

BENCHMARKING PPP PROCUREMENT 2017 IN THE RUSSIAN FEDERATION – PPP

Regulatory and Institutional Framework for PPPs	
Does the regulatory framework in your country allow procuring PPPs?	Yes
Yes. If yes, please specify the relevant regulatory framework and the year of adoption:	Federal Law No. 224-FZ dated 13 July 2015 (year of adoption) on Public-Private Partnership and Municipal-Private Partnership in the Russian Federation and Amending Certain Legislative Acts of the Russian Federation (entering into force in 2016) ("Federal Law 224" or "PPP Law");
and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	http://pravo.gov.ru/proxy/ips/?docbody=&nd=102376338&intelsearch=%E7%E0%EA%EE%ED+%EE+%E3%EE%F1%F3%E4%E0%F0%F1%F2%E2%E5%ED%ED%EE
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.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 7 of the PPP Law, the subject matter of PPP agreements are private roads only (not public roads) and public transport - with the exception of metro systems.
Water and irrigation	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Energy generation and distribution	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Telecom	Yes
If yes, please provide the relevant	The PPP Law does not prescribe the possibility to conclude PPP contracts in the telecom sector. Telecom is not one of the subjects/objects contained in Article 7 of the PPP Law.

legal/regulatory provisions:	
Health	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Education	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Other	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Please identify the PPP procuring authorities in country_name and provide their website(s) (if available):	Government of Russian Federation (http://government.ru/) acting on behalf of the Russian Federation or a federal executive body authorized by the Government; Governments of constituent entities of the Russian Federation or executive bodies authorized by such Governments; Governments of municipal entities or executive bodies authorized by such Governments,
In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?	Yes
If yes, please indicate its name, and its website (if available):	On the federal level - the Department of Investment Policy and Private-Public Partnership Development of the Ministry of Economic Development of the Russian Federation. Web-page: http://economy.gov.ru/minec/about/structure/deplinvest/index For the purposes of promoting PPP projects and guidance on PPP policies and market standards the Ministry of Economic Development together with Association "PPP Development Centre" developed an official Internet portal relating to PPPs in Russia - http://pppi.ru/ The Ministry of Economic Development of the Russian Federation has also established a Coordination Council for Public-Private Partnership in the Russian Federation under the auspices of the Ministry of Economic Development of the Russian Federation. The objective of the Council is to, among other things, coordinate the state authorities, business community, non-governmental organizations and scientific and legal community to increase effectiveness of PPP projects, facilitate access to PPP instruments and develop PPP legislation and regulation.
If yes, what are the main responsibilities of	Yes

the PPP Unit (check all that apply). PPP regulation.	
PPP policy guidance and capacity building for other public authorities.	Yes
PPP promotion among the public and/or private sectors in national and international forums.	Yes
Technical support in implementing PPP projects.	No
Gatekeeping (approval of PPP projects).	Yes
Procurement of PPPs.	No
Oversight of PPP implementation.	No
Other	No
please specify:	n/a
Preparation of PPPs	Score: 46
Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If yes, is a second approval by the Ministry of Finance or Central Budgetary Authority required before signing the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a

Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process?	<p>Yes</p>
If yes, please specify the relevant authority	<p>Department of Investment Policy and Private-Public Partnership Development of the Ministry of Economic Development of the Russian Federation</p>
and provide the relevant legal/regulatory provisions (if any):	<p>Articles 8(1), 8(8), 9(1), 9(11) of the PPP Law require a project to be submitted to the competent authority by the procuring authority for preliminary review and approval. The competent authority evaluates the efficiency of the project (which includes financial efficiency and social-economic effect of the project implementation) and its comparative advantages</p>
If yes, is a second approval by the same authority required before signing the PPP contract?	<p>No</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
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)?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Articles 9 (10) and 9 (11) of the PPP Law, following the results of consideration of the proposal for project implementation, the authorized authority shall approve the opinion on efficiency of the project and its comparative advantage (hereinafter - the positive opinion of the authorized authority) or an opinion on the project inefficiency and/or on absence of a comparative advantage (hereinafter - the negative opinion of the authorized authority) and direct the opinion and the original copy of the report on the negotiations (if the negotiations were held) to the public partner and the project initiator and publish the decision, the proposal for project implementation and the report on negotiations on the official website of the authorized authority within 5 days from the day of approval of the related opinion, except for information that is state, commercial or other secret protected by the law. Approval by the</p>

	authorized authority of a negative opinion shall be deemed a refusal from implementation of the project of public-private partnership or municipal-private partnership.
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.	No
If yes, please specify:	n/a
The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.	No
The regulatory framework does not include any provisions.	No
Other	Yes
please specify:	Pursuant to Articles 9 (10) and 9 (11) of the PPP Law, following the results of consideration of the proposal for project implementation, the authorized authority shall approve the opinion on efficiency of the project and its comparative advantage (hereinafter - the positive opinion of the authorized authority) or an opinion on the project inefficiency and/or on absence of a comparative advantage (hereinafter - the negative opinion of the authorized authority) and direct the opinion and the original copy of the report on the negotiations (if the negotiations were held) to the public partner and the project initiator and publish the decision, the proposal for project implementation and the report on negotiations on the official website of the authorized authority within 5 days from the day of approval of the related opinion, except for information that is state, commercial or other secret protected by the law. Approval by the authorized authority of a negative opinion shall be deemed a refusal from implementation of the project of public-private partnership or municipal-private partnership.

<p>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:</p>	<p>Some of the projects</p>
<p>Which of the following assessments are conducted when identifying and preparing a PPP? (check all that apply): 10.1. Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the project)</p>	<p>Yes</p>
<p>Relevant legal/regulatory provision (if any)</p>	<p>Pursuant to Article 9 (2) (2) of the PPP Law; efficiency of the project shall be assessed before consideration of the project for determining of its comparative advantage on the basis of the following criteria: a) social and economic effect of implementation of the project of public-private partnership or municipal-private partnership estimated considering the purposes and the objectives specified in the respective strategic planning documents.</p>
<p>Is there a specific methodology?</p>	<p>Yes</p>
<p>If yes, elaborate.</p>	<p>Part IV of the Order of Ministry of Economic Development No 894 dated 30 November 2015</p>
<p>Affordability assessment, including the identification of the required long term public commitments (explicit and implicit)</p>	<p>Yes</p>
<p>Relevant legal/regulatory provision (if any)</p>	<p>Pursuant to Article 9 (2) (1) of the PPP Law; efficiency of the project shall be assessed before consideration of the project for determining of its comparative advantage on the basis of the following criteria: a) cost effectiveness of the project of public-private partnership or the project of municipal-private partnership;</p>
<p>Is there a specific methodology?</p>	<p>No</p>
<p>If yes, elaborate</p>	<p>n/a</p>

Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision (if any)	Pursuant to Article 9 (4) (2) of the PPP Law, comparative advantage of the project shall be defined on the basis of a ratio of the following criteria: the scope of obligations taken by the public partner in case of creation of risks in the course of implementation of the project on public-private partnership or municipal-private partnership to the scope of obligations taken by such public entity in the course of implementation of the state or municipal contract.
Is there a specific methodology?	Yes
If yes, elaborate	Part IV of the Order of Ministry of Economic Development No 894 dated 30 November 2015
Financial viability or bankability assessment.	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology?	n/a
If yes, elaborate	n/a
Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives	Yes
Relevant legal/regulatory provision (if any)	Pursuant to Article 9 (4) of the PPP Law, comparative advantage of the project shall be defined on the basis of a ratio of the following criteria: 1) net discounted expenses of funds of the Russian Federation budgetary system in the course of implementation of the project of public-private partnership or municipal-private partnership to the net discounted expenses in the course of execution of the state or municipal contract; 2) the scope of obligations taken by the public partner in case of creation of risks in the course of implementation of the project on public-private partnership or municipal-private partnership to the scope of obligations taken by such public entity in the course of implementation of the state or municipal contract.
Is there a specific methodology?	Yes
If yes, elaborate	Part V of the Order of Ministry of Economic Development No 894 dated 30 November 2015
Market assessment (showing evidence of enough interest in the market for the project)	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology?	n/a

If yes, elaborate	n/a
Among the PPP projects procured within the last two (2) years, for how many of them were all of the required assessments conducted? Please elaborate:	No Data
Does the procuring authority include a draft PPP contract in the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 8 (3) (4) of the PPP Law, a proposal for project implementation shall contain a draft agreement that includes the material conditions envisaged by Article 12 of this Federal Law and other terms not contradicting the legislation of the Russian Federation.
If no, please elaborate (provide examples):	n/a
Have standardized PPP model contracts and/or transaction documents been developed?	No
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	n/a
Does the procuring authority obtain the permits necessary to develop and operate the PPP project before calling for tenders in any of the following areas? Environmental permits.	No
If yes, please provide the relevant	n/a

legal/regulatory provisions (if any):	
Urban and zoning permits.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Other permits.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Does the procuring authority make available to PPPCo the necessary land or right of way to develop the PPP project (if any)? Land	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 33 (1) of the PPP Law, A land plot where the object of the agreement is located and/or that is necessary for carrying out of the activities envisaged by the agreement, a forestry area (construction of hydraulic structures and specialized ports, electric power transmission lines, communication lines, roads and other linear facilities, health and fitness, sports and sports and technique facilities), a water body or a part of a water body (construction of berthing facilities, ship lifting and ship repairing facilities, stationary and/or floating platforms and artificial islands, hydraulic structures, bridges, underwater and underground passages, underwater communication lines, other linear communication and utilities facilities, carrying out of dredging, blasting, drilling and other works related to water bodies bottom and coast reshaping) or a subsoil area (construction and operation of underground structures not related to natural minerals extraction) necessary for carrying out of the activities envisaged by the agreement, shall be leased to the private partner in compliance with the land, forestry, water or subsoil legislation of the Russian Federation without holding tenders for the term established in the agreement in compliance with the land, forestry, water or subsoil legislation.
If no, please elaborate (provide explanation):	n/a
Does the procuring authority make available to PPPCo the necessary land or right of way to develop the PPP project (if any)? Right of way	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 33 (1) of the PPP Law, A land plot where the object of the agreement is located and/or that is necessary for carrying out of the activities envisaged by the agreement, a forestry area (construction of hydraulic structures and specialized ports, electric power transmission lines, communication lines, roads and other linear facilities, health and fitness,

	<p>sports and sports and technique facilities), a water body or a part of a water body (construction of berthing facilities, ship lifting and ship repairing facilities, stationary and/or floating platforms and artificial islands, hydraulic structures, bridges, underwater and underground passages, underwater communication lines, other linear communication and utilities facilities, carrying out of dredging, blasting, drilling and other works related to water bodies bottom and coast reshaping) or a subsoil area (construction and operation of underground structures not related to natural minerals extraction) necessary for carrying out of the activities envisaged by the agreement, shall be leased to the private partner in compliance with the land, forestry, water or subsoil legislation of the Russian Federation without holding tenders for the term established in the agreement in compliance with the land, forestry, water or subsoil legislation.</p>
If no, please elaborate (provide explanation):	n/a
Does the regulatory framework establish any exceptions where the preparation process described above does not apply or allows for a "fast track" procedure?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
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:	No Data
Obtaining the required approvals from other relevant authorities:	No Data
Preparing the draft PPP contract:	No Data
Obtaining any permits, land and/or right of way that the procuring authority must provide according	No Data

to the regulatory framework:	
PPP Procurement	Score: 75
Are the bid evaluation committee members required to meet specific qualifications?	No
If yes, please specify and provide the relevant legal/regulatory provisions (if any)	n/a
If no, please elaborate (provide examples):	Pursuant to Article 22 (2) of the PPP Law, members of the tender commission and independent experts shall not be individuals that are employees of the persons that filed applications for participation in the tender or individuals that are shareholders (participants) of such persons, members of their managing bodies or their affiliates. If such persons are revealed among members of the tender commission or independent experts, they shall be replaced by other persons by the public partner. The PPP law only specifies who cannot be in the commission, and does not specify the specific qualification of the members.
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.	n/a
If yes, please specify:	n/a
The regulatory framework requires generally sufficient qualification without detailing the specific qualifications required to be a member of the bid evaluation committee.	n/a

The regulatory framework does not include any provisions.	n/a
Other	n/a
please specify:	n/a
Does the procuring authority issue a public procurement notice of the PPP?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 19 (4) of the PPP Law, the notice of a PPP tender must be published on the official web-site: http://torgi.gov.ru
If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	http://torgi.gov.ru
Does the procuring authority grant the potential bidders a minimum period of time to submit their bids?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 23 (2) of the PPP Law, the term for filing of applications for participation in a tender shall be not less than 30 days from the day of publishing of a notification of holding of the tender or from the day of directing a notification to the persons in accordance with the decision on project implementation, together with the invitation to participate in the tender.
and the time in calendar days :	30
Do the tender documents detail the stages of the procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 21 (1) of the PPP Law: Article 21, the tender documents shall contain: 14) the procedure and the term for amending and/or recall of the applications for participation in the tender and tender offers; 15) the procedure, the place, the date and the time for opening of envelopes with applications for participation in the tender; 16) the procedure and the term for preliminary selection of the tender participants, the date for signing of the report on the preliminary selection, if it is envisaged by terms of the tender; 17) the procedure, the place, the date and the time for opening of envelopes with tender offers; 18) the procedure for consideration and assessment of tender offers; 19) the procedure for selection of the winner.

If no, please elaborate (provide examples):	n/a
Does the procurement process include a pre-qualification stage to select a number of qualified bidders to present the full proposal?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 25 (1) of the PPP Law, preliminary selection of tender participants shall be carried out according to the procedure established by the tender documentation, by the tender commission. In general, Article 25 of the PPP Law provides for pre-qualification and the procedure for conducting prequalification.
If yes, do the tender documents specify the prequalification criteria in order to make them available to all of the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 21 (1) (3) of the PPP Law, the tender documents shall contain requirements for professional and business qualities of the persons that have filed the applications for participation and according to which preliminary selection of the participants is carried out;
Among the PPP procurement processes conducted within the last two (2) years that had a prequalification stage, how many of them included prequalification criteria in the tender documents? Please elaborate	No Data
Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 21 (5) of the PPP Law, the public partner and the tender commission shall be obliged to provide written interpretations of provisions of the tender documentation at the requests of the applicants, if such requests were received by the public partner or by the tender commission not later than 10 days prior to expiration of the term for filing of applications for participation in the tender.

If yes, does the procuring authority disclose those questions and clarifications to all of the potential bidders?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 21 (5) of the PPP Law, the public partner or the tender commission shall direct interpretations of provisions of the tender documentation to each applicant within the terms set by the tender documentation, but not later than 5 days prior to expiration of the term for filing of applications for participation in the tender, attaching the subject of the request without specification of the applicant that directed the request. In case of a public tender, interpretations of provisions of the tender documentation with the subject of the request without specification of the applicant that directed the request attached shall also be published on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation.</p>
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:	<p>No Data</p>
Besides questions and clarifications, can the procuring authority conduct other types of dialogue with the potential bidders?	<p>No</p>
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
If yes, does the procuring authority disclose the content and the results of the dialogue to all of the potential bidders?	<p>n/a</p>

If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Among the PPP procurement processes conducted within the last two (2) years where any other type of dialogue was conducted, in how many was the content and the result of the dialogue disclosed to all of the potential bidders? Please elaborate:	n/a
Does the procuring authority require the bidders to prepare and present a financial model with their proposals ?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If no, please elaborate (provide examples):	No regulatory requirement
Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 19 (21) of the PPP Law, the decision of the tender commission on assessment of tender offers and selecting the winner shall be motivated and meet the criteria given in the tender documentation. Furthermore, According to article 19 (3) of the PPP Law, it shall not be allowed to use the tender criteria not envisaged by this Article.
Among the PPP procurement processes conducted within the last two (2) years, in how many	No Data

<p>of them was the evaluation of the bidders conducted in accordance with the criteria stated in the tender documents? Please elaborate:</p>	
<p>In the case where only one proposal is submitted (sole proposals), does the procuring authority follow any special procedure before awarding the PPP?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Pursuant to Article 19 (2) of the PPP Law: It shall be allowed to conclude the agreement without holding of a tender with the following persons: 2) the person that filed the application (hereinafter also - the applicant) for participation in the tender and that is acknowledged the tender participant, if such person is acknowledged the sole tender participant; 3) the person that filed the only application for participation in the tender, if only one application for participation in the tender is filed upon expiration of the term for filing such applications, and such person meets the requirements for acknowledging it the tender participant; 4) the person that provided the only tender offer, if it meets the requirements for tender documentation, including tender criteria.</p>
<p>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.</p>	<p>No</p>
<p>Please specify:</p>	<p>n/a</p>
<p>The regulatory framework considers sole proposals valid as long as they meet</p>	<p>Yes</p>

the conditions outlined in the tender documents.	
The regulatory framework does not allow the award of a PPP contract if only one proposal is submitted.	No
The regulatory framework does not include any provisions.	No
Other	No
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:	180
Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 31 (1) of the PPP Law, within 15 days from the day of signing of the report on the results of the tender or taking by the public partner of a decision on acknowledging the tender failed, the tender commission shall publish the following on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation:</p> <ol style="list-style-type: none"> 1) notification of the results of the tender, specifying the winner and the participant, whose tender offer, by the results of consideration and assessment of tender offers, contains the best conditions, next to those proposed by the winner; 2) decision on declaring the tender failed, justification of the decision, specifying the name of the person that has the right to conclude the agreement (if any), in compliance with this Federal Law;
If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	https://torgi.gov.ru/
Does the procuring authority provide all the bidders with the result of the PPP procurement process?	Yes

If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 31 (2) of the PPP Law, Within 15 days from the day of signing of the report on the results of the tender or taking by the public partner of a decision on acknowledging the tender failed, the tender commission shall be obliged to direct a notification on the results of the tender to tender applicants and participants. The notification can also be directed in electronic form.
If no, please elaborate (provide examples):	n/a
If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 31 (1) (2) of the PPP Law, the decision on declaring the tender failed, justification of the decision, specifying the name of the person that has the right to conclude the agreement (if any), in compliance with this Federal Law will be published.
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?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 32 (3) of the PPP Law, after the day of signing of the report on the results of the tender by members of the tender commission the public partner shall hold negotiations in the form of a joint conference with the tender winner or other person, with which it is decided to conclude the agreement in accordance with this Federal Law, on the basis of the decision on the project implementation, to discuss the terms of the agreement and their possible change after the negotiations. Material terms of the agreement and the terms that were the criteria of the tender and/or whose contents was defined on the basis of tender offer of the person with which it is decided to conclude the agreement shall not be changed after the negotiations. The term and the procedure for holding of the negotiations shall be determined by the tender documentation. The tender documentation shall envisage terms of the agreement that shall not be changed in the course of the negotiations and/or the terms subjected to change, observing the procedure envisaged by the tender documentation.
Among the PPP procurement processes conducted within the last two (2) years, in how many of them were the terms and conditions changed between the award	No Data

and the signature of the PPP contract? Please elaborate:	
Does the procuring authority publish the PPP contract?	No
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	n/a
If yes, is it published online?	n/a
If yes, please specify the website:	n/a
Does the regulatory framework establish any exceptions where the procurement process described above does not apply or allows for a "fast track" procedure?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Article 19 (2) of the PPP Law, it shall be allowed to conclude the agreement without holding of a tender with the following persons:</p> <ol style="list-style-type: none"> 1) the project initiator, if no statements of intent to participate in the tender were received from other persons within 45 days from the moment of publication of the project prepared by the project initiator on the official website of the Russian Federation for publishing of information on holding of tenders, defined by the Government of the Russian Federation, or if such statements of intent were received from the persons that do not meet the requirements envisaged by Part 8 of Article 5 of this Federal Law; 2) the person that filed the application (hereinafter also - the applicant) for participation in the tender and that is acknowledged the tender participant, if such person is acknowledged the sole tender participant; 3) the person that filed the only application for participation in the tender, if only one application for participation in the tender is filed upon expiration of the term for filing such applications, and such person meets the requirements for acknowledging it the tender participant; 4) the person that provided the only tender offer, if it meets the requirements for tender documentation, including tender criteria.
Unsolicited proposals	Score: 75
Does the regulatory framework allow for the submission of unsolicited	Yes

proposals? (if no, skip to section F)	
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Article 8 (2) of the PPP Law, the person that can be a private partner in compliance with this Federal Law shall have the right to ensure working out of a proposal for project implementation in accordance with Parts 3 and 4 of this Article and submit the proposal to the public partner. With that, the person that ensured working out of the proposal for project implementation (hereinafter - the project initiator) shall, together with directing of such proposal to the public partner, provide to it an independent guarantee (bank guarantee) issued by a bank or other credit institution in the amount of not less than 5 percent of the expected sponsorship of the project. If the project is initiated by a person that can be a private partner in compliance with this Federal Law, it is allowed to hold preliminary negotiations related to working out of the proposal for project implementation between the project initiator and the public partner before directing the proposal to the public partner, using the procedure set by the authorized authority.</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>0</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>Pursuant to Article 8(5) of the PPP Law, the public partner shall, within 90 days of receipt of an unsolicited proposal, consider such proposal and decide whether the project can be submitted to the competent authority for assessment of its efficiency and comparable advantage or whether it should be rejected (rejection has to be motivated). For the purposes of such preliminary evaluation of an unsolicited proposal the public partner is entitled to request additional documents and information from the applicant and arrange for negotiations of the proposed project with the applicant.</p> <p>(b) Resolution of the Government of the Russian Federation No. 1388 dated 19 December 2015 details the procedure and criteria of the preliminary consideration of unsolicited proposals by public partners. In particular, for the purposes of such evaluation a public partner has to request an opinion of the applicable budgetary authority on sufficiency of the budget funds (if required).</p>
If yes, does it ensure that the unsolicited proposal is consistent with the existing government priorities?	<p>Yes</p>

<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Pursuant to Article 19 (5) and 19 (6) of the PPP Law:</p> <p>5. Within the term not exceeding 90 days from the day of receipt of the proposal, the public partner shall be obliged to consider it through the procedure established by the Government of the Russian Federation and take one of the following decisions:</p> <p>1) on submittal of the proposal for project implementation to the authorized authority for consideration for assessment of the project efficiency and comparative advantage;</p> <p>2) on impossibility of the project implementation.</p> <p>6. When the public partner is considering the proposal for project implementation, it shall have the right to request additional materials and documents from the project initiator and hold negotiations with the project initiator, including those in the form of joint conferences. The negotiations shall be held within the term set by Part 5 of this Article for consideration of the proposal for project implementation, using the procedure set by the authorized authority. Following the results of consideration of the materials and documents provided by the project initiator and holding of negotiations, the contents of the proposal for project implementation can be changed before taking decisions cited in Part 5 of this Article, with the consent of the project initiator and the public partner. The results of the preliminary negotiations and/or negotiations (if they were held) that include taking of a decision to change the contents of the proposal for project implementation, shall be documented in the form of a report that shall be in two copies and signed by the public partner and the project initiator. Non-inclusion of decisions to change the contents of proposals for project implementation in the report shall not be allowed.</p> <p>Furthermore, take note that Pursuant to Article 8 (2) (3) of the PPP Law, a proposal for project implementation will contain: purposes and objectives of the project determined taking into account the purposes and the objectives envisaged by the strategic planning documents.</p>
<p>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.</p>	<p>No</p>
<p>If yes, please specify:</p>	<p>n/a</p>
<p>The regulatory framework requires unsolicited proposals to be among the existing</p>	<p>Yes</p>

government priorities without establishing specific procedures to achieve that goal.	
The regulatory framework does not include any provisions.	No
Other	No
please specify:	n/a
Among the unsolicited proposals approved within the last two (2) years, how many of them were a part of the existing government priorities? Please elaborate:	No Data
Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 10 (8) of the PPP Law, if the decision on project implementation is taken on the basis of a proposal for project implementation prepared by the project initiator, the public partner shall publish the decision for the purpose of accepting written applications from other persons regarding their intention to participate in the tender for the right to conclude the agreement on conditions envisaged by the said decision, on the official website of the Russian Federation for publishing of information on holding tenders defined by the Government of the Russian Federation and on the official website of the public partner within the term not exceeding 10 days from the day taking of such decision.
Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 10 (10) of the PPP Law, if written applications were received from other persons regarding their intention to participate in the tender for the right to conclude the agreement, attaching the independent guarantee (bank guarantee) issued by a bank or other credit institution in the amount of not less than 5 percent of the expected funding, within 45 days from the moment of publication of the proposal for project implementation cited in Part 8

	of this Article on the official website of the Russian Federation for publishing of information on holding tenders defined by the Government of the Russian Federation, and at least one of the said persons complies with the requirements of Part 8 of Article 5 of this Federal Law, the public partner shall ensure organization and holding of the tender for the right to conclude the agreement within the term not exceeding 180 days from the day of taking of such decision.
and the time in calendar days:	45
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.	No
Developer's fee (reimbursing the original proponent for the project development cost).	No
Bid bonus.	No
Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).	No
Other	No
please specify:	n/a
Please provide the relevant legal/regulatory provisions (if any):	n/a
PPP Contract Management	Score: 41
Has the procuring or contract management authority established a system to manage the implementation of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any)	Pursuant to Article 14 (1) of the PPP Law, Control of execution of the agreement from the part of the public partner shall be performed by the public partner, bodies and legal entities acting from the part of the public partner, by their representatives that shall have the right of unrestricted access to the object of the agreement and the documents related to the activities

	envisaged by the agreement, on the basis of the agreement, for the purpose of revelation of violations of terms of the agreement by the private partner and prevention of such violations.
If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Participation of the members of the PPP contract management team in the PPP procurement process.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Possibility to consult with PPP procurement experts when managing the PPP contract.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Elaboration of a PPP implementation manual or an equivalent document.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Other	No
please specify:	n/a
If there is a contract management team, in how many of the PPP projects procured within the last two (2) years	n/a

<p>did the management system and tools fully inform the contact management team? Please elaborate:</p>	
<p>Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract?</p>	Yes
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Public partners are authorized to carry out certain control functions in respect of the implementation of PPP projects on the basis of Article 14 of the PPP Law. The control mechanics applicable to projects under the PPP Law are further detailed in Regulation of the Government of the Russian Federation No. 1490 dated 30 December 2015 ("Regulation 1490"). In addition, the PPP Law and underlying regulations permit the parties to include the relevant control mechanics into PPP agreements.</p>
<p>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.</p>	No
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	n/a
<p>The procuring or contract management authority must periodically gather information on the performance of the PPP contract.</p>	Yes
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Pursuant to item 6 of the Control Rules adopted by Regulation 1490, the public partner is required to approve annual schedules of control actions, such scheduled control actions are to be carried out not less than once per calendar quarter. Public partners are also entitled to run unscheduled inspections.</p>
<p>The procuring or contract management authority must</p>	No

establish a risk mitigation mechanism.	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract performance information must be available to the public.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 14 (5) and 14 (6) of the PPP Law:</p> <p>a) The results of control of compliance by the private partner with terms of the agreement shall be documented by the report on results of the control.</p> <p>b) The report on results of the control shall be published by the public partner on its official website within 5 days from the date of its drawing up. If the public partner is a municipal entity and such municipal entity does not have any official website, the report on results of the control shall be published on the official website of the Russian Federation constituent entity, within whose boundaries the municipal entity is located. The access to such report shall be provided during the term of validity of the agreement and 3 years after the day of its expiration</p>
Other	No
please specify:	n/a
Is PPP contract performance information publicly available online?	No
If yes, please specify the website:	n/a
Does the regulatory framework expressly regulate a change in the structure (i.e. stakeholder composition) of PPPCo?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
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	n/a

first five years of operation).	
If yes, please provide the relevant legal/regulatory provisions:	n/a
In case of a change affecting the controlling interest, the replacing entity must meet the same technical qualifications as the original operator.	n/a
If yes, please provide the relevant legal/regulatory provisions:	n/a
Flexibility to substitute non-controlling interest after the initial period.	n/a
If yes, please provide the relevant legal/regulatory provisions:	n/a
Does the regulatory framework expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	Yes
If yes, please provide the relevant legal/ regulatory provisions:	Pursuant to Article 13 (2) of the PPP Law, the agreement can be amended, if there is the consent of the public and private partners. The terms of the agreement defined on the basis of the decision on the project implementation and the tender offer of the private partner related to the tender criteria can be changed by state authorities or the head of the municipal entity that took the decision to implement the project.
If yes, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.	No
If yes, please provide the relevant	n/a

legal/regulatory provisions:	
A change in the risk allocation of the contract.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
A change in the investment plan or duration of the contract.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 13 (3) of the PPP Law, the public partner shall be obliged to consider proposals of the private partner related to change of the material conditions of the agreement, if execution of the agreement became impossible within the terms set in it owing to a contingency, an essential change of the circumstances from which the parties proceeded at conclusion of the agreement or if decisions of the courts or a federal anti-monopoly authority that have entered into force establish the impossibility of fulfillment of obligations set by the agreement because of taking of decisions or actions (omission) by state authorities, local authorities and/or their officials.
Does the regulatory framework expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 13 (3) of the PPP Law, the public partner shall be obliged to consider proposals of the private partner related to change of the material conditions of the agreement, if execution of the agreement became impossible within the terms set in it owing to a contingency, an essential change of the circumstances from which the parties proceeded at conclusion of the agreement or if decisions of the courts or a federal anti-monopoly authority that have entered into force establish the impossibility of fulfillment of obligations set by the agreement because of taking of decisions or actions (omission) by state authorities, local authorities and/or their officials.
Material Adverse government action.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 13 (3) of the PPP Law, the public partner shall be obliged to consider proposals of the private partner related to change of the material conditions of the agreement, if execution of the agreement became impossible within the terms set in it owing to a contingency, an essential change of the circumstances from which the parties proceeded at conclusion of the agreement or if decisions of the courts or a federal anti-monopoly authority that have entered into force establish the impossibility of fulfillment of obligations set by the agreement because of taking of decisions or actions (omission) by state authorities, local authorities and/or their officials.
Change in the Law.	Yes

If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Article 15 (5) of the PPP Law, if, during the validity of the agreement, amendments were made to the legislation of the Russian Federation, regulatory legal acts of the Russian Federation constituent entities or municipal legal acts and have entered into force, which led to increase of the cumulative tax burden of the private partner or deterioration of status of the private partner, including amendments establishing a regime of prohibitions and restrictions in respect of the private partner that deteriorate its status as compared with that before entering of the amendments into force so that it is deprived of what it had had the right to reckon upon at conclusion of the agreement, the public partner shall be obliged to take measures ensuring return on investment of the private partner and gaining of gross profit by it (income from sale of goods manufactured, work performed or services rendered at regulated prices (tariffs)) in the amount not less than that initially defined by the agreement. As measures ensuring return on investment of the private partner and gaining of gross profit by it (income from sale of goods manufactured, work performed or services rendered at regulated prices (tariffs) in the amount not less than that initially defined by the agreement), the public partner shall have the right to increase the amount of financial security of obligations of the public partner, extend the validity of the agreement with the consent of the private partner, increase the amount of expenses for formation and/or maintenance and/or operation of object of the agreement to be borne by the public partner, and to provide additional state or municipal guarantees to the private partner. Making such amendments to the agreement shall be based on a decision of the Government of the Russian Federation, a supreme executive body of a Russian Federation constituent entity or the head of a municipal entity according to the procedure established by the agreement. The requirements for the quality and application properties of the object of the agreement shall not be changed.</p>
Refinancing.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Other.	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
Does the regulatory framework establish a specific dispute resolution mechanism for PPPs?	No
If yes, please specify and provide the relevant legal/regulatory provisions	n/a
If yes, which of the following options best describes the dispute resolution mechanism for	n/a

<p>PPPs? (Please select only one). The regulatory framework details specific resolution mechanisms for disputes arising during the implementation of the PPP.</p>	
<p>If yes, please specify:</p>	n/a
<p>The regulatory framework prescribes that a dispute resolution mechanism should be regulated in the contract.</p>	n/a
<p>The regulatory framework provide the parties with recourse to arbitration but no other alternative dispute resolution mechanism.</p>	n/a
<p>Other</p>	n/a
<p>please specify:</p>	n/a
<p>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?</p>	No
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	n/a
<p>If yes, which of the following options best describes the lender step-in right? (Please select only one). The regulatory</p>	n/a

framework expressly regulates the lender step-in rights.	
If yes, please specify:	n/a
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	n/a
The regulatory framework prescribes that a direct agreement should be signed with the lenders.	n/a
Other	n/a
please specify:	n/a
Does the regulatory framework expressly establish the grounds for termination of a PPP contract?	Yes
If yes, please specify:	<p>Article 13 (8): The agreement shall be terminated:</p> <ol style="list-style-type: none"> 1) upon expiration of its validity; 2) upon agreement of the parties; 3) in case of early termination under a court decision; 4) on other grounds envisaged by the agreement. <p>Article 13 (20): If the substitution was not effected upon expiration of 365 days from the day of creation of grounds for substitution of the private partner, the agreement shall be terminated early in accordance with this Article.</p>
and provide the relevant legal/regulatory provisions:	Article 13 (8) and 13 (20) of the PPP Law
If yes, does the regulatory framework also establish the consequences for the termination of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>In case of early termination of the PPP agreement:</p> <p>(1) If the PPP agreement provided for the transfer of the PPP facility by PPPCo to the public partner - transfer of the PPP facility to the public partner, PPPCo is entitled to claim compensation for its costs and expenses incurred in implementation of the PPP project after</p>

	<p>deducting the losses incurred by the public partner and third parties (if applicable) as a result of the early termination of the PPP agreement (Article 13(9) of the PPP Law).</p> <p>(2) If the PPP agreement is terminated by a court judgment as a result of the PPPCo's failure to comply with its material terms, the PPP facility shall be transferred to the public partner (Article 13(10) of the PPP Law).</p> <p>If upon termination of the respective PPP / concession agreement as set out above the PPP facility is transferred to the public partner, the rights of the PPPCo to the land plot, subsoil plot or other plots (as applicable) underlying the PPP facility are also terminated (Article 33(5) of the PPP Law)</p>
<p>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?</p>	<p>Yes</p>
<p>Please describe:</p>	<p>Adoption of the Federal Law "On the public private partnership and municipal private partnership and on introducing amendments into several legal acts of the Russian Federation" No. 224-FZ. The respective Federal Law came into force on January 1, 2016.</p>
<p>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?</p>	<p>No</p>
<p>Please describe:</p>	<p>n/a</p>