

THE PUBLIC-PRIVATE
PARTNERSHIP
LAW REVIEW

FOURTH EDITION

Editors

Bruno Werneck and Mário Saadi

THE LAWREVIEWS

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PREFACE

We are very pleased to present the fourth edition of *The Public-Private Partnership Law Review*. Notwithstanding the number of chapters in various publications in *The Law Reviews* series on topics involving public-private partnerships (PPPs) and private finance initiatives (in areas such as projects and construction, real estate, mergers, transfers of concessionaires' corporate control, special purpose vehicles and government procurement), we identified the need for a deeper understanding of the specific issues related to this topic in different countries.

In 2014, Brazil marked the 10th year of the publication of its first Public-Private Partnership Law (Federal Law No. 11,079/2004). Our experience with this law is still developing, especially in comparison with other countries where discussions on PPP models and the need to attract private investment in large projects dates from the 1980s and 1990s.

This is the case for countries such as the United Kingdom and the United States. PPPs have been used in the United States across a wide range of sectors in various forms for more than 30 years. From 1986 to 2012, approximately 700 PPP projects reached financial closure. The UK is widely known as one of the pioneers of the PPP model; Margaret Thatcher's governments in the 1980s embarked on an extensive privatisation programme of publicly owned utilities, including telecoms, gas, electricity, water and waste, airports, and railways. The Private Finance Initiative was launched in the United Kingdom in 1992, aiming to boost design-build-finance-operate projects.

In certain developing countries, PPP laws are more recent than the Brazilian PPP law. Argentina was the first country in Latin America to enact a PPP Law (Decree No. 1,299/2000, ratified by Law No. 25,414/2000). The Argentinian PPP Law was designed to promote private investment in public infrastructure projects that could not be afforded exclusively by the state, especially in the areas of health, education, justice, transportation, construction of airport facilities, highways and investments in local security. In Mozambique, Law No. 15/2011 and Decree No. 16/2012 govern the Public-Private Partnerships Law and other related PPP regulations, which establish procedures for contracting, implementing and monitoring PPP projects. In Paraguay, a regulation establishing the PPP regime has been enacted (Law No. 5,102) to promote public infrastructure and the expansion and improvement of services provided by the state; this law has been in force since late 2013.

In view of the foregoing, we hope a comparative study covering practical aspects and different perspectives regarding PPP issues will become an important tool for the strengthening of this model worldwide. We are certain this study will bring about a better dissemination of best practices implemented by private professionals and government authorities working on PPP projects around the world.

With respect to Brazil, the experience evidenced abroad may lead to the strengthening of this model in our country. In our last preface, we called your attention to one specific

feature of the PPP law in Brazil: state guarantees. This feature permits that the obligation of the public party to pay a concessionaire be guaranteed by, among other mechanisms authorised by law: (1) a pledge of revenues; (2) creation or use of special funds; (3) purchase of a guarantee from insurance companies that are not under public control; (4) guarantees by international organisations or financial institutions not controlled by any government authority; or (5) guarantees by guarantor funds or state-owned companies created especially for that purpose.

The state guarantee pursuant to PPP agreements is an important innovation in administrative agreements in Brazil; it assures payment obligations by the public partner and serves as a guarantee in the event of lawsuits and claims against the government. This tool is one of the main factors distinguishing the legal regimen of PPP agreements from ordinary administrative agreements or concessions – one that is viewed as crucial for the success of PPPs, especially from a private investor's standpoint.

Nevertheless, the difficulty in implementing state guarantees on PPP projects has been one of the main issues in the execution of new PPP projects in the country. This is made worse by the history of government default in administrative contracts.

In other jurisdictions, however, state guarantees are not a rule. Unlike PPP projects in developing countries, government solvency has not historically been a serious consideration in other jurisdictions. That is the case in countries such as Australia, France, Ireland, Japan, the United Kingdom and the United States.

We expect that the consolidation of PPPs and the strengthening of the government in Brazil may lead to a similar model, enabling private investments in areas where the country lacks the most.

Brazil must adopt cutting-edge models for awarding PPP agreements. The winner is usually chosen based solely on the price criterion (offering of lower prices or highest offers), which sometimes leads to projects lacking advanced or tailor-made solutions. Despite the legal provisions on the role of technical evaluation of offers, they are becoming less relevant. However, some ongoing discussions regarding amendments to the Brazilian procurement legislation and new criteria, which are based on the international experience, could (fortunately) be approved.

In last year's edition, we highlighted some discussions regarding the amendment to the Federal Procurement Law (Federal Law No. 8,666/1993), which is expected to expedite public procurement in Brazil. One of the main innovations proposed in this debate is the competitive dialogue, a type of bid in which the authority engages with bidders to discuss and develop one or more solutions for the tendered project. After the conclusion of the dialogue phase, the authority will establish a term for the submission of bids.

The competitive dialogue is a reality in many jurisdictions (e.g., Australia, Belgium, China, France, Ireland, Japan and the United Kingdom). In Japan, for example, some projects are procured through the competitive dialogue process. This process may be adopted if a relevant authority is unable to prepare a proper service requirement, in which case it proposes a dialogue with multiple bidders simultaneously to learn more about the specific service it seeks to implement. As another example, in France a dialogue will be conducted with each bidder to define solutions on the basis of the functional programme. At the end of the dialogue period, the procuring authority will invite the candidates to submit a tender based on the considered solutions. After analysis of the tenders, a partnership contract will be awarded to the bidder with the best price in accordance with the criteria established in the

contract notice or in the tender procedure. We hope the importance of this tool is recognised in Brazil and reflected in our legislation.

In this edition, we wish to call your attention to the creation of the Investment Partnerships Program, as established in Federal Law No. 13,334/2016. The Investment Partnerships Program is a legal plan regarding infrastructure development in the country, providing conditions for the attraction of investments in infrastructure projects and creating environments for greater integration between public and private sectors. According to information recently released by the federal government, PPI figures are impressive, particularly concerning the total value of projects that have been concluded: 142 billion reais. The expectation is that investments of this size will bring more employment and income in the coming years, ensuring the continuation of Brazil's development.¹

In the fourth edition of this book, our contributors were drawn from the most renowned firms working in the PPP field in their jurisdictions. We would like to thank all of them for their support in producing *The Public-Private Partnership Law Review*, and in helping with the collective construction of a broad study on the main aspects of PPP projects.

We strongly believe that PPPs are an important tool for generating investments (and development) in infrastructure projects and creating efficiency not only in infrastructure, but also in the provision of public services, such as education and health, as well as public lighting services and prisons. PPPs are also an important means of combating corruption, which is common in the old and inefficient model of direct state procurement of projects.

We hope you enjoy this fourth edition of *The Public-Private Partnership Law Review* and we sincerely hope that this book will consolidate a comprehensive international guide to the anatomy of PPPs.

We also look forward to hearing your thoughts on this edition, and particularly your comments and suggestions for improving future editions of this work.

Bruno Werneck and Mário Saadi

Mattos Filho, Veiga Filho, Marrey Jr e Quiroga Advogados

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1 Information available online: <http://www.avancarparcerias.gov.br/-lquote;avancar-parcerias-rsquo;-concrete-results-and-retake-of-economic-growth-?PortalMessage=Status+Alterado>.

LEBANON

*Hadi Melki*¹

I OVERVIEW

Lebanon suffered from war between 1975 and 1990. Its major infrastructure was destroyed or seriously affected, and public services were interrupted. Seventeen years after the end of the war, Lebanon has not yet completely reinstated infrastructure and public services that existed before 1975, nor has it developed the existing infrastructure and public services to cater for the growing population and economy. Basic utilities such as power, water and sewage are not being provided on a national level or on a sustainable basis. Social infrastructure and services such as public hospitals, schools and housing are either poorly provided or not provided at all. Land public transport is not organised and rail transport services do not exist. Because of the limited government resources to fund the required infrastructure and public services, public-private partnerships (PPPs) constitute an important means of funding the development of the required infrastructure and public services. The absence of a holistic approach from the government towards PPP has not prevented certain ministries and other government agencies from resorting to PPP in their respective sectors. The Ministry of Telecommunications procured the implementation of the mobile telecommunications networks and provision of mobile services (currently owned by the government) through build–operate–transfer (BOT) contracts with private investors. The Ministry of Interior and Municipalities (MOIM) awarded to private investors vehicles inspection stations and services on a BOT basis. The procurement and implementation of isolated PPP projects is not generally prevented by the absence of a programme approach or a PPP legislative and institutional framework. But positioning a country as a PPP jurisdiction and reaping the benefits of PPP on a national level and across sectors and industries would require a clear political commitment to PPP, as well as a legislative and institutional framework providing political and regulatory visibility and certainty to investors and lenders. We have noticed lately an increase of interest from the government in PPP and we set out below details of such initiatives. PPP could be used in Lebanon in the following sectors: power (independent power producers, waste-to-energy, wind farms), water, transport (rail, toll roads) and social infrastructure (hospitals, schools, housing).

II THE YEAR IN REVIEW

Following almost a decade of debates and discussions at the Council of Ministers (CoM) and parliament commissions, draft PPP Law No. 42 of 14/9/2017 was finally issued and

¹ Hadi Melki is a partner at EKP in association with HFW.

published in the Official Gazette on 14/9/2017 (the PPP Law). The authority of the Higher Council for Privatisation, which was initially tasked with privatisation projects, has been expanded to include PPP, and its name was accordingly modified to the Higher Council for Privatisation and Partnerships (HCPP). The HCPP has become the PPP unit of Lebanon. Lebanon has adopted a legislative and institutional framework governing PPP projects, which is a major step towards introducing PPP into a country's legal regime. Several PPP initiatives have been identified, such as a waste-to-energy (WTE) project, 180MW photovoltaic solar farms and procurement of liquefied natural gas import terminals on a PPP basis.

III GENERAL FRAMEWORK

i Types of public-private partnership

As previously indicated, PPP was not regulated and institutionalised in Lebanon prior to the issuance of the PPP Law. The foregoing did not prevent certain PPP projects from being implemented by some ministries or other government agencies. The main PPP projects include the roll out of the first mobile telecommunications network procured by the MOT in 1994 and awarded to LibanCell and FTML on a BOT basis. The MOT received back the network infrastructure in 2004 and procured their management to Alfa and MTC. Another notable example is the mandatory vehicles inspection stations and services project procured by the MOIM in 2002 on a BOT basis. The private investor designed, financed, built, operated and handed over to the MOIM, at the term of the nine-year contract, four vehicles inspection stations. Because of the delay in procuring the expansion of further vehicles inspection stations, a management contract was entered into with the private investor in 2013 in relation to the four existing stations until a new tender for the expansion of the existing station is launched. Such tender was actually launched in 2016 but has been stayed as a result of challenges filed by participants. The Shura Council (administrative court) is due to issue its final decision in this regard. To date, the BOT model was the main model used by ministries and other procuring entities. With the issuance of the PPP Law and the development of infrastructure requiring operations and management (e.g., mobile telecommunications network and vehicles inspection stations), further models are expected to be used. As previously indicated, several initiatives are being considered by several ministries and government agencies, and we expect further PPP opportunities to arise in 2018.

ii The authorities

The HCPP plays a pivotal role in the inception, procurement and implementation of PPP projects. The HCPP is chaired by the president of the CoM and comprises the competent minister (depending on the project being procured), the Minister of Justice, the Minister of Finance, the Minister of Economy and Trade and the Minister of Labour. The HCPP has a secretary general who heads its Secretariat General (SG) and handles the daily business of the HCPP.

PPP projects are proposed by the chairman of the HCPP or by any competent minister. Municipal projects are proposed by the chairman of the municipal council. A preliminary study is required to be submitted to the HCPP. It will be considered by the SG, which will prepare a report concerning the feasibility of the proposed project and submit it along with its recommendation to the HCPP. The HCPP will then decide whether to proceed with the proposed project or not. If the HCPP decides to proceed with the proposed project, it will form a committee (the PPP Committee) chaired by the Secretary General and comprised

of representatives of the competent minister, the Ministry of Finance, the chairman of the relevant regulatory authority and the chairman of the municipal council for municipal projects. The PPP Committee will be assisted by a work team including consultants appointed thereby, a representative of the public entity who will benefit from the project, experts from ministries and regulatory authorities and a representative of the SG whose role is to coordinate the efforts of the work team. The PPP Committee, assisted by the work team, will prepare a complete study of the project covering technical, economic, legal and financial aspects, including the project award criteria and the level of interest of potential investors and lenders and will prepare a report and raise it along with its recommendation to the HCPP. Once the HCPP approves to proceed with the procurement of the project, it will transfer it to the CoM for its approval. Following the approval of the CoM, the PPP Committee launches the procurement process for the award of the project.

It is to be noted that according to the PPP law, any ministry or other public entity or municipality may engage in PPP projects. As previously indicated, PPP projects may be proposed either by the chairman of the HCPP or by the competent minister, that is, the minister overseeing the public entity intending to engage in PPP projects.

iii General requirements for PPP contracts

Any project of public interest initiated by the government, public entities or other government bodies (with the exception of municipalities, which have the option of whether or not to subject such projects to the PPP Law) in which the private sector contributes through financing and management and at least one of the following activities – design, building, development, refurbishment, equipment, maintenance and operations – is subject to the PPP Law, including telecommunications, power and civil aviation projects.

The PPP Law provides that the PPP contract should address the following matters:

- a* the rights and obligations of the parties;
- b* the basis for the financing of the project;
- c* the term of the PPP contract, provided that it does not exceed 35 years from the signature date of the PPP contract;
- d* the revenue that the project company will generate from the public entity or that the public entity will generate from the project company, depending on the nature of the project, in consideration of the project company carrying out the required activities pursuant to the PPP contract and the terms of payment;
- e* fees or taxes relating to the PPP project that the government or municipal council allows the project company to collect in the name and on behalf of the concerned public entity;
- f* the key performance indicators applicable to the project;
- g* reports relating to the implementation of the project that the project company has to prepare and raise to the public entity and the HCPP;
- h* the risk allocation between the public entity and the project company and the measures to be adopted for the mitigation of such risks;
- i* the limitations applicable to the modification of the initial terms of the contract;
- j* the guarantees, undertakings and representations that may be granted by the project company, the private investor or the public entity for the implementation of the project;

- k* the assets and property owned by the public entity put at the disposal of the project company throughout the term of the project for the fulfilment of its obligations, as well as the rights and obligations of the project company in relation to such assets and property;
- l* the transfer of the project to the public entity upon expiry of its term;
- m* project and services continuity upon expiry or termination of the PPP contract or upon breach by the project company of its contractual obligations thereunder;
- n* remedies and penalties applicable to contractual parties in case of breach of their contractual obligations and detailed procedures for the implementation of such penalties; and
- o* dispute resolution procedures including mediation, and national and international arbitration.

Although the PPP Law does not specifically require the HCPP to conduct a value-for-money exercise prior to approving the procurement of a project on a PPP basis, the PPP Law requires the PPP Committee to carry out a complete study of the project covering technical, economic, legal and financial aspects, including the project award criteria and the level of interest of potential investors and lenders and to raise recommendations in this respect to the HCPP, which transfers the file to the CoM for the final approval on the procurement of the project on a PPP basis. The PPP Law provides that implementation decrees may be issued by the CoM following the proposition of the president of the CoM. Such decrees were not issued yet and further requirements may be set out in such instruments if and when issued by the CoM.

As previously indicated, the study of the PPP project covering technical, economic, legal and financial aspects should be approved by the HCPP and the CoM for the project to be procured by the PPP Committee in accordance with the procedure set out in the PPP Law.

IV BIDDING AND AWARD PROCEDURE

i Expressions of interest

Once the approval of the CoM is granted for the procurement of the project on a PPP basis, based on the studies conducted by the SG and the PPP Committee and approved by the HCPP and the CoM, the PPP Committee starts the procurement process. The process starts with the advertisement of a public invitation for interested parties, including the prequalification criteria, which should be set out in accordance with the nature and scale of the project. The invitation should be published in local and international newspapers, specialised publications and the website of the HCPP one month prior to the deadline for the submission of expressions of interest. The PPP Committee examines the prequalification requests, with the assistance of the working team, assesses such requests based on the published prequalification criteria and raises a report to the HCPP, including a recommendation of prequalified and non-prequalified participants for the issuance of the final decision. Once the HCPP takes a decision in relation to the prequalified and non-prequalified participants, the result of the prequalification process is announced, provided that at least three participants are prequalified; otherwise, the process should be repeated.

ii Requests for proposals and unsolicited proposals

The PPP Law is silent with regard to unsolicited proposals.

Once the prequalification phase is completed, the PPP Committee, with the assistance of the working team, will prepare the request for proposals (RFP), which should include the following:

- a* the PPP project's evaluation criteria, which should be objective, measurable, subject to evidence or testing, and set out in accordance with the scale and nature of the project; and
- b* instructions to bidders, as well as all financial, technical and administrative components of the project, enquiry and objection procedures, and procedures to make determinations in relation to objections.

iii Evaluation and grant

The PPP Committee will share the draft PPP contract with the prequalified bidders and conduct, with the assistance of the working team, consultations with the prequalified bidders and lenders in an objective and transparent manner in order to reach a comprehensive understanding of the technical and financial requirements of the project. The PPP Committee will amend, if necessary, the draft RFP in accordance with the result of such consultations. The PPP Committee will then raise the final draft of the RFP to the HCPP for approval. Once such draft is approved, the chairman of the HCPP will raise it to the CoM for final approval thereon. The draft RFP for municipal projects is raised by the chairman of the HCPP to the chairman of the municipal council following the HCPP's approval thereon. Once the RFP is approved in accordance with the foregoing process, the PPP Committee notifies it to all prequalified participants, who are then required to submit their technical and financial proposals to the PPP Committee in accordance with the instructions set out in the RFP. In the event that fewer than three proposals are submitted, the project should be retendered. If only two proposals are submitted in response to the retendering procedure, then the procurement process may be resumed, subject to the approval of the HCPP. The PPP Committee will open the technical proposals in the presence of the participants to assess their compliance with the requirements of the RFP. The PPP Committee may address enquiries to the participants or request that they provide missing requirements and confirm certain undertakings within time frames it may determine in this respect. Technical proposals that are not compliant with the RFP requirements should be rejected and the related financial proposals should be returned to the rejected participant without opening them. The rejected participants will be notified of the decision and the causes thereof. The PPP Committee will assess, with the assistance of the working team, the remaining technical proposals in accordance with the project evaluation criteria set out in the RFP, and the PPP Committee will determine the technical proposals that have been found to be compliant with the evaluation criteria. In the event that at least two technical proposals have not been found compliant, the project should be retendered for the sake of securing competition in bidding. The PPP Committee will then open the financial proposals submitted by the participants whose technical proposals have been accepted in the presence of such participants and raise to the HCPP a report classifying the proposals in light of the technical and financial evaluation. The PPP Committee will also raise with this report its recommendation as to the best offer based on the project evaluation criteria set out in the RFP. The PPP Committee may, by delegation from the HCPP, conduct negotiations with the participant who has submitted the best proposal, in order to enhance its proposal from a technical perspective. The project will be awarded to the participant who has submitted the

best proposal based on the evaluation of the PPP Committee in accordance with the project evaluation criteria set out in the RFP with the approval of the HCPP. The PPP Committee will announce the result of the procurement process and notify the unsuccessful participants of the causes of the rejection of their proposals.

V THE CONTRACT

i Payment

The PPP Law provides for the possibility of payment from the public entity to the project company or from the latter to the former. No further details are set out in the said law. It is to be noted that the PPP Law provides that implementing decrees may be issued by the CoM and such decrees may provide further details and requirements in relation to the payment mechanism (e.g., payment frequency, levels, key performance indicators). Until then, the foregoing aspects may be freely agreed between the parties to the PPP contract by virtue of the general principle of freedom of contract under Lebanese law. The suspension of payment in the event of the interruption or non-availability of the services required to be provided pursuant to the PPP contract may be freely agreed between the parties.

ii State guarantees

The PPP Law is silent with regard to state guarantees that may be provided for PPP projects. It only stipulates that the PPP contract should include provisions relating to security granted, *inter alia*, by the public entity. The constitution provides that any government undertakings resulting in financial obligations on the government require the passage of a law. State guarantees may be granted in favour of the project company or its sponsors, provided it is allowed by virtue of a law. Such law would typically provide the terms and conditions of the guarantee on a case-by-case basis, depending on the particulars of each project.

iii Distribution of risk

The PPP Law is pretty much silent with regard to risk allocation in PPP projects. It only stipulates that risk allocation should be agreed between the parties by virtue of the PPP contract. Subject to any requirements relating to risk allocation that may be issued by virtue of CoM implementation decrees, risks are expected to be identified as part of the study to be conducted by the SG and the PPP Committee and allocated to the parties by virtue of the PPP contract. Because of the absence of a Lebanese PPP model *per se*, there is no clear or standardised position on risk allocation. The uncertainty is expected to be resolved as PPP projects increase in number.

iv Adjustment and revision

The PPP Law is silent with regard to mechanisms of adjustment and revision of contract terms, including changes to the levels of payment, in PPP projects. Subject to any requirements relating to the foregoing mechanisms that may be issued with CoM implementation decrees, such mechanisms are expected to be freely agreed upon by virtue of the PPP contract. The PPP Law stipulates that the PPP contract should address, *inter alia*, the limitations applicable to the modification of the initial terms of the contract.

v Ownership of underlying assets

The PPP Law provides that the public entity that enters into a contract with the project company may put at the disposal of the latter, and throughout the duration of the project, land owned by the state for the purpose of the project. It further provides that the PPP contract should include the assets and property put by the public entity at the disposal of the project company and the rights and obligations of the latter in relation to such assets and property. The PPP Law is silent as to the possibility of security laid upon assets and property owned by the state and put at the disposal of the project company. But the general legal framework prohibits laying security over state-owned assets and property. The sponsors should seek alternative security for the bankability of the PPP project, such as pledge of the project company's shares, assignment of the project's proceeds or assignment of insurance proceeds.

vi Early termination

The PPP Law is pretty much silent with regard to early termination of the PPP contract and procedures applicable in the occurrence of events of defaults. It only stipulates that the PPP contract should address project and service continuity in case of early termination or breach by the project company of its contractual obligations. Based on the foregoing and based on the general principle of freedom of contract under Lebanese law, we may conclude that the public entity and the project company may agree and enter into direct agreements with lenders to grant them step-in rights in order to carry on with the project in the event of a project company event of default. This interpretation is confirmed by provisions in the PPP Law providing that the PPP contract should, *inter alia*, address project and services continuity upon termination of the PPP contract or breach by the project company of its contractual obligations thereunder.

VI FINANCE

Although the banking sector is one of the key sectors driving the Lebanese economy, project finance is not yet well developed in Lebanon. One of the main reasons could be the interesting yield generated by Lebanese sovereign bonds in which banks have largely been invested, thus the historical lack of appetite for long-term project financing. Lebanese banks have expressed their willingness to play an active role in developing PPP projects in Lebanon and engaging in long-term project finance. These actions should be encouraged and closely observed.

VII RECENT DECISIONS

The PPP Law is silent on the subject of dispute resolution relating to the procurement and implementation of PPP projects. To date, disputes relating to public procurement are governed by the general legal framework applicable to public procurement. The Shura Council (administrative court) is the competent court to examine and settle disputes relating to public procurement in general and procurement of PPP projects. The most recent cases are the challenges filed by bidders submitting for the management of the existing vehicles inspection stations and the expansion thereof, which was being procured by the Tenders Department (and not the HCPP). The challenges resulted in a decision to stay the procurement process,

and a case was submitted for the cancellation of the tender for violations of the law and certain terms of the RFP. The case is ongoing and we are awaiting the issuance of the final court decision.

VIII OUTLOOK

Turning PPP into an enabler for the development of a country's economy requires more than passing a law. Practice plays a key role in attracting investors and lenders and positioning a jurisdiction on the regional or global PPP map. Education in this respect is key and should be spread across all PPP stakeholders in order to raise awareness about PPP, its rationale, requirements and ultimate purpose. Government officers and local lenders should play a key role in the development of PPP in Lebanon. Government officers should get acquainted with the rationale of PPP projects and PPP teams should be formed at the HCPP and different ministries that are likely to be involved in PPP in order to deal with the various stakeholders, namely, the HCPP, the bidders and their lenders. Once the PPP project is awarded, they should be in a position to administer the PPP contract and deal with the project company and its lenders. Local banks should develop project finance, non- or limited recourse and long-term financing capabilities, and take policy decisions to start diversifying their investment portfolio by moving away from steady yielded government bonds to other sources of revenue, such as those generated from PPP projects, which would contribute to the development of the economy. Once a local PPP model and practice becomes established, international investors and lenders will be more keen to consider investing in PPP projects in Lebanon.

ABOUT THE AUTHORS

HADI MELKI

EKP in association with HFW

‘Hadi Melki is recommended’, according to *The Legal 500 EMEA* 2017, in the areas of Lebanon Commercial and Corporate and M&A.

Hadi Melki has a wide range of experience working on infrastructure projects throughout the Middle East region. He has advised governments and private sector investors in connection with public-private partnership (PPP) infrastructure projects. In particular, he has advised the PPP unit of a GCC country in connection with the implementation of its public-private partnership programme for infrastructure projects in a wide array of sectors including power, water, waste and social infrastructure. One of the major PPP projects he has handled in Lebanon is the development and operations of a design–build–finance–operate–transfer PPP project for a countrywide mandatory vehicles inspection stations and services project including negotiation of the transfer of the DBFOT project to the government at its term and negotiation of a management contract for the operations of the stations.

EKP IN ASSOCIATION WITH HFW

Sami Solh Avenue, Hechaime Building 5th Floor

PO Box 116-2083

Beirut

Lebanon

Tel: +961 1 387778

Fax: +961 1 387776

hadi.melki@hfw.com

www.hfw.com

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Business
Research

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