

## PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN KAZAKHSTAN

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>	The Law No. 379-V on Public Private Partnership, 2015 (the “PPP Law”), the Law No. 167 on Concessions, 2006 (the “Concession Law”). The two laws work concurrently, and there is an express reference to the Concession Law within the PPP Law, where it states that “in the implementation of certain types of contract public-private partnership in the part not regulated by this Law, the provisions of the relevant laws of the Republic of Kazakhstan, including the features provided by the Law of the Republic of Kazakhstan “On Concessions” are applied”
<b>and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:</b>	PPP Law: <a href="http://adilet.zan.kz/rus/docs/Z1500000379">http://adilet.zan.kz/rus/docs/Z1500000379</a> , Concession Law: <a href="http://adilet.zan.kz/rus/docs/Z060000167_">http://adilet.zan.kz/rus/docs/Z060000167_</a>
<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>	No
<b>Please describe:</b>	n/a
<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 framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	According to the Decree of the Republic of Kazakhstan (RK) President ‘On List of Objects Which Cannot Be Transferred into Concession’ No. 294, dated 5 March 2007 (‘Decree’), high-level railway system, navigable waterways, beacons, devices, and navigation signs regulating and guaranteeing safety of navigation cannot be transferred into concession.

<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>According to the Decree, water cannot be transferred into concession, but only as a part of land-use for the purposes of realisation of a concession project. In addition, water management constructions (dams, water-engineering systems, and other hydraulic engineering constructions) having a special strategic importance except for water management constructions (the water intaking constructions, pump stations, and water treatment facilities) providing water supply of the following cities: 1) Astana; 2) Almaty; 3) Aktau; 4) Aktobe; 5) Atyrau; 6) Karaganda; 7) Kokshetau; 8) Kostanay; 9) Kyzylorda; 10) Pavlodar; 11) Petropavlovsk; 12) Taldykorgan; 13) Taraz; 14) Uralsk; 15) Ust Kamenogorsk; 16) Shymkent; 17) Semey; 18) Turkestan; 19) Temirtau; 20) Ekibastuz; 21) Rudniy; 22) Zhezkazgan; 23) Kentau; 24) Balkhash; 25) Zhanaozen; 26) Satpayev; 27) Aksu; 28) Ridder; 29) Arys; 30) Stepnogorsk; 31) Shakhtinsk; 32) Saran; 33) Kapchagay; 34) Arkalyk; 35) Lisakovsk; and 36) Priozersk.</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>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<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>	No
<b>If yes, specify and provide the relevant legal/regulatory provisions:</b>	n/a
<b>4. Does the regulatory framework provide for a</b>	No

<b>specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?</b>	
<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 Kazakhstan and provide their website(s) (if available):</b>	Government of the Republic of Kazakhstan ( <a href="http://www.government.kz/en/">http://www.government.kz/en/</a> ); Ministry of National Economy ( <a href="http://economy.gov.kz/ru/">http://economy.gov.kz/ru/</a> ); Ministry of Finance ( <a href="http://www.minfin.gov.kz/irj/portal/anonymous">http://www.minfin.gov.kz/irj/portal/anonymous</a> ); Committee of State Property and Privatisation of the Ministry of Finance; and other authorised ministries and local akimats.
<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>	Yes
<b>If yes, please indicate its name, and its website (if available):</b>	1. JSC “Kazakhstan Public-Private Partnership center” ( <a href="http://kzppp.kz/">http://kzppp.kz/</a> ).2. LLP “Public private partnership advisory center” ( <a href="http://pppac.kz">pppac.kz</a> ), a joint venture between JSC “National Holding” Baiterek and the PPP Center.
<b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b>	Yes
<b>6.2 PPP capacity building for other public authorities.</b>	Yes
<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	Yes
<b>6.4 Technical support in implementing PPP projects.</b>	Yes
<b>6.5 Identification and selection of PPP projects from the pipeline.</b>	No
<b>6.6 Revision of fiscal risks born by the Government.</b>	No
<b>6.7 Consultation with affected communities on potential impact of PPP projects.</b>	No
<b>6.8 Approval of PPP projects.</b>	No
<b>6.9 Undertaking the procurement of PPPs.</b>	No
<b>6.10 Oversight of PPP implementation.</b>	Yes
<b>6.11 Other</b>	No
<b>6.11 please specify:</b>	n/a

<p><b>Please provide the relevant legal/regulatory provisions:</b></p>	<p>PPP Centre and Kazakhstan Project Preparation Fund (KPPF) have different roles; KPPF is an advisor who assists the public partner in development of a PPP concept, agreement, and tender documentation, and in negotiations of a PPP project; the PPP Centre provides expert evaluation of the developed PPP concept, agreement, and tender documentation.</p> <p>Decree of Government of Kazakhstan dated 25th , of December 2015, № 1056 (available at <a href="http://adilet.zan.kz/rus/docs/P1500001056">http://adilet.zan.kz/rus/docs/P1500001056</a>)</p> <p>Furthermore, Pursuant to Article 26 (2) of the PPP Law, the PPP Center is responsible for:</p> <ol style="list-style-type: none"> <li>1) conducting research and developing recommendations on issues of public-private partnership;</li> <li>2) the examination of the concepts of the republican projects of public-private partnership, including when making appropriate changes and/or additions to them;</li> <li>3) the examination of the competitive documentation of the republican projects of public-private partnership, including when making appropriate changes and/or additions to them;</li> <li>4) the examination of the draft public-private partnership agreement on the republican projects of public-private partnership, including when making appropriate amendments and/or additions to them;</li> <li>5) evaluation of the implementation of public-private partnership projects;</li> <li>6) training of specialists in the field of public-private partnership;</li> <li>7) maintaining the list of public-private partnership projects planned for implementation.</li> </ol>
<p><b>PPP Preparation</b></p>	
<p><b>8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Pursuant to Article 21 (3) of the PPP Law, the Ministry of Finance (acting as a Central Budgetary Authority) approves the tender documentation of the PPP project and draft PPP contract, including in case of introducing respective amendments into the national PPP projects.</p>
<p><b>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Pursuant to Planning and Implementation Rules, the following state authorities shall approve tender documentation and a PPP agreement already negotiated with the preferred bidder. PPP Tender Documentation: The Ministry of Finance or Akimat’s financial administration shall approve PPP tender documentation on republican or local PPP project respectively; The Ministry of National Economy or Akimat’s department of economy and budget planning shall approve PPP tender documentation on republican or local PPP project respectively. If PPP Center’s or a legal entity’s (defined by local</p>

	<p>executive bodies of oblast, cities of republican significance and capital, and authorized for expert evaluation for local PPP projects) expert evaluation contains recommendations for provision of state support, source of compensation of expenses, or receipt of profit at the expense of the state budget, then the state planning body (Ministry of National Economy) submits such expert evaluation to respective budget committee for consideration. The Ministry of National Economy or Akimat's Department of Economy and Budget Planning and the Ministry of Finance or Akimat's financial administration shall approve the final version of the PPP Agreement negotiated with the preferred bidder. The Budget Committee reviews questions on acceptance of state obligations under the PPP Project, acceptance of such obligations by respective state authorities (Government's decree or Maslihat, which is local representative body, decision is required for republican and local PPP Projects (respectively)).</p>
<p><b>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Pursuant to Article 9 of the PPP Law:</p> <ol style="list-style-type: none"> <li>1. Financing of the public-private partnership project can be carried out by: <ol style="list-style-type: none"> <li>1) own funds of a private partner;</li> <li>2) funds borrowed in the manner prescribed by the legislation of the Republic of Kazakhstan;</li> <li>3) state budget funds;</li> <li>4) funds of subjects of the quasi-public sector;</li> <li>5) other funds not prohibited by law Republic of Kazakhstan.</li> </ol> </li> <li>2. Sources of reimbursement of costs of subjects of public-private partnership and income generation by public-private entities partnerships are: <ol style="list-style-type: none"> <li>1) the sale of goods, works, and services in the course of operation of the facility public-private partnership;</li> <li>2) subsidies from the state in cases established the legislation of the Republic of Kazakhstan;</li> <li>3) compensation of investment costs for the project of public- private partnership;</li> <li>4) compensation of operating costs for the project of public- private partnership;</li> <li>5) remuneration for the management of the object public-private partnership, which is in the state property, as well as rent for the use of the object public-private partnership;</li> <li>6) access fee.</li> </ol> </li> <li>3. Financing of the public-private partnership project with use of project financing is carried out in accordance with the legislation of the Republic of Kazakhstan on project financing and securitization, subject to the provisions of this Law.</li> <li>4. The procedure for reimbursement of costs to subjects of public-private partnership is determined by the budget legislation of the Republic of Kazakhstan.</li> </ol>

<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>	According to Article 12 of the PPP Law, accounting and financial reporting under the contract of public-private management in accordance with the budget legislation of the Republic of Kazakhstan on accounting and financial reporting.
<b>Reporting 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>	According to Article 12 of the PPP Law, accounting and financial reporting under the contract of public-private management in accordance with the budget legislation of the Republic of Kazakhstan on accounting and financial reporting.
<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>	International Financial Reporting Standards
<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>	Yes
<b>If yes, please specify the relevant authority</b>	Line sectoral government and Kazakhstan PPP Center
<b>and provide the relevant legal/regulatory provisions (if any):</b>	Order of Ministry of national economy RoK #157 (dated 22nd of December, 2014) and Order of Ministry of national economy RoK #725 (dated 25th of November, 2015) <a href="http://adilet.zan.kz/rus/docs/V1500012717">http://adilet.zan.kz/rus/docs/V1500012717</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</b>	Yes

<b>project before signing the PPP contract?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Kazakhstan PPP Center makes an expert conclusion, according to the Order of Ministry of national economy RoK #157 (dated 22nd of December 2014) and Order of Ministry of national economy RoK #725 (dated 25th of November, 2015)
<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>	Order No. 157 of the Minister of National Economy of the RoK, dated December 22, 2014 allows for the use of external consultants in the process
<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 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>	No
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to Article 20 (3) and 24 (1) of the PPP law the Ministry of National Economy or local executive bodies shall establish the list of PPP projects ("PPP list"). Ministry of National Economy or local executive bodies shall publish the PPP list on their websites.
<b>The regulatory framework does not include any</b>	No

<b>provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</b>	
<b>If yes, please elaborate:</b>	n/a
<b>The procuring authority does not evaluate PPPs against existing government priorities.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<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>	Yes
<b>If yes, please specify:</b>	In practice, the prioritization is done in accordance with regulatory provisions described above.
<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 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>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	According to MNE Order No. 725/2015, the evaluation of social issues that may arise as a result of the project, and the estimated cost of their solution is conducted.
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Majority of our contributors indicated that it is done in practice
<b>12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)</b>	Yes



<b>Relevant legal/regulatory provision (if any)</b>	According to MNE Order No. 725/2015, a preliminary assessment of the total capital investment required, as well as the estimation of costs of operation and maintenance are conducted. Furthermore, Paragraph 4 of Section 2 of Order No. 725/2015 contains the steps and procedures for evaluation of the budgetary needs and implications of a potential PPP project. Lastly, point 3.5 of Appendix 2 states “preliminary estimates of the expected total cost of PPP government obligations in the context of years” is to be provided as part of the financial section/analysis.
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Majority of our contributors indicated that it is done in practice
<b>12.3. Risk identification, allocation and assessment (risk matrix)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 14 of the PPP Law:1. The list of risks arising in the various stages of a public-private partnership, is determined by the central authorized body on state planning. 2. Distribution of risks between the public partner and the private partner, as well as necessary measures to reduce the likelihood of their occurrence and elimination of consequences occurring risks are fixed in the contract of public-private partnership. 3. Distribution of risks in the contract of public-private partnership between the public partner and the private partner is carried out, taking into account the features of the project of public-private partnership on the condition imposing risks on the side that can best manage them cost-effectively.
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Majority of our contributors indicated that it is done in practice
<b>12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives (i.e. value for money analysis, public sector comparator)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Order No. 725, Appendix 2, point 3.5 (financial section), the justification of the project on a PPP scheme as the most rational scheme of the project, compared with other possible schemes of the project (government funding, government loan, etc.) shall be provided.

<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	n/a
<b>12.5. Financial viability or bankability assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Majority of our contributors indicated that this is done in practice
<b>12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	According to Order No. 725, Appendix 2, the justification of the necessity of the project shall include "information on the availability of interest the implementation of PPP projects from potential private partners."
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	n/a
<b>12.7. Environmental impact assessment</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>12.8. 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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to the Order 725, such assessments should be included into the tender documents.
<b>and specify which of the assessments are included in the request for proposals and/or tender documents:</b>	No specific list. It simply states that assessments are included.
<b>13.1. Are the assessments published online?</b>	No
<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>	Pursuant to Article 37 (2) (4) of the PPP Law, the procuring authority shall include a draft of the PPP contract in the request for proposals.
<b>If no, please elaborate</b>	n/a
<b>14.1. Are the tender documents published online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and please specify the website:</b>	n/a
<b>15. In a case comparable to the case study assumptions, have standardized PPP model</b>	Yes

<b>contracts and/or transaction documents been developed?</b>	
<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>	A standard-form PPP contract is set out in Order of Acting Ministry of National Economy No. 724, dated 25 November 2015, which is available at <a href="http://adilet.zan.kz/rus/docs/V1500012495#z7">http://adilet.zan.kz/rus/docs/V1500012495#z7</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>	Yes
<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>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to the Article 27(2), the procuring authority may participate in the PPP project through provision of relevant urban permits.
<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>	According to Ecological Code, the environmental permits should be obtained by the owner of the object.
<b>16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	Yes
<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>	No
<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>	Yes
<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>	No
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 17 (2) of the PPP Law, the state partner is obliged to transfer to a private partner the rights to the object of public-private partnership on terms and within the terms provided for by the contract of public-private partnership. Furthermore, according to Article 27 (1) of the PPP Law, the procuring authority may participate in the PPP project through provision of relevant land plots.
<b>16.5. Obtaining the required right of way: Procuring authority (or other Government entity)</b>	Yes
<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>	No
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 17 (2) of the PPP Law, the state partner is obliged to transfer to a private partner the rights to the object of public-private partnership on terms and within the terms provided for by the contract of public-private partnership. Furthermore, according to Article 27 (1) of the PPP Law, the procuring authority may participate in the PPP project through provision of relevant land plots.
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The bid evaluation committee members are not required to have any specific qualifications.</b>	Yes
<b>Please elaborate and provide examples:</b>	Generally, legislation of Kazakhstan does not provide any specific requirements for the members of the bid evaluation committee. However, as follows from Article 35 (2) of the PPP Law the procuring authority that establishes the bid evaluation committee may have its own internal qualifications requirements for the members of the bid evaluation committee.
<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 Article 36 of the PPP Law, information on the tender to determine the private partner is placed on the official website of the organizer of the competition and published in the newspaper in both Kazakh and Russian. Information on the tender to determine the private partner includes information about the project of public-private partnership, as well as the date, place, and time of the competition to determine the private partner.
<b>19.1. If yes, is the public procurement notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	Website varies depending on the procuring authority (i.e., tender organizer).
<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>	Pursuant to Article 38 of the PPP Law, the bids must be submitted by the potential bidders to the procuring authority within the timeframe established by the bidding documentation
<b>and the time in calendar days:</b>	n/a
<b>22.1. In a case comparable to the case study assumptions, which are the procurement procedures available and/or</b>	Yes

<b>set as default for PPP projects? Open tendering: Available</b>	
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	<p>Pursuant to Article 31 (1) of the PPP Law, the definition of a private partner is carried out in the following ways:</p> <ol style="list-style-type: none"> <li>1) The competition includes a simplified procedure and uses two-stage procedures. The competition for the definition of a private partner may be closed for objects whose list is determined by the Government of the Republic of Kazakhstan;</li> <li>2) direct negotiations.</li> </ol>
<b>22.2. Restricted tendering (with pre-qualification stage): Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	<p>Pursuant to Article 42:</p> <ol style="list-style-type: none"> <li>1. The competition for the definition of a private partner, using two-stage procedures, is carried out in cases when the tender organizer has determined the scope and/or the object of public-private partnership as technically complex and/or unique. The tender organizer shall develop the technical and economic and operational characteristics of the public-private partnership object on the basis of technical proposals from potential private partners that have passed the qualification selection.</li> <li>2. The competition for determining a private partner using two-stage procedures involves two stages. <ol style="list-style-type: none"> <li>At the first stage, the following activities are carried out: <ol style="list-style-type: none"> <li>1) the formation of a technical task;</li> <li>2) publication of an announcement of a tender for the definition of a private partner using two-stage procedures;</li> <li>3) submission of a technical assignment to potential private partners by the tender organizer;</li> <li>4) the submission by potential private partners of technical proposals developed in accordance with the terms of reference;</li> <li>5) consideration by the tender organizer of technical proposals and discussion with potential private partners of issues related to the technical, economic, and operational characteristics of the public-private partnership object and the terms of the draft public-private partnership agreement;</li> <li>6) development and approval by the tender organizer of the tender documentation of the public-private partnership project;</li> <li>7) the invitation organizer sends invitations to potential private partners who submitted technical proposals at the first stage, to participate in the second stage of the tender for determining a private partner.</li> </ol> </li> </ol> </li> </ol>

	At the second stage, the activities envisaged for holding a tender for the definition of a private partner are carried out in accordance with the provisions of Article 40 of this Law.
<b>22.4. Competitive dialogue: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<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>	No
<b>Available</b>	n/a
<b>Default</b>	n/a
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<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>	Pursuant to Article 37 (2) of the PPP Law, the procuring authority provides all potential private partners with the bid documentation on PPP project, which includes the following information: 1) requirements to the documents confirming compliance with potential private partners and qualification requirements; 2) the location of the object of public-private partnership; 3) the expected type and amount of state support, and also sources of cost recovery and income generating project of public-private partnerships; 4) draft contract of public-private partnership; 5) a description of the criteria for determining the best tender bid; 6) indication of the currency, which should be expressed in the parameters of the project of public-private partnership, and the exchange rate that will be applied to bring the single currency for the purpose of comparison and evaluation; 7) requirements to the language of the bid documentation; 8) indication of the right to a potential private partner modify or withdraw its tender bid before the deadline for submission of bids; 9) The contents of the tender application, the manner, place, and deadline for submission of bids and actions, as well as the modalities of ensuring a competitive bid; 10) methods of obtaining clarification on the content of the



	tender documentation for the project of public-private partnerships; 11) The procedures, place, date, and time of opening envelopes with bids.
<b>If no, please elaborate:</b>	n/a
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 42 (2) (2) and Article 42 (2) (3) of the PPP Law, the organizer announces to the public the competition to determine a private partner with the use of a two-stage procedure. The organizer then presents the technical specifications of the project to potential private partners.
<b>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate:</b>	n/a
<b>23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 37 (4) of the PPP Law, the potential private partner may apply to the organizer of the contest with a request for clarification of the tender documentation for the project of public-private partnerships, but no later than thirty calendar days before the deadline for submission of bids, and during the re-tender to determine the private partner - no later than fifteen calendar days, before the expiry of the deadline for submission of bid.
<b>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 37 (4) of the within three days from the date of registration of the request for clarification, the organizer of the contest gives an explanation/clarification on the question to all of the potential private partners.
<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>	In practice such information is disclosed to all potential bidders.
<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>	Pursuant to Article 37 (6) of the PPP Law, the contest organizer has the right to hold a meeting with potential private partners to explain the tender documentation of the public-private partnership project.
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	n/a
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	n/a
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate:</b>	No such express requirement exists for either concession projects or PPP projects in general. For concession projects Annex 6 to the MNE Order No. 157 stipulates that analysis of bid offers includes, among others, evaluation of commercial effectiveness, budget effectiveness and sources of income, if any, and reimbursement of expenses.
<b>26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?</b>	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Rules on Organization of Tender for Selection of a Private Partner and Criteria for Selection of the Best Tender Bid approved by Order No.157 of the Minister of National Economy dated 22 December 2014.
<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>	Pursuant to Article 40 of the PPP Law, in the event that only one competitive application is submitted, this application is considered by the competitive commission in accordance with part one of this paragraph.
<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>	Pursuant to Article 35 (3) of the PPP Law, information on the results of the competition to determine the private partner, except for information that constitutes as state secrets, shall be published on the website of the procuring authority as well as in the official Gazette.
<b>28.1. If yes, is the public procurement award notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	The website of the relevant organiser of the procurement process (public partner).

<b>29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate:</b>	There is no statutory requirement to personally notify each bidder on the tender results, except, Pursuant to Article 41 of the PPP Law, in the case of a closed competitive tender.
<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>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<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>	No
<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>30.1. Is the standstill period set out in the notice of intention to award?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<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 Article 40 (10) of the PPP Law, the contract negotiation period after the selection of the private partner cannot be longer than ninety (90) calendar days.
<b>31.1. Based on your experience, is it always the case that this restriction is respected in practice?</b>	No

<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	n/a
<b>32. Does the procuring authority publish the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<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>	n/a
<b>Publication of the full PPP contract without including all its annexes and appendixes</b>	n/a
<b>Publication of a summary of the PPP contract without publishing the full PPP contract</b>	n/a
<b>Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes</b>	n/a
<b>Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes</b>	n/a
<b>32.2. If yes, is it published online?</b>	n/a
<b>If yes, please specify the website:</b>	n/a
<b>32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<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</b>	Yes

responsibilities or establishing specific management tools)?	
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Articles 26 (2) (5) and Article 28 (4) of the PPP Law, the PPP Development Centre and the National Chamber of Entrepreneurs have the right to evaluate and manage the implementation of the PPP project.
41.1. If yes, which of the following tools does it include (check all that apply)?: Establishment of a PPP contract management team	No
Relevant legal/regulatory provisions (if any):	n/a
Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa	No
Relevant legal/regulatory provisions (if any):	n/a
Elaboration of a PPP implementation manual or an equivalent document	No
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)	No
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.)	No
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.	No

<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The PPP contract management team members are required to meet sufficient qualification without specific details.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The PPP contract management team members are not required to meet any specific qualifications.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<b>42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Annex 4 of Order No. 725 contains a list of documents to be submitted throughout the life of the project. One of them is a copy of the construction schedule (in the context of months)
<b>42.1. If yes, is the PPP contract construction performance information made available to the public?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>42.2. If yes, is the PPP contract construction performance information made publicly available online?</b>	n/a
<b>If yes, please specify the website:</b>	n/a
<b>43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Articles 22, 23, 25, and 26 of the PPP Law set out the competencies and authorized state body on state property management in PPPs, the authorized state body in the relevant sector in the area of PPPs, competency of the local

	executive bodies of oblasts (states) and cities in the area of PPPs, and the responsibility of the Center for Development of PPPs. In each case, the regulatory frameworks set out that those bodies have the power to manage and monitor the implementation of the PPP contract and set out some procedures and responsibilities for doing so.
<b>43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed against evaluation criteria set in the tender documents and the PPP contract</b>	No
<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>	Pursuant to Article 25 (6) of the PPP Law, the local executive body monitors the contracts of public-private partnerships and the implementation of local public-private partnership projects;
<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>	No
<b>If yes, please specify the website:</b>	n/a



<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 the private partner and/or assignment of the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Pursuant to Article 54 (3) of the PPP Law, without the consent of the public and the private partner, it is not permitted to have: 1) an increase in the share capital of a public-private partnership or amendments and/or additions to its charter, with the exception of changes and/or additions to the mandatory introduction, which is stipulated by the legislation of the Republic of Kazakhstan; 2) issue by public-private partnership bonds and other securities; 3) the reorganization and liquidation of the company's public-private partnership; 4) other actions, for which the contract of public-private partnership, or the charter company's public-private partnership requires the consent of public partner and the private partner.</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>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>According to paragraph 138 of the Model PPP Contract, a new party of PPP contract must preserve the same technical qualifications as the initial private partner.</p>

In other cases, flexibility to change the ownership structure and/or assign the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Pursuant to Article 49(1) of the PPP Law, PPP Contract may be amended by the mutual agreement of the parties. Furthermore, Article 16 (1) of the PPP Law provides for the private partner's right to suggest the introduction of amendments into a contract. Lastly, Article 46 of the PPP Law generally provides for a possibility to introduce amendments into a contract, where the possibility to introduce the amendments into the contract are regulated by the contract itself.
46.1. If yes, is an approval from a government authority, other than the procuring authority, required?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	No regulatory basis
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.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the risk allocation of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a

<b>A change in the financial and/or economic balance of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<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>	Pursuant to Article 48 (3) of the PPP Law, the period of validity of the contract of public-private partnership may be extended by the court in the manner specified by the contract of public-private partnership in the following cases: 1) the delay or suspension of the project of public-private partnerships as a result of circumstances beyond the control of the state-party agreement on the private partnership; 2) suspension of the project of public-private partnerships as a result of acts or omissions of the public partner and/or the state bodies; 3) the increase in expenses related to the implementation of the project of public-private partnership
<b>A change in the agreed price or tariff.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>46.3. Can the procuring authority unilaterally modify a PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to Article 46.1 (20) of the PPP Law, the PPPA shall contain provisions of unilateral repudiation from performance of the PPPA (unilateral termination)
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to Article 48 (3) (1) of the PPP Law, the period of validity of the contract of public-private partnership may be extended by the court in the manner specified by the contract of public-private partnership, if there is a delay or suspension of the project of public-private partnerships as a result of circumstances beyond the control of the state-party agreement private partnerships;
<b>Material Adverse government action .</b>	Yes

<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to Article 48 (3) (2) of the PPP Law, the period of validity of the contract of public-private partnership may be extended by the court in the manner specified by the contract of public-private partnership, due to the suspension of the project of public-private partnerships as a result of acts or omissions by the public partner and/or the state bodies.
<b>Change in the Law.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to paragraph 159 of the Standard PPP Contract, the private partner is protected from any changes in legislation, except national security, taxation, custom legislation, and health.
<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>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<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 contractual provisions (if any):</b>	Pursuant to Article 57 of the PPP Law: 1. Disputes relating to the execution and termination of the contract of public-private partnership shall be resolved in accordance with the legislation of the Republic of Kazakhstan and the contract of public-private partnership; 2. If a dispute relating to the execution and termination of the contract of public-private partnership cannot be resolved in accordance with the paragraph 1 of this Article, the parties to the contract of public-private partnership has the right to settle the dispute in accordance with the requirements of the Republic of Kazakhstan legislation in the courts, and by reference to arbitration in accordance with the Law of the Republic of Kazakhstan “on arbitration” with regard to public-private partnership projects of special importance, in the case where the private partner is a non-resident of the Republic of Kazakhstan, arbitration is determined by agreement of the parties of the contract of public-private partnership; 3. Disputes relating to the definition of the procedure of the private partner shall be settled in the courts of the Republic of Kazakhstan.

<b>48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body</b>	Yes
<b>If yes, please specify:</b>	n/a
<b>Local courts</b>	No
<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>	Pursuant to paragraph 156 of the Model PPP Contract, all disputes under such contract may be settled in compliance with Kazakhstan law and International treaties ratified by Kazakhstan.
<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>	According to the Article 54 of the Law on Arbitration of the RoK dated April 8, 2016
<b>International arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Kazakhstan is a member of the New York Convention
<b>Investor-State arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Kazakhstan is a member of ICSID
<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</b>	Yes

<p><b>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>	
<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>Pursuant to Article 47(3) of the PPP Law, in a case of material breach of the PPP contract by the private partner, the lenders may request to replace such private partner. Please note that more specifically, Articles 47 (3) and 47 (4) of the PPP Law state:</p> <p>Article 47 (3) of PPP Law, the right of creditors of the private partner to demand the replacement of the private partner, in the event of a material breach of its obligations under the contract of public-private partnerships capable of under the terms of public-contract private partnership lead to its failure, as well as nomination of a new private partner is available under the direct agreement with the creditors of the private partner.</p> <p>Article 47 (4) of PPP Law, the procedure for the replacement of the private partner in the cases provided for in Article 47 (3);</p>
<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>	<p>No</p>
<p><b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>n/a</p>
<p><b>The regulatory framework prescribes that a direct agreement should be signed with the lenders.</b></p>	<p>Yes</p>
<p><b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>Pursuant to Article 47 (3) of the PPP Law, in a case of material breach of the PPP contract by the private partner, the lenders may request to replace such private partner. Please note that more specifically, Articles 47 (3) and 47 (4) of the PPP Law state: Article 47 (3) of PPP Law, the right of creditors of the private partner to demand the replacement of the private partner in the event of a material breach of its obligations under the contract of public-private partnerships capable of under the terms of public-contract private partnership lead to its failure, as well as nomination of a new private partner is available under the direct agreement with the creditors of the private partner. Article 47 (4) of PPP Law, the procedure for the replacement of the private partner in the cases provided for in Article 47 (3);</p>

The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
Other.	No
Please Specify:	n/a
51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	PPP contract can be terminated by a court order at the initiative of the state partner in the following cases: (1) material breach of the contract by the private partner; (2) if the private partner is not able to implement the PPP project due to its insolvency (bankruptcy); (3) in the interests of public order and state, including in order to ensure national security, public health, and morals. PPP contract can be terminated at the request of a private partner only in case of material breach of the contract by the state partner and/or a state authority Article 49 of the PPP Law. Furthermore, Article 46 (17) of the PPP Law states that the PPP contract should include the grounds for the amendment or termination of the contract.
51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
<b>Unsolicited Proposals</b>	
34. Are unsolicited proposals in Kazakhstan: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)	No
Explicitly allowed by the legal framework?	Yes
Not regulated by the legal framework, but do happen in practice?	No

<p><b>Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)</b></p>	<p>No</p>
<p><b>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</b></p>	<p>Pursuant to Article 44 of the PPP Law provides for a possibility to select private partner through direct negotiations. Direct negotiations are allowed if the PPP project is initiated by a private partner which possesses the PPP object/ facility based on private ownership or long-term lease right.</p>
<p><b>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</b></p>	<p>Yes</p>
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b></p>	<p>Pursuant to Article 44 (2) (3) of the PPP Law, a project initiated by the private partner is subject to the assessment by the state.</p>
<p><b>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</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>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></p>	<p>No</p>
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</b></p>	<p>No</p>



<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>	Yes
<b>Please elaborate and provide examples:</b>	There are no direct requirements to evaluate against other government priorities but the evaluation and approval process of the PPP concept and documentation assumes that such priorities are taken into account
<b>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 44(3) of the PPP Law, procuring authority may initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal. Note that this occurs if the amount of proposals exceeds necessity in the relevant goods, works, and services.
<b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 138 of Order No. 725, in the absence of alternative proposals received from potential private partners in writing, within 60 (sixty) calendar days for projects that are technically complex and/or unique, and 30 (thirty) calendar days for the remaining projects, or in cases , when alternative proposals do not meet the requirements specified in this subparagraph, a determination is made of the compliance of the potential private partner who initiated the PPP project with the established qualification requirements (qualification selection)
<b>and the time in calendar days:</b>	60
<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>	No
<b>39.2 Developer's fee (reimbursing the original proponent for the project development cost).</b>	No
<b>39.3 Bid Bonus.</b>	No

<b>39.4 Swiss challenge (if unsuccessful, the original proponent has the option to match the winning bid and win the contract).</b>	No
<b>39.5 Other.</b>	No
<b>Please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a