by the Ministry that oversees the activity of the PPP (this being the conception and the definition of the guidelines and the drafting of the viability study).
What is the average number of calendar days that the procuring authority spends on each of the following activities to prepare a PPP project? Conducting the required assessments:	83
Obtaining the required approvals from other relevant authorities:	75
Preparing the draft PPP contract:	135
Obtaining any permits, land and/or right of way that the procuring authority must provide according to the regulatory framework:	90
PPP Procurement	Score: 73
Are the bid evaluation committee members required to meet specific qualifications?	Yes

If yes, please specify and provide the relevant legal/regulatory provisions (if any)	Article 13 of PPP Regulations provides that in any contracting modality, the assessment as well as negotiation of the proposals is made in the terms of article 19 of the same Decree nº16/2012, by a panel appointed by the bid evaluation committee that must be appointed by the entity responsible for the sectoral supervision and must integrate representatives from the Ministry of Economy and Finance, Ministry of Land, Environment and Rural Development, Ministry of Labour, Employment and Social Security and from the Central Bank of Mozambique.
If no, please elaborate (provide examples):	n/a
If yes, which of the following options best describes the required qualifications of the committee members? (Please select only one). The regulatory framework details the qualifications required and/or the specific membership of the bid evaluation committee.	Yes
If yes, please specify:	The bid evaluation committee in Mozambique must integrate the following members: representatives from the Ministry of Economy and Finance, Ministry of Land, Environment and Rural Development, Ministry of Labour, Employment and Social Security and from the Central Bank of Mozambique.
The regulatory framework requires generally sufficient qualification without detailing the specific qualifications required to be a member of the bid evaluation committee.	No
The regulatory framework does not include any provisions.	No
Other please specify:	n/a
Does the procuring authority issue a public procurement notice of the PPP?	Yes

If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Article 32 of Decree No. 15/2010 provides that the procuring authority issues a public procurement notice to the press, at least twice and posts the notice in its head office, and publication is made through the newspaper with largest circulation in the country, through Official Gazette and internet (in cases of international call for tenders)
If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	http://www.concursos.co.mz
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):	According to Article 69(1) of the Decree No. 15-2010, bidders shall be granted with a reasonable deadline for presenting their bids, which shall be of at least twenty one days. Note also that paragraph 3 of article 12 of the PPP Regulation establishes that tender documents shall establish the deadline for presentation of proposals and that the deadline shall be counted from the date of publication of the tender notice or from the date when the respective documents are made available to the interested parties. In case these deadlines are different, the last date prevails.
and the time in calendar days :	21
Do the tender documents detail the stages of the procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 65(1)(c) of Decree No. 15/2010 establishes that the tender documents shall include information regarding the stages of the procurement process. Pursuant to article 62 a public tender process shall observe the following stages: (i) preparation and launching, (ii) presentation and opening proposals and qualification documents, (iii) assessment and monitoring, (iv) ranking and recommendations from the jury, (v) award, (vi) claims and appeals. Furthermore, Article 14 of PPP Regulations provides that the development of the public tender comprises the following steps: a) The preparation of tender documentation which should be based on the feasibility study information of the enterprise (or in two stages in the case of a contract); b) The launch and publication of the contract; c) the submission of tenders; d) The opening, analysis and evaluation of proposals and selection of proposals eligible for the analysis and assessment in accordance the contest rules; e) The classification of the technical proposals, resulting in the selection of winning tenderers (1st, 2nd and 3rd place), observing the rules of competition; f) The award of the contract to the winning bidder in 1st place and the exercise by interested bidders, the right of complaint about possible irregularities committed in the evaluation process, classification and clearance of the successful bidder, in accordance with contest rules; g) The negotiation of the contract for the project, (draft contract agreed upon); h) the conclusion of the contract, and registration with the private notary responsible for the protection after evaluation and approval of the project venture investment under hereinafter referred to in Articles 31 and 32 of this Regulation. 2. Submission of unsolicited proposals that

	are not included in public investment plans should follow the public tender procedure, in accordance with paragraph 5 of Article 13 of Law no. 15/2011 of 10 August. 3. The public tender referred to in the preceding paragraph is intended to assess and adjust the terms of the technical proposal, its quality, price and other conditions proposals for hiring, enjoying the proponent of enterprise initiative of the margin of preference of 15% the evaluation of tenders for the award contracting as a result of this bidding. 4. On completion of the tender are complementarily, The provisions contained in the legislation on hiring of public works contract, supply of goods and provision services to the State.
If no, please elaborate (provide examples):	n/a
Does the procurement process include a pre-qualification stage to select a number of qualified bidders to present the full proposal?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 13(2) of the PPP Law establishes that in certain cases, considering the public interest and when certain requirements are met, the public tender limited by previous qualification may be used. Furthermore, Article 15 of the PPP Regulation establishes that this procedure shall be used whenever the competitiveness may be limited pursuant to the complexity of the qualification requirements or to the burden which preparing the bids for the tender encompasses. In the latter case, entering into a PPP is through a pre-qualification tender, meaning that the procuring entity opens the bid to a restricted number of applicants, and the public entity chooses amongst those who demonstrated interest in submitting proposals for such PPP project.
If yes, do the tender documents specify the prequalification criteria in order to make them available to all of the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Practice
Among the PPP procurement processes conducted within the last two (2) years that had a prequalification stage, how many of them included prequalification criteria in the	Some of the projects

tender documents? Please elaborate	
Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 67 of Decree no. 15/2010, (applicable by way of Article 14 of the PPP Regulations), states that bidders shall be allowed to request clarification which they deem necessary to fully comprehend the tender documents. These clarifications shall be requested within the deadline for submission of proposals.
If yes, does the procuring authority disclose those questions and clarifications to all of the potential bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 67(5) of Decree no. 15/2010 provides that: "The Contracting Authority shall communicate the clarification which it has provided (...) to all the interested parties which have acquired the Tender Documents and to those which acquire them subsequently".
Among the PPP procurement processes conducted within the last two (2) years where questions were submitted, in how many were the questions and clarifications disclosed to all of the potential bidders? Please elaborate:	None of the projects
Besides questions and clarifications, can the procuring authority conduct other types of dialogue with the potential bidders?	No
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a

If yes, does the procuring authority disclose the content and the results of the dialogue to all of the potential bidders?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Among the PPP procurement processes conducted within the last two (2) years where any other type of dialogue was conducted, in how many was the content and the result of the dialogue disclosed to all of the potential bidders? Please elaborate:	None of the projects
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):	Article 14(1), paragraph b), of PPP Regulations (Decree 16/2012) imposes the presentation of a financial model by the bidders, and Article 19 presents the criteria for the assessment and establishes that the financial models of the proposals presented by the bidders/applicants are subject to an evaluation.
If no, please elaborate (provide examples):	n/a
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	Article 78 of Decree No. 15/2010 provides that the evaluation of bids must be based solely on the criteria established in the tender document

legal/regulatory provisions (if any):	
Among the PPP procurement processes conducted within the last two (2) years, in how many of them was the evaluation of the bidders conducted in accordance with the criteria stated in the tender documents? Please elaborate:	All of the projects
In the case where only one proposal is submitted (sole proposals), does the procuring authority follow any special procedure before awarding the PPP?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If yes, what of the following options best describes the way the procuring authority deals with sole proposals? (Please select only one). The regulatory framework details a specific procedure that the procuring authority must follow before awarding a PPP contract where only one proposal is submitted.	n/a
Please specify:	n/a
The regulatory framework considers sole proposals valid as long as they meet the conditions	n/a

outlined in the tender documents.	
The regulatory framework does not allow the award of a PPP contract if only one proposal is submitted.	n/a
The regulatory framework does not include any provisions.	n/a
Other	n/a
please specify:	n/a
In practice, what is the average number of calendar days between the initial publication of the PPP public procurement notice and the award of the PPP? Number of calendar days:	170
Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Article 84 paragraph 2 of the Public Procurement Decree (No. 15/2010 of May 24) foresees that awards shall be published in the press. Furthermore, Article 20 of the PPP Regulations (Decree No. 16/2012 of July 4)
If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	As most PPPs are determined via direct award, at the end of the negotiation process a summary of the main terms agreed for the PPP is published in the official gazette, which may also be found on online legislation databases with paid subscriptions, such as: http://www.atneia.com http://www.lexlink.eu/ http://www.legis-palop.org/bd/
Does the procuring authority provide all the bidders with the result of the PPP procurement process?	Yes
If yes, please provide the relevant	Article 20 of the PPP Regulations (Decree 16/2012) clearly states that "award" refers to the indication and communication of the winner bid to all the bidders. In fact, Article 20 provides

legal/regulatory provisions (if any):	that the procuring entity notifies all bidders of the winning bid, allowing for a period of 30 days for the non-selected bidders to protest, if they deem it reasonable.
If no, please elaborate (provide examples):	n/a
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
Does the regulatory framework restrict or regulate in any way negotiations with the selected bidder between the award and the signature of the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Among the PPP procurement processes conducted within the last two (2) years, in how many of them were the terms and conditions changed between the award and the signature of the PPP contract? Please elaborate:	All of the projects
Does the procuring authority publish the PPP contract?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Paragraph 1 of article 24 of the PPP Regulations (Decree 16/2012) and Article 23 of the PPP Law (No. 15/2011) establish that the main terms of the contract shall be published in the Mozambican Official Gazette ("Boletim da República de Moçambique").

If yes, is it published online?	Yes
If yes, please specify the website:	<p>www.portaldogoverno.gov.mz. However, in practice, the publication of legislation at www.portaldogoverno.gov.mz is incomplete.</p> <p>The official gazette and main terms of PPP contracts can be found on legislation databases with paid subscriptions such as:</p> <p>http://www.atneia.com http://www.lexlink.eu/ http://www.legis-palop.org/bd/</p>
Does the regulatory framework establish any exceptions where the procurement process described above does not apply or allows for a “fast track” procedure?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 13 of PPP Law provides that: In weighty situations and once duly justified, and as a last resort measure subject to prior express approval by the Government, the contracting of a PPP undertaking may exceptionally take the form of negotiation and direct award. Furthermore, Articles 9(2) and 17 of PPP Regulations (Decree 16/2012) details how and the situations where the Government may decide to award a PPP contract through negotiation or direct award.
Unsolicited proposals	Score: 33
Does the regulatory framework allow for the submission of unsolicited proposals? (if no, skip to section F)	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 13 (5) of PPP Law provides that Proposals of PPP undertakings at private initiative are subject to public tender intended to determine or ensure the technical and quality terms, the price and further conditions offered by the proponent, which shall benefit from the right and preference margin of 15% in the assessment of the technical and financial proposals resulting from such tender and without any right to compensation for costs incurred in the preparation of the proposal. Additionally, Article 14 (2) and (3) of PPP Regulations allow for the submission of unsolicited proposals in Mozambique
If yes, please specify, to the best of your knowledge, the percentage of PPP investments in your country approved as unsolicited proposals during	No data

the last five (5) years:	
Does the procuring authority conduct an assessment to evaluate unsolicited proposals?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	Article 13 (5) of PPP Law, and Articles 3 (2) and 17 of PPP Regulations establish that the same phases that need to be followed pursuant to a public tender apply when dealing with a proposal that didn't follow a public tender (such as unsolicited proposals). Therefore, the procuring authority needs to subject unsolicited proposals to a public auction, in order to assess its price, quality and technical conditions
If yes, does it ensure that the unsolicited proposal is consistent with the existing government priorities?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If yes, which of the following options best describes how unsolicited proposals are evaluated against existing government priorities? (Please select only one). The regulatory framework details a specific procedure to ensure the consistency of PPPs with other public investment priorities.	n/a
If yes, please specify:	n/a
The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific	n/a

procedures to achieve that goal.	
The regulatory framework does not include any provisions.	n/a
Other	n/a
please specify:	n/a
Among the unsolicited proposals approved within the last two (2) years, how many of them were a part of the existing government priorities? Please elaborate:	Most of the projects
Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Paragraph 5 of article 13 of the PPP Law and paragraphs 2 and 3 of article 14 of the PPP Regulation provide for a competitive PPP procurement procedure when proceeding with the unsolicited proposals
Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
Does the procuring authority use any of the following mechanisms to reward/compensate the presentation of unsolicited	No

proposals? (check all that apply): Access to the best and final offer.	
Developer's fee (reimbursing the original proponent for the project development cost).	No
Bid bonus.	Yes
Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).	No
Other	No
please specify:	n/a
Please provide the relevant legal/regulatory provisions (if any):	<p>Paragraph 5 of article 13 of the PPP Law and paragraph 3 of article 14 of the PPP Regulation establish that the initial bid is subject to public bidding for other interested bidders, but that the initial bidder enjoys a preference margin of 15% (fifteen percent) in the assessment of technical and financial criteria. These provisions also very clearly state that the initial bidder is not granted with a right for compensation of the costs incurred in the preparation of the proposal.</p> <p>In fact, according to one of our best contributors, The Mozambican PPP legal framework opts for the Bonus system, one of the three most common models existing to deal with unsolicited proposals.</p> <p>In this type of model, a bonus is granted to the original bidder, which may be either the attribution of a certain number of points relevant to add final value to the proposal or the attribution of a percentage within which the original proposal shall be preferred over the others.</p>
PPP Contract Management	Score: 60
Has the procuring or contract management authority established a system to manage the implementation of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any)	<p>According to Article 5(3) of the PPP Law, the procuring authority (for the sector at stake) is the entity entrusted with the sectoral control of the contract and is responsible for the monitoring of the contract throughout its life cycle. Furthermore, Article 27 of the PPP Regulations provides that monitoring and evaluation of the project including process of verification , control and performance measurement must be done according to the clauses and relevant indicators provided for in the contract and must be compliant with Articles 33 and 34 of Law No. 15/2011 of 10 August. 2. The Regulatory Authority must ensure compliance with the provisions of the preceding paragraph, issue reports on the performance of enterprises semiannually and submit such reports to the authorities responsible for guardianships of the relevant sector.</p> <p>Additionally, Article 7 of the PPP Regulations provides that the regulatory authority performs: a)</p>

	<p>The supervision, monitoring and control to ensure fulfillment of contractual obligations as well as legal compliance, contractual and technical implementation of operations, management, exploration, production, maintenance and return of each project in an area under its jurisdiction; b) The monitoring of the pursuit and achievement of objectives, results, indicators and performance levels and standards and specifications contractually agreed upon, along with compliance with the law.</p> <p>Finally, Article 9(1)(m) of the PPP Regulations establishes the phases of a PPP project and states that one of the phases of the project is the monitoring and assessment phase, and Article 27, titled "monitoring and assessment", establishes the guidelines to be considered.</p>
If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Participation of the members of the PPP contract management team in the PPP procurement process.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Possibility to consult with PPP procurement experts when managing the PPP contract.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Practice
Elaboration of a PPP implementation manual or an equivalent document.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Other	No

please specify:	n/a
If there is a contract management team, in how many of the PPP projects procured within the last two (2) years did the management system and tools fully inform the contact management team? Please elaborate:	All of the projects
Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 27(2) of the PPP Regulations provides: It is in particular the responsibility of the Regulatory Authority to ensure compliance with the provisions of the preceding paragraph, issue reports performance of enterprises in a semiannual fashion, and submit such reports to the authorities responsible for guardianships. Furthermore, Article 5(3) provides that: The entity responsible for sectoral protection, based on information collected from the PPP projects, PGD and EC, via the Regulatory Authority must also ensure: a) The analysis and monitoring during the life of the project, sharing of benefits and risk-taking, and the prevention of risks particularly for the national economy of the State, and to Mozambican society; b) Monitoring and timely evaluation of the results expected of each project; c) The enjoyment of guarantees or incentives under which they have been granted in the light of Law no. 15/2011 of 10 August, and other applicable laws; d) Facilitating the collection and regular analysis of economic and financial information for each project; e) The periodic preparation of aggregate reports about the performance of projects in the areas under his tutelage.
If yes, which of the following tools does it include (check all that apply)? PPPCo must provide the procuring or contract management authority with periodic operational and financial data.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The procuring or contract	Yes

management authority must periodically gather information on the performance of the PPP contract.	
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 27 (2) of the PPP Regulations (Decree No. 16/2012) provides that it is in particular the responsibility of the Regulatory Authority to ensure compliance with the provisions of the preceding paragraph , issue reports performance of enterprises in a semiannual fashion, and submit such reports to the authorities responsible for guardianships. Therefore, we conclude that in Mozambique, the procuring authority is required to periodically gather information on the performance of the PPP contract and report to the guardianship authorities
The procuring or contract management authority must establish a risk mitigation mechanism.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 15 of the PPP Law, the prevention and mitigation of risks by the contracting parties constitute their permanent obligation throughout the entire process of the PPP process, through compliance with the following principles: a) the risks inherent in or arising from the professional, technical, technological, commercial or managerial capacity, that can have a negative impact on the accomplishment of the purposes, activities, goals or benefits agreed upon in the contract. It is the responsibility of both parties to prevent, mitigate and assume the consequences, damage and losses which may arise from the occurrence of such risks; b) the political and legislative risks; conflicts of interest of institutional nature as well as land concession and public planning which can entail effective damages or losses for the project (those risks are the responsibility of the State, which is responsible for their prevention and mitigation and for the assumption of the consequences, damage and losses that may arise from the occurrence of such risks). 2. In any of the process phases of approval, implementation and management of the PPP undertaking and the respective contract, the occurrence of any type of risks referred to in articles 16 and 17 below shall be prohibited and the contracting parties, the Government and further responsible entities, in their respective areas of operation and responsibility, shall avoid and prohibit their occurrence.</p> <p>Furthermore, Article 50 of PPP Regulations provides that in order to prevent or mitigate the effects of unilateral outlet measures or practice acts with negative effects and challenge the smooth implementation, operation and project management PPP or its competitiveness and the financial and economic feasibility, the government (or other responsible public institution) must:</p> <ul style="list-style-type: none"> a) Submit the proposal of measures to the jury, the Commission and the Regulatory Authority for analysis, appreciation and evaluation, and to get their points of view regarding the viability and feasibility of the PPP project, the impact and implications (technical, economic, financial and social impacts, as well as any forms of compensation to the contractor where applicable; b) Give priority to consultation and negotiation with the contracting entity, and 2. Mitigation of the effects of unilateral measures taken or the practice of acts accomplished by the Government (They must observe the principles set out in paragraph 1 of article 15 of Law no. 15/2011, of 10 August, and on the basis of respect for fairness and economic justice)
The PPP contract performance	No

information must be available to the public.	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Other	No
please specify:	n/a
Is PPP contract performance information publicly available online?	No
If yes, please specify the website:	n/a
Does the regulatory framework expressly regulate a change in the structure (i.e. stakeholder composition) of PPPCo?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Article 21(6) of the PPP Law provides that any transfer of the contractual and statutory position of the private partner to a third party requires express consent, under the terms provided in the respective contract. Furthermore, Article 42 of the PPP Regulations provides for the rules applicable in case of transfer of contractual position; it specifically states that, subject to the limitations provided by law, PPPCo. can transmit to others its contract, partially or totally, provided that the procuring authority expressly agrees on the transmission and the terms. Consent on the transmission requires submission of documents proving that the transferee will comply with all the contractual terms of the concession in force. Finally, the assumption and fulfillment of the terms of the contract cannot occur under less favorable to the State, to the national economy and the Mozambican society, than those which applied at the time the initial contract was transferred, which should be adequately covered by financial guarantee given by the transferee. (As a final note, the transmission of contract should remain extraordinary and prove to be beneficial).</p>
If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in PPPCo during an initial period (e.g. construction and first five years of operation).	No
If yes, please provide the relevant	n/a

legal/regulatory provisions:	
In case of a change affecting the controlling interest, the replacing entity must meet the same technical qualifications as the original operator.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 21(6) of PPP Law and Article 42 of PPP Regulations determine that the assignee must guarantee to fully comply with the terms of the procurement contract already in place, therefore implicitly meeting the same minimum qualifications as the original operator.
Flexibility to substitute non-controlling interest after the initial period.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Does the regulatory framework expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	Yes
If yes, please provide the relevant legal/ regulatory provisions:	<p>Article 21 (4) of the PPP Law provides that the amendment or revision of the main contract follows the process observed for the approval and conclusion of the initial contract. Additionally, Article 39 of the PPP Regulations provides that the parties of the PPP contract may review it, either to amend it or to correct inefficiencies. Furthermore, changes of the terms of the contract should be made through an Addendum. Article 39 specifically states that the revision or modification of the contract only takes place through addenda and by mutual agreement between the contracting parties or for correction or adjustment purposes in situations arising from events or factors beyond the control or management capacity of any Contracting Party, and for the purpose of mitigating the effects of force majeure events or for contracted conditions such as: a) agreed deadlines for implementation; b) Levels and types of investments agreed upon; c) Levels of production and meeting the needs; d) benefit levels expected (financial and socio-economic); e) Certain indicators or ratios contractually agreed upon; f) Other aspects considered relevant for this purpose by the parties. Finally, the contracting parties must comply with the same procedure observed for the approval and conclusion of the original contract referred to in the addendum, namely: a) analysis and evaluation of the need for foundation revision or change in view; b) analyzing, evaluating and negotiating the terms of the addendum; c) an indication of the forms of mitigation and compensation in the event of unforeseen circumstances; d) sharing of benefits and the assumption and risk prevention, in light of the initial contract and accordance with Articles 15 to</p>

	18 of Law no. 15/2011 of 10 of August; e) Approval of the addendum of the contract amendment...
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.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
A change in the risk allocation of the contract.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
A change in the investment plan or duration of the contract.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 39 (1) (a) of the PPP Regulations provides that the revision or modification of the contract only takes place through addenda and by mutual agreement between the contracting parties or for correction or adjustment purposes in situations arising from events or factors beyond the control or management capacity of any Contracting Party, and for the purpose of mitigating the effects of force majeure events or for contracted conditions such as: a) agreed deadlines for implementation
Does the regulatory framework 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 provisions:	<p>Article 18 of PPP Law establishes that risks arising from force majeure must be assessed in a way which is fair to all parties involved, taking into account each party's responsibilities and obligations.</p> <p>Additionally, Article 63 of PPP Regulations expressly regulates the Force Majeure circumstance that might occur during the life of the PPP contract. In fact, Article 63 titled Mitigating the effects of force majeure provides that:</p> <ol style="list-style-type: none"> 1. The Parties undertake to report any occurrence defined as force majeure event whose effect is extended or is expected to last for more than fifteen consecutive days. The parties must also indicate the performance of which obligations would be compromised by the occurrence of such

	an event and indicate the measures that need to be taken to mitigate their impact. The occurrence of force majeure event exonerates the parties of responsibility for compliance with the obligations under contract, and the deadline for delivery of the contract can be extended if it was affected by the occurrence of this event.
Material Adverse government action.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 15 of PPP Law provides for the mitigation of the risks that should be borne by the Public entity, including any political and legislative risks that have a negative impact on the venture. Furthermore, Article 16 provides that the Government and the contracting party shall ensure the prevention and the mitigation of occurrence of the following risks: a) political and legislative risks, arising from the unilateral adoption, by the Government or public institutions, of measures or the practice of acts with negative and adverse effects on the normal implementation, operation and management of the PPP undertaking or its competitiveness and economic and financial feasibility; b) conflict of interests of an institutional nature arising from the full or partial concentration or accumulation, in the same public entity, of the functions of regulatory authority and granting authority, as well as of quota holder or shareholder of the contracted party; c) related to the granting of land and public planning. 2. The Government shall further assume, as applicable, the implications arising from the granting or facilitation of access by the PPP undertakings to financial guarantees or facilities allowed under the terms of articles 10, 11 and 20 of this Law. Additionally, Article 60 of the PPP Regulations regulates material adverse government action that may occur during the life of the PPP contract. In fact, Article 60 provides that the Contracting Authority, the Regulatory Authority and the entities responsible for sectoral guardianships should prevent the possibility of any other type of risk not expressly dealt with in this Regulation, such as the risks arising from: a) non suitable treatment not expressly provided for in the contract, the occurrence of force majeure events and of the mechanisms and forms of mitigating their perverse effects ; b) assignment of undue assumption, by the State or another public entity, of financial burden or economic burden of the enterprise; c) Other events with negative impact attributable to the Contracting Party or the public entity or the State (without corresponding economic consideration).
Change in the Law.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 50 of the PPP Regulations provide that in order to prevent or mitigate the effects of unilateral measures or practice acts with negative adverse effects on the smooth implementation, operation and project management PPP or its competitiveness and economic-feasibility, the government or other public institution responsible for this material effect must: Submit the proposal of measures or the practice of acts in view of the jury, the Commission and the Regulatory Authority for analysis, and evaluation to assess their viability and feasibility, their impact and consequently, order technical, economic, social and any other forms of compensation to the contractor (where necessary); Give priority to consultation and negotiation with the entity contracted, the matters covered by such measures or practice acts. Finally, the mitigation of the effects of unilateral measures taken or the practice of acts accomplished by the Government must observe the principles set out in paragraph 1 of article 15 of Law no. 15/2011, of 10 August, and on the basis of respect for fairness and justice.
Refinancing.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Other.	No

If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
Does the regulatory framework establish a specific dispute resolution mechanism for PPPs?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions	Articles 36 and 39 of the PPP Law (n.º 15/2011), and Article 72 of PPP Regulations, (Decree n.º 16/2012) establish how the parties shall proceed when conflict arises. In fact, the regulatory framework prescribes that a dispute resolution mechanism should be regulated in the contract and that the contract may set preferences for mediation and arbitration.
If yes, which of the following options best describes the dispute resolution mechanism for PPPs? (Please select only one). The regulatory framework details specific resolution mechanisms for disputes arising during the implementation of the PPP.	No
If yes, please specify:	n/a
The regulatory framework prescribes that a dispute resolution mechanism should be regulated in the contract.	Yes
The regulatory framework provide the parties with recourse to arbitration but no other alternative dispute resolution mechanism.	No
Other please specify:	No
Does the regulatory framework allow	No

for the lenders to take control of the PPP project (lender step-in right) if either PPPCo defaults or if the PPP contract is under threat of termination for failure to meet service obligations?	
If yes, please provide the relevant legal/regulatory provisions:	n/a
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:	n/a
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	n/a
The regulatory framework prescribes that a direct agreement should be signed with the lenders.	n/a
Other	n/a
please specify:	n/a
Does the regulatory framework expressly establish the grounds for termination of a PPP contract?	Yes
If yes, please specify:	(1) PPP Law in Mozambique provides that: The contracting parties shall fix, in the contract, the reasons for its withdrawal or termination and the respective mechanisms of its claim, when applicable. Constitutes causes for termination of the contract: (i) serious breach of the contract, which affects the objectives and purposes of the project; (ii) Abandonment of the contract

	<p>execution or implementation of its scope (iii) Transmission of the contractual position to a third party by the contracted party or conclusion and exploration, temporary or permanent, of another business with the same objective of the contract in force, without authorization or written consent by the contractor and the entities responsible for the sectoral and financial custody; (iv) Failure in complying with the payment of the due rates or other counterparts in terms of the contract; (v) default in service provision or public good, in terms contractually agreed.</p> <p>(2) Additionally, PPP Regulations in Mozambique provide that if non-compliance is imputable to the defaulting party, the latter shall be notified in writing, within 120 days, fixed by the contractor party, to comply with its liabilities and repair the damages eventually deriving from non-compliance with the terms of the contract. In the event of default, unless otherwise provided in the contract, or in the applicable sectorial legislation, the other party may immediately terminate the contract, after notifying the defaulting party about its decision to terminate the agreement.</p>
and provide the relevant legal/regulatory provisions:	<p>(1) Article 26 of PPP Law: n.º 15/2011, and (2) Article 44 of PPP Regulations: Decree n.º 16/2012</p>
If yes, does the regulatory framework also establish the consequences for the termination of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Article 44 of the PPP Regulations establishes that if a PPP is terminated, the private party loses any guarantee provided to ensure a sound execution of the contract and may also be obliged to indemnify the public party for damages and losses arising from the termination. In case the termination is due to reasons attributable to the public party, the private party shall be indemnified pursuant to the law, and additionally, the guarantee / guarantees it has provided should be returned.
Are you aware of any reforms (in practice or in laws, regulations, policies, etc.) related to PPPs that: Took place in 2015, are ongoing and/or are planned to be adopted BEFORE June 1, 2016?	No
Please describe:	n/a
Are you aware of any reforms (in practice or in laws, regulations, policies, etc.) related to PPPs	No

that: 50.2. Are ongoing and/or are planned to be adopted AFTER June 1, 2016?	
Please describe:	n/a