

**BENCHMARKING PPP PROCUREMENT 2017 IN TAJIKISTAN**

<b>Regulatory and Institutional Framework for PPPs</b>	
<b>Does the regulatory framework in your country allow procuring PPPs?</b>	Yes
<b>Yes. If yes, please specify the relevant regulatory framework and the year of adoption:</b>	PPPs in the Republic of Tajikistan are currently governed by Law No. 907 on Public Private Partnerships dated 28 December 2012 (hereinafter the "PPP Law"). This law regulates the PPP approval process, the contents of the PPP agreement, and contains some provisions on the termination of the contract as well as the dispute resolution mechanisms to be employed. Resolution of the Board No. 81 dated 25 September 2014 on the "The Preparation and Implementation of PPP Projects in the Republic of Tajikistan" (hereinafter "Resolution of the Board No. 81"), provides guidelines on the predation and implementation of projects, along with guidelines and responsibilities of the PPP Council/Unit.
<b>and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:</b>	PPP Law: <a href="http://ppp.tj/wp-content/uploads/2015/08/law4.pdf">http://ppp.tj/wp-content/uploads/2015/08/law4.pdf</a>
<b>Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors? Transportation.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Water and irrigation</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Energy generation and distribution</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Telecom</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Clause 9 of the List: Objects of the State Courier Service, TV and radio broadcasting centers of the Committee on Television and Radio under the Government of the Republic of Tajikistan.
<b>Health</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Clause's 3 and 10 of the List: Objects for production, processing and storage of potent poisons, narcotic drugs and toxic substances; specialized production facilities for baby food products for healthcare institutions.
<b>Education</b>	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):	The PPP procuring authorities are the central and local executive authorities (ministries, agencies, local authorities) as well as the State Committee on Investments and State Property Management ( <a href="http://www.gki.tj/">http://www.gki.tj/</a> ).
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):	State Enterprise on Implementation of PPP Projects ( <a href="http://www.ppp.tj">www.ppp.tj</a> )
If yes, what are the main responsibilities of the PPP Unit (check all that apply). PPP regulation.	Yes
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.	yes
Gatekeeping (approval of PPP projects).	Yes
Procurement of PPPs.	No
Oversight of PPP implementation.	Yes
Other	No
please specify:	n/a
Preparation of PPPs	Score: 38
Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Practice
If yes, is a second approval by the Ministry of Finance or	No

<b>Central Budgetary Authority required before signing the PPP contract?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process?</b>	Yes
<b>If yes, please specify the relevant authority</b>	Prior to launching the procurement process the procuring authority shall obtain the consent of the PPP Board, which is headed by the First Deputy of the Prime Minister of the Republic of Tajikistan. Other members of the PPP Board are the Minister of Finance, Minister of Justice, Minister of Energy and Water Resources, Minister of Economic Development and Trade, State Committee on Investments and Management of State Property, Committee on Architecture and Construction, Committee on Geodesic and Land Management, Director of the PPP Projects Implementation Center and head of the central or local state authority authorized to execute PPP contracts.
<b>and provide the relevant legal/regulatory provisions (if any):</b>	Article 7 of the PPP Law
<b>If yes, is a second approval by the same authority required before signing the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Does the government integrate the prioritization of PPP projects with all other public investment project prioritization? (e.g. in the context of a national public investment system)?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If yes, which of the following options best describes the way your government prioritizes PPP projects? (Please select only one). The regulatory framework provides for the inclusion of PPPs in the national public investment system and/or details a specific procedure to ensure the consistency of PPPs with</b>	n/a

<b>other public investment priorities.</b>	
<b>If yes, please specify:</b>	n/a
<b>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</b>	n/a
<b>The regulatory framework does not include any provisions.</b>	n/a
<b>Other</b>	n/a
<b>please specify:</b>	n/a
<b>Among the PPP projects procured within the last two (2) years, how many of them were prioritized along with all other public investment projects? Please elaborate:</b>	None of the projects
<b>Which of the following assessments are conducted when identifying and preparing a PPP? (check all that apply): 10.1. Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the project)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	According to Annex 1 of the Resolution of the Board No. 81, the initial project proposal shall contain information on the expected socio-economic effect of the project. Furthermore, Pursuant to Article 7 (1) of the PPP Law, the contracting authority shall undertake a preliminary feasibility study of each presented partnership project or order the study and submit to the authorized governmental body.
<b>Is there a specific methodology?</b>	No
<b>If yes, elaborate.</b>	n/a
<b>Affordability assessment, including the identification of the required long term public commitments (explicit and implicit)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	According to Annex 1 of the Resolution of the Board No. 81, the initial project proposal shall contain information on the estimated cost of the project, the form of the State participation in support and implementation of the project, and the sources of financing (equity participation, national support, investor contribution, local contribution, and other contributions).
<b>Is there a specific methodology?</b>	No

<b>If yes, elaborate</b>	n/a
<b>Risk identification, allocation and assessment (risk matrix)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	According to Annex 2 of the Resolution of the Board No. 81, when employing the ranking method, important characteristics of the project are evaluated. One of those characteristics is: the potential for the definition and transmission of risks.
<b>Is there a specific methodology?</b>	No
<b>If yes, elaborate</b>	n/a
<b>Financial viability or bankability assessment.</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	According to Annex 2 of the Resolution of the Board No. 81, when employing the ranking method, important characteristics of the project are evaluated. These characteristics include: the volume of investments; the complexity; the use of the infrastructure or social services; degree of involvement of state-owned assets; estimated cash flows; access on the basis of the yield structure (Potential for direct collection of income); the potential for the definition and transmission risks; Potential for specifications based on result; Estimated life cycle / the duration of the contract; social / political acceptability of project.
<b>Is there a specific methodology?</b>	No
<b>If yes, elaborate</b>	n/a
<b>Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Annex 2 of Resolution of the Board No. 81 examines whether a PPP is the best option for such a project, or if a PPP is the relevant method of implementation.
<b>Is there a specific methodology?</b>	No
<b>If yes, elaborate</b>	n/a
<b>Market assessment (showing evidence of enough interest in the market for the project)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Annex 2 of the Resolution of the Board No. 81 includes an assessment evaluating the market interest in the project.
<b>Is there a specific methodology?</b>	No
<b>If yes, elaborate</b>	n/a
<b>Among the PPP projects procured within the last two (2) years, for how many of them were all of the required assessments conducted? Please elaborate:</b>	All of the projects
<b>Does the procuring authority include a draft PPP contract in the request for proposals?</b>	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 15 (2) of the PPP Law, the content of the request for proposals shall include a list of the bidding documents and a draft of the proposed agreements to the relevant partnership project.
<b>If no, please elaborate (provide examples):</b>	n/a
<b>Have standardized PPP model contracts and/or transaction documents been developed?</b>	No
<b>If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:</b>	n/a
<b>Does the procuring authority obtain the permits necessary to develop and operate the PPP project before calling for tenders in any of the following areas? Environmental permits.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Urban and zoning permits.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Other permits.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Does the procuring authority make available to PPPCo the necessary land or right of way to develop the PPP project (if any)? Land</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 31 (3) of the PPP Law, a contracting authority or other governmental bodies, in accordance with the provisions of the land legislation, shall make available to the private partner a land plot or, as appropriate, assist the private partner in obtaining such rights the land or, if necessary, assist the private partner in obtaining such rights related to the land plot for a partnership project, including the right to use the land plot, which may be needed for the partnership project.
<b>If no, please elaborate (provide explanation):</b>	n/a
<b>Does the procuring authority make available to PPPCo the necessary land or right of way to develop the PPP project (if any)? Right of way</b>	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 31 (4) of the PPP Law, the contracting authority or other governmental bodies, in accordance with the provisions of the legislation and the Agreement, shall make available to a private partner or, if necessary, assist the private partner to enjoy the right to enter upon, pass through, or do work or fix installations upon, property of third parties, as appropriate and required for the implementation of the partnership project.
<b>If no, please elaborate (provide explanation):</b>	n/a
<b>Does the regulatory framework establish any exceptions where the preparation process described above does not apply or allows for a “fast track” procedure?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Article 22 of the PPP Law establishes circumstances where an award can be given without the use of a competitive bidding procedure. These circumstances include: <ul style="list-style-type: none"> <li>a) When there is an urgent need for ensuring continuity in delivery of services and/or be this in case when implementation of standards established by this chapter is inappropriate, given the circumstances that caused this urgent need, were neither foreseeable by the contracting authority nor the result of any dilatory conduct on its part;</li> <li>b) where the partnership project is of short duration and the anticipated initial investment value does not exceed an amount prescribed by the Council;</li> <li>c) when the partnership project addresses issues of national defense or public security;</li> <li>d) when there is only one source that can provide the required services, including the services of intellectual property, trade secrets or other exclusive rights, which are owned or possessed by a certain person (persons);</li> <li>e) where the pre-selection bidding documents or a request for proposals was issued, but no responses were received, or when all the proposals failed to meet the evaluation criteria specified in the request for proposals, and if, in the opinion of the contracting authority, issuing new pre-selection bidding documents and a new request for proposals is not likely to result in an award of the contract within the required period of time;</li> <li>f) in other cases, where the Council approves such an exception for compelling reasons of national or public interest or in the cases of recognition in the interest of local governmental body;</li> </ul>
<b>What is the average number of calendar days that the procuring authority spends on each of the following activities to prepare a PPP project? Conducting the required assessments:</b>	30
<b>Obtaining the required approvals from other relevant authorities:</b>	30
<b>Preparing the draft PPP contract:</b>	30
<b>Obtaining any permits, land and/or right of way that the</b>	30

<b>procuring authority must provide according to the regulatory framework:</b>	
<b>PPP Procurement</b>	Score: 75
<b>Are the bid evaluation committee members required to meet specific qualifications?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b>	Pursuant to Article 19 (1) of the PPP law, a contracting authority shall establish an evaluation committee to evaluate proposals. The evaluation committee shall include a representative of an authorized governmental body (State Committee on Investment and State Property Management).
<b>If no, please elaborate (provide examples):</b>	n/a
<b>If yes, which of the following options best describes the required qualifications of the committee members? (Please select only one). The regulatory framework details the qualifications required and/or the specific membership of the bid evaluation committee.</b>	No
<b>If yes, please specify:</b>	n/a
<b>The regulatory framework requires generally sufficient qualification without detailing the specific qualifications required to be a member of the bid evaluation committee.</b>	Yes
<b>The regulatory framework does not include any provisions.</b>	No
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>Does the procuring authority issue a public procurement notice of the PPP?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	According to Section's 79 and 80 of Annex 1 of Resolution of the Board No. 81, notice of the tender is to be published in the official media and on the official website of the procuring authority and the website of the PPP Board. The tender notice has to be published no less than 20 business days prior to the deadline of the submission of bids.
<b>If yes, is the public procurement notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	www.ppp.tj
<b>Does the procuring authority grant the potential bidders a</b>	Yes

<b>minimum period of time to submit their bids?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Section 80 of Annex 1 of Resolution of the Board No. 81, the procurement notice has to be published no less than 20 working days prior to the deadline of the submission of applications to participate in the tender procedure.
<b>and the time in calendar days :</b>	30
<b>Do the tender documents detail the stages of the procurement process?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 10 (3) of the PPP Law, the call for expressions of interest shall include the following information: <ul style="list-style-type: none"> <li>- a description of the partnership project;</li> <li>- an indication of the mandatory elements of the partnership project;</li> <li>- services provided by the private partner;</li> <li>- financial measures envisaged by the contracting authority;</li> <li>- a brief description of the main prerequisites of the Agreement;</li> <li>- the way and place of applying for pre-qualification and deadlines, the date and the time allowed to bidders for preparation and submission of a call expression of interest;</li> <li>- the way and place of collecting the pre-qualification tender documents;</li> <li>- the appropriate application about the contracting authority stating that it has the right to submit proposals upon completion of the pre-qualification procedures only from a limited number of bidders that best meet the criteria for pre-qualification;</li> </ul>
<b>If no, please elaborate (provide examples):</b>	n/a
<b>Does the procurement process include a pre-qualification stage to select a number of qualified bidders to present the full proposal?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 13 (1) of the PPP Law, the contracting authority shall evaluate the qualifications of each bidder who has expressed interest in the pre-qualification using the criteria established by the pre-qualification bidding documents and the PPP Law, and submit for the consideration of the authorized governmental body.
<b>If yes, do the tender documents specify the prequalification criteria in order to make them available to all of the bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 10 (5) of the PPP Law, the Pre-qualification tender documents shall contain the following information: <ul style="list-style-type: none"> <li>a) The pre-qualification criteria;</li> <li>b) admissibility of a consortium;</li> <li>c) Restrictions, if any, on the number of pre-selected bidders to submit proposals by the end of the pre-qualification procedures and, if necessary, the method by which this selection will be carried out;</li> <li>d) Admissibility of an independent legal entity of the preferred bidder on request of the contracting authority in accordance with Article 27 of the PPP Law</li> </ul>
<b>Among the PPP procurement processes conducted within the last two (2) years that had</b>	All of the projects

<p>a prequalification stage, how many of them included prequalification criteria in the tender documents? Please elaborate</p>	
<p>Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Pursuant to Article 18 of the PPP Law, a contracting authority may, at its own initiative or as a result of a request for clarification from the bidder, review, clarify or change any aspect of the request for proposals. A contracting authority shall indicate in the record of the selection procedures the nature of and justification for any clarification or modification of request for proposals and communicate to all the bidders in the same manner as the request for proposals, at a reasonable time, but not later than 7 calendar days prior to the deadline for submission of proposals.</p>
<p>If yes, does the procuring authority disclose those questions and clarifications to all of the potential bidders?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Pursuant to Article 18 (2) of the PPP Law, the contracting authority shall indicate in the record of the selection procedures the nature of and justification for any clarification or modification of request for proposals and communicate to all the bidders in the same manner as the request for proposals, at a reasonable time, but not later than 7 calendar days prior to the deadline for submission of proposals.</p>
<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>	<p>None of the projects</p>
<p>Besides questions and clarifications, can the procuring authority conduct other types of dialogue with the potential bidders?</p>	<p>No</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>If yes, does the procuring authority disclose the content and the results of the dialogue to all of the potential bidders?</p>	<p>n/a</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>

<p><b>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:</b></p>	<p>None of the projects</p>
<p><b>Does the procuring authority require the bidders to prepare and present a financial model with their proposals ?</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>If no, please elaborate (provide examples):</b></p>	<p>Pursuant to Article 15 (3) of the PPP Law, a financial proposal is required, where the financial proposal shall contain the average cost of the proposed partnership project for the duration of the project. However, a financial model itself is not required.</p>
<p><b>Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Pursuant to Article's 20 (2) and 20 (3) of the PPP Law, evaluation of the proposals shall be indicated in the request for submission of bids and be in accordance with the evaluation criteria, ratio, the process for reviewing proposals, and their value designed to such criterion. To achieve the aforementioned goals and objectives, a contracting authority may establish thresholds with respect to minimum acceptable technical and financial proposals.</p>
<p><b>Among the PPP procurement processes conducted within the last two (2) years, in how many of them was the evaluation of the bidders conducted in accordance with the criteria stated in the tender documents? Please elaborate:</b></p>	<p>No Data</p>
<p><b>In the case where only one proposal is submitted (sole proposals), does the procuring authority follow any special procedure before awarding the PPP?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>According to Point 115 of Annex 1 of Resolution of the Board No. 81, if only one bid was submitted, then the tender procedure is considered void. However, in such a case, an agreement can be reached through the use of direct negotiations.</p>
<p><b>If yes, what of the following options best describes the way the procuring authority deals</b></p>	<p>Yes</p>

<b>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.</b>	
<b>Please specify:</b>	According to Point 115 of Annex 1 of Resolution of the Board No. 81, if only one bid was submitted, then the tender procedure is considered void. However, in such a case, an agreement can be reached through the use of direct negotiations.
<b>The regulatory framework considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</b>	No
<b>The regulatory framework does not allow the award of a PPP contract if only one proposal is submitted.</b>	No
<b>The regulatory framework does not include any provisions.</b>	No
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>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:</b>	161.25
<b>Does the procuring authority publish the award notice?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 25 of the PPP Law, notice on the award of a PPP contract shall be published in the respective manner except for contracts related to national and public security interests. Such a notice shall specify the private partner and the key terms of the PPP Contract.
<b>If yes, is the public procurement award notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	www.ppp.tj and on the website of the relevant procuring authority
<b>Does the procuring authority provide all the bidders with the result of the PPP procurement process?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Practice

<b>If no, please elaborate (provide examples):</b>	n/a
<b>If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Section 135 (3) of Annex 1 of Resolution of the Board No. 81, the result of the review and assessments of the bids will include: the name and location of the winner of the tender, the rationale of the decision on the winning bid (bidder).
<b>Does the regulatory framework restrict or regulate in any way negotiations with the selected bidder between the award and the signature of the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Among the PPP procurement processes conducted within the last two (2) years, in how many of them were the terms and conditions changed between the award and the signature of the PPP contract? Please elaborate:</b>	No Data
<b>Does the procuring authority publish the PPP contract?</b>	No
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If yes, is it published online?</b>	n/a
<b>If yes, please specify the website:</b>	n/a
<b>Does the regulatory framework establish any exceptions where the procurement process described above does not apply or allows for a “fast track” procedure?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Article 22 of the PPP Law establishes circumstances where an award can be given without the use of a competitive bidding procedure. These circumstances include: a) When there is an urgent need for ensuring continuity in delivery of services and be this in case when implementation of standards established by this chapter is inappropriate, given the circumstances that caused this urgent need, were neither foreseeable by the contracting authority nor the result of any dilatory conduct on its part;

	<p>b) where the partnership project is of short duration and the anticipated initial investment value does not exceed an amount prescribed by the Council;</p> <p>c) when the partnership project addresses issues of national defense or public security;</p> <p>d) when there is only one source that can provide the required services, including the services of intellectual property, trade secrets or other exclusive rights, which are owned or possessed by a certain person (persons);</p> <p>e) where the pre-selection bidding documents or a request for proposals was issued, but no responses were received, or when all the proposals failed to meet the evaluation criteria specified in the request for proposals, and if, in the opinion of the contracting authority, issuing new pre-selection bidding documents and a new request for proposals is not likely to result in an award of the contract within the required period of time;</p> <p>f) in other cases, where the Council approves such an exception for compelling reasons of national or public interest or in the cases of recognition in the interest of local governmental body;</p>
<b>Unsolicited proposals</b>	Score: 50
<b>Does the regulatory framework allow for the submission of unsolicited proposals? (if no, skip to section F)</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>Pursuant to Article 28 (1) of the PPP Law, a contracting authority may receive, review, evaluate, and accept unsolicited proposal or proposal submitted on one's own initiative on the PPP, if this proposal:</p> <p>a) Was developed and submitted independently by a stakeholder to participate in a partnership project;</p> <p>b) Is beneficial for the public;</p> <p>c) Was prepared without any input from the authorized governmental body or a contracting authority;</p> <p>d) Includes sufficient details and information required by a contracting authority to prepare a feasibility study.</p>
<b>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:</b>	0
<b>Does the procuring authority conduct an assessment to evaluate unsolicited proposals?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 28 (2) of the PPP Law, after preparing a feasibility study for an unsolicited proposal and receiving recommendations of the authorized governmental body, a contracting authority shall submit the unsolicited proposal and the feasibility study to the Council with a recommendation as to whether the tender meets the requirements of Article 9-21 or the requirements in Article 22 and 23 of the PPP Law.</p>
<b>If yes, does it ensure that the unsolicited proposal is consistent with the existing government priorities?</b>	No

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If yes, which of the following options best describes how unsolicited proposals are evaluated against existing government priorities? (Please select only one). The regulatory framework details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</b>	n/a
<b>If yes, please specify:</b>	n/a
<b>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</b>	n/a
<b>The regulatory framework does not include any provisions.</b>	n/a
<b>Other</b>	n/a
<b>please specify:</b>	n/a
<b>Among the unsolicited proposals approved within the last two (2) years, how many of them were a part of the existing government priorities? Please elaborate:</b>	n/a
<b>Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 28 (2) of the PPP Law, after preparing a feasibility study for an unsolicited proposal and receiving recommendations of the authorized governmental body, a contracting authority shall submit the unsolicited proposal and the feasibility study to the Council with a recommendation as to whether the tender meets the requirements of Article 9-21 or the requirements in Article 22 and 23 of the PPP Law, where Articles 9-21 set out regulations for the tender selection procedures.
<b>Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Section 80 of Annex 1 of Resolution of the Board No. 81, the procurement notice has to be published no less than 20 working days prior to the deadline to the submission of applications to participate in the tender procedure.
<b>and the time in calendar days:</b>	20
<b>Does the procuring authority use any of the following mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer.</b>	No
<b>Developer's fee (reimbursing the original proponent for the project development cost).</b>	Yes
<b>Bid bonus.</b>	No
<b>Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).</b>	No
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>PPP Contract Management</b>	Score: 66
<b>Has the procuring or contract management authority established a system to manage the implementation of the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any)</b>	Pursuant to Article 44 of the PPP Law, a contracting authority shall be responsible for ensuring the proper implementation, management, enforcement, monitoring, and reporting on the Agreement by the private partner.
<b>If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Participation of the members of the PPP contract management team in the PPP procurement process.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a

<b>Possibility to consult with PPP procurement experts when managing the PPP contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Elaboration of a PPP implementation manual or an equivalent document.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>If there is a contract management team, in how many of the PPP projects procured within the last two (2) years did the management system and tools fully inform the contact management team? Please elaborate:</b>	No Data
<b>Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 44 of the PPP Law, a contracting authority shall be responsible for ensuring the proper implementation, management, enforcement, monitoring, and reporting on the Agreement by the private partner.
<b>If yes, which of the following tools does it include (check all that apply)? PPPCo must provide the procuring or contract management authority with periodic operational and financial data.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring or contract management authority must periodically gather information on the performance of the PPP contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 8 of the PPP Law, the contracting authority has to present quarterly and annual reports to the authorized governmental body and the Council on the management of ongoing partnership projects, bidding, the conclusion of the Agreement and the implementation stage of each partnership project.

<b>The procuring or contract management authority must establish a risk mitigation mechanism.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The PPP contract performance information must be available to the public.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>Is PPP contract performance information publicly available online?</b>	No
<b>If yes, please specify the website:</b>	n/a
<b>Does the regulatory framework expressly regulate a change in the structure (i.e. stakeholder composition) of PPPCo?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Pursuant to Article 35 (1) of the PPP Law, unless otherwise provided for in the contract, a controlling interest or shares in a legal entity of the private partner shall not be transferred to third parties without the consent of the contracting authority.
<b>If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in PPPCo during an initial period (e.g. construction and first five years of operation).</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>In case of a change affecting the controlling interest, the replacing entity must meet the same technical qualifications as the original operator.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Flexibility to substitute non-controlling interest after the initial period.</b>	No

<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Does the regulatory framework expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions:</b>	Pursuant to Article 38 (1) of the PPP Law, an Agreement shall set out the extent to which a private partner is entitled to a revision of the Agreement with a view to providing compensation in the event that the cost of private partner’s performance of the Agreement has substantially increased or that the value that the private partner receives for such performance has substantially diminished as compared with the costs and the value of performance originally foreseen, as a result of: 1) changes in economic or financial conditions; or 2) changes in legislation or regulations not specifically applicable to the implemented project, provided that the economic, financial, legislative or regulatory changes: a) take place after the conclusion of the Agreement; b) are beyond the control of the private partner; and c) are of such a nature that the private partner could not reasonably be expected to have taken them into account at the time the Agreement was concluded or have avoided or overcome their consequences.
<b>If yes, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>A change in the risk allocation of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>A change in the investment plan or duration of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Pursuant to Article 41 of the PPP Law, the duration of the Agreement shall be set forth in the Agreement. The contracting authority may not agree to extend the term of the Agreement, except as a result of the following circumstances: <ul style="list-style-type: none"> <li>a) Delay, termination or suspension of the partnership project as a result of circumstances beyond the reasonable control of the parties;</li> <li>b) Suspension of a partnership project as a result of actions of the contracting authority or other governmental body;</li> <li>c) Increase in costs arising from requirements of the contracting authority not originally foreseen in the Agreement, if the private partner would not able to recover such costs without such extension;</li> <li>d) On agreement with the private partner, for reasons of national or public interest, as justified in the record to be kept by the contracting authority.</li> </ul>

<b>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.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Material Adverse government action.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Article 42 of the PPP Law sets out cases in which a contract can be terminated. A private partner can terminate a contract if the cost of the private partner's performance of the Agreement has substantially increased or the value that the private partner receives for such performance of the Agreement has substantially diminished as a result of acts or omissions of the contracting authority or other governmental body, and the parties have failed to agree on a revision of the Agreement.
<b>Change in the Law.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Pursuant to Article 37 of the PPP Law, the Agreement shall set out the extent to which a private partner is entitled to compensation in the event that the cost of the private partner's performance of the changes in the Agreement has substantially increased or that the value that the private partner receives for such performance has substantially diminished as compared with the costs and the value of performance originally foreseen, as a result of changes in legislation or other regulatory policies directly related to the partnership project.
<b>Refinancing.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>Other.</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions:</b>	n/a
<b>Does the regulatory framework establish a specific dispute resolution mechanism for PPPs?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions</b>	Article 46 of the PPP Law contains provisions for dispute settlement. It states that the relevant dispute settlement mechanism has to be established in the Agreement/contract.
<b>If yes, which of the following options best describes the dispute resolution mechanism for PPPs? (Please select only one). The regulatory framework details specific resolution mechanisms for disputes arising during the implementation of the PPP.</b>	No
<b>If yes, please specify:</b>	n/a

<b>The regulatory framework prescribes that a dispute resolution mechanism should be regulated in the contract.</b>	Yes
<b>The regulatory framework provide the parties with recourse to arbitration but no other alternative dispute resolution mechanism.</b>	No
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>Does the regulatory framework allow for the lenders to take control of the PPP project (lender step-in right) if either PPPCo defaults or if the PPP contract is under threat of termination for failure to meet service obligations?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Pursuant to Article 40 of the PPP Law, the contracting authority may agree with the request of any entity extending financing for the partnership project upon a material default by a private partner or other event that could otherwise justify the termination of the Agreement. But the private partner shall substitute a private partner with another person appointed to perform obligations under the present Agreement. The contracting authority may facilitate a private partner to securities, any receivables and assets of the partnership project in favor of a lender, subject to such terms as the contracting authority may determine in order to safeguard the successful implementation, completion of work, management, and control of the partnership project.
<b>If yes, which of the following options best describes the lender step-in right? (Please select only one). The regulatory framework expressly regulates the lender step-in rights.</b>	Yes
<b>If yes, please specify:</b>	Pursuant to Article 40 of the PPP Law, the contracting authority may agree with the request of any entity extending financing for the partnership project upon a material default by a private partner or other event that could otherwise justify the termination of the Agreement. But the private partner shall substitute a private partner with another person appointed to perform obligations under the present Agreement. The contracting authority may facilitate a private partner to securities, any receivables and assets of the partnership project in favor of a lender, subject to such terms as the contracting authority may determine in order to safeguard the successful implementation, completion of work, management, and control of the partnership project.
<b>The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.</b>	No

<b>The regulatory framework prescribes that a direct agreement should be signed with the lenders.</b>	No
<b>Other</b>	No
<b>please specify:</b>	n/a
<b>Does the regulatory framework expressly establish the grounds for termination of a PPP contract?</b>	Yes
<b>If yes, please specify:</b>	A contracting authority may terminate the Agreement in the following cases: a) in the event that it can no longer be reasonably expected that the private partner will be able or willing to perform its obligations, owing to insolvency, material default or otherwise; or b) for compelling reasons of national or public interest, subject to payment of compensation to the private partner, as agreed in the Agreement. A private partner shall not terminate the Agreement except under the following circumstances: a) in the event of material default by the contracting authority or other governmental body of its obligations under the Agreement; b) if the conditions for a revision of the Agreement in accordance with Article 40 of the PPP Law are met, but the parties have failed to agree on a revision of the Agreement; or c) if the cost of the private partner's performance of the Agreement has substantially increased or the value that the private partner receives for such performance of the Agreement has substantially diminished as a result of acts or omissions of the contracting authority or other governmental body, and the parties have failed to agree on a revision of the Agreement. Either party has the right to terminate this Agreement by mutual consent or if the performance of its obligations is rendered impossible by circumstances beyond a party's reasonable control.
<b>and provide the relevant legal/regulatory provisions:</b>	Article 42 of the PPP Law
<b>If yes, does the regulatory framework also establish the consequences for the termination of the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Pursuant to Article 43 of the PPP Law, an Agreement shall stipulate how compensation due to either party shall be calculated in the event of termination of the Agreement, and provide, where appropriate, for compensation for the fair value of works performed under the Agreement, costs incurred or losses sustained by either party, including, as appropriate, lost profits.
<b>Are you aware of any reforms (in practice or in laws, regulations, policies, etc.) related to PPPs that: Took place in 2015, are ongoing and/or are planned to be adopted BEFORE June 1, 2016?</b>	Yes
<b>Please describe:</b>	Amendments to the PPP Law
<b>Are you aware of any reforms (in practice or in laws, regulations, policies, etc.) related to PPPs that: 50.2. Are</b>	No



<b>ongoing and/or are planned to be adopted AFTER June 1, 2016?</b>	
<b>Please describe:</b>	n/a