



**PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN HUNGARY**

SURVEY QUESTION	ANALYSIS
<b>PPP Regulatory Framework</b>	
<b>2. Does the regulatory framework in your country allow procuring PPPs?</b>	Yes
<b>If yes, please specify the relevant regulatory framework and the year of adoption:</b>	<p>There is no explicit PPP act in Hungary. The general rules of public procurements and contracts are contained in Act V of 2013 on Civil Code (hereinafter: Civil Code) and Act CXLIII of 2015 on Public Procurement apply. More specifically:</p> <p>Act CXLIII of 2015 Public Procurement (“Procurement Act”)            Decree of the Government 320 of 2015 (X. 30.) on the central control and approval of public procurement (“Decree 32”) Decree of the Government 308 of 2015 (X. 27.) on the control of the performance of, and amendments to, the contracts concluded as a result of public procurement by the Public Procurement Authority (“Decree 308”).</p>
<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>	<p>(“APP”) (<a href="http://njt.hu/cgi_bin/njt_doc.cgi?docid=191285.331352">http://njt.hu/cgi_bin/njt_doc.cgi?docid=191285.331352</a>); (“Decree 320”) (<a href="http://njt.hu/cgi_bin/njt_doc.cgi?docid=191888.330441">http://njt.hu/cgi_bin/njt_doc.cgi?docid=191888.330441</a>); (“Decree 308”) (<a href="http://njt.hu/cgi_bin/njt_doc.cgi?docid=191802.332985">http://njt.hu/cgi_bin/njt_doc.cgi?docid=191802.332985</a>).</p>
<b>2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?</b>	Yes
<b>Please describe:</b>	<p>Act CLX of 2016 on the Amendments to APP and the related statutes; Act LXIII of 2016 on the Amendments to APP; Act XXX of 2016 on the Procurements for the Purposes of Defense and Security; Decree of the Government 29 of 2017 (II. 13.) on the amendments to Decrees of the Government concerning public procurement; Decree of the Government 487 of 2016 (XII. 28.) on the amendments to Decrees of the Government concerning public procurement; Decree of the Government 478 of 2016 (XII. 27.) on the amendment to Decree 320.</p>
<b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b>	No
<b>Please describe:</b>	n/a
<b>3.1 Besides national defense and other matters of national security, does the regulatory</b>	Yes

<p><b>framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.</b></p>	
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>Act CXCVI of 2011 on national assets provides that only the state or a state-owned entity may operate the national rail system. So, the prohibition does not specifically refer to PPP projects but to the general restriction of private entities' participation in that type of activities.</p>
<p><b>3.2 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Energy generation and distribution.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>3.4 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Telecom</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>3.5 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other</b></p>	<p>No</p>
<p><b>If yes, specify and provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?</b></p>	<p>No</p>

<b>If yes, please specify and provide the relevant legal/regulatory provision (if any):</b>	n/a
<b>5. Please identify the PPP procuring authorities in Hungary and provide their website(s) (if available):</b>	In Hungary there is no specific PPP procuring authority, in each project the competent public entity/ministry should be considered as the PPP procuring authority. Before 2012, there was a Governmental Decree issued in 2007 containing rules for PPP projects, and a specific PPP procuring authority existed (PPP committee), but they ceased to exist without new regulation/successor authority.
<b>6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?</b>	No
<b>If yes, please indicate its name, and its website (if available):</b>	n/a
<b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b>	n/a
<b>6.2 PPP capacity building for other public authorities.</b>	n/a
<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	n/a
<b>6.4 Technical support in implementing PPP projects.</b>	n/a
<b>6.5 Identification and selection of PPP projects from the pipeline.</b>	n/a
<b>6.6 Revision of fiscal risks born by the Government.</b>	n/a
<b>6.7 Consultation with affected communities on potential impact of PPP projects.</b>	n/a
<b>6.8 Approval of PPP projects.</b>	n/a
<b>6.9 Undertaking the procurement of PPPs.</b>	n/a
<b>6.10 Oversight of PPP implementation.</b>	n/a
<b>6.11 Other</b>	n/a
<b>6.11 please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions:</b>	n/a
<b>PPP Preparation</b>	

<b>8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	ESA 2010
<b>Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting according to International Public Sector Accounting Standards (IPSAS).</b>	No
<b>Accounting and reporting according to other international standard (e.g. European System of Accounts).</b>	Yes
<b>Please specify:</b>	ESA 2010
<b>Other.</b>	No
<b>Please specify:</b>	n/a

<b>9. 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 (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?</b>	No
<b>If yes, please specify the relevant authority</b>	n/a
<b>and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before signing the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>10. Does the procuring authority use transaction advisors during the PPP project cycle?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Section 27 (3) of the Public Procurement Act, the public procurement procedure, the preparation of the call and the procurement documents and the evaluation of the tenders and other stages of the procedure, on behalf of the contracting authority or persons involved in the procedure, must have jointly the professional, public procurement, legal and financial expertise. In the case of a public procurement procedure with a value of EUR 500,000 for a works contract that reaches the EU threshold in case of a works contract from a European Union source and the supply of goods and services, the contracting authority is obliged to engage an accredited public procurement consultant.</p>
<b>11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary</b>	No

<b>framework): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</b>	
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</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>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</b>	No
<b>If yes, please elaborate:</b>	n/a
<b>The procuring authority does not evaluate PPPs against existing government priorities.</b>	Yes
<b>Please elaborate and provide examples:</b>	The regulatory framework does not contain any provisions related to the evaluate of PPPs against existing government priorities.
<b>11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?</b>	n/a
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	n/a
<b>12.1 Which of the following assessments are conducted when identifying and preparing a PPP in order to</b>	No

<b>inform the decision to proceed with it? (check all that apply): Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)</b>	
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a
<b>12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a
<b>12.3. Risk identification, allocation and assessment (risk matrix)</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a
<b>12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives (i.e. value for</b>	No

money analysis, public sector comparator)	
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
<b>12.5. Financial viability or bankability assessment</b>	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
<b>12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)</b>	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
<b>12.7. Environmental impact assessment</b>	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology for the assessment?	n/a
If yes, please elaborate	n/a
Is the assessment done in practice?	n/a
Details:	n/a
<b>12.8. Consultation process with affected communities on potential impact of the PPP project</b>	No



<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a
<b>13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and specify which of the assessments are included in the request for proposals and/or tender documents:</b>	n/a
<b>13.1. Are the assessments published online?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>specify the website</b>	n/a
<b>please specify which of the assessments are published online:</b>	n/a
<b>14. 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>	According to Section 57 (1) Point (a) of the Procurement Act "...contracting authorities shall ...make available the following procurement documents annexed to the call for competition: a) the draft terms and conditions of the contract, except in the case of competitive procedures with negotiation and competitive dialogues, where the contracting authority has the right to apply the known contract terms and conditions instead of a draft contract (draft contract and contract terms and conditions hereinafter referred to collectively as "draft contract")"
<b>If no, please elaborate</b>	n/a
<b>14.1. Are the tender documents published online?</b>	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	The invitation to tender or invitation to participation is published online [Sections 37 (1) Points a) and b) of the Procurement Act], except in case of a negotiated procedure without prior publication [Section 98 of the Procurement Act]. The procuring authority may send the tender documents directly to the economic operators who indicated their interest, or it may publish the documents on the central website. Furthermore Section 43 (1) (a) of the Public Procurement Act, the contracting authority shall publish online (on the Public Procurement Database) or on its own website, the public procurement plan and its amendment immediately after its adoption.
<b>and please specify the website:</b>	Invitation to tender: <a href="http://ted.europa.eu">http://ted.europa.eu</a> , <a href="http://kozbeszerzes.hu/ertesito/">http://kozbeszerzes.hu/ertesito/</a> ; The tender documents: <a href="http://kba.kozbeszerzes.hu">http://kba.kozbeszerzes.hu</a>
<b>15. In a case comparable to the case study assumptions, 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>16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the following requirements? Obtaining the required urban permits: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes

<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.4. Obtaining the required land: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.5. Obtaining the required right of way: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>PPP Procurement</b>	
<b>18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.</b>	No

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The bid evaluation committee members require sufficient qualification without specific details.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Persons and bodies taking any part in the preparation of public procurement procedures, in the preparation of the notice and the procurement documents, as well as during the assessment of tenders and at any phase of the procedure on behalf of the contracting authority, shall have adequate professional qualifications in purchasing, legal issues and finances consistent with the subject-matter of the procedure. [Section 27 (3) of the Procurement Act]Section 27 (4) of the Procurement Act: the contracting authority shall set up a jury of at least three members, having the qualifications referred to in Subsection (3), for the assessment and evaluation of tenders according to the provisions of this Act, after the remedying of deficiencies and/or supplying information and explanations (Sections 71-72), where applicable..."[Section 27 (4) of the Procurement Act]
<b>The bid evaluation committee members are not required to have any specific qualifications.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<b>19. Does the procuring authority issue a public procurement notice of the PPP project?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Section 37 (6) of the Public Procurement Act, the contracting authority must send the notices to the Public Procurement Authority by electronic means and by means of a separate legal act specified by law. The contracting authority is obliged to publish the notices under this Act in accordance with the model specified in the separate law. The detailed rules for the applicable notice forms, their mandatory content elements, the sending and checking of notices, and the fee, cancellation and publication order of the audit are contained in a separate law. The notice fee is considered as an administrative service fee. The fee is to be paid by the Public Procurement Authority to its core business.
<b>19.1. If yes, is the public procurement notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	EU: <a href="http://ted.europa.eu">http://ted.europa.eu</a> , National website: <a href="http://kozbeszerzes.hu/ertesito/">http://kozbeszerzes.hu/ertesito/</a>
<b>20. Are foreign companies prohibited from participating in the bidding process?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a

<b>21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Section 81 (7) of the Public Procurement Act, In the invitation to tender, the contracting authority may not specify the time limit for the submission of tenders for a period shorter than thirty-five days from the date of dispatch of the notice of invitation to tender. The deadline for submitting tenders may be set at least 30 days from the date of dispatch of the notice of invitation to tender if the tenders can be submitted electronically in the tendering procedure.
<b>and the time in calendar days:</b>	35
<b>22.1. In a case comparable to the case study assumptions, which are the procurement procedures available and/or set as default for PPP projects? Open tendering:</b>	Yes
<b>Available</b>	
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Section 81 of the Public Procurement Act sets out the steps of the open procedure
<b>22.2. Restricted tendering (with pre-qualification stage):</b>	Yes
<b>Available</b>	
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to Section 82 (1) of the Public Procurement Act, a restricted procedure is a two-stage public procurement procedure whose first stage of participation is the decision of the contracting authority to decide on the suitability or inability of the candidate to perform the contract in accordance with the provisions of section 69. At the participation stage, the participant can not bid. At the second bidding stage of the procedure, only those who are qualified by the contracting authority and invited to tender may make an offer.
<b>22.3 Multi-stage tendering (with shortlisting of final candidate(s)):</b>	Yes
<b>Available</b>	
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to Section 85 (1) of the Public Procurement Act, the negotiated procedure is a two-stage public procurement procedure whose first stage of participation is the decision of the contracting authority to decide on the suitability or inability of the candidate to perform the contract in accordance with § 69. At the participation stage, the participant can not bid. At the second bidding stage of the procedure, the contracting authority will negotiate the terms of the contract with candidates qualified and invited to tender.
<b>22.4. Competitive dialogue:</b>	Yes
<b>Available</b>	

<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to Section 90 (1) of the Public Procurement Act, a competitive dialogue is a public procurement procedure in which the contracting authority, in accordance with the provisions of subsection 69, chooses to participate in the public procurement procedure in order to determine the type and conditions of the contract and to submit a bid.
<b>22.5. Direct negotiation with more than one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.6. Direct negotiation with only one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.7 Other. Specify:</b>	Concessions Procedure
<b>Available</b>	No
<b>Default</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	<p>According to Section 118 of the Public Procurement Act: (1) The bidder shall proceed according to this Part in the case of the purchase of a building or service concession exceeding or exceeding the national threshold for social and other services in Annex 3.</p> <p>(2) Disclosure of the notices shall be subject to different obligations under the separate legislation for concessions that do not reach the EU threshold and reach the threshold.</p> <p>3. The contracting authority shall freely establish the concession award procedure in Part One and in compliance with the principles and basic procedural rules of this Part.</p> <p>4. The concession procedure may consist of one or more stages, the procedure for initiating the procedure shall be provided in the notice of initiation, in the case of a multi-stage procedure for the purpose of each stage and the indicative date of completion. More detailed information on the procedure can be provided in other public procurement documents, in which case it is necessary to provide clear information on the point at which the tenderer is bound by tenderers. If the contracting authority clarifies the procedure for the procedure in the procedure, it shall notify all the economic operators in the procedure, in the case of the basic information contained in the notice of initiation or in the case of changes in the procurement documents,</p>
<b>22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?</b>	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>According to the Public Procurement Act: (1) ...contracting authorities shall make available the following procurement documents annexed to the call for competition: b) information made available to tenderers and candidate tenderers with a view to drawing up their tenders and request to participate, a list of certificates and statements to be enclosed with the tender or request to participate, and a model of European Single Procurement Document. Contracting authorities may supply additional model certificates and statements recommended. [Section 57 (1), Point b) of the Procurement Act]Contracting authorities may prescribe that at least one tenderer or candidate tenderer, or at least one subcontractor indicated in the tender or request to participate is required to obtain the procurement documents for each tender or request to participate, or to access them by way of electronic means prior to the time limit for the submission of tenders or the time limit for participation.” [Section 57 (2), Point b) of the Procurement Act]</p>
<b>If no, please elaborate:</b>	<p>n/a</p>
<b>22.9. Do the tender documents specify the prequalification/shortlisting criteria (when applicable) in order to make them available to all the bidders?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Section 12 (1) Point d) of Government Decree No. 307/2015 (X.27)</p>
<b>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</b>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	<p>No regulatory basis</p>
<b>If no, please elaborate:</b>	<p>n/a</p>
<b>23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Section 56 (1) of the Public Procurement Act, in the interest of responsive tendering or requesting to participate, any economic operator who has the capacity to participate in the given public procurement procedure as a tenderer or candidate tenderer may request additional information in connection with the procurement documents from the contracting authority or the body it has nominated</p>
<b>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and</b>	<p>Yes</p>

<b>clarifications to all potential bidders?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 56 (5) of the Public Procurement Act, supplementary information shall be provided in such a way as not to prejudice the equal opportunities of economic operators. The full content of the information should be made available or sent to all economic operators whose interest in the procedure has been indicated to the contracting authority, in the bidding phase of the multi-stage procedures and in the case of non-public tendering procedures to all economic operators directly invited to tender or participation. In the provision of supplementary information, the contracting entity does not indicate which economic operator has been asked and which of the economic operators to whom the response has been sent.
<b>23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	Yes
<b>If yes, please specify:</b>	Under the Procurement Act the provision of clarification is mandatory. In case a procuring authority denies the provision of clarification, the participating entities or the Public Procurement Authority may initiate a legal remedy procedure against the procurement procedure.
<b>If no, please elaborate:</b>	n/a
<b>24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	According to Section 56 (5) and 56 (6) of the Public Procurement Act: 5) Additional information shall be provided in such a way that it does not compromise the equal opportunities of economic operators. The full content of the information should be made available or sent to all economic operators whose interest in the procedure has been indicated to the contracting authority in the bidding phase of the multi-stage procedures and in the case of non-public tendering procedures to all economic operators directly invited to tender or participation. In the provision of supplementary information, the contracting entity does not indicate which economic operator has been asked and which of the economic operators to whom the response has been sent. 6) Additional information may also be provided in the form of a consultation. In that case, the date and place of the consultation shall be given in the notice of initiation. A consultation paper shall be drawn up which shall be sent within five days of the date of consultation or made available electronically to the operators referred to in paragraph 5.
<b>24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the results of the pre-bid conference to all bidders?</b>	Yes



<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>According to Section 56 (5) and 56 (6) of the Public Procurement Act:            5) Additional information shall be provided in such a way that it does not compromise the equal opportunities of economic operators. The full content of the information should be made available or sent to all economic operators whose interest in the procedure has been indicated to the contracting authority in the bidding phase of the multi-stage procedures and in the case of non-public tendering procedures to all economic operators directly invited to tender or participation . In the provision of supplementary information, the contracting entity does not indicate which economic operator has been asked and which of the economic operators to whom the response has been sent.            6) Additional information may also be provided in the form of a consultation. In that case, the date and place of the consultation shall be given in the notice of initiation. A consultation paper shall be drawn up which shall be sent within five days of the date of consultation or made available electronically to the operators referred to in paragraph 5.</p>
<p><b>24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b></p>	<p>Yes</p>
<p><b>If yes, please specify:</b></p>	<p>Contributors indicated that this is generally done in practice</p>
<p><b>If no, please elaborate:</b></p>	<p>n/a</p>
<p><b>25. In a case comparable to the case study assumptions, 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:</b></p>	<p>There is no such legal requirement.</p>
<p><b>26. 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 Section 125 of the Public Procurement Act: (1) Objective evaluation criteria shall be used for the selection of the successful tenderer. For the purposes of determining valuation criteria, paragraphs 1 to 8 and 11 and 13 of Article 76 shall apply, except in the case of sub-criteria evaluated in the context of evaluation criteria, instead of sufficient weight, to indicate them in descending order of importance.            (2) In the notice of initiation, the evaluation criteria are given in sufficient order of decreasing order of importance, their weight and the other information referred to in Section 76 para. (9), and the description of the methodology used in the evaluation are defined in the procurement</p>

	<p>documents.</p> <p>(3) When applying life-cycle costing, Section 78 shall also apply.</p> <p>4. Where a tender proposing offers an exceptionally high-performance, innovative solution and that solution can not be anticipated by a diligent contracting entity, the contracting authority may exceptionally modify, by retaining the order of priority given in the notice of initiation, or the order of importance of the sub-criteria given in their context. In this case, the contracting authority shall inform all tenderers of the change and submit a new call for tender, taking into account the minimum bid limit of 22 days as provided for in Section 123 (2). The option provided for in this paragraph may only be exercised by the contracting authority if the procedure has to be submitted in a multi-stage, invitations to tender procedure.</p> <p>Furthermore, According to Article 69 (3) of the Public Procurement Act, the tenders found to be satisfactory in accordance with paragraph 2 shall be evaluated by the contracting authority in the light of the evaluation criteria.</p>
<b>Evaluation criteria is not set in the tender documents</b>	No
<b>27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.</b>	No
<b>Please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</b>	Yes
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>The procuring authority does not award a PPP contract if only one proposal is submitted.</b>	No
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework does not include any provisions.</b>	No

<b>28. 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>	<p>According to Section 37 (2) of the Public Procurement Act, the contracting authority shall provide the prospectus for the outcome of the procedure referred to in paragraph 1 ( h) to (i) not later than the conclusion of the contract or, failing that, the ineffectiveness of the procedure or refusal to conclude the contract [Article 131. § (9)] to submit for publication within ten working days following the decision of the contracting authority. The contract award procedure ends with the publication of this notice.</p>
<b>28.1. If yes, is the public procurement award notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	<a href="http://kozbeszerzes.hu/">http://kozbeszerzes.hu/</a>
<b>29. 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>	<p>According to Section 79 of the Public Procurement Act, (1) The contracting authority shall inform in writing tenderers or candidate tenderers concerning the results of the procedure, or the entry stage of the procedure, or if the procedure was declared unsuccessful, on declaring a tender or request to participate submitted, respectively, by a tenderer or candidate tenderer inadmissible, on the exclusion of any economic operator, including the detailed reasons, at the earliest opportunity, in any case within not more than three working days of the date on which the respective decision was made.(2) Upon conclusion of the assessment of tenders and requests to participate, the contracting authority shall draw up a written report on the tenders and requests to participate received in accordance with the model set out in specific other legislation. Upon conclusion of the assessment of tenders and requests to participate, the contracting authority shall make available the information referred to in Subsection (1) by way of sending the written report to all tenderers, and all candidate tenderers upon conclusion of the entry stage, simultaneously by way of fax or electronic means.(3) The assessment report shall be sent, upon request, to the European Commission, the Közbeszerzési Hatóság (Procurement Authority), any other body authorized to oversee public procurement procedures, or to the Gazdasági Versenyhivatal (Hungarian Competition Authority). The report shall be sent to the European Commission via the minister in charge of public contracts.</p> <p>Furthermore, According to Section 127 (1) of the Public Procurement Act: The contracting authority is obliged to inform in writing (by fax or electronic means) of the outcome of the procedure, of the ineffectiveness of the procedure, of any tenderer or tenderer who has applied for the procedure, or before the demerger, the economic operators who have expressed their interest in the procedure the offer of a tenderer or its participation in a contract, the exclusion of an economic operator and their detailed reasons, as soon as possible, but no later than three working days after the decision has</p>

	been taken. Upon conclusion of the evaluation of the tenders, the contracting authority shall prepare a written summary and, at the same time,
<b>If no, please elaborate:</b>	n/a
<b>29.1. 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>	<p>According to Section 79 of the Public Procurement Act, (1) The contracting authority shall inform in writing tenderers or candidate tenderers concerning the results of the procedure, or the entry stage of the procedure, or if the procedure was declared unsuccessful, on declaring a tender or request to participate submitted, respectively, by a tenderer or candidate tenderer inadmissible, on the exclusion of any economic operator, including the detailed reasons, at the earliest opportunity, in any case within not more than three working days of the date on which the respective decision was made.</p> <p>Furthermore, according to Section 127 (1) of the Public Procurement Act: The contracting authority is obliged to inform in writing (by fax or electronic means) of the outcome of the procedure, of the ineffectiveness of the procedure, of any tenderer or tenderer who has applied for the procedure, or before the demerger, the economic operators who have expressed their interest in the procedure the offer of a tenderer or its participation in a contract, the exclusion of an economic operator and their detailed reasons, as soon as possible, but no later than three working days after the decision has been taken. Upon conclusion of the evaluation of the tenders, the contracting authority shall prepare a written summary and, at the same time,</p>
<b>30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 131 (6) of the Public Procurement Act: The contracting authority is obliged to conclude the contract during the period of validity of the bid under paragraph (5). Unless otherwise provided in this Act, the contract may not be concluded by written summary if the summary is improved and the data on the effectiveness of the procedure, the validity of the bid or the result of the evaluation are modified until the expiry of the ten-day period following the date of submission of the modified summary , in the case of the procedure under § 115, until the expiry of the five-day period following the date of the written summary.
<b>and the time in calendar days:</b>	10
<b>30.1. Is the standstill period set out in the notice of intention to award?</b>	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 46 (2) (a) of the EU Directives: a contract may not be concluded following the decision to award a contract falling within the scope of Directive 2014/24/EU or Directive 2014/23/EU before the expiry of a period of at least 10 calendar days with effect from the day following the date on which the contract award decision is sent to the tenderers and candidates concerned if fax or electronic means are used or, if other means of communication are used, before the expiry of a period of either at least 15 calendar days with effect from the day following the date on which the contract award decision is sent to the tenderers and candidates concerned or at least 10 calendar days with effect from the day following the date of the receipt of the contract award decision.';
<b>31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of the PPP contract in order to prevent an unfair disadvantage to the other bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Section 131 (1) of the Procurement Act, in accordance with the effective public procurement procedure, the contract must be concluded in writing with the winning bidder, in the case of joint bidding with the winning bidders, in accordance with the final terms and conditions of the contract, contract design and tender.
<b>31.1. Based on your experience, is it always the case that this restriction is respected in practice?</b>	Yes
<b>If yes, please specify:</b>	No regulatory basis
<b>If no, please elaborate:</b>	n/a
<b>32. Does the procuring authority publish the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Contracting authorities shall publish the following in the Közbeszerzési Adatbázis (Public Procurement Databank) of the Közbeszerzési Hatóság (Procurement Authority) or - if publication in the Databank is not possible for any reason - on its own website or on the website of its superior body:d) contracts awarded on the basis of public procurement procedures, immediately after they are concluded"[Section 43 (1) of the Procurement Act]The contracting authority shall make available the contracts...at least for a period of five years from the time of performance, if published online. [Section 43 (5) of the Procurement Act]
<b>32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP contract including all its annexes and appendixes</b>	No

<b>Publication of the full PPP contract without including all its annexes and appendixes</b>	Yes
<b>Publication of a summary of the PPP contract without publishing the full PPP contract</b>	No
<b>Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes</b>	No
<b>Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes</b>	No
<b>32.2. If yes, is it published online?</b>	Yes
<b>If yes, please specify the website:</b>	<a href="http://kba.kozbeszerzes.hu">http://kba.kozbeszerzes.hu</a> , or the website of the procuring authority
<b>32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Section 37 (1) (j) of the Procurement Act, contracting authorities shall publish: j) notices of contract amendment.(5) Contracting authorities shall send the notice of contract amendment provided for in Paragraph j) of Subsection (1) for publication within fifteen working days from the effective date of such amendments.
<b>PPP Contract Management</b>	
<b>41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>41.1. If yes, which of the following tools does it include (check all that apply)?: Establishment of a PPP contract management team</b>	n/a
<b>Relevant legal/regulatory provisions (if any):</b>	n/a

Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa	n/a
Relevant legal/regulatory provisions (if any):	n/a
Elaboration of a PPP implementation manual or an equivalent document	n/a
Relevant legal/regulatory provisions (if any):	n/a
Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)	n/a
Relevant legal/regulatory provisions (if any):	n/a
Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)	n/a
Relevant legal/regulatory provisions (if any):	n/a
41.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please select only one): The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications.	n/a
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are required to meet sufficient qualification without specific details.	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a

The PPP contract management team members are not required to meet any specific qualifications.	n/a
Please elaborate and provide examples:	n/a
42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
42.1. If yes, is the PPP contract construction performance information made available to the public?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
42.2. If yes, is the PPP contract construction performance information made publicly available online?	n/a
If yes, please specify the website:	n/a
43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	In Hungary no specific management authority is established for the purposes of contract management. According to the general rula applicable to all public procurement contracts, it is the contracting authority which must document the facts relating to the performance of a contract, including monitoring and documenting the fulfillment of contractual obligations that were taken into account for the purpose of assessment in the public procurement procedure, as well as any performance lacking conformity, the reasons and, where applicable, the enforcement of claims stemming from non-performance. [Section 142 of the Procurement Act]
43.1. If yes, which of the following tools does it include (check all that apply)? Performance is assessed against evaluation criteria set	No



<b>in the tender documents and the PPP contract</b>	
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>The private partner must provide the procuring or contract management authority with periodic operational and financial data</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	No regulatory basis
<b>The procuring or contract management authority must periodically gather information on the performance of the PPP contract</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	No regulatory basis
<b>The PPP contract performance information must be available to the public</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>43.2. Is PPP contract performance information made publicly available online?</b>	Yes
<b>If yes, please specify the website:</b>	Procurement Authority Website
<b>44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of</b>	Yes

<b>the private partner and/or assignment of the PPP contract?</b>	
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Pursuant to Section 139 of the Procurement Act:</p> <p>(1) The person or parties to the contractor may only change in the following cases:</p> <p>(a) if, pursuant to a clear contractual provision in accordance with the conditions set forth in Article 141 (4) ( a ) , a legal succession is made by a legal person or by a legal person nominated by it for the purpose of providing for funding for a project company or for security of performance; or</p> <p>(b) where a legal succession in the person of a Contracting Party occurs as a result of the transformation, merger, division or other termination of legal succession of a legal person or a partial legal succession where a whole business (including its contracts, assets and employees) - in the case of a legal entity other than a business association, the entire department providing the relevant activity is transferred to the legal successor or transferred to the contract for the insolvency proceedings relating to the original contractor; if the successor to the contract does not fall within the scope of the exclusionary reason for the procurement procedure, - complies with the eligibility requirements of the procurement procedure in accordance with the rules governing the tenderer, applying Section 138 (2) - (4), and It aims to circumvent the application of the law.</p> <p>(2) In addition to the cases referred to in paragraph 1, the person of the contractor may change only as a result of a new public procurement procedure. The provisions of Article 141 shall apply to changes in other elements of the legal relationship.</p> <p>(3) The legal succession of a Contracting Party acting as contracting entity may not seek to circumvent the application of this Act.</p>
<b>45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first five years of operation).</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</p>
<b>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</b>	<p>Yes</p>
<b>If yes, please provide the relevant</b>	<p>Pursuant to Section 139 of the Procurement Act:</p> <p>(1) The person or parties to the contractor may only change in the following</p>

<p><b>legal/regulatory/standard contractual provisions (if any):</b></p>	<p>cases:</p> <p>(a) if, pursuant to a clear contractual provision in accordance with the conditions set forth in Article 141 (4) ( a ) , a legal succession is made by a legal person or by a legal person nominated by it for the purpose of providing for funding for a project company or for security of performance; or</p> <p>(b) where a legal succession in the person of a Contracting Party occurs as a result of the transformation, merger, division or other termination of legal succession of a legal person or a partial legal succession where a whole business (including its contracts, assets and employees) - in the case of a legal entity other than a business association, the entire department providing the relevant activity is transferred to the legal successor or transferred to the contract for the insolvency proceedings relating to the original contractor; if the successor to the contract does not fall within the scope of the exclusionary reason for the procurement procedure, - complies with the eligibility requirements of the procurement procedure in accordance with the rules governing the tenderer, applying Section 138 (2) - (4), and It aims to circumvent the application of the law.</p> <p>(2) In addition to the cases referred to in paragraph 1, the person of the contractor may change only as a result of a new public procurement procedure. The provisions of Article 141 shall apply to changes in other elements of the legal relationship.</p> <p>(3) The legal succession of a Contracting Party acting as contracting entity may not seek to circumvent the application of this Act.</p>
<p><b>In other cases, flexibility to change the ownership structure and/or assign the contract.</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>Pursuant to Section 139 of the Procurement Act:</p> <p>(1) The person or parties to the contractor may only change in the following cases:</p> <p>(a) if, pursuant to a clear contractual provision in accordance with the conditions set forth in Article 141 (4) ( a ) , a legal succession is made by a legal person or by a legal person nominated by it for the purpose of providing for funding for a project company or for security of performance; or</p> <p>(b) where a legal succession in the person of a Contracting Party occurs as a result of the transformation, merger, division or other termination of legal succession of a legal person or a partial legal succession where a whole business (including its contracts, assets and employees) - in the case of a legal entity other than a business association, the entire department providing the relevant activity is transferred to the legal successor or transferred to the contract for the insolvency proceedings relating to the original contractor; if the successor to the contract does not fall within the scope of the exclusionary reason for the procurement procedure, - complies with the eligibility requirements of the procurement procedure in accordance with the rules governing the tenderer, applying Section 138 (2) - (4), and It aims to circumvent the application of the law.</p> <p>(2) In addition to the cases referred to in paragraph 1, the person of the contractor may change only as a result of a new public procurement procedure. The provisions of Article 141 shall apply to changes in other</p>

	<p>elements of the legal relationship.</p> <p>(3) The legal succession of a Contracting Party acting as contracting entity may not seek to circumvent the application of this Act.</p>
<p><b>46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>According to Section 141 of the Procurement Act:</p> <p>1) The provisions of this chapter shall apply to the amendment of the contract by either the parties to the contract or to one of the parties entitled to do so and to change the legal relationship of the parties in accordance with the provisions of the contract (hereafter: contract amendment).</p> <p>2. Without prejudice to the conditions set out in paragraphs 4 or 6, the contract may be amended without the completion of a new public procurement procedure if, as a result of the amendment, the increase in the counter value or, in the case of a number of changes, the net total value thereof is less than one of the following neither</p> <p>(a) in the case of an initial contract with an EU value threshold, the EU threshold;</p> <p>b) 116 services, supplies and works and services concessions of 10% of the value of the original contract, 15% of the original contract value in case of works;</p> <p>and the amendment does not change the general nature of the contract and fits the nature of the original contract.</p> <p>(3) 117 Paragraph 2 may be applied to the amendment of a contract which results in a change in the value of a contract, in the event of a modification affecting several elements of a contractual relationship, those elements of the amendment relating to the change in value. Paragraph 2 shall not apply to the amendment of a contract where the contracting authority initiated the contract award procedure under the rules which would not have been legally applicable if the contracting authority had determined the estimated value of the procedure, taking into account the value of the contract after the change in the contract.</p> <p>4. In addition to the cases provided for in paragraph 2, the contract may be amended or amended without any further examination of the conditions set out in paragraph 6 in any of the following cases:</p> <p>(a) if the contract is in a foreseeable manner in advance to all tenderers, it shall clearly state the exact terms and content of the later change in the content of the contract (including exercise of the option). Such contractual terms may not, however, contain any modification which would alter the general nature of the contract;</p> <p>b) the purchase of additional works, services or goods from the original contractor, which were not included in the original contract, if the change in the person's behalf</p> <p>(ba) not feasible for economic or technical reasons, in particular because of the interchangeability or cooperation with existing equipment, services or</p>

	<p>facilities obtained through the original contract; and</p> <p>(bb) the contracting entity would suffer significant disadvantage or multiplied costs. The increase in the amount of the consideration - or, in the case of a number of changes, the aggregate net value thereof - may not exceed 50% of the value of the original contract;</p> <p>(c) if the following conditions are met:</p> <p>(ca) the change was required by conditions which the contracting authority could not have foreseen in advance;</p> <p>(cb) the amendment does not change the general nature of the contract;</p> <p>cc) the increase in the value does not exceed 50% of the value of the original contract. If several modifications are made successively due to several non-related circumstances under ( ca ) , this restriction shall apply to the net value of each variation. Consecutive modifications may not aim to circumvent this provision.</p> <p>5. For the purposes of paragraph 2 and paragraph 4 ( b) and (c) , the actual indexed contractual consideration may be taken into account as the value of the original contract if the contract for the indexation of remuneration in accordance with paragraph 4 ( a) contains a provision. In the case of a construction and service concession, if the contract does not contain an indexation provision, the updated value may be calculated taking into account the annual average inflation value published by the Central Statistical Office.</p> <p>6. In addition to the cases provided for in paragraphs 2 and 4, the contract may be amended without a new procurement procedure if the amendment is irrelevant. Modification of the contract is essential if it sets out substantive terms that differ significantly from the original contractual conditions. Amendment shall always be considered as relevant if</p> <p>(a) it lays down conditions which, if included in the pre-contract award procedure, would have allowed the participation of other bidders (candidates) outside the bidders who were originally involved (bidders) or the winner of another bid instead of the winning bid;</p> <p>(b) changes the economic balance of the contract to the benefit of the successful tenderer; or</p> <p>(c) the amendment extends the subject matter of the contract to a significant new element in relation to the contractor’s obligation under the original contract.</p> <p>(7) Except as provided in paragraph 4 ( a) , the contracting authority shall publish a contract notice with the content specified in the separate legal act for the amendment of the contract.</p> <p>(8) In addition to the cases provided for in this Section, the contract may be amended only as a result of a new public procurement procedure. If the amendment of the contract takes place without the unlawfulness of the public procurement procedure, the amendment shall be null and void pursuant to Section 137 (1) ( a) .</p>
<b>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</b>	<p>Yes</p>
<b>If yes, please provide the relevant</b>	<p>In case of the procurement procedures initiated by certain contracting authorities, a control body (Prime Minister’s Office) is responsible for the</p>

<b>legal/regulatory/standard contractual provisions (if any):</b>	approval of the amendment of contracts [Section 2 of Government Decree 320/2015 (X.30.) on the central control and authorization of procurement procedures].
<b>46.2. If yes to question 46, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>According to Section 141 of the Procurement Act:</p> <p>1) The provisions of this chapter shall apply to the amendment of the contract by either the parties to the contract or to one of the parties entitled to do so and to change the legal relationship of the parties in accordance with the provisions of the contract (hereafter: contract amendment).</p> <p>2. Without prejudice to the conditions set out in paragraphs 4 or 6, the contract may be amended without the completion of a new public procurement procedure if, as a result of the amendment, the increase in the countervalue or, in the case of a number of changes, the net total value thereof is less than one of the following neither</p> <p>(a) in the case of an initial contract with an EU value threshold, the EU threshold;</p> <p>b) 116 services, supplies and works and services concessions of 10% of the value of the original contract, 15% of the original contract value in case of works;</p> <p>and the amendment does not change the general nature of the contract and fits the nature of the original contract.</p> <p>(3) 117 Paragraph 2 may be applied to the amendment of a contract which results in a change in the value of a contract, in the event of a modification affecting several elements of a contractual relationship, those elements of the amendment relating to the change in value. Paragraph 2 shall not apply to the amendment of a contract where the contracting authority initiated the contract award procedure under the rules which would not have been legally applicable if the contracting authority had determined the estimated value of the procedure, taking into account the value of the contract after the change in the contract.</p> <p>4. In addition to the cases provided for in paragraph 2, the contract may be amended or amended without any further examination of the conditions set out in paragraph 6 in any of the following cases:</p> <p>(a) if the contract is in a foreseeable manner in advance to all tenderers, it shall clearly state the exact terms and content of the later change in the content of the contract (including exercise of the option). Such contractual terms may not, however, contain any modification which would alter the general nature of the contract;</p> <p>b) the purchase of additional works, services or goods from the original contractor, which were not included in the original contract, if the change in the person's behalf</p> <p>(ba) not feasible for economic or technical reasons, in particular because of the interchangeability or cooperation with existing equipment, services or facilities obtained through the original contract; and</p>

	<p>(bb) the contracting entity would suffer significant disadvantage or multiplied costs. The increase in the amount of the consideration - or, in the case of a number of changes, the aggregate net value thereof - may not exceed 50% of the value of the original contract;</p> <p>(c) if the following conditions are met:</p> <p>(ca) the change was required by conditions which the contracting authority could not have foreseen in advance;</p> <p>(cb) the amendment does not change the general nature of the contract;</p> <p>cc) the increase in the value does not exceed 50% of the value of the original contract. If several modifications are made successively due to several non-related circumstances under ( ca ) , this restriction shall apply to the net value of each variation. Consecutive modifications may not aim to circumvent this provision.</p> <p>5. For the purposes of paragraph 2 and paragraph 4 ( b) and (c) , the actual indexed contractual consideration may be taken into account as the value of the original contract if the contract for the indexation of remuneration in accordance with paragraph 4 ( a) contains a provision. In the case of a construction and service concession, if the contract does not contain an indexation provision, the updated value may be calculated taking into account the annual average inflation value published by the Central Statistical Office.</p> <p>6. In addition to the cases provided for in paragraphs 2 and 4, the contract may be amended without a new procurement procedure if the amendment is irrelevant. Modification of the contract is essential if it sets out substantive terms that differ significantly from the original contractual conditions. Amendment shall always be considered as relevant if</p> <p>(a) it lays down conditions which, if included in the pre-contract award procedure, would have allowed the participation of other bidders (candidates) outside the bidders who were originally involved (bidders) or the winner of another bid instead of the winning bid;</p> <p>(b) changes the economic balance of the contract to the benefit of the successful tenderer; or</p> <p>(c) the amendment extends the subject matter of the contract to a significant new element in relation to the contractor’s obligation under the original contract.</p> <p>(7) Except as provided in paragraph 4 ( a) , the contracting authority shall publish a contract notice with the content specified in the separate legal act for the amendment of the contract.</p> <p>(8) In addition to the cases provided for in this Section, the contract may be amended only as a result of a new public procurement procedure. If the amendment of the contract takes place without the unlawfulness of the public procurement procedure, the amendment shall be null and void pursuant to Section 137 (1) ( a) .</p>
<b>A change in the risk allocation of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	No regulatory basis

<b>A change in the financial and/or economic balance of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>According to Section 141 of the Procurement Act:</p> <p>1) The provisions of this chapter shall apply to the amendment of the contract by either the parties to the contract or to one of the parties entitled to do so and to change the legal relationship of the parties in accordance with the provisions of the contract (hereafter: contract amendment).</p> <p>2. Without prejudice to the conditions set out in paragraphs 4 or 6, the contract may be amended without the completion of a new public procurement procedure if, as a result of the amendment, the increase in the counter value or, in the case of a number of changes, the net total value thereof is less than one of the following neither</p> <p>(a) in the case of an initial contract with an EU value threshold, the EU threshold;</p> <p>b) 116 services, supplies and works and services concessions of 10% of the value of the original contract, 15% of the original contract value in case of works;</p> <p>and the amendment does not change the general nature of the contract and fits the nature of the original contract.</p> <p>(3) 117 Paragraph 2 may be applied to the amendment of a contract which results in a change in the value of a contract, in the event of a modification affecting several elements of a contractual relationship, those elements of the amendment relating to the change in value. Paragraph 2 shall not apply to the amendment of a contract where the contracting authority initiated the contract award procedure under the rules which would not have been legally applicable if the contracting authority had determined the estimated value of the procedure, taking into account the value of the contract after the change in the contract.</p> <p>4. In addition to the cases provided for in paragraph 2, the contract may be amended or amended without any further examination of the conditions set out in paragraph 6 in any of the following cases:</p> <p>(a) if the contract is in a foreseeable manner in advance to all tenderers, it shall clearly state the exact terms and content of the later change in the content of the contract (including exercise of the option). Such contractual terms may not, however, contain any modification which would alter the general nature of the contract;</p> <p>b) the purchase of additional works, services or goods from the original contractor, which were not included in the original contract, if the change in the person's behalf</p> <p>(ba) not feasible for economic or technical reasons, in particular because of the interchangeability or cooperation with existing equipment, services or facilities obtained through the original contract; and</p> <p>(bb) the contracting entity would suffer significant disadvantage or multiplied costs. The increase in the amount of the consideration - or, in the case of a number of changes, the aggregate net value thereof - may not exceed 50% of the value of the original contract;</p> <p>(c) if the following conditions are met:</p> <p>(ca) the change was required by conditions which the contracting authority</p>



	<p>could not have foreseen in advance;</p> <p>(cb) the amendment does not change the general nature of the contract;</p> <p>cc) the increase in the value does not exceed 50% of the value of the original contract. If several modifications are made successively due to several non-related circumstances under ( ca ) , this restriction shall apply to the net value of each variation. Consecutive modifications may not aim to circumvent this provision.</p> <p>5. For the purposes of paragraph 2 and paragraph 4 ( b) and (c) , the actual indexed contractual consideration may be taken into account as the value of the original contract if the contract for the indexation of remuneration in accordance with paragraph 4 ( a) contains a provision. In the case of a construction and service concession, if the contract does not contain an indexation provision, the updated value may be calculated taking into account the annual average inflation value published by the Central Statistical Office.</p> <p>6. In addition to the cases provided for in paragraphs 2 and 4, the contract may be amended without a new procurement procedure if the amendment is irrelevant. Modification of the contract is essential if it sets out substantive terms that differ significantly from the original contractual conditions. Amendment shall always be considered as relevant if</p> <p>(a) it lays down conditions which, if included in the pre-contract award procedure, would have allowed the participation of other bidders (candidates) outside the bidders who were originally involved (bidders) or the winner of another bid instead of the winning bid;</p> <p>(b) changes the economic balance of the contract to the benefit of the successful tenderer; or</p> <p>(c) the amendment extends the subject matter of the contract to a significant new element in relation to the contractor’s obligation under the original contract.</p> <p>(7) Except as provided in paragraph 4 ( a) , the contracting authority shall publish a contract notice with the content specified in the separate legal act for the amendment of the contract.</p> <p>(8) In addition to the cases provided for in this Section, the contract may be amended only as a result of a new public procurement procedure. If the amendment of the contract takes place without the unlawfulness of the public procurement procedure, the amendment shall be null and void pursuant to Section 137 (1) ( a) .</p>
<b>A change in the duration of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	No regulatory basis
<b>A change in the agreed price or tariff.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard</b>	<p>According to Section 141 of the Procurement Act:</p> <p>1) The provisions of this chapter shall apply to the amendment of the contract by either the parties to the contract or to one of the parties entitled to do so and to change the legal relationship of the parties in accordance with the</p>

**contractual provisions (if any):**

provisions of the contract (hereafter: contract amendment).

2. Without prejudice to the conditions set out in paragraphs 4 or 6, the contract may be amended without the completion of a new public procurement procedure if, as a result of the amendment, the increase in the countervalue or, in the case of a number of changes, the net total value thereof is less than one of the following neither

(a) in the case of an initial contract with an EU value threshold, the EU threshold;

b) 116 services, supplies and works and services concessions of 10% of the value of the original contract, 15% of the original contract value in case of works;

and the amendment does not change the general nature of the contract and fits the nature of the original contract.

(3) 117 Paragraph 2 may be applied to the amendment of a contract which results in a change in the value of a contract, in the event of a modification affecting several elements of a contractual relationship, those elements of the amendment relating to the change in value. Paragraph 2 shall not apply to the amendment of a contract where the contracting authority initiated the contract award procedure under the rules which would not have been legally applicable if the contracting authority had determined the estimated value of the procedure, taking into account the value of the contract after the change in the contract.

4. In addition to the cases provided for in paragraph 2, the contract may be amended or amended without any further examination of the conditions set out in paragraph 6 in any of the following cases:

(a) if the contract is in a foreseeable manner in advance to all tenderers, it shall clearly state the exact terms and content of the later change in the content of the contract (including exercise of the option). Such contractual terms may not, however, contain any modification which would alter the general nature of the contract;

b) the purchase of additional works, services or goods from the original contractor, which were not included in the original contract, if the change in the person's behalf

(ba) not feasible for economic or technical reasons, in particular because of the interchangeability or cooperation with existing equipment, services or facilities obtained through the original contract; and

(bb) the contracting entity would suffer significant disadvantage or multiplied costs. The increase in the amount of the consideration - or, in the case of a number of changes, the aggregate net value thereof - may not exceed 50% of the value of the original contract;

(c) if the following conditions are met:

(ca) the change was required by conditions which the contracting authority could not have foreseen in advance;

(cb) the amendment does not change the general nature of the contract;

cc) the increase in the value does not exceed 50% of the value of the original contract. If several modifications are made successively due to several non-related circumstances under ( ca ), this restriction shall apply to the net value of each variation. Consecutive modifications may not aim to circumvent this provision.

	<p>5. For the purposes of paragraph 2 and paragraph 4 ( b) and (c) , the actual indexed contractual consideration may be taken into account as the value of the original contract if the contract for the indexation of remuneration in accordance with paragraph 4 ( a) contains a provision. In the case of a construction and service concession, if the contract does not contain an indexation provision, the updated value may be calculated taking into account the annual average inflation value published by the Central Statistical Office.</p> <p>6. In addition to the cases provided for in paragraphs 2 and 4, the contract may be amended without a new procurement procedure if the amendment is irrelevant. Modification of the contract is essential if it sets out substantive terms that differ significantly from the original contractual conditions. Amendment shall always be considered as relevant if</p> <p>(a) it lays down conditions which, if included in the pre-contract award procedure, would have allowed the participation of other bidders (candidates) outside the bidders who were originally involved (bidders) or the winner of another bid instead of the winning bid;</p> <p>(b) changes the economic balance of the contract to the benefit of the successful tenderer; or</p> <p>(c) the amendment extends the subject matter of the contract to a significant new element in relation to the contractor’s obligation under the original contract.</p> <p>(7) Except as provided in paragraph 4 ( a) , the contracting authority shall publish a contract notice with the content specified in the separate legal act for the amendment of the contract.</p> <p>(8) In addition to the cases provided for in this Section, the contract may be amended only as a result of a new public procurement procedure. If the amendment of the contract takes place without the unlawfulness of the public procurement procedure, the amendment shall be null and void pursuant to Section 137 (1) ( a) .</p>
<b>46.3. Can the procuring authority unilaterally modify a PPP contract?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>According to Section 141 (1) of the Procurement Act: the provisions of this chapter shall apply to the amendment of the contract by either the parties to the contract or to one of the parties entitled to do so and to change the legal relationship of the parties in accordance with the provisions of the contract (hereafter: contract amendment).</p>
<b>47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</p>

<b>Material Adverse government action .</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Change in the Law.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Refinancing.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Subcontracting and replacement of the subcontractors.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	According to Section 138 (3) of the Procurement Act, the contracting authority may not restrict the tenderer's right to involve subcontractors, except if having exercised the option provided for in Subsection (10) of Section 65 of the Procurement Act, that is, expressly prescribed in the tender call that specific parts of the contract may only be performed by the tenderer itself. If the above applies, the successful tenderer shall notify the contracting authority at the latest by the time of conclusion of the contract concerning all subcontractors proposed to be involved in the performance of the contract, or in advance during the performance of the contract with respect to any additional subcontractors involved subsequently, and - if a particular subcontractor had not been included in any previous procurement procedure - shall provide a statement or submit the statement made by the subcontractor affected at the time of notification declaring that the subcontractor in question is not subject to any grounds for exclusion prescribed for the previous procurement procedure. [Section 138 (3) of the Procurement Act]
<b>48. Does the regulatory framework (including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the implementation of PPP contracts?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard</b>	No regulatory basis

<b>contractual provisions (if any):</b>	
<b>48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body</b>	No
<b>If yes, please specify:</b>	n/a
<b>Local courts</b>	Yes
<b>Domestic arbitration</b>	Yes
<b>International arbitration</b>	Yes
<b>Investor-State Dispute Settlement (ISDS)</b>	Yes
<b>Mediation</b>	Yes
<b>Please provide the relevant legal/ regulatory/standard contractual provisions (if any)</b>	Part Three of the Procurement Act details the remedies available related to a public procurement procedure. Furthermore, Hungary is a member of ICSID and the New York Convention.
<b>48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Section 58 of the Act LXXI of 1994 on Arbitration
<b>International arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Legislative Decree 25 of 1962 implementing the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards
<b>Investor-State arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Legislative Decree 27 of 1987 implementing the ICSID Convention”
<b>49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV) in financial difficulty prior to insolvency?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a

<b>50. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Pursuant to Section 139 (1) (a) of the Procurement Act, the person or parties to the contractor may change in the following case if, pursuant to a clear contractual provision in accordance with the conditions set forth in Article 141 (4) ( a ) , a legal succession is made by a legal person or by a legal person nominated by it for the purpose of providing for funding for a project company or for security of performance.</p>
<b>50.1. 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>	<p>No</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</p>
<b>The regulatory framework prescribes that a direct agreement should be signed with the lenders.</b>	<p>No</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</p>
<b>The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.</b>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Pursuant to Section 139 (1) (a) of the Procurement Act, the person or parties to the contractor may change in cases where there is a clear contractual provision in accordance with the conditions set forth in Article 141 (4) ( a )</p>
<b>Other.</b>	<p>No</p>
<b>Please Specify:</b>	<p>n/a</p>

<b>51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?</b>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Pursuant to Section 143 of the Procurement Act:</p> <p>(1) The contracting authority may terminate the contract or terminate the contract as provided for in the Civil Code if:</p> <p>(a) it is essential to make a substantial amendment to the contract where a new public procurement procedure is to be carried out under Article 141;</p> <p>b) the tenderer fails to ensure compliance with § 138 or, in the person of the contracting party, a legal succession that does not comply with § 139 has been validly enforced; or</p> <p>(c) infringement of the rules on public procurement pursuant to Article 258 TFEU has been initiated or the Court of Justice of the European Union has ruled in proceedings under Article 258 TFEU that an obligation has been committed for an obligation deriving from European Union law and because of an infringement found by a court the contract is not void.</p> <p>(2) The contracting authority is obliged to terminate the contract or to terminate the contract as provided for in the Civil Code if it becomes aware after the conclusion of the contract that there has been no grounds for exclusion in the contract award procedure for the contractor and should therefore have expired to be excluded from the public procurement procedure.</p> <p>3. The contracting party is entitled and is obliged to terminate the contract, if necessary with a time limit which allows him to be able to provide the contractor concerned, if</p> <p>(a) acquires ownership in a contractor directly or indirectly exceeding 25% by a legal person or a legal person under his / her personal law for which the condition specified in Article 62 (1) ( k ) ( kk ) is met;</p> <p>(b) the successful tenderer acquires, indirectly or directly, a holding of more than 25% in a legal person or legal person under legal personality for which the condition laid down in Article 62 (1) ( k ) ( kk ) exists .</p>
<b>51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?</b>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Pursuant to Section 2 (8) of the Procurement Act, Contracts concluded pursuant to a public procurement procedure shall be governed by the provisions of the Act on the Civil Code of 2013 (hereinafter referred to as the Civil Code) of the Civil Code, as amended by this Act. Following that, the consequences for the termination of contract are governed in Sections 6:212 and 6:213 of the Civil Code.</p>
<b>Unsolicited Proposals</b>	

<b>34. Are unsolicited proposals in Hungary: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)</b>	No
<b>Explicitly allowed by the legal framework?</b>	No
<b>Not regulated by the legal framework, but do happen in practice?</b>	No
<b>Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)</b>	Yes
<b>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</b>	n/a
<b>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</b>	n/a
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b>	n/a
<b>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>36. Which of the following options best describe how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.</b>	n/a
<b>If yes, please specify and provide the relevant</b>	n/a



<b>legal/regulatory provisions (if any):</b>	
<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>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</b>	n/a
<b>Please elaborate and provide examples:</b>	n/a
<b>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and the time in calendar days:</b>	n/a
<b>39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.</b>	n/a
<b>39.2 Developer's fee (reimbursing the original proponent for the project development cost).</b>	n/a
<b>39.3 Bid Bonus.</b>	n/a

<b>39.4 Swiss challenge (if unsuccessful, the original proponent has the option to match the winning bid and win the contract).</b>	n/a
<b>39.5 Other.</b>	n/a
<b>Please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a