

**BENCHMARKING PPP PROCUREMENT 2017 IN ZAMBIA**

<b>Regulatory and Institutional Framework for PPPs</b>	
<b>Does the regulatory framework in your country allow procuring PPPs?</b>	Yes
<b>Yes. If yes, please specify the relevant regulatory framework and the year of adoption:</b>	In 2008, the Zambian government approved a policy framework for the implementation of PPPs covering stakeholder roles, protection of public interest, value for money and service quality. The Public Private partnership Act No. 14 was passed by the parliament on August 26, 2009 (hereinafter the PPP Act). PPP processes for projects in the transport, water and sanitation sectors have been following this framework. We also refer to the Public Procurement Act No.12 of September 23, 2008, amended by the Bill of 2011 (hereinafter the PPA)
<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>	<a href="http://www.zambialii.org/zm/legislation/act/2009/14">The PPP Act: http://www.zambialii.org/zm/legislation/act/2009/14</a> <a href="http://www.zambialii.org/files/zm/legislation/act/2008/12/ppa2008215.pdf">The PPA: http://www.zambialii.org/files/zm/legislation/act/2008/12/ppa2008215.pdf</a>
<b>Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors? Transportation.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Water and irrigation</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Energy generation and distribution</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Telecom</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Health</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Education</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a

<b>Other</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Please identify the PPP procuring authorities in country_name and provide their website(s) (if available):</b>	The PPP procuring authority will vary depending on the nature of the project. Under Section 2 of the PPP Act, a public authority has the power to enter into an agreement for the implementation of an infrastructure project or infrastructure facility or the provision of any social sector services under any law, including any Ministry, Government department, local authority or statutory body. We can add in this context a reference to the Zambia Public Procurement Authority at: <a href="https://www.zppa.org.zm/home">https://www.zppa.org.zm/home</a>
<b>In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?</b>	Yes
<b>If yes, please indicate its name, and its website (if available):</b>	Section 4 of the PPP Act provides for its primary implementing organ: the Public-Private Partnership Unit (the "PPP Unit"), part of the department of finance and under its supervision. Section 5 lists the roles of this Unit, one of its main duties being the responsibility of identifying projects which may be implemented under the auspices of the PPP Act.
<b>If yes, what are the main responsibilities of the PPP Unit (check all that apply). PPP regulation.</b>	No
<b>PPP policy guidance and capacity building for other public authorities.</b>	Yes
<b>PPP promotion among the public and/or private sectors in national and international forums.</b>	Yes
<b>Technical support in implementing PPP projects.</b>	Yes
<b>Gatekeeping (approval of PPP projects).</b>	Yes
<b>Procurement of PPPs.</b>	No
<b>Oversight of PPP implementation.</b>	Yes
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>Preparation of PPPs</b>	Score: 40
<b>Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?</b>	Yes

<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>The PPP Unit (which is a department of the Ministry of Finance pursuant to section 4(2) of the PPP Act), is charged with, inter alia, assessing projects submitted to it by public authorities wishing to enter into a PPP. According to Section 19(1) of the PPP Act, when formulating a proposal for a PPP, the relevant public authority must take into account the advice of the PPP Unit (i.e. Ministry of Finance). However, ultimate approval of a project proposal lies with the Council pursuant to Section 19(2) of the PPP Act, which is not a part of the Ministry of Finance but is comprised of ministers and other persons appointed by the President and chaired by the Minister of Finance.</p>
<p><b>If yes, is a second approval by the Ministry of Finance or Central Budgetary Authority required before signing the PPP contract?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Section 38 (3) of the PPP Act provides that: A contracting authority shall not award any project or sign any agreement unless the— (a) award of the project has been approved by the Unit; and (b) agreement relating to the project has been approved by the Council.</p>
<p><b>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?</b></p>	<p>Yes</p>
<p><b>If yes, please specify the relevant authority</b></p>	<p>The ultimate approval of a project proposal lies with the Council pursuant to Section 19(2) of the PPP Act, which is not a part of the Ministry of Finance but is comprised of ministers and other persons appointed by the President and chaired by the Minister of Finance. Additionally, under Section 7(1)(b) of the PPP Act, the functions of the Council include approval of the projects.</p>
<p><b>and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>(1) Section 19(2) of the PPP Act provides that: (1) Subject to subsection (5), a contracting authority shall, after undertaking a feasibility study and in accordance with the advice of the Unit, submit a project proposal together with the proposed agreement to the Technical Committee for evaluation. (2) The Technical Committee shall consider the project proposal and the proposed agreement submitted under subsection (1) and submit the feasibility study, the project proposal and the proposed agreement to the Council which shall— (a) accept the project proposal and agreement with or without amendments, within the prescribed time; (b) return the project proposal and agreement to the contracting authority for re-consideration and re submission for approval, within the prescribed time; or (c) reject the project proposal and agreement, within the prescribed time. (3) If at any time, after the Council has approved a feasibility study for a project, any assumption in the feasibility study is materially revised, including any assumption concerning affordability, value for money and substantial technical, operational and financial risk transfer, the contracting authority shall immediately (a) provide the Technical Committee with details of the intended revision including a statement regarding the purpose and impact of the intended revision on the affordability, value for money and risk transfer evaluation contained in the feasibility study; and (b) ensure that the Technical Committee is provided with a revised feasibility study for submission to the Council for consideration in accordance with subsection (2). (2) Section 7(1)(b) of the PPP Act provides that: (1) The functions of the Council are to— (b) approve projects for purposes of this Act.</p>

<b>If yes, is a second approval by the same authority required before signing the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 38(3) of the PPP Act provides that: A contracting authority shall not award any project or sign any agreement unless the— (b) agreement relating to the project has been approved by the Council.
<b>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)?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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.</b>	n/a
<b>If yes, please specify:</b>	n/a
<b>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</b>	n/a
<b>The regulatory framework does not include any provisions.</b>	n/a
<b>Other</b>	n/a
<b>please specify:</b>	n/a
<b>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:</b>	None of the projects
<b>Which of the following assessments are conducted</b>	No

<b>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)</b>	
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology?</b>	n/a
<b>If yes, elaborate.</b>	n/a
<b>Affordability assessment, including the identification of the required long term public commitments (explicit and implicit)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Section 5(1)(f) of the PPP Act provides that the functions of the PPP Unit include the responsibility to receive and make an assessment of any proposed project submitted to it and give its recommendations to the contracting authority as to whether the project or facility (i) is affordable to a contracting authority
<b>Is there a specific methodology?</b>	No
<b>If yes, elaborate</b>	n/a
<b>Risk identification, allocation and assessment (risk matrix)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Section 5(1)(f)(iii) of the PPP Act provides that: The functions of the Unit are to receive and make an assessment of any proposed project submitted to it and give its recommendations to the contracting authority as to whether the project or facility: (...) (iii) presents optimum transfer of technical, operational and financial risks to the concessionaire.  Furthermore, Section 18(d) of the PPP Act provides that The Minister may, by statutory instrument, make regulations to provide for— (...) any other matter to ensure that agreements provide value for money and afford the optimum transfer of appropriate technical, operational or financial risk to concessionaires.
<b>Is there a specific methodology?</b>	No
<b>If yes, elaborate</b>	n/a
<b>Financial viability or bankability assessment.</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Practice
<b>Is there a specific methodology?</b>	No
<b>If yes, elaborate</b>	n/a
<b>Comparative assessment to evaluate whether a PPP is the best option when compared to</b>	Yes

<b>other procurement alternatives</b>	
<b>Relevant legal/regulatory provision (if any)</b>	Section 5(1)(f) of the PPP Act provides that: The functions of the Unit are to receive and make an assessment of any proposed project submitted to it and give its recommendations to the contracting authority as to whether the project or facility: (ii) provides value for money; ...
<b>Is there a specific methodology?</b>	No
<b>If yes, elaborate</b>	n/a
<b>Market assessment (showing evidence of enough interest in the market for the project)</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology?</b>	n/a
<b>If yes, elaborate</b>	n/a
<b>Among the PPP projects procured within the last two (2) years, for how many of them were all of the required assessments conducted? Please elaborate:</b>	None of the projects
<b>Does the procuring authority include a draft PPP contract in the request for proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 22(5)(c) of the PPP Act provides that the invitation to submit expressions of interest for participation in pre-selection proceedings shall include, where already known, a summary of the main required terms of the agreement to be entered into. In addition, when requesting technical proposals from pre-selected bidders a procuring authority must include proposed contractual terms, including an indication of which terms are considered to be non-negotiable (section 28(c) of the PPP Act).
<b>If no, please elaborate (provide examples):</b>	n/a
<b>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>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.</b>	No

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Urban and zoning permits.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Other permits.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Does the procuring authority make available to PPPCo the necessary land or right of way to develop the PPP project (if any)? Land</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 46 of the PPP Act provides that: (1) A contracting authority or other public authority, under the terms of any relevant law and an agreement, shall make available to the concessionaire or, as appropriate, shall assist the concessionaire in obtaining such rights related to the project site, including title thereto, as may be necessary for the implementation of the project. (2) Any compulsory acquisition of land that may be required for the implementation of a project shall be carried out in accordance with the Land Acquisition Act.
<b>If no, please elaborate (provide explanation):</b>	n/a
<b>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</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 47 of the PPP Act provides that: A contracting authority or other public authority, under the terms of any law and an agreement, shall make available to the concessionaire or, as appropriate, shall assist the concessionaire to enjoy the right to enter upon, transit through or do work or fix installations upon, property of third parties, as appropriate and required for the implementation of the project.
<b>If no, please elaborate (provide explanation):</b>	n/a
<b>Does the regulatory framework establish any exceptions where the preparation process described above does not apply or allows for a "fast track" procedure?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Section 35(d) of the PPP Act provides that: A contracting authority may negotiate an agreement, subject to the approval of the Unit, without using the procedure set out in this Part in the following cases: ... where there is only one source capable of providing the required service, such as, when the provision of the service requires the use of intellectual property, trade secrets or other exclusive rights owned or possessed by a certain person or persons...

<b>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:</b>	No Data
<b>Obtaining the required approvals from other relevant authorities:</b>	No Data
<b>Preparing the draft PPP contract:</b>	No Data
<b>Obtaining any permits, land and/or right of way that the procuring authority must provide according to the regulatory framework:</b>	No Data
<b>PPP Procurement</b>	Score: 50
<b>Are the bid evaluation committee members required to meet specific qualifications?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b>	<p>Section 10 of the PPP Act provides: There is hereby constituted the Public-Private Partnership Technical Committee, which shall consist of the following part-time members appointed by the Minister:(a) the Secretary to the Treasury, as Chairperson; (b) a representative of the Attorney-General; (c) the Permanent Secretary of the Ministry responsible for works and supply; (d) the Permanent Secretary of the Ministry responsible for industry; (e) the Permanent Secretary of the Ministry responsible for land; (f)the Permanent Secretary of the Ministry responsible for local government; (g) a representative of the Engineering Institution of Zambia; (h) a representative of the National Council for Construction; (i) a representative of the Environmental Council of Zambia; (j) a representative of the Zambia Public Procurement Authority; (k) a representative of the Economic Association of Zambia, nominated by that Association; and (l)two persons appointed by the Minister. (2) The Minister shall appoint the Vice-Chairperson from among the members. (3) Subject to subsection (4), the members of the Technical Committee referred to in paragraphs (g) to (l) of subsection (1) shall hold office for a period of three years from the date of appointment and are eligible for appointment for a further term of three years.(4) The office of a member becomes vacant—(a) if the member is absent, without reasonable excuse, from three consecutive meetings of the Technical Committee of which the member has had notice; (b) upon the member's death; (c) if the member is adjudged bankrupt; (d) if the member ceases to hold the office by virtue of which the member was appointed; (e) if the member becomes mentally or physically incapable of performing the duties of a member; (f) if the member is removed by the Minister; (g) if the member is convicted of an offence involving dishonesty or fraud under this Act or any other law; (h) upon the expiry of one month's notice of the member's intention to resign from office, given by the member to the Minister. (5) A member may resign from office by giving one month's notice in writing to the Minister. (6) Where a vacancy occurs in terms of subsection (4), the Minister shall appoint another person to replace the member who vacates office, but that person shall hold office for the remainder of the outgoing member's term. (7) A</p>

	member of the Technical Committee shall be paid such allowances as the Minister may determine.
<b>If no, please elaborate (provide examples):</b>	n/a
<b>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.</b>	Yes
<b>If yes, please specify:</b>	Section 10 of the PPP Act prescribes which holders of office should be appointed: It provides that the Public-Private Partnership Technical Committee shall consist of the following part-time members appointed by the Minister:(a) the Secretary to the Treasury, as Chairperson; (b) a representative of the Attorney-General; (c) the Permanent Secretary of the Ministry responsible for works and supply; (d) the Permanent Secretary of the Ministry responsible for industry; (e) the Permanent Secretary of the Ministry responsible for land; (f) the Permanent Secretary of the Ministry responsible for local government; (g) a representative of the Engineering Institution of Zambia; (h) a representative of the National Council for Construction; (i) a representative of the Environmental Council of Zambia; (j) a representative of the Zambia Public Procurement Authority; (k) a representative of the Economic Association of Zambia, nominated by that Association; and (l)two persons appointed by the Minister. (2) The Minister shall appoint the Vice-Chairperson from among the members.
<b>The regulatory framework requires generally sufficient qualification without detailing the specific qualifications required to be a member of the bid evaluation committee.</b>	No
<b>The regulatory framework does not include any provisions.</b>	No
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>Does the procuring authority issue a public procurement notice of the PPP?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	Article 26 of the PPA Act provides that: Where a procuring authority uses an open international bidding— (a) a bid notice shall, in addition to the national media, be published in any regional or international media
<b>If yes, is the public procurement notice published online?</b>	No

<b>If yes, please specify the website:</b>	n/a
<b>Does the procuring authority grant the potential bidders a minimum period of time to submit their bids?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 22(5)(d) of the PPP Act provides that: the manner and place for the submission of applications for pre-selection and the deadline for the submission, expressed as a specific date and time, allowing sufficient time for bidders to prepare and submit their expressions of interest
<b>and the time in calendar days :</b>	No minimum period of time legally established.
<b>Do the tender documents detail the stages of the procurement process?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate (provide examples):</b>	There is no explicit requirement under the PPP Act for the PPP Act for tender documents to detail the stages of the procurement process.
<b>Does the procurement process include a pre-qualification stage to select a number of qualified bidders to present the full proposal?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 21 of the PPP Act provides that: A contracting authority may engage in pre selection proceedings with a view to identifying bidders that are suitably proceedings qualified to implement the proposed project. Section 22 regulates the request for expression of interest, and Section 25(2) provides that: All pre-selected bidders shall, after the approval of the Unit, as specified in section twenty-six, be invited by the contracting authority to submit proposals in accordance with this Act
<b>If yes, do the tender documents specify the prequalification criteria in order to make them available to all of the bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 22(6)(a) of the PPP Act provides that the pre-selection bidding documents shall include at least the following information: (a) the pre-selection criteria in accordance with section twenty-three; and Section 23 regulates the preselection criteria: Any person who meets the criteria stated in the pre selection bidding documents shall qualify for the pre selection proceedings which criteria shall include the following: (a) adequate professional and technical qualifications, human resources and equipment and other physical facilities as may be necessary to carry out all the phases of the project; and (b) appropriate managerial and organisational capability, reliability and experience, including previous experience in operating similar infrastructure facilities.
<b>Among the PPP procurement processes conducted within the last two (2) years that had a prequalification stage, how many of them included</b>	None of the projects

<b>prequalification criteria in the tender documents? Please elaborate</b>	
<b>Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Section 27(3)(b) of the PPP Act provides that: the contracting authority may convene meetings and hold discussions with any of the bidders to clarify questions concerning the initial request for technical proposals or the initial technical proposals and accompanying documents submitted by the bidders which shall be recorded in minutes of the meeting or discussion.</p> <p>Furthermore, Section 30(1) provides that: A contracting authority may, whether on its own initiative or as a result of a request for clarification by a bidder, review and, as appropriate, revise any element of the request for technical proposals as set out in section twenty eight.</p>
<b>If yes, does the procuring authority disclose those questions and clarifications to all of the potential bidders?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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:</b>	None of the projects
<b>Besides questions and clarifications, can the procuring authority conduct other types of dialogue with the potential bidders?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If yes, does the procuring authority disclose the content and the results of the dialogue to all of the potential bidders?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Among the PPP procurement processes conducted within</b>	None of the projects

<p><b>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:</b></p>	
<p><b>Does the procuring authority require the bidders to prepare and present a financial model with their proposals ?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Section 31 provides that the criteria for evaluating technical proposals shall include the following: (a) technical soundness; (b) compliance with environmental standards under any law; (c) operational feasibility; (d) quality of services and measures to ensure their continuity; and (e) any other prescribed criteria. (2) The criteria for evaluating financial and commercial proposals shall include, as appropriate: (a) the present value of proposed user levies, unit prices, and other charges over the agreement period; (b) the present value of proposed direct payments by the contracting authority, if any; (c) the costs for design and construction activities, annual operation and maintenance costs, present value of capital costs and operating and maintenance costs; (d) the extent of financial support, if any, expected from a public authority in Zambia; (e) the soundness of the proposed financial arrangements; (f) the extent of acceptance of the negotiable contractual terms proposed by the contracting authority in the request for technical proposals; (g) the social and economic development potential offered by the technical proposals; and (h) any other prescribed criteria.</p>
<p><b>If no, please elaborate (provide examples):</b></p>	<p>n/a</p>
<p><b>Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Section 28 of the PPP Act provides that: To the extent not required by, or under, the Public Procurement Act, 2008, a request for technical proposals shall include the following: (...) (d) criteria for evaluating technical proposals, and the thresholds, if any, set by the contracting authority for identifying non responsive proposals, the relative weight to be accorded to each evaluation criterion and the manner in which the criteria and thresholds are to be applied in the evaluation and rejection of proposals. Section 32 of the PPP Act provides that (1) A contracting authority shall evaluate each technical proposal in accordance with the evaluation criteria, the relative weight accorded to each such criterion and the evaluation process set out in the request for technical proposals.</p> <p>Additionally, Section 32 of the PPP Act provides that: (1) A contracting authority shall evaluate each technical proposal in accordance with the evaluation criteria, the relative weight accorded to each such criterion and the evaluation process set out in the request for technical proposals.</p>
<p><b>Among the PPP procurement processes conducted within the last two (2) years, in how many of them was the</b></p>	<p>None of the projects</p>

evaluation of the bidders conducted in accordance with the criteria stated in the tender documents? Please elaborate:	
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 outlined in the tender documents.	n/a
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:	No data
Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and	According to Section 38 of the PPP Act, the contracting authority shall cause a notice of the contract award to be published in the prescribed manner.

<b>provide the relevant legal/regulatory provisions (if any):</b>	
<b>If yes, is the public procurement award notice published online?</b>	No
<b>If yes, please specify the website:</b>	n/a
<b>Does the procuring authority provide all the bidders with the result of the PPP procurement process?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate (provide examples):</b>	There are no provisions in the legal/regulatory framework in Zambia requiring the procuring authority to provide all the bidders with the result of the procurement process.
<b>If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Section 34 of the PPP Act provides that a contracting authority shall rank all responsive technical proposals on the basis of the evaluation criteria and invite, for final negotiation of the agreement, the bidder that has attained the best rating, except that the final negotiations shall not include those contractual terms, if any, that were stated as non-negotiable in the final request for technical proposals. (2) A contracting authority shall, where it becomes apparent to the contracting authority that the negotiations with the bidder invited will not result in an agreement, inform the bidder of its intention to terminate the negotiations and give the bidder reasonable time to formulate its best and final offer. (3) Where a bidder puts forward its best and final offer and the contracting authority does not find that offer acceptable, it shall terminate the negotiations with the bidder concerned. (4) Where a contracting authority terminates negotiations under subsection (3), the contracting authority shall invite the other bidders for negotiations, in the order of their ranking, until the parties conclude an agreement or the contracting party rejects all the remaining proposals. (5) A contracting authority shall not resume negotiations with a bidder with whom negotiations have been terminated in accordance with this section.
<b>Among the PPP procurement processes conducted within the last two (2) years, in how</b>	None of the projects

<p>many of them were the terms and conditions changed between the award and the signature of the PPP contract? Please elaborate:</p>	
<p>Does the procuring authority publish the PPP contract?</p>	Yes
<p>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</p>	According to Section 38(2) of the PPP Act, a summary of the essential terms of the contract is published
<p>If yes, is it published online?</p>	n/a
<p>If yes, please specify the website:</p>	n/a
<p>Does the regulatory framework establish any exceptions where the procurement process described above does not apply or allows for a “fast track” procedure?</p>	Yes
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	Sections 35 of the PPP Act describes circumstances authorizing the award of a PPP contract without a competitive procedure. Additionally, Section 36 complements the previous section by describing the procedure for the negotiation of such agreements.
<p>Unsolicited proposals</p>	Score: 50
<p>Does the regulatory framework allow for the submission of unsolicited proposals? (if no, skip to section F)</p>	Yes
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	Section 42 of the PPP Act regulates the submission of unsolicited proposals. In fact, Section 42(1) provides that a contracting authority may receive, consider, evaluate and accept an unsolicited proposal for a public private partnership.
<p>If yes, please specify, to the best of your knowledge, the percentage of PPP investments in your country approved as unsolicited proposals during the last five (5) years:</p>	No Data
<p>Does the procuring authority conduct an assessment to evaluate unsolicited proposals?</p>	Yes
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	Section 42 of the PPP Act provides that: (2) A contracting authority shall, within fourteen days after receiving an unsolicited proposal, undertake a preliminary evaluation of the unsolicited proposal to determine if the proposal complies with the requirements of subsection (1). The following subsections provide that if such proposals are not compliant with the requirements, the procuring authority should return it. If it is

	compliant, then the procuring authority continues to evaluate the proposal in accordance with this section.
<b>If yes, does it ensure that the unsolicited proposal is consistent with the existing government priorities?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>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.</b>	n/a
<b>If yes, please specify:</b>	n/a
<b>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</b>	n/a
<b>The regulatory framework does not include any provisions.</b>	n/a
<b>Other</b>	n/a
<b>please specify:</b>	n/a
<b>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:</b>	No Data
<b>Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 42(6) of the PPP Act provides that a contracting authority shall, if an unsolicited proposal complies with subsection (1), advertise the unsolicited proposal for the purpose of receiving competitive proposals for the same project.
<b>Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the</b>	Yes

<b>proponent) to prepare their proposals?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 42(8) of the PPP Act provides that: An advertisement, issued under subsection (6), shall specify a reasonable time period by which competitors shall submit a competing proposal to the contracting authority.
<b>and the time in calendar days:</b>	No minimum period of time legally established.
<b>Does the procuring authority use any of the following mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer.</b>	Yes
<b>Developer's fee (reimbursing the original proponent for the project development cost).</b>	No
<b>Bid bonus.</b>	No
<b>Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).</b>	Yes
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	Section 42(12)(b) of the PPP Act provides: After evaluating an unsolicited proposal and any competing proposals, a contracting authority may — (b) request the originator of the proposal to match any competing proposal or make a best and final offer and if the originator of the proposal does so, the project shall be awarded to the originator of the proposal;
<b>PPP Contract Management</b>	Score: 63
<b>Has the procuring or contract management authority established a system to manage the implementation of the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any)</b>	Section 62 of the PPP Act provides that a contracting authority shall be responsible for ensuring that the agreement is properly implemented, managed, enforced, monitored and reported on by the concessionaire
<b>If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Participation of the members of the PPP contract</b>	No

<b>management team in the PPP procurement process.</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Possibility to consult with PPP procurement experts when managing the PPP contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Elaboration of a PPP implementation manual or an equivalent document.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>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 contract management team? Please elaborate:</b>	None of the projects
<b>Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 62 of the PPP Act provides that a contracting authority shall be responsible for ensuring that the agreement is properly implemented, managed, enforced, monitored and reported on by the concessionaire
<b>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.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring or contract management authority must periodically gather information on the performance of the PPP contract.</b>	No

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring or contract management authority must establish a risk mitigation mechanism.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The PPP contract performance information must be available to the public.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>Is PPP contract performance information publicly available online?</b>	No
<b>If yes, please specify the website:</b>	n/a
<b>Does the regulatory framework expressly regulate a change in the structure (i.e. stakeholder composition) of PPPCo?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Section 51 of the PPP Act provides that: (1) Except as otherwise provided in an agreement, a controlling interest in the concessionaire's company shall not be transferred to third parties without the consent of the appropriate contracting authority. (2) An agreement shall set forth the conditions under which the consent of a contracting authority shall be given.
<b>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).</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>In case of a change affecting the controlling interest, the replacing entity must meet the same technical qualifications as the original operator.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a

<b>Flexibility to substitute non-controlling interest after the initial period.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Does the regulatory framework expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions:</b>	Section 54 of the PPP Act provides that: Without prejudice to section sixty three, an agreement shall set out the extent to which a concessionaire is entitled to a revision of the agreement with a view to providing compensation in the event that the cost of the concessionaire's performance of the agreement has substantially increased or that the value that the concessionaire receives for such performance has substantially diminished, as compared with the costs and the value of performance originally foreseen, as a result of— (a) changes in economic or financial conditions; or (b) changes in legislation or regulations not specifically applicable to the project or the services it provides: Provided that the economic, financial, legislative or regulatory changes— (i) occur after the conclusion of the agreement; (ii) are beyond the control of the concessionaire; and (iii) are of such a nature that the concessionaire could not reasonably be expected to have taken them into account at the time the agreement was negotiated or have avoided or overcome their consequences. (2) An agreement shall establish procedures for revising the terms of the agreement following the occurrence of any changes.
<b>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>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>A change in the risk allocation of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>A change in the investment plan or duration of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Does the regulatory framework expressly regulate the following circumstances that may occur during the life</b>	Yes

<b>of the PPP contract? (check all that apply): Force Majeure.</b>	
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Article 58. of the PPP Act provides that a contracting authority or the Unit may terminate an agreement (a) in the event that it can no longer be reasonably expected that the concessionaire will be able or willing to perform its obligations, owing to insolvency, material default or otherwise; or (b) for compelling reasons of national or public interest, subject to payment of compensation to the concessionaire as agreed in the agreement. Furthermore, Article 60 provides that either party has the right to terminate an agreement by mutual consent or if the performance of its obligations is rendered impossible by circumstances beyond either party's reasonable control
<b>Material Adverse government action.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Change in the Law.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Section 53 of the PPP Act provides that: An agreement shall set out the extent to which a concessionaire is entitled to compensation in the event that the cost of the concessionaire's performance of the agreement has substantially increased or that the value that the concessionaire receives for such performance has substantially diminished, as compared with the costs and the value of performance originally foreseen, as a result of changes in legislation or regulations specifically applicable to the project or the services it provides. Additionally, Section 54 regulates, among others, the change in the law that may occur during the life of the PPP contract.
<b>Refinancing.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Other.</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions:</b>	n/a
<b>Does the regulatory framework establish a specific dispute resolution mechanism for PPPs?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions</b>	Section 64 of the PPP Act provides: Any disputes between the Unit or a contracting authority and the concessionaire shall be settled through the dispute settlement mechanisms agreed by the parties in the agreement or, failing such agreement, in accordance with the Arbitration Act, 2000
<b>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.</b>	No

<b>If yes, please specify:</b>	n/a
<b>The regulatory framework prescribes that a dispute resolution mechanism should be regulated in the contract.</b>	Yes
<b>The regulatory framework provide the parties with recourse to arbitration but no other alternative dispute resolution mechanism.</b>	No
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>Does the regulatory framework allow 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?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Section 56(1) of the PPP Act provides that: The Unit may agree with any entity extending financing for a project and a concessionaire to provide for the substitution of the concessionaire with another person appointed to perform under the existing agreement, upon a material default by the concessionaire or other event that could otherwise justify the termination of the agreement.
<b>If yes, which of the following options best describes the lender step-in right? (Please select only one). The regulatory framework expressly regulates the lender step-in rights.</b>	Yes
<b>If yes, please specify:</b>	Section 56 of the PPP Act
<b>The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.</b>	No
<b>The regulatory framework prescribes that a direct agreement should be signed with the lenders.</b>	No
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>Does the regulatory framework expressly establish the grounds for termination of a PPP contract?</b>	Yes
<b>If yes, please specify:</b>	Insolvency, national or public interest, material default, financial unbalance, and failure to agree on a revision of the agreement (after the conditions of revision were met)

<b>and provide the relevant legal/regulatory provisions:</b>	<p>Section 58 of the PPP Act provides that: A contracting authority or the Unit may terminate an agreement (a) in the event that it can no longer be reasonably expected that the concessionaire will be able or willing to perform its obligations, owing to insolvency, material default or otherwise; or (b) for compelling reasons of national or public interest, subject to payment of compensation to the concessionaire as agreed in the agreement. Furthermore, Section 59 provides that a concessionaire shall not terminate an agreement except under the following circumstances: (a) in the event of material default by the Unit or a contracting authority or other public authority of its obligations under the agreement; (b) if the conditions for a revision of the agreement are met but the parties have failed to agree on a revision of the agreement; or (c) if the cost of the concessionaire's performance of the agreement has substantially increased or the value that the concessionaire receives for such performance has substantially diminished as a result of acts or omissions of the Unit or a contracting authority or other public authority and the parties have failed to agree on a revision of the agreement.</p>
<b>If yes, does the regulatory framework also establish the consequences for the termination of the PPP contract?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>Section 60 of the PPP Act provides that either party has the right to terminate an agreement by mutual consent or if the performance of its obligations is rendered impossible by circumstances beyond either party's reasonable control. Furthermore, Section 61 provides that an agreement shall stipulate how compensation due to either party shall be calculated in the event of termination of the agreement and shall provide, where appropriate, for compensation for the fair value of works performed under the agreement, costs incurred or losses sustained by either party, including, as appropriate, lost profits.</p>
<b>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?</b>	<p>No</p>
<b>Please describe:</b>	<p>n/a</p>
<b>Are you aware of any reforms (in practice or in laws, regulations, policies, etc.) related to PPPs that: 50.2. Are ongoing and/or are planned to be adopted AFTER June 1, 2016?</b>	<p>No</p>
<b>Please describe:</b>	<p>n/a</p>