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The Design and Build Public Procurement under the 2023 Algerian Public Procurement Code: An Incomplete Reform or a Deliberate Caution?

الصفقة العمومية دراسات-أشغال في قانون الصفقات العمومية ل 2023: إصلاح ناقص أو تحفظ مقصود؟

AHMANE Kheira*
Faculty of Law, Algiers 1 University , (Algeria)
k.ahmane@univ-alger.dz
Orcid: https://orcid.org/0009-0001-9986-2035

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- **Abstract:**

Law No. 23-12 Law No. 23-12 of 5 August 2023 enacting the Algerian Public Procurement Code enshrines, under Article 34, the design and build contract in Algerian law, without providing a definition thereof. This contract enables the assignment to a single operator of a combined mission encompassing design and construction works. Such a contract is however admissible only on an exceptional basis and on technical grounds prescribed by law. The exclusion of private pre-financing and the operation of the works marks a significant regression compared to Presidential Decree No. 15-247, which expressly incorporated the operation mission, and equally compared to comparative law, where private pre-financing constitutes a central issue. This appears to amount to an abortive revolution. Conversely, the failures of such models in comparative law also account for the restraint observed on the part of the Algerian legislature. Accordingly, this constitutes a controlled revolution

Keywords:

The design-build public contract. Private finance initiative. Bundled public contract, Law No. 23-12

الملخص:

كرّس القانون رقم 23-12 المؤرخ في 5 أغسطس 2023 المتضمن قانون الصفقات العمومية الجزائري، في مادته 34، الصفقة العمومية دراسات أشغال في القانون الجزائري، دون أن يتضمن تعريفاً لها. ويتيح هذا العقد إسناد مهمة مشتركة تجمع بين الدراسات وإنجاز الأشغال إلى متعامل اقتصادي واحد. غير أن المشرع اكتفى بذلك، إذ لا تُقبل هذه الصفقة إلا استثناءً ولأسباب تقنية يحددها القانون. ويُشكّل استبعاد التمويل الخاص المسبق واستغلال المنشأة من نطاق الصفقة تراجعاً ملحوظاً مقارنةً بالمرسوم الرئاسي رقم 15-247 الذي كان يتضمن صراحةً مهمة الاستغلال، وكذلك مقارنةً بالقانون المقارن حيث يُعدّ التمويل الخاص المسبق مسألةً محوريةً فيه. وهو مايشكل اصلاحا منقوص. بيد أن إخفاقات هذه النماذج في القانون المقارن تُفسّر بدورها تحفّظ المشرع الجزائري. وعليه، يمكن القول إنه اصلاح مضبوط.

الكلمات المفتاحية:

الصفقة العمومية دراسات–أشغال، مبادرة التمويل الخاص، ، قانون الصفقات العمومية لسنة 2023.

* *Corresponding author* AHMANE Kheira, Associate Professor (Grade B), University of Algiers 1, Faculty of Law.

• Introduction

Algerian public procurement law has been undergoing a period of continuous transformation since the early 2000s. Each successive legislative reform has sought to better reconcile the demands of economic efficiency, procedural transparency and the budgetary sovereignty of the State. The enactment of Law No. 23-12 of 5 August 2023 falls squarely within this dynamic, with the declared ambition of modernizing public procurement by equipping it with contractual instruments better suited to the complexity of large-scale infrastructure and public works projects.[1]

Among the innovations introduced by this Law is the enshrinement of the integrated public contract, expressly provided for under Article 24. It is not without significance that this contractual model is not a creation ex nihilo of the 2023 legislature. It had already made an appearance in the Algerian legal arsenal through Presidential Decree No. 15-247 of 2015, which had opened the way for design and build contracts and, more ambitiously, for contracts incorporating an operation mission.[2]

The 2023 Law nevertheless effects a redefinition of the scope of this type of contract. Whilst it formally establishes and consolidates its statutory basis, it simultaneously restricts its ambit by excluding the financing and operation missions that characterize the most integrated contractual arrangements in other legal systems. This tension between openness and caution constitutes the guiding thread of the present analysis.

Accordingly, we submit the following question: does the integrated public contract, as enshrined by the 2023 reform, constitute a genuine transformation of the Algerian contractual model, or does it merely represent a partial and cautious evolution, falling short of comparative law standards? In order to address this question, we shall examine the legal reality of the framework, assess its limitations, and consider, in the light of comparative law, the avenues that the Algerian legislature might pursue in future reforms.

From a methodological standpoint, our study adopts an approach that is at once analytical, critical and comparative. It draws upon Algerian positive law, available doctrinal scholarship, and the French and British experiences, whose recent developments (most notably the United Kingdom's abandonment of the Private Finance Initiative (PFI) in 2018) offer valuable lessons for the Algerian legislature.

Our research is structured around three axes: the legislative enshrinement and legal regime of the integrated public contract (1); the structural limitations of the model retained by the 2023 Law (2); and, finally, the comparative and prospective perspectives available to the Algerian reform (3).

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[1] L'article 34 de la loi n°23-12 du 5 août 2023 fixant les règles générales relatives aux marchés publics, JORADP n°51 du 6 août 2023

[2] L'article 35 du décret présidentiel n°15-247 du 16 septembre 2015 portant réglementation des marchés publics et des délégations de service public, JORADP n°50 du 20 septembre 2015.

1. The Legislative Enshrinement of the Design-build Public Contract in Algerian Law

Law No. 23-12 of 5 August 2023 marks a decisive milestone in the history of Algerian public procurement law, by formally elevating the integrated public contract for the first time to the rank of a statutory category endowed with an explicit textual foundation, consolidating a contractual model that had already been introduced into the Algerian legal order by Presidential Decree No. 15-247 of 2015 and, possibly, by earlier regulatory instruments. This enshrinement calls for a twofold reading: first, that of the definition and scope of application retained by the legislature (1.1); and secondly, that of the conditions and modalities of award governing recourse to this instrument (1.2).

1.1 Legal Nature and Scope of Application of Design-build Public Procurement

The Algerian legislature has characterized the design and build public contract as an integrated public contract, as provided for under Article 24 of Law No. 23-12.

The integrated public contract is defined, in its most general conception, as a contract whereby a public authority entrusts to a single economic operator a mission grouping together several services of different natures. This integration within a single contract aims to ensure the overall coherence of the procurement, to simplify contractual management and, in theory, to optimize costs through synergies between the various phases of the project.[3]

The 2023 Algerian legislature, in laying down the framework for this contract under Article 24 of the Law, chose not to formulate a nominal definition thereof. This absence of an explicit definition is not without consequence: it generates interpretative uncertainty that legal practitioners and contracting authorities will be required to resolve by drawing upon implementing regulatory texts and, where appropriate, upon the principles established by administrative case law.

A reading of Article 24 nevertheless permits the contours of the Algerian integrated contract to be identified. It consists of a contract combining several operations which may relate, alternatively or jointly, to the carrying out of works, the acquisition of supplies, the conduct of studies or the provision of services. This scope, whilst relatively broad in appearance, proves to be significantly narrower than that admitted under comparative law.

Thus, by comparison with the definition retained under Article L2171-1 of the French Public Procurement Code, which encompasses design, construction, operation, maintenance and financing, the Algerian integrated public contract appears confined to the sole combination of design (studies) and construction. It is this bipolarity — studies on the one hand, construction on the other, that fundamentally characterizes the Algerian design and build public procurement contract.[4]

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[3] RICHER, L. et LICHÈRE, F., Droit des contrats administratifs, 11e éd., LGDJ, Paris, 2022.

[4] Code de la commande publique français, art. L2171-1 : « *Les marchés globaux sont des marchés publics qui permettent de confier à un opérateur économique une mission portant à la fois sur la conception, la réalisation et l'exploitation ou la maintenance de l'ouvrage ou de l'équipement* ».

This delimitation is not without legal coherence. The public procurement contract remains, in its classical conception, an instrument of direct public expenditure, whereby the public authority fully finances the commissioned service. To introduce private financing or a long-term operation mission would amount to a shift towards a hybrid regime, at the boundaries of the public-private partnership, entailing a transfer of risks and a deferred remuneration logic that require an autonomous legal framework and enhanced guarantees.[5]

1.2 Conditions for Recourse to and Award Procedure for the Design and Build Public Procurement

Law No. 23-12 has surrounded recourse to the design and build public contract with restrictive conditions, reflecting the exceptional character that the legislature has sought to confer upon it. Pursuant to Article 34 of the Law, the design and build contract may only be employed where technical grounds so require, and more specifically where the functionality of the works and the constraints of their implementation imperatively necessitate the association of the designer and the contractor within a single contract.

This requirement of technical justification constitutes a fundamental safeguard against improper recourse to the integrated contract, which could otherwise serve as a means of circumventing the general rules on lotting. Indeed, the general principle of Algerian public procurement law, as in most legal systems, is the division of services into separate lots in order to promote competition and SME (Small and Medium-sized Enterprises) access to public procurement. The integrated contract therefore constitutes a justified exception, not a general rule.

As regards material scope, Article 34, paragraph 2 of the Law permits the assignment to a single contractual partner of a mission encompassing both the design of studies and the carrying out of works, the supply of necessary equipment and the provision of services related to the operation of the works. This combination, whilst remaining below the model of full partnership, nonetheless offers notable contractual flexibility compared to traditional separate contracts.

For the award of the design and build public contract, the Algerian legislature has retained a single award procedure: the restricted tender. This procedure, which entails the pre-selection of candidates prior to their invitation to submit tenders, is particularly well-suited to complex services requiring high technical and financial capacity. It enables the contracting authority to satisfy itself that the undertakings admitted to compete possess the requisite competencies to perform the global mission, whose integrated nature demands simultaneous mastery of several fields of expertise.

The restricted tender nonetheless presents limitations with regard to competition. The reduction in the number of admitted candidates may, in markets where supply is limited, lead to insufficient competitive pressure and, consequently, to less favorable pricing for the public authority. The

[5] TAFOTIE YOUMSI, N. R., Build, Operate and Transfer : Modalité de partenariat public-privé — Approche law and economics, éd. Larcier, Collection de la Faculté de Droit, Économie et Finance de l'Université de Luxembourg, 2013.

legislature might have considered permitting, as an alternative, recourse to the competitive dialogue an instrument well suited to complex projects and practiced under French law. However, this mechanism has not yet been incorporated into Algerian law.[6]

2. The Limitations of the Algerian Integrated Public Procurement

Whilst the Algerian legislature has enshrined the integrated public contract under Article 34 of the Public Procurement Code — which undeniably constitutes progress in the modernization of Algerian public procurement law — it has nonetheless confined itself to providing for a single type thereof, namely the design and build public contract. In so doing, it has excluded integrated public contracts encompassing a private pre-financing mission (2.1), and has marked a regression compared to Presidential Decree No. 15-247 with regard to the operation mission (2.2). The practical consequences arising therefrom for large-scale projects shall also be examined (2.3).

2.1 The Exclusion of Private Financing

One of the most striking features of the integrated public contract enshrined by the 2023 Law is the preservation of wholly public financing. The cost of the operation remains entirely borne by the public authority, with no possibility of associating the private operator with the pre-financing of the investment. This choice is consistent with the classical definition of the public procurement contract, under which the contractual partner is remunerated directly by the public authority for the services rendered, without advancing its own capital or having recourse to project financing. here the text of first subtitle. Enter here the text of first subtitle. Enter here the text of first subtitle. Enter here the text of first subtitle.[7]

This clear boundary with the public-private partnership finds justification in several considerations. First, on budgetary grounds, the private financing of a public project generally entails a higher cost than direct public financing, owing to the risk premium demanded by private investors and the cost of complex financial arrangements. Secondly, on grounds of sovereignty, the integration of private financing creates multi-annual commitments that weigh upon future public finances and may constrain the State's room for manoeuvre.

However, this exclusion of private financing carries with it the consequence of depriving the Algerian integrated public contract of one of its most powerful levers of economic optimization. In countries that practice full public-private partnership, the remuneration of the operator on the basis of the performance of the works throughout their entire lifespan creates incentives for technical excellence from the design phase onwards. An operator who is aware that it will be responsible for the operation and maintenance of the works for twenty or thirty years will invest more heavily in

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[6] Katja Sontag : « Conditions du recours à la procédure de dialogue compétitif pour les marchés publics d'assurance (CE, 11 mars 2013, n°364551) », Revue générale de droit des assurances, n°3, 2013

[7] GAUDEMET, Y., Droit administratif des biens, 14e éd., LGDJ, Paris, 2020, p. 320, The author recalls that in the classical public procurement contract, the public authority bears alone the financial burden of the investment, which fundamentally distinguishes this contract from partnership arrangements.

the initial quality of construction, thereby optimizing the whole-life cost rather than the construction cost alone.

2.2 The Exclusion of the Operation Mission: A Regression Compared to Presidential Decree No. 15-247

The exclusion of the operation mission from the scope of the integrated public contract represents, in many respects, the most significant limitation of the 2023 framework. This exclusion is all the more remarkable in that it constitutes an explicit regression compared to the previous legal framework, most notably Article 35, paragraph 6 of Presidential Decree No. 15-247 of 2015.[1]

The 2015 Decree had indeed opened the way for a more accomplished form of integrated contract, by permitting recourse to the "design, construction and operation or maintenance" contract or to the "construction and operation or maintenance" contract. This approach, which was consistent with a logic of taking into account the complete lifecycle of the project, authorised the public authority to entrust to a single partner responsibility not only for constructing, but also for operating the works in accordance with predefined performance standards, measured and evaluated over time.

The operation mission nonetheless constitutes an essential phase of the lifecycle of a public work. It is during this phase that the technical choices made upstream, at the design and construction stages, concretely materialise. A work poorly designed for its operation will generate operational cost overruns, recurrent failures and premature deterioration. By dissociating construction from operation, the 2023 legislature breaks the chain of responsibility and deprives the contracting authority of a major contractual lever for demanding long-term performance.[8]

Several hypotheses may account for this regression. The first relates to the desire to preserve a clear legal distinction between the public procurement contract and partnership contracts, which are subject to separate regulation that remains in the process of elaboration. The second hypothesis is that of a deliberate caution in the face of the risks attendant upon the private management of public services. The third, and final, hypothesis is that the legislature wished to draw upon an assessment of experience with the design and build contract before extending the framework to more complex missions, in accordance with a logic of progressive reform.[9]

2.3. The Practical Consequences for Infrastructure Projects

The restrictions thus identified translate into concrete effects at the operational level. In the first place, large-scale infrastructure projects such as railway networks, hospital facilities, hydraulic works and energy infrastructure, requiring advanced integration between design, construction and operation find themselves deprived of a contractual framework suited to their complexity.

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[8] TIROLE, J., Économie du bien commun, PUF, Paris, 2016. https://shs.cairn.info/revue-rimhe-2016-4-page-101 T he author demonstrates that contracts incorporating the operation phase lead to better long-term economic optimisation.
[9] Richer, Laurent ; Lichère, François : « Droit des contrats administratifs » 10th Edition, Paris 2016.

Furthermore, the absence of any possibility of integrating private financing within the integrated public contract limits the prospects for the delivery of structuring projects in a context of budgetary constraint. Where the State is unable, or unwilling, to mobilise the entirety of the financing for a major investment, the only available avenue remains recourse to public borrowing or the deferral of the investment.

Finally, the limitation to the sole restricted tender procedure, without a more flexible alternative such as competitive dialogue, may lead to mismatches between the actual needs of the contracting authority and the tenders received, particularly in the case of innovative projects where the definition of requirements is itself evolving. In such configurations, procedural rigidity constitutes an obstacle to the creativity of economic operators and to the quality of the solutions proposed.

3. Comparative Perspectives and Prospects for the Evolution of Algerian Law

In order to assess the implications of the choices made by the Algerian legislature and to outline the contours of a possible evolution, it is indispensable that we draw upon foreign experience. French law and English law constitute two unavoidable points of reference whose opposing trajectories are equally instructive. An examination of the French partnership contract (*marché de partenariat*) (3.1) and of the British Private Finance Initiative *PFI* (3.2) will enable us to identify the lessons that Algerian law might draw therefrom (3.3).

A. The Regulation of the Partnership Contract in French Law

French public procurement law has developed, through several successive reforms, a particularly elaborate model of integrated contract: the partnership contract (marché de partenariat). Defined under Articles L2171-5 and following of the Public Procurement Code, this contract enables the assignment to a single economic operator of a global mission encompassing the design, construction, financing, operation and maintenance of a public work.[10]

The distinctive feature of the partnership contract lies in the partial transfer of financial risk to the private operator. The latter is remunerated not by an immediate payment upon completion of the works, but by periodic payments made throughout the duration of the contract, conditional upon the measured performance of the works. This deferred remuneration creates a powerful incentive for the optimisation of the entire lifecycle of the project, from design through to operation.[11]

The financing generally rests upon the technique of project finance, whereby lenders extend their support not on the basis of the general financial soundness of the operator, but on the capacity of the project itself to generate sufficient financial flows to ensure the repayment of debts. This

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[10] Code de la commande publique, art. L2171-5 à L2171-8. Sur ce point : RICHER, L. et LICHÈRE, F., Droit des contrats administratifs, 11e éd., LGDJ, Paris, 2022, p. 467-489.

[11] LYONNET DU MOUTIER, M., « Comprendre le montage du financement sur projet d'une autoroute européenne », Revue Créer et Comprendre, n°70, décembre 2002. V. aussi ATHIAS, L. et SAUSSIER, S., « Un partenariat public-privé rigide ou flexible ? Théorie et application aux concessions routières à péage », Revue économique, 2007/3, vol. 58, p. 565-576.

technique, which is both sophisticated and costly, demands high levels of legal and financial expertise, both on the public and on the private side.[12]

Recourse to the partnership contract is strictly regulated under French law. It presupposes the prior conduct of an assessment of the mode of project delivery, demonstrating that recourse to this contract is more advantageous than a conventional procurement, by reference to a multi-criteria analysis taking into account whole-life cost, risk allocation, expected performance and budgetary sustainability.[13]

This requirement of prior justification constitutes a fundamental safeguard against the systematic use of partnership contracts, which might otherwise conceal uncontrolled long-term financial commitments. It reflects the lesson drawn by French law from the British experience, and in particular from the sometimes-excessive use of the PFI.

B. The British Private Finance Initiative: The Rise and Abandonment of an Ambitious Model

In the 1990s, the United Kingdom pioneered global contracting with private financing through the Private Finance Initiative (PFI), launched in 1992 and extended under successive governments. The PFI rested upon a simple yet ambitious principle: to have public infrastructure such as hospitals, schools, roads and prisons, financed, constructed and operated by private consortia, in exchange for public payments spread over periods of up to thirty or forty years.

During its ascendant phase, the PFI enabled the British government to deliver significant investment programs without immediately increasing recorded public debt. It also led, in a number of cases, to higher quality construction and more rigorous maintenance of works, owing to the long-term contractual commitment of the operator.

However, the overall assessment of the PFI, drawn up notably by the National Audit Office in 2018, proved to be considerably more nuanced. The cost of private financing proved to be structurally higher than the cost of public borrowing, the gap averaging between two and four percentage points, which led to a significant increase in the whole-life cost of projects over the duration of the contracts.[14]

Moreover, the rigidity of PFI contracts, designed to stabilise lenders' investments, made it difficult to adapt to the evolving needs of public services. Variation orders frequently gave rise to considerable additional costs. Finally, and most significantly, the massive and quasi-systematic use

[12] DE CAZALET, B., « The evolution of the concession and public private partnership legal concepts over the last 20 years under common law influence », International Business Law Journal (IBLJ), n°2/2017.
[13] Code de la commande publique, art. L2171-9 et s. Sur les conditions de recours exceptionnelles : CE, 23 mai 2011, Commune de Six-Fours-les-Plages, n°330566, AJDA 2011, p. 1838.
[14] National Audit Office (NAO), « PFI and PF2 », HC 718 Session 2017-2019, January 2018. The report notes that the cost of private financing was, on average, two to four percentage points above the cost of public borrowing.

of the PFI generated a substantial off-balance-sheet liability for the British State, estimated at more than £200 billion in future commitments.[15]

It was for these reasons that the British government officially brought the PFI policy to an end in 2018, declaring that this model no longer represented value for money for taxpayers. This abandonment constitutes a powerful signal for all legislators contemplating the development of forms of global contracting with private financing. It demonstrates that such models are not inherently objectionable, their economic rationale remains relevant in specific cases, but that their massive and indiscriminate use exposes public finances to major risks.

C. Comparative Lessons for Algerian Law

Placing the French and British models in perspective enables us to better understand and appreciate the choices made by the Algerian legislature in 2023. The caution it has exercised in excluding private financing and the operation mission is not, in light of these experiences, a weakness to be deplored. Rather, it reflects a keen awareness of the macroeconomic risks inherent in full PPP models, and a determination not to expose Algerian public finances to multi-annual commitments that are difficult to control.

This caution is all the more understandable given that Algeria does not yet possess, at this stage, a sufficiently developed domestic capital market or economic operator base capable of absorbing the risks inherent in project finance. The legal and institutional guarantees necessary to secure private investors in long-term projects remain under construction. It would therefore be imprudent to mechanically transpose models designed for mature market economies to a substantially different economic and institutional context.

However, this caution ought not to crystallise into inertia. Several developments appear both desirable and attainable within a reasonable timeframe. First, the Algerian legislature might consider reinstating the possibility of the design, construction and operation contract, under strictly regulated conditions and for specific categories of projects — most notably those for which operational performance is directly dependent upon design and construction choices.

Furthermore, the elaboration of an autonomous legislative framework for public-private partnerships, distinct from ordinary public procurement contracts and accompanied by the necessary specific guarantees, would constitute a major step forward for large-scale projects whose financing cannot be assured through public funding alone. Several countries in the MENA region have embarked upon this path with encouraging results.

The introduction of more flexible award procedures, such as competitive dialogue and the negotiated procedure, would enable the procedural framework to be adapted to the specificities of complex projects, and would improve the quality of tenders received by encouraging innovation and creativity among economic operators.

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[15] HM Treasury, « PFI and PF2 », Policy paper, 2018. The British Government has officially brought the PFI policy to an end, stating that this financing model was giving rise to excessive costs for public finances

Finally, the strengthening of the institutional capacities of contracting authorities in the areas of project evaluation, contractual negotiation and performance monitoring constitutes a *sine qua non* condition for the success of any broadening of recourse to integrated contracts. The most sophisticated contractual model is of no effect if it is not handled by competent public actors possessed of the means necessary for its implementation.

Comment:

The enactment of Law No. 23-12 of 5 August 2023 represents a noteworthy legislative step in the modernisation of Algerian public procurement law. By formally enshrining the integrated public contract within a statutory framework, the Algerian legislature has responded to a long-standing need for legal certainty in the award of complex infrastructure projects. The design and build contract, as consecrated under Article 24, offers contracting authorities a genuinely useful instrument for entrusting to a single operator a mission combining design and construction.

However, we submit that the legislative ambition displayed by the 2023 reform remains incomplete. The exclusion of private pre-financing and the operation mission — both of which were contemplated, at least partially, by Presidential Decree No. 15-247 of 2015 — reflects a degree of legislative retreat that warrants critical examination. Whilst the caution exercised by the Algerian legislature is understandable in light of the macroeconomic risks associated with full PPP models, it ought not to serve as a permanent justification for legislative inertia.

The comparative analysis conducted in this article demonstrates that the most advanced legal systems have not abandoned the logic of integrated contracting, but have rather sought to regulate it more rigorously. The French experience with the marché de partenariat and the British abandonment of the PFI in 2018 both point to the same conclusion: the issue is not whether to embrace integrated contracting, but how to do so prudently, with appropriate safeguards and within a coherent legal framework.

It is therefore our view that the 2023 reform, whilst a welcome first step, falls short of what the complexity of Algerian infrastructure needs demands. The Algerian legislature would be well advised to pursue a progressive and reasoned deepening of the integrated contract framework, drawing upon the lessons of comparative law whilst remaining attentive to the specificities of the Algerian economic and institutional context.

- ## Conclusion

At the close of this analysis, the Algerian integrated public contract as it emerges from Law No. 23-12 of 5 August 2023 appears as a contractual figure still under construction, whose contours remain provisional. The reform undeniably constitutes an advance over the previous absence of explicit statutory enshrinement, by offering contracting authorities a contractual instrument enabling them to entrust to a single operator missions combining design and construction.

Yet this advance encounters significant structural limitations. The exclusion of private financing and the operation mission — placing the Algerian integrated contract in retreat not only from foreign models but also from its own prior law — reveals a legislative approach whose caution is certainly understandable, but whose incompleteness is patent.

The comparison with French and English law is instructive on two counts. It illustrates, on the one hand, the potential offered by full integrated contracting models, particularly in terms of lifecycle optimisation and long-term performance. It recalls, on the other hand — through the example of the United Kingdom's abandonment of the PFI in 2018 — that the uncontrolled use of such models carries real risks for public finances and the budgetary sovereignty of the State.

It is precisely in the space between these two pitfalls — imprudent mimicry and timid immobility — that the challenge facing the Algerian legislature lies. It is called upon to construct, in a progressive and reasoned manner, a model of integrated contracting adapted to the realities of the Algerian economy, the capacities of its economic operators and the requirements of its financial governance. A substantive reform of the 2023 Law, progressively integrating the operation mission within the scope of the integrated contract and opening the way to a genuine PPP framework, would constitute a decisive step in that direction.

Ultimately, Law No. 23-12 should not be read as a culmination, but as a first and useful — yet insufficient — milestone in a more ambitious reform that the imperatives of Algerian economic development urgently call for.

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