

**PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN THE  
RUSSIAN FEDERATION****NOTE**

Please note that The Russian Federation has a dual regime of PPPs and Concessions. Both regimes are evaluated and scored separately in order to ensure the accuracy of the analysis. This document contains the data for **both** regimes. For your convenience, we have specified the page numbers for when the analysis for each regime begins and ends.

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**PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN THE  
RUSSIAN FEDERATION (PPP)**

SURVEY QUESTION	ANALYSIS
<b>PPP Regulatory Framework</b>	
<b>2. Does the regulatory framework in your country allow procuring PPPs?</b>	<p>Yes</p>
<b>If yes, please specify the relevant regulatory framework and the year of adoption:</b>	<p>Federal Law No. 224-FZ dated 13 July 2015 (year of adoption) on Public-Private Partnership and Municipal-Private Partnership in the Russian Federation and Amending Certain Legislative Acts of the Russian Federation (entering into force in 2016) (“Federal Law 224” or “PPP Law”);</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><a href="http://pravo.gov.ru/proxy/ips/?docbody=&amp;nd=102376338&amp;intelsearch=%E7%E0%EA%EE%ED+%E3%EE%F1%F3%E4%E0%F0%F1%F2%E2%E5%ED%ED%EE">http://pravo.gov.ru/proxy/ips/?docbody=&amp;nd=102376338&amp;intelsearch=%E7%E0%EA%EE%ED+%E3%EE%F1%F3%E4%E0%F0%F1%F2%E2%E5%ED%ED%EE</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>	<p>Yes</p>

<b>Please describe:</b>	<p>In 2016, several amendments aimed at enhancing the PPP Law were adopted. In particular (but without limitation), the time limit for assessment of a project's efficiency and comparative advantage was decreased to 90 days (previously - 180 days), the wording relating to the object of a PPP agreement was adjusted, entering into direct agreement with several financial organisations was expressly provided for, as well as the possibility to vest the obligation to operate the object of the PPP agreement into the public side. These changes are believed to make the PPP Law a more flexible legislative instrument for structuring PPP projects.</p>
<b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b>	<p>Yes</p>
<b>Please describe:</b>	<p>On 24 April 2017 a group of Russian State Duma deputies tabled draft law No. 157778-7, among other things, amending the PPP Law to include IT objects such as software, databases, websites and respective 'technical tools' for maintenance of the such objects into the list of the objects permitted for PPP projects and concession agreements. In the explanatory note to the draft law it is noted that its main aim is to establish a legal basis for procuring PPP and concessions in the IT sector. As the bill has not passed any parliamentary readings so far (being currently assessed by internal competent committees of the State Duma), it is hard to predict as to whether and when it will be adopted. The information on the status of the bill and the relevant documents are available at:  <a href="http://asozd.duma.gov.ru/main.nsf/(Spravka)?OpenAgent&amp;RN=157778-7">http://asozd.duma.gov.ru/main.nsf/(Spravka)?OpenAgent&amp;RN=157778-7</a></p>
<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>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>Pursuant to paragraphs 1-7 of Article 7(1) of the PPP Law, the list of specific transport objects permitted for PPP projects is limited to those expressly named in the PPP Law. In particular, PPP projects can be carried out in respect of (i) private roads (and elements of road infrastructure) but not public roads; (ii) means of public transport except for the underground transport; (iii) railway transport, river and sea ports, airports, in each case with certain exceptions.</p>
<b>3.2 Besides national defense and other matters of national security, does</b>	<p>Yes</p>

<p><b>the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation</b></p>	
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>Pursuant to paragraph 9 of Article 7(1) of the PPP Law, PPP projects can be carried out in respect of hydro-technical facilities, fixed and/or floating platforms, artificial islands; reclamation facilities (except for the state reclamation systems).</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>Yes</p>
<p><b>If yes, please provide the</b></p>	<p>The PPP Law does not prescribe the possibility to conclude PPP contracts in the telecom sector. Telecom is not one of the subjects/objects contained in Article 7 of the PPP Law.</p>

<b>relevant legal/regulatory provisions:</b>	
<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>Yes</p>
<b>If yes, specify and provide the relevant legal/regulatory provisions:</b>	<p>Article 7(1) includes an exhaustive list of objects capable of being developed under PPP projects. It is therefore not permitted to establish a PPP project in respect of an object which does not fall within any of the categories specified in Article 7(1) of the PPP Law.</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>No</p>
<b>If yes, please specify and provide the relevant legal/regulatory provision (if any):</b>	<p>n/a</p>
<b>5. Please identify the PPP procuring authorities in The Russian Federation and provide their website(s) (if available):</b>	<p>Government of Russian Federation (<a href="http://government.ru/">http://government.ru/</a>) acting on behalf of the Russian Federation or a federal executive body authorised by the Government; Governments of constituent entities of the Russian Federation or executive bodies authorised by such Governments; Governments of municipal entities or executive bodies authorised by such Government.</p>

<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>	<p>Yes</p>
<b>If yes, please indicate its name, and its website (if available):</b>	<p>On the federal level - the Department of Investment Policy and Private-Public Partnership Development of the Ministry of Economic Development of the Russian Federation. Web-page: <a href="http://economy.gov.ru/minec/about/structure/deplInvest/index">http://economy.gov.ru/minec/about/structure/deplInvest/index</a> For the purposes of promoting PPP projects and guidance on PPP policies and market standards the Ministry of Economic Development together with Association "PPP Development Centre" developed an official Internet portal relating to PPPs in Russia - <a href="http://pppi.ru/">http://pppi.ru/</a> The Ministry of Economic Development of the Russian Federation has also established a Coordination Council for Public-Private Partnership in the Russian Federation under the auspices of the Ministry of Economic Development of the Russian Federation. The objective of the Council is to, among other things, coordinate the state authorities, business community, non-governmental organizations and scientific and legal community to increase effectiveness of PPP projects, facilitate access to PPP instruments and develop PPP legislation and regulation.</p>
<b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b>	<p>Yes</p>
<b>6.2 PPP capacity building for other public authorities.</b>	<p>Yes</p>
<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	<p>Yes</p>
<b>6.4 Technical support in implementing PPP projects.</b>	<p>No</p>
<b>6.5 Identification and selection of</b>	<p>No</p>

<b>PPP projects from the pipeline.</b>	
<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>	Yes
<b>6.9 Undertaking the procurement of PPPs.</b>	No
<b>6.10 Oversight of PPP implementation</b>	No
<b>6.11 Other</b>	No
<b>6.11 please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions:</b>	The PPP Law, Ruling of the Government of Russia dated 5 June 2008 No. 437 "On the Ministry of Economic Development of the Russian Federation", Regulation on Coordination Council for Public-Private Partnership in the Russian Federation under the auspices of the Ministry of Economic Development of the Russian Federation enacted by the Ruling of the Ministry of Economic Development of the Russian Federation dated 19 May 2014 No. 279
<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>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Articles 10(4) and 10(5) of the PPP Law, if a PPP project requires budgetary financing (i) the entry into the respective PPP agreement for a term exceeding the relevant budgeting period and, if applicable, the assumption by a public partner of any obligations requiring security for the same, has to be effected in accordance with the budgetary laws and regulations; (ii) a decision on realization of such PPP project can be adopted solely if the appropriate federal, regional and/or municipal laws envisage the required financing. Pursuant to Article 6(5) of the PPP Law, budgetary financing of construction of a PPP object, its technical maintenance and operation can take solely the form of state subsidies to be provided in accordance with the budgetary legislation.</p>
<b>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>Reporting liabilities (explicit and implicit, direct</b>	<p>No</p>

<b>and contingent) arising from PPPs.</b>	
<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>	n/a
<b>Accounting and reporting according to other international standard (e.g. European System of Accounts).</b>	n/a
<b>Please specify:</b>	n/a
<b>Other.</b>	n/a
<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.</b>	Yes

<b>Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?</b>	
<b>If yes, please specify the relevant authority</b>	For federal PPP projects - Department of Investment Policy and Private-Public Partnership Development of the Ministry of Economic Development of the Russian Federation; other regional and municipal authorities designated as such for the purposes of the PPP Law implementation (defined as a 'competent authority' in Article 3 of the PPP Law)
<b>and provide the relevant legal/regulatory provisions (if any):</b>	Articles 8(1), 8(8), 9(1), 9(11) of the PPP Law require a project to be submitted to the competent authority by the procuring authority for preliminary review and approval. The competent authority evaluates the efficiency of the project (which includes financial efficiency and social-economic effect of the project implementation) and its comparative advantages
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<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>	Regulation of the RF Government No. 1514 of 30.12.2015 states that the authorised body may engage external counsels for the assessment of the comparative advantages of the project.
<b>11. In a case comparable to the case study</b>	No

<p>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.</p>	
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The regulatory framework prescribes the</p>	<p>No</p>

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

Please elaborate and provide examples:	n/a
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?	No
If yes, please specify:	n/a
If no, please elaborate:	As realisation of a PPP project depends on many factors – investors’ interest, budgetary issues - it is not always possible to realise a PPP project in the time or under monetary restrictions allocated to it in a federal sector development program.
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)	Yes
Relevant legal/regulatory provision (if any)	Pursuant to Article 9 (2) (2) of the PPP Law; efficiency of the project shall be assessed before consideration of the project for determining of its comparative advantage on the basis of the following criteria: a) social and economic effect of implementation of the project of public-private partnership or municipal-private partnership estimated considering the purposes and the objectives specified in the respective strategic planning documents.
Is there a specific methodology	Yes

<b>for the assessment?</b>	
<b>If yes, please elaborate</b>	Part IV of the Order of Ministry of Economic Development No 894 dated 30 November 2015
<b>Is the assessment done in practice?</b>	No Data
<b>Details:</b>	This analysis is compulsory and will be done in practice. However, currently no projects have been implemented under the PPP Law yet.
<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>	Pursuant to Article 9 (2) (1) of the PPP Law; efficiency of the project shall be assessed before consideration of the project for determining of its comparative advantage on the basis of the following criteria: a) cost effectiveness of the project of public-private partnership or the project of municipal-private partnership;.
<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 Data
<b>Details:</b>	This analysis is compulsory and will be done in practice. However, currently no projects have been implemented under the PPP Law yet.
<b>12.3. Risk identification, allocation and assessment (risk matrix)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 9 (4) (2) of the PPP Law, comparative advantage of the project shall be defined on the basis of a ratio of the following criteria: the scope of obligations taken by the public partner in case of creation of risks in the course of implementation of the project on public-private partnership or municipal-private partnership to the scope of obligations taken by such public entity in the course of implementation of the state or municipal contract.
<b>Is there a specific</b>	Yes

<b>methodology for the assessment?</b>	
<b>If yes, please elaborate</b>	Part IV of the Order of Ministry of Economic Development No 894 dated 30 November 2015
<b>Is the assessment done in practice?</b>	No Data
<b>Details:</b>	This analysis is compulsory and will be done in practice. However, currently no projects have been implemented under the PPP Law yet.
<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 Article 9 (4) of the PPP Law, comparative advantage of the project shall be defined on the basis of a ratio of the following criteria: 1) net discounted expenses of funds of the Russian Federation budgetary system in the course of implementation of the project of public-private partnership or municipal-private partnership to the net discounted expenses in the course of execution of the state or municipal contract; 2) the scope of obligations taken by the public partner in case of creation of risks in the course of implementation of the project on public-private partnership or municipal-private partnership to the scope of obligations taken by such public entity in the course of implementation of the state or municipal contract.
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	Part V of the Order of Ministry of Economic Development No 894 dated 30 November 2015
<b>Is the assessment done in practice?</b>	No Data
<b>Details:</b>	This analysis is compulsory and will be done in practice. However, currently no projects have been implemented under the PPP Law yet.
<b>12.5. Financial viability or</b>	No

<b>bankability assessment</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>12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the 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>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</b>	Yes

<b>Memorandum to the bidders)?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 10 (3 (4)) of the PPP Law, the decision to implement the project shall contain the values of the project efficiency criteria and the values of the indicators of its comparative advantage based on the authorized governmental body assessment
<b>and specify which of the assessments are included in the request for proposals and/or tender documents:</b>	The decision to implement the project (which is a part of the tender documentation) shall include the values of the criteria of the effectiveness of the project and its comparative advantages.
<b>13.1. Are the assessments published online?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 10 (8) of the PPP Law the decision to implement the project containing the values of the abovementioned assessments criteria values shall be published in 10 calendar days from the day of its adoption on the official website of the Russian Federation for posting information about the bidding and on the official website of the public partner
<b>specify the website</b>	www.torgi.gov.ru and the official website of the public partner
<b>please specify which of the assessments are published online:</b>	Values of the project efficiency criteria and values of the project comparative advantage
<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 8 (3) (4) of the PPP Law, a proposal for project implementation shall contain a draft agreement that includes the material conditions envisaged by Article 12 of the PPP Law and other terms not contradicting the legislation of the Russian Federation.
<b>If no, please elaborate</b>	n/a
<b>14.1. Are the tender documents</b>	Yes

<p><b>published online?</b></p>	
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Pursuant to Article 21 (4) of the PPP Law, In the case of an open tender, the public partner place tender documentation on the official website of the Russian Federation in the information and telecommunication network “Internet” for placement of information on bidding, determined by the The Government of the Russian Federation, within a period not exceeding five days from the date of its approval. The competitive documentation placed on official website of the Russian Federation in information and telecommunication network “Internet” for accommodation information on bidding conducted by the Government The Russian Federation, should be made available for inspection without charging fees. From the date of placement of the tender documentation for official website of the Russian Federation in information and telecommunication network “Internet” for accommodation information on bidding conducted by the Government Of the Russian Federation, announcement of an open tender public partner, competitive commission are obliged on the basis of written application of any interested person to provide such a person with tender documentation in the order and in the terms indicated in the notice of the open competition. In the case of a closed tender, a public partner, the tender commission is obliged to provide tender documentation To persons who are invited to participate in a closed competition, in the manner and within the deadlines established by the competitive documentation.</p>
<p><b>and please specify the website:</b></p>	<p><a href="http://www.torgi.gov.ru">www.torgi.gov.ru</a></p>
<p><b>15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?</b></p>	<p>No</p>
<p><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></p>	<p>n/a</p>
<p><b>16.1 In a case comparable to the case study</b></p>	<p>No</p>

<b>assumptions, who is the responsible party for each of the following requirements? Obtaining the required urban permits: Procuring authority (or other Government entity)</b>	
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	Yes
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 15 (10) of the PPP Law, during the conclusion and execution of the agreement, it is the responsibility of the public partner to assist the private partner in obtaining the required permits and permissions for the successful execution of the contract.
<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>	Yes
<b>To be established in the contract</b>	No

<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 15 (10) of the PPP Law, during the conclusion and execution of the agreement, it is the responsibility of the public partner to assist the private partner in obtaining the required permits and permissions for the successful execution of the contract.
<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>	Yes
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 15 (10) of the PPP Law, during the conclusion and execution of the agreement, it is the responsibility of the public partner to assist the private partner in obtaining the required permits and permissions for the successful execution of the contract.
<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 Articles 12(2)(4) and 33 of the PPP Law the public partner shall lease the required land plot to the private partner. The obligation of the public partner to procure

	such lease shall be included into the PPP contract. Only land plots which are owned by the state/municipal authorities may be provided under such structure.
<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 framework
<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</b>	n/a

<b>legal/regulatory provisions (if any):</b>	
<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>	Pursuant to Article 22 (2) of the PPP Law, members of the tender commission and independent experts shall not be individuals that are employees of the persons that filed applications for participation in the tender or individuals that are shareholders (participants) of such persons, members of their managing bodies or their affiliates. If such persons are revealed among members of the tender commission or independent experts, they shall be replaced by other persons by the public partner. The PPP law only specifies who cannot be in the commission, and does not specify the specific qualification of the members.
<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 19 (4) of the PPP Law, the notice of a PPP tender must be published on the official web-site: <a href="http://torgi.gov.ru">http://torgi.gov.ru</a>
<b>19.1. If yes, is the public procurement</b>	Yes

<b>notice published online?</b>	
<b>If yes, please specify the website:</b>	<a href="http://torgi.gov.ru">http://torgi.gov.ru</a>
<b>20. Are foreign companies prohibited from participating in the bidding process?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 3(5) of the PPP Law only legal entities established under Russian law may act as private partners for the purposes of a PPP project. As a general rule, the foreign companies are not prohibited from participating in the bidding process through Russian SPVs. However, to the extent that construction, maintenance, utilization and other operations conducted by the private partner with the proposed PPP objects fall within the category of strategic activities under Federal Law No. 57-FZ "On Procedures for Foreign Investments in the Business Entities of Strategic Importance for Russian National Defense and State Security" dated 29 April 2008 the foreign investors may be restricted from owning the relevant SPVs and, therefore, participating in a PPP project.
<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 23 (2) of the PPP Law, the term for filing of applications for participation in a tender shall be not less than 30 days from the day of publishing of a notification of holding of the tender or from the day of directing a notification to the persons in accordance with the decision on project implementation, together with the invitation to participate in the tender.
<b>and the time in calendar days:</b>	30
<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</b>	No

<b>projects? Open tendering: Available</b>	
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.2. Restricted tendering (with pre-qualification stage): Available</b>	No
<b>Default</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	<p>Pursuant to Article 19 of the PPP Law:</p> <p>3. A tender can be public (applications for the participation can be filed by any persons) or selective (applications for the participation can be filed by the persons who have been sent invitations for participation in such tender in accordance with the decision on the project implementation). The selective tender shall be held in case, when the agreement is concluded in respect of the object of the agreement, the information on which is a state secret. The public partner, the tender commission and the tender participants shall observe the requirements of the legislation of the Russian Federation on state secret in the course of holding of the selective tender. The information that is a state secret in accordance of the legislation of the Russian Federation shall not be published in mass media, on the internet or included in the notification on holding of the tender directed to the persons in accordance with the decision on conclusion of the agreement.</p> <p>4. The tender shall be held in compliance with the decision on implementation of the project and shall include the following stages:</p> <ol style="list-style-type: none"> <li>1) publishing of a notification of holding of the tender on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation or, in case of a selective tender - the term for notifying the persons defined in the decision on implementation of the project, of holding of the selective tender with the invitation to participate;</li> <li>2) filing of applications for participation in the tender;</li> <li>3) opening of envelopes with the applications for participation;</li> <li>4) preliminary selection of the participants;</li> <li>5) presenting of tender offers;</li> <li>6) opening of envelopes with the tender offers;</li> <li>7) consideration and assessment of the tender offers and selecting the winner;</li> </ol>
<b>22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory</b>	n/a

<b>provision (if any)</b>	
<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 21 (1) of the PPP Law: Article 21, the tender documents shall contain: 14) the procedure and the term for amending and/or recall of the applications for participation in the tender and tender offers; 15) the procedure, the place, the date and the time for opening of envelopes with applications for participation in the tender; 16) the procedure and the term for preliminary selection of the tender participants, the date for signing of the report on the preliminary selection, if it is envisaged by terms of the tender; 17) the procedure, the place, the date and the time for opening of envelopes with tender offers; 18) the procedure for consideration and assessment of tender offers; 19) the procedure for the selection of the winner.
<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 21 (1) (3) of the PPP Law, the tender documents shall contain the requirements for professional and business qualities of the persons that have filed the applications for participation and according to which preliminary selection of the participants is carried out;
<b>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 25 (cl. 1 subclause 2) of the PPP law the committee during the preliminary selection (pre-qualification) must evaluate applicant's compliance with the requirements for the participants of the tender. However, it should be pointed out that no PPP projects have yet been conducted using the PPP Law.
<b>If no, please elaborate:</b>	n/a
<b>23. Can interested parties/potential bidders submit</b>	Yes

<b>questions to clarify the public procurement notice and/or the request for proposals?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 21 (5) of the PPP Law, the public partner and the tender commission shall be obliged to provide written interpretations of provisions of the tender documentation at the requests of the applicants, if such requests were received by the public partner or by the tender commission not later than 10 days prior to expiration of the term for filing of applications for participation in the tender.</p>
<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>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 21 (5) of the PPP Law, the public partner or the tender commission shall direct interpretations of provisions of the tender documentation to each applicant within the terms set by the tender documentation, but not later than 5 days prior to expiration of the term for filing of applications for participation in the tender, attaching the subject of the request without specification of the applicant that directed the request. In case of a public tender, interpretations of provisions of the tender documentation with the subject of the request without specification of the applicant that directed the request attached shall also be published on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation.</p>
<b>23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	<p>Yes</p>
<b>If yes, please specify:</b>	<p>The majority of our contributors answered that this happens in practice</p>
<b>If no, please elaborate:</b>	<p>n/a</p>
<b>24. Besides questions and clarifications,</b>	<p>No</p>

<p><b>can the procuring authority conduct pre-bidding conference?</b></p>	
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><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></p>	<p>n/a</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</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>n/a</p>
<p><b>If yes, please specify:</b></p>	<p>n/a</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</b></p>	<p>No</p>

<p><b>procuring authority require the bidders to prepare and present a financial model with their proposals?</b></p>	
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	n/a
<p><b>If no, please elaborate:</b></p>	No regulatory requirement
<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>	Yes
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	Pursuant to Article 19 (21) of the PPP Law, the decision of the tender commission on assessment of tender offers and selecting the winner shall be motivated and meet the criteria given in the tender documentation. Furthermore, According to article 19 (3) of the PPP Law, it shall not be allowed to use the tender criteria not envisaged by this Article.
<p><b>Evaluation criteria is not set in the tender documents</b></p>	No
<p><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</b></p>	No

<p><b>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></p>	
<p><b>Please specify and provide the relevant legal/regulatory provisions (if any):</b></p>	n/a
<p><b>The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</b></p>	Yes
<p><b>Please provide the relevant legal/regulatory provisions (if any):</b></p>	<p><b>2.</b> Is shall be allowed to conclude the agreement without holding of a tender with the following persons:</p> <p>1) the project initiator, if no statements of intent to participate in the tender were received from other persons within 45 days from the moment of publication of the project prepared by the project initiator on the official website of the Russian Federation for publishing of information on holding of tenders, defined by the Government of the Russian Federation, or if such statements of intent were received from the persons that do not meet the requirements envisaged by Part 8 of Article 5 of this Federal Law;</p> <p>2) the person that filed the application (hereinafter also - the applicant) for participation in the tender and that is acknowledged the tender participant, if such person is acknowledged the sole tender participant;</p> <p>3) the person that filed the only application for participation in the tender, if only one application for participation in the tender is filed upon expiration of the term for filing such applications, and such person meets the requirements for acknowledging it the tender participant;</p> <p>4) the person that provided the only tender offer, if it meets the requirements for tender documentation, including tender criteria.</p>
<p><b>The procuring authority does not award a PPP</b></p>	No

<b>contract if only one proposal is submitted.</b>	
<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 31 (1) of the PPP Law, Within 15 days from the day of signing of the report on the results of the tender or taking by the public partner of a decision on acknowledging the tender failed, the tender commission shall publish the following on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation :1) notification of the results of the tender, specifying the winner and the participant, whose tender offer, by the results of consideration and assessment of tender offers, contains the best conditions, next to those proposed by the winner; 2) decision on declaring the tender failed, justification of the decision, specifying the name of the person that has the right to conclude the agreement (if any), in compliance with this Federal Law
<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="https://torgi.gov.ru/">https://torgi.gov.ru/</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>	Pursuant to Article 31 (2) of the PPP Law, within 15 days from the day of signing of the report on the results of the tender or taking by the public partner of a decision on acknowledging the tender failed, the tender commission shall be obliged to direct a notification on the results of the tender to tender applicants and participants. The notification can also be directed in electronic form.

<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>	Pursuant to Article 31 (1) (2) of the PPP Law, the decision on declaring the tender failed, justification of the decision, specifying the name of the person that has the right to conclude the agreement (if any), in compliance with this Federal Law will be published.
<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>	According to Article 32 (1) of the PPP Law, the contract may be signed no earlier than 10 days after the publication of the financial protocol of the tender
<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 32 (1) the agreement shall be signed within the term set by the tender documentation, but not earlier than 10 days from the moment of publication of the resulting report on the results of the tender on the official website of the Russian Federation for publication of information on holding tenders defined by the Government of the Russian Federation, in case of a public tender.

<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>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 32 (3) of the PPP Law, after the day of signing of the report on the results of the tender by members of the tender commission the public partner shall hold negotiations in the form of a joint conference with the tender winner or other person, with which it is decided to conclude the agreement in accordance with this Federal Law, on the basis of the decision on the project implementation, to discuss the terms of the agreement and their possible change after the negotiations. Material terms of the agreement and the terms that were the criteria of the tender and/or whose contents was defined on the basis of tender offer of the person with which it is decided to conclude the agreement shall not be changed after the negotiations. The term and the procedure for holding of the negotiations shall be determined by the tender documentation. The tender documentation shall envisage terms of the agreement that shall not be changed in the course of the negotiations and/or the terms subjected to change, observing the procedure envisaged by the tender documentation.</p>
<b>31.1. Based on your experience, is it always the case that this restriction is respected in practice?</b>	<p>Yes</p>
<b>If yes, please specify:</b>	<p>This restriction is compulsory and will be respected in practice. However, currently no projects have been implemented under the PPP Law yet.</p>
<b>If no, please elaborate:</b>	<p>n/a</p>
<b>32. Does the procuring authority publish the PPP contract?</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory</b>	<p>n/a</p>

<b>provisions (if any):</b>	
<b>32.1. If yes, which of the following options best describes this publication (choose only one)?:</b> <b>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 responsibilities or establishing specific management tools)?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 14 (1) of the PPP Law, control of execution of the agreement from the part of the public partner shall be performed by the public partner, bodies and legal entities acting from the part of the public partner, by their representatives that shall have the right of unrestricted access to the object of the agreement and the documents related to the activities envisaged by the agreement, on the basis of the agreement, for the purpose of revelation of violations of terms of the agreement by the private partner and prevention of such violations. The procedure for exercising such control functions is further detailed in Regulation of the Government of Russia dated 30 December 2015 No. 1490 "On exercising by the public partner of control of execution of the public private partnership agreement or municipal-private partnership agreement" ("Regulation 1490"). In addition, the PPP Law and underlying regulations permit the parties to include the relevant control mechanics into PPP agreements.
<b>41.1. If yes, which of the following tools</b>	No

<b>does it include (check all that apply)?:</b> <b>Establishment of a PPP contract management team</b>	
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Elaboration of a PPP implementation manual or an equivalent document</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Establishment of a risk mitigation</b>	No

<p><b>mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)</b></p>	
<p><b>Relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>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.</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 PPP contract management team members are required to meet sufficient qualification</b></p>	<p>No</p>

<b>without specific details.</b>	
<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>	Yes
<b>Please elaborate and provide examples:</b>	The public partner, state authorities and legal entities acting on the public side may participate in control procedures, the list of such authorities and entities and their functions shall be stipulated by the PPP agreement (Article 14 of the PPP Law, Clause 4, 5 of Regulation 1490)
<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>	No regulatory basis
<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</b>	n/a

<b>provisions (if any):</b>	
<b>42.2. If yes, is the PPP contract construction performance information made publicly available online?</b>	No
<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>	Public partners are authorized to carry out certain control functions in respect of the implementation of PPP projects on the basis of Article 14 of the PPP Law. The control mechanics applicable to projects under the PPP Law are further detailed in Regulation of the Government of the Russian Federation No. 1490 dated 30 December 2015 (“Regulation 1490”). In addition, the PPP Law and underlying regulations permit the parties to include the relevant control mechanics into PPP agreements.
<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>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	According to Clause 6 of Regulation No. 1490, performance is assessed against evaluation criteria set in the PPP contract, such as technical and economic criteria of the object, efficiency and comparative advantage criteria (Clause 6 of Regulation 1490)

<b>The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract</b>	<p>No</p>
<b>Relevant legal/regulatory provisions (if any)</b>	<p>n/a</p>
<b>The private partner must provide the procuring or contract management authority with periodic operational and financial data</b>	<p>No</p>
<b>Relevant legal/regulatory provisions (if any)</b>	<p>n/a</p>
<b>The procuring or contract management authority must periodically gather information on the performance of the PPP contract</b>	<p>Yes</p>
<b>Relevant legal/regulatory provisions (if any)</b>	<p>Pursuant to item 6 of the Control Rules adopted by Regulation 1490, the public partner is required to approve annual schedules of control actions, such scheduled control actions are to be carried out not less than once per calendar quarter. Public partners are also entitled to run unscheduled inspections.</p>
<b>The PPP contract performance information must be available to the public</b>	<p>Yes</p>

<b>Relevant legal/regulatory provisions (if any)</b>	<p>According to Articles 14(5) - 14(6) of the PPP Law, the results of inspections are formalized by special acts, which shall be published online.</p>
<b>43.2. Is PPP contract performance information made publicly available online?</b>	<p>Yes</p>
<b>If yes, please specify the website:</b>	<p>The official website of the relevant procuring authority</p>
<b>44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Foreign companies are not allowed to operate a PPP project directly under the PPP Law (Article 3 (5)). However, they may do so via an SPV, and in that case will be entitled to repatriate the income resulting from the operation of the project, subject to the applicable foreign exchange control regulations.</p>
<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>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory /standard</b>	<p>The PPP Law permits assignment of rights and transfer of obligations of a private partner solely in accordance with the PPP Law (Article 13(11) of the PPP Law):(i) Article 13(12) of the PPP Law provides that in the event of corporate reorganization of a private partner, its rights and obligations under the respective PPP agreement can be transferred to its successor provided that it satisfies the requirements set by the tender documentation for the</p>

<b>contractual provisions (if any):</b>	bidders.(ii) Replacement of the private partner in the case of improper performance under a PPP agreement shall, in accordance with Article 13(13) of the PPP Law, be conducted by way of a new tender (which shall generally be conducted on the terms applicable to the original tender).
<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>	(i)Article 13(12) of the PPP Law provides that in the event of corporate reorganization of a private partner, its rights and obligations under the respective PPP agreement can be transferred to its successor provided that it satisfies the requirements set by the tender documentation for the bidders.(ii) Replacement of the private partner in the case of improper performance under a PPP agreement may be effected without a re-tender on the basis of a decision of the respective public partner (and if there is a direct agreement with any financing party(ies) - upon consultations with such financing party(ies)) in the event that the non-performance or improper performance of the PPP agreement caused a breach of material terms of the agreement and/or harm human life or health or threat of such harm (Article 13(14) of the PPP Law). In such case the replacement private partner shall meet the requirements set out in the PPP Law and the respective tender documentation.

<b>In other cases, flexibility to change the ownership structure and/or assign the contract.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	<p>n/a</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>Yes</p>
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	<p>Pursuant to Article 13 (2) of the PPP Law, the agreement can be amended, if there is the consent of the public and private partners. The terms of the agreement defined on the basis of the decision on the project implementation and the tender offer of the private partner related to the tender criteria can be changed by state authorities or the head of the municipal entity that took the decision to implement the project.</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 legal/regulatory /standard</b>	<p>Pursuant to cl. 6 Art. 13 of the PPP law, in case modification of material terms of the PPP agreement entails respective changes in the amount of income or expenditure of the budget system of the Russian Federation, a full procedure of approval of a special law introducing relevant changes into the law on the budget of the respective year will be required</p>

<b>contractual provisions (if any):</b>	
<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>	No
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	n/a
<b>A change in the risk allocation 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 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>	Pursuant to Article 13(6) of the PPP Law an amendment to a PPP agreement requiring adjustment of expenses from / income to any budget, would only be permitted after the relevant budgeting act is updated accordingly.
<b>A change in the duration of the contract.</b>	No

<p><b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b></p>	<p>n/a</p>
<p><b>A change in the agreed price or tariff.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b></p>	<p>n/a</p>
<p><b>46.3. Can the procuring authority unilaterally modify a PPP contract?</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b></p>	<p>n/a</p>
<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>	<p>Yes</p>
<p><b>If yes, please provide the</b></p>	<p>Pursuant to Article 13 (3) of the PPP Law, the public partner shall be obliged to consider proposals of the private partner related to change of the material conditions of the</p>

<b>relevant legal/regulatory /standard contractual provisions (if any):</b>	<p>agreement, if execution of the agreement became impossible within the terms set in it owing to a contingency, an essential change of the circumstances from which the parties proceeded at conclusion of the agreement or if decisions of the courts or a federal anti-monopoly authority that have entered into force establish the impossibility of fulfillment of obligations set by the agreement because of taking of decisions or actions (omission) by state authorities, local authorities and/or their officials.</p>
<b>Material Adverse government action .</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	<p>Pursuant to Article 13 (3) of the PPP Law, the public partner shall be obliged to consider proposals of the private partner related to change of the material conditions of the agreement, if execution of the agreement became impossible within the terms set in it owing to a contingency, an essential change of the circumstances from which the parties proceeded at conclusion of the agreement or if decisions of the courts or a federal anti-monopoly authority that have entered into force establish the impossibility of fulfillment of obligations set by the agreement because of taking of decisions or actions (omission) by state authorities, local authorities and/or their officials.</p>
<b>Change in the Law.</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	<p>Pursuant to Article 15 (5) of the PPP Law, if, during the validity of the agreement, amendments were made to the legislation of the Russian Federation, regulatory legal acts of the Russian Federation constituencies or municipal legal acts and have entered into force, which led to increase of the cumulative tax burden of the private partner or deterioration of status of the private partner, including amendments establishing a regime of prohibitions and restrictions in respect of the private partner that deteriorate its status as compared with that before entering of the amendments into force so that it is deprived of what it had had the right to reckon upon at conclusion of the agreement, the public partner shall be obliged to take measures ensuring return on investment of the private partner and gaining of gross profit by it (income from sale of goods manufactured, work performed or services rendered at regulated prices (tariffs)) in the amount not less than that initially defined by the agreement. As measures ensuring return on investment of the private partner and gaining of gross profit by it (income from sale of goods manufactured, work performed or services rendered at regulated prices (tariffs) in the amount not less than that initially defined by the agreement), the public partner shall have the right to increase the amount of financial security of obligations of the public partner, extend the validity of the agreement with the consent of the private partner, increase the amount of expenses for formation and/or maintenance and/or operation of object of the agreement to be borne by the public partner, and to provide additional state or municipal guarantees to the private partner. Making such amendments to the agreement shall be based on a decision of the Government of the Russian Federation, a supreme executive body of a Russian Federation constituent entity or the head of a municipal entity according to the procedure established by the agreement. The requirements for the quality and application properties of the object of the agreement shall not be changed.</p>
<b>Refinancing.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory</b>	<p>n/a</p>

/standard contractual provisions (if any):	
Subcontracting and replacement of the subcontractors.	No
If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):	n/a
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?	Yes
If yes, please specify and provide the relevant legal/regulatory /standard contractual provisions (if any):	Article 4(5) of the Arbitrazh Procedure Code of the Russian Federation provides as a default rule that a dispute can be submitted to an arbitrazh (state commercial) court after pre-judicial settlement between the parties. This condition would be deemed to have been satisfied 30 calendar days (or such other period as the parties may contractually agree) after an applicant submitted its complaint to its counterparty.
48.1. If yes, please specify which of the following options are available (check	No

<b>all that apply): Local administrative review body</b>	
<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>	No
<b>Mediation</b>	No
<b>Please provide the relevant legal/ regulatory/stand ard contractual provisions (if any)</b>	The Russian Federation is a member of the New York convention.
<b>48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration</b>	No
<b>If yes, please provide the relevant legal/ regulatory provisions/stand ard contractual provisions (if any):</b>	n/a
<b>International arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/stand ard contractual</b>	The Russian Federation is a Member of the New York Convention

<b>provisions (if any):</b>	
<b>Investor-State arbitration</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	n/a
<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>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to Article 13 (15) of the PPP Law provides an option to substitute the private partner under the agreement in case of non-fulfillment or undue fulfillment by it of its obligations to the sponsor (creditors).
<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</b>	Yes

<b>contract is under threat of termination for failure to meet service obligations?</b>	
<b>If yes, please provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	<p>(i) Pursuant to Article 7(6) of the PPP Law, the PPPCo is permitted to grant security over of the PPP facility and its contractual rights under the PPP agreement to secure its obligations to a finance party provided that a direct agreement is entered into between the public partner, PPPCo and the respective finance party. The PPP Law further provides that enforcement of such security is possible not earlier than 180 days after the respective enforcement event unless within that 180-day period the PPPCo has been replaced or the PPP agreement has been terminated as a result of a material breach by the PPPCo of its obligations thereunder. Article 7(7) of the PPP Law also provides that a public partner would have priority right to purchase the pledged property in case of enforcement of security for the price equal to the outstanding indebtedness of the PPPCo to the respective finance party (but in any event not exceeding the value of the pledged property). Enforcement of security instruments is regulated by the general provisions of Russian law on granting of security and depending on the pledged property and contractual regime agreed by the parties, pledges may be enforced judicially or out-of-court and foreclosure may take the form of an auction, sale to a third party or acquisition by the pledgeholder.(ii) Pursuant to Article 13(20) of the PPP Law, if within 365 days after the date on which the grounds for the replacement of the PPPCo have occurred the defaulting PPPCo has not been replaced, the respective PPP agreement must be terminated by virtue of law.</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</b>	<p>Yes</p>

<b>a direct agreement should be signed with the lenders.</b>	
<b>If yes, please specify and provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	<p>(i) Pursuant to Article 7(6) of the PPP Law, the PPPCo is permitted to grant security over of the PPP facility and its contractual rights under the PPP agreement to secure its obligations to a finance party provided that a direct agreement is entered into between the public partner, PPPCo and the respective finance party. The PPP Law further provides that enforcement of such security is possible not earlier than 180 days after the respective enforcement event unless within that 180-day period the PPPCo has been replaced or the PPP agreement has been terminated as a result of a material breach by the PPPCo of its obligations thereunder. Article 7(7) of the PPP Law also provides that a public partner would have priority right to purchase the pledged property in case of enforcement of security for the price equal to the outstanding indebtedness of the PPPCo to the respective finance party (but in any event not exceeding the value of the pledged property). Enforcement of security instruments is regulated by the general provisions of Russian law on granting of security and depending on the pledged property and contractual regime agreed by the parties, pledges may be enforced judicially or out-of-court and foreclosure may take the form of an auction, sale to a third party or acquisition by the pledgeholder.(ii) Pursuant to Article 13(20) of the PPP Law, if within 365 days after the date on which the grounds for the replacement of the PPPCo have occurred the defaulting PPPCo has not been replaced, the respective PPP agreement must be terminated by virtue of law.</p>
<b>The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.</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>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</b>	<p>Yes</p>

<b>grounds for termination of a PPP contract?</b>	
<b>If yes, please specify and provide the relevant legal/regulatory /standard contractual provisions (if any):</b>	<p>Article 13 (8):The agreement shall be terminated: 1) upon expiration of its validity; 2) upon agreement of the parties; 3) in case of early termination under a court decision; 4) on other grounds envisaged by the agreement. Article 13 (20):If the substitution was not effected upon expiration of 365 days from the day of creation of grounds for substitution of the private partner, the agreement shall be terminated early in accordance with this Article. Article 13 (8) and 13 (20) of the PPP Law</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>In case of early termination of the PPP agreement:(1) If the PPP agreement provided for the transfer of the PPP facility by PPPCo to the public partner - transfer of the PPP facility to the public partner, the PPPCo is entitled to claim compensation for its costs and expenses incurred in implementation of the PPP project after deducting the losses incurred by the public partner and third parties (if applicable) as a result of the early termination of the PPP agreement (Article 13(9) of the PPP Law).(2) If the PPP agreement is terminated by a court judgment as a result of the PPPCo’s failure to comply with its material terms, the PPP facility shall be transferred to the public partner (Article 13(10) of the PPP Law).If upon termination of the respective PPP / concession agreement as set out above the PPP facility is transferred to the public partner, the rights of the PPPCo to the land plot, subsoil plot or other plots (as applicable) underlying the PPP facility are also terminated (Article 33(5)) of the PPP Law.</p>
<b>Unsolicited Proposals</b>	
<b>34. Are unsolicited proposals in The Russian Federation: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)</b>	<p>No</p>

<b>Explicitly allowed by the legal framework?</b>	Yes
<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>	No
<b>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</b>	<p>Pursuant to Article 8 (2) of the PPP Law, the person that can be a private partner in compliance with this Federal Law shall have the right to ensure working out of a proposal for project implementation in accordance with Parts 3 and 4 of this Article and submit the proposal to the public partner. With that, the person that ensured working out of the proposal for project implementation (hereinafter - the project initiator) shall, together with directing of such proposal to the public partner, provide to it an independent guarantee (bank guarantee) issued by a bank or other credit institution in the amount of not less than 5 percent of the expected sponsorship of the project. If the project is initiated by a person that can be a private partner in compliance with this Federal Law, it is allowed to hold preliminary negotiations related to working out of the proposal for project implementation between the project initiator and the public partner before directing the proposal to the public partner, using the procedure set by the responsible authority.</p>
<b>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b>	<p>Pursuant to Article 8(5) of the PPP Law, the public partner shall, within 90 days of receipt of an unsolicited proposal, consider such proposal and decide whether the project can be submitted to the competent authority for assessment of its efficiency and comparable advantage or whether it should be rejected (rejection has to be substantiated). For the purposes of such preliminary evaluation of an unsolicited proposal the public partner is entitled to request additional documents and information from the applicant and arrange for negotiations of the proposed project with the applicant. Furthermore, Resolution of the Government of the Russian Federation No. 1388 dated 19 December 2015 details the procedure and criteria of the preliminary consideration of unsolicited proposals by public partners. In particular, for the purposes of such evaluation a public partner has to request</p>

	an opinion of the applicable budgetary authority on sufficiency of the budget funds (if required).
<b>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</b>	No
<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>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a

<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>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>No regulatory basis</p>
<p><b>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</b></p>	<p>No</p>
<p><b>Please elaborate and provide examples:</b></p>	<p>n/a</p>
<p><b>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Pursuant to Article 10 (8) of the PPP Law, if the decision on project implementation is taken on the basis of a proposal for project implementation prepared by the project initiator, the public partner shall publish the decision for the purpose of accepting written applications from other persons regarding their intention to participate in the tender for the right to conclude the agreement on conditions envisaged by the said decision, on the official website of the Russian Federation for publishing of information on holding tenders defined by the Government of the Russian Federation and on the official website of the public partner within the term not exceeding 10 days from the day taking of such decision.</p>

<b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 10 (10) of the PPP Law, if written applications were received from other persons regarding their intention to participate in the tender for the right to conclude the agreement, attaching the independent guarantee (bank guarantee) issued by a bank or other credit institution in the amount of not less than 5 percent of the expected funding, within 45 days from the moment of publication of the proposal for project implementation cited in Part 8 of this Article on the official website of the Russian Federation for publishing of information on holding tenders defined by the Government of the Russian Federation, and at least one of the said persons complies with the requirements of Part 8 of Article 5 of this Federal Law, the public partner shall ensure organisation and holding of the tender for the right to conclude the agreement within the term not exceeding 180 days from the day of taking of such decision.</p>
<b>and the time in calendar days:</b>	<p>45</p>
<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>	<p>No</p>
<b>39.2 Developer's fee (reimbursing the original proponent for the project)</b>	<p>No</p>

<b>development cost).</b>	
<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>	Yes
<b>Please specify:</b>	If no bids have been made by third parties within a period of 45 days from the publication of the decision on the project conduct/proposal to conclude the concession agreement, the PPP project shall be awarded to the person who had submitted the unsolicited proposal without a tender.
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	Article 10(10) of the PPP Law.

**PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN THE  
RUSSIAN FEDERATION (CONCESSION)**

SURVEY QUESTION	ANALYSIS
<b>PPP Regulatory Framework</b>	
<b>2. Does the regulatory framework in your country allow procuring PPPs?</b>	<p>Yes</p>
<b>If yes, please specify the relevant regulatory framework and the year of adoption:</b>	<p>In the Russian Federation, two main separate laws exist for the implementation of projects that could be considered PPP projects. For the purpose of this analysis, we will be using Federal Law No.115-FZ 'On concession agreements', dated 21 July 2005 (the "Concession Law"). A separate analysis that is based exclusively on the PPP Law has also been conducted.</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><a href="http://pravo.gov.ru/proxy/ips/?docbody=&amp;nd=102099032&amp;intelsearch=%E7%E0%EA%EE%ED+%EE+%EA%EE%ED%F6%E5%F1%F1%E8%EE%ED%ED%FB%F5+%F1%EE%E3%EB%E0%F8%E5%ED%E8%FF%F5">http://pravo.gov.ru/proxy/ips/?docbody=&amp;nd=102099032&amp;intelsearch=%E7%E0%EA%EE%ED+%EE+%EA%EE%ED%F6%E5%F1%F1%E8%EE%ED%ED%FB%F5+%F1%EE%E3%EB%E0%F8%E5%ED%E8%FF%F5</a> (the Concession Agreements Law)</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</b>	<p>Yes</p>

<b>ongoing and/or are planned to be adopted BEFORE June 1, 2017?</b>	
<b>Please describe:</b>	<p>Federal Law No. 275-FZ dated 3 July 2016 amending the Concession Law came into effect on 1 January 2017. The relevant amendments primarily focus on regulating the specific segment of concession objects - heating supply facilities, centralized water supply and water disposal systems.</p>
<b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b>	<p>Yes</p>
<b>Please describe:</b>	<p>(1) The concession structure where the public partner compensates the costs of the private partner in full is currently under judicial review at the request of the Federal Anti-Monopoly Service of the Russian Federation (“FAS”). According to FAS, a concession agreement contemplating full compensation by the public partner to the private partner has to be entered into in compliance with the procurement legislation rather than concession legislation (which, according to the position of FAS which was upheld by the Moscow Arbitrazh Court in a first instance ruling on 8 June 2017, contemplates that the private partner incurs expenses on its own account with a partial compensation from the public partner). The final judicial position remains to be seen as the case evolves. It is commonly noted among PPP practitioners that, given the fact that concessions are often structured on a full compensation basis, judicial confirmation of the position of FAS is likely to adversely impact the concessions market. It is also notable that, according to media reports, Russian banks are currently postponing the issuance of new loans / loan tranches to the private partners in concessions envisaging full compensation. The decision of the Moscow Arbitrazh Court is available in Russian at: <a href="http://kad.arbitr.ru/PdfDocument/df03c59d-6d2c-4713-a3c1-2256682aa4f9/%D0%9040-23141-2017__20170608.pdf?download=true">http://kad.arbitr.ru/PdfDocument/df03c59d-6d2c-4713-a3c1-2256682aa4f9/%D0%9040-23141-2017__20170608.pdf?download=true</a>(2) On 24 April 2017 a draft law No. 157778-7 was submitted to the State Duma. The draft law, among other things, seeks to introduce assessment mechanisms similar to those already established in the PPP Law (socio-economic and comparative assessment mechanisms along with affordability assessment and risk identification). The proposed wording of the relevant amendments appears to generally conform with those applicable to non-concession based PPPs. The draft contemplates that the specific assessment procedures, criteria and mechanics will be stipulated in the relevant delegated bylaws. The information on the status of the bill and the relevant documents are available at: <a href="http://asozd.duma.gov.ru/main.nsf/(Spravka)?OpenAgent&amp;RN=157778-7">http://asozd.duma.gov.ru/main.nsf/(Spravka)?OpenAgent&amp;RN=157778-7</a></p>
<b>3.1 Besides national defense and other matters of national security, does the</b>	<p>No</p>

<p><b>regulatory 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>n/a</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</b></p>	<p>No</p>

<b>restrict PPPs in any of the following sectors?: Energy generation and distribution.</b>	
<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>	Ues
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	The Concession Law does not prescribe the possibility to conclude Concession contracts in the telecom sector. Telecom is not one of the subjects/objects contained in Article 4 of the Concession Law.
<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</b>	Yes

<b>sectors?: Other</b>	
<b>If yes, specify and provide the relevant legal/regulatory provisions:</b>	<p>There is no explicit prohibition, but Article 4 of the Concession Law contains a closed list of sectors where concession agreements are possible: transportation infrastructure (all kinds), water and irrigation, energy distribution and generation, pipeline transport, housing and public utilities, public health facilities, social and educational institutions, etc.). Concession agreements can not be concluded in regard to objects not specifically mentioned in Article 4 of the Concession Law.</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>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory provision (if any):</b>	<p>Pursuant to Article 39(3)(3.1) of the Tax Code of the Russian Federation the transfer of assets and property rights under a concession agreement is exempt from VAT. Furthermore, such assets and property rights are exempt from income tax in accordance with Article 251(1)(37) of the Tax Code of the Russian Federation. Regional laws can also provide further tax incentives in respect of the regional taxes (or elements of taxes, as applicable). By way of example, discounted rates of property tax and income tax may be applicable depending on the parameters of a PPP project.</p>
<b>5. Please identify the PPP procuring authorities in The Russian Federation and provide their website(s) (if available):</b>	<p>Government of Russian Federation (<a href="http://government.ru/">http://government.ru/</a>) acting on behalf of the Russian Federation or a federal executive body (example: Ministry of Transport, <a href="https://www.mintrans.ru/english_version/">https://www.mintrans.ru/english_version/</a>) authorised by the Government; Governments of constituent entities (states) of the Russian Federation or executive bodies of states acting on behalf of said states; Governments of municipal entities or executive bodies of municipal entities acting on behalf of said entities, State Company Russian Automobile Roads (for toll road projects) <a href="http://www.russianhighways.ru/en/">http://www.russianhighways.ru/en/</a> acting on behalf of the Russian Federation.</p>
<b>6. In addition to the PPP procuring authorities listed above, is there a specialized</b>	<p>Yes</p>

<b>government entity that facilitates the PPP program (PPP Unit)?</b>	
<b>If yes, please indicate its name, and its website (if available):</b>	<p>On the federal level - the Department of Investment Policy and Private-Public Partnership Development of the Ministry of Economic Development of the Russian Federation. Web-page: <a href="http://economy.gov.ru/minec/about/structure/depinvest/index">http://economy.gov.ru/minec/about/structure/depinvest/index</a> For the purposes of promoting PPP projects and guidance on PPP policies and market standards the Ministry of Economic Development together with Association "PPP Development Centre" developed an official Internet portal relating to PPPs in Russia - <a href="http://pppi.ru/">http://pppi.ru/</a> The Ministry of Economic Development of the Russian Federation has also established a Coordination Council for Public-Private Partnership in the Russian Federation under the auspices of the Ministry of Economic Development of the Russian Federation. The objective of the Council is to, among other things, coordinate the state authorities, business community, non-governmental organizations and scientific and legal community to increase effectiveness of PPP projects, facilitate access to PPP instruments and develop PPP legislation and regulation.</p>
<b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b>	<p>Yes</p>
<b>6.2 PPP capacity building for other public authorities.</b>	<p>Yes</p>
<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	<p>Yes</p>
<b>6.4 Technical support in implementing PPP projects.</b>	<p>No</p>

<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>	Yes
<b>6.9 Undertaking the procurement of PPPs.</b>	No
<b>6.10 Oversight of PPP implementation.</b>	No
<b>6.11 Other</b>	No
<b>6.11 please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions:</b>	The PPP Law, Ruling of the Government of Russia dated 5 June 2008 No. 437 “On the Ministry of Economic Development of the Russian Federation”, Regulation on Coordination Council for Public-Private Partnership in the Russian Federation under the auspices of the Ministry of Economic Development of the Russian Federation enacted by the Ruling of the Ministry of Economic Development of the Russian Federation dated 19 May 2014 No. 279
<b>PPP Preparation</b>	
<b>8. Does the Ministry of Finance or Central Budgetary Authority approve the</b>	No

<b>PPP project before launching the procurement process?</b>	
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 22(1) of the Concession Law, the entry into a concession agreement is subject to the requirements of budgetary legislation of the Russian Federation (federal, regional and/or municipal, as applicable). In accordance with Article 78(6) of the Budgetary Code of the Russian Federation, the entry into a concession agreement for a term exceeding the period for which budgetary limits are established, shall be effected upon a decision of the Government of the Russian Federation, the highest executive officer of a region or municipal executive authority to be adopted in accordance with its respective rules and procedures. With respect to federal PPP projects where the Russian Federation represents the public partner, Regulation No. 1071 of the Government of the Russian Federation dated 26 November 2013 establishes the respective legal framework. In particular, pursuant to paragraph 5(1) of Regulation No. 1071, PPP projects are entered into pursuant to approved federal programs providing for the respective governmental financial support and, in the event a concession agreement is entered into for a period exceeding the term of the respective governmental program, the decision of the Government of the Russian Federation in respect of such PPP project is subject to approval with the Ministry of Finance and Ministry of Economic Development of the Russian Federation.</p>
<b>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting</b>	No

for PPP projects.	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting	n/a

<b>according to International Public Sector Accounting Standards (IPSAS).</b>	
<b>Accounting and reporting according to other international standard (e.g. European System of Accounts).</b>	n/a
<b>Please specify:</b>	n/a
<b>Other.</b>	n/a
<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>	Laws do not provide for obligatory approval procedure. In practice a PPP project (including tender documentation and PPP agreement) is approved by the ministry of economy, ministry of finance and relevant sector specific authority.
<b>and provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>10. Does the procuring authority use transaction advisors during the PPP project cycle?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a

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

No

<p><b>the consistency of PPPs with other public investment priorities.</b></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 prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</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>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other</b></p>	<p>Yes</p>

<b>government investment priorities in practice.</b>	
<b>If yes, please elaborate:</b>	No Provisions in the Regulatory Framework
<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>	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 inform</b>	Yes

<p>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)</p>	
<p>Relevant legal/regulatory provision (if any)</p>	<p>No regulatory basis</p>
<p>Is there a specific methodology for the assessment?</p>	<p>No</p>
<p>If yes, please elaborate</p>	<p>n/a</p>
<p>Is the assessment done in practice?</p>	<p>Yes</p>
<p>Details:</p>	<p>Not obligatory, may be conducted.</p>
<p>12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)</p>	<p>Yes</p>
<p>Relevant legal/regulatory</p>	<p>No regulatory basis</p>

<b>provision (if any)</b>	
<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>	Not obligatory, may be conducted.
<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 money)</b>	No

<b>analysis, public sector comparator)</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>12.5. Financial viability or bankability 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>12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market</b>	Yes

<b>for the project)</b>	
<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>	Most contributors stated that this happens in practice
<b>12.7. Environmental impact 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>	Assessment is carried out in the process of preparation of technical documentation for the project.
<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</b>	n/a

<b>and/or tender documents:</b>	
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate</b>	In accordance with the Concession Law the draft of the concession agreement shall be included only in the projects in respect of the facilities for the provision of communal services (heating and water supply, water disposal)
<b>14.1. Are the tender documents published online?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory</b>	Pursuant to Article 23(4) of the Concession Law a public partner shall publish the tender documentation online solely in respect of open tenders.

<b>provisions (if any):</b>	
<b>and please specify the website:</b>	<a href="http://torgi.gov.ru">http://torgi.gov.ru</a>
<b>15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?</b>	<p>Yes</p>
<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>	<p>There are model contracts for concession agreements for various types of objects of the agreement (a highway, a subway, an educational institution, etc.). They can be found at <a href="http://www.pravo.gov.ru/">http://www.pravo.gov.ru/</a> and <a href="http://www.consultant.ru/document/cons_doc_LAW_199921/">http://www.consultant.ru/document/cons_doc_LAW_199921/</a> (list of available forms). The Model Concession Agreement in respect of Highways and Other Transportation Infrastructure is available at: <a href="http://pravo.gov.ru/proxy/ips/?docbody=&amp;nd=102106852&amp;intelsearch=%F2%E8%EF%EE%E2%E3%EE+%EA%EE%ED%F6%E5%F1%F1%E8%EE%ED%ED%EE%E3%EE+%F1%EE%E3%EB%E0%F8%E5%ED%E8%FF">http://pravo.gov.ru/proxy/ips/?docbody=&amp;nd=102106852&amp;intelsearch=%F2%E8%EF%EE%E2%E3%EE+%EA%EE%ED%F6%E5%F1%F1%E8%EE%ED%ED%EE%E3%EE+%F1%EE%E3%EB%E0%F8%E5%ED%E8%FF</a>.</p>
<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</b>	<p>No</p>

<b>other Government entity)</b>	
<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>	Yes
<b>To be established in the contract</b>	No

<b>Relevant legal/regulatory provision (if any)</b>	Federal Law No. 7-FZ “On Protection of Environment” of 10.01.2002 and other legislation adopted in accordance with this law.
<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>	Article 8 of the Concession Law establishes a general obligation of the concessionaire to operate the facility and, therefore, to obtain all necessary permits
<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</b>	No

<b>assigned to the procuring authority (or other Government entity)</b>	
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Article 11 of the Concession Law contemplates that the land/subsoil/water/forest or other plots are provided to the private partner by the public partner on the basis of a lease (sublease) agreement for a term not exceeding the term of the concession agreement. The procedure for the entry into the land lease (sublease) agreement is to be specified in the concession agreement according to Article 10(1)(5) of the Concession Law.
<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>	Pursuant to Article 10 (5) of the Concession Law, the terms and conditions of the concession agreement will include the procedure for making available to the concessionaire land plots designed to conduct the activity envisaged under the concession agreement and the period for making agreements of lease (sub-lease) of said land plots with the concessionaire (when the conclusion of agreements of lease (sub-lease) for land plots is essential for conducting the activity stipulated under the concession agreement);
<b>PPP Procurement</b>	
<b>18. Which of the</b>	No

<p><b>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></p>	
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The bid evaluation committee members require sufficient qualification without specific details.</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>The bid evaluation</b></p>	<p>Yes</p>

<b>committee members are not required to have any specific qualifications.</b>	
<b>Please elaborate and provide examples:</b>	<p>Pursuant to Article 25 (2) of the Concession Law: Members of the tender commission, independent experts may not include citizens who filed applications for participation in the tender or who are staff employees of organisations that filed such applications for participation in the tender or citizens who are shareholders (members) of those organisations or members of the governing bodies of same or affiliated persons of participants in the tender. When such persons are identified among the members of the tender commission, independent experts, the conceder shall replace them with other persons.</p>
<b>19. Does the procuring authority issue a public procurement notice of the PPP project?</b>	<p>Yes</p>
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 21 (3) of the Concession Law, when holding an open tender the information and the reports of the tender commission envisaged by Articles 24 - 26, 28, 29, 31, 33 - 35 of this Federal Law shall be subject to posting on the official site of the Russian Federation on the Internet for posting of the information on tenders at <a href="http://www.torgi.gov.ru">www.torgi.gov.ru</a>, as well as on the official site of the concession provider on the Internet or in the case of the absence with the municipal formation of an official site on the Internet then on the official site in the Internet of the constituent entity of the Russian Federation in the borders of which such a municipal formation is located, (hereinafter referred to as posting on the official site on the Internet). The information on the holding of an open the tender shall be accessible for review to any persons at no charge</p>
<b>19.1. If yes, is the public procurement notice published online?</b>	<p>Yes</p>
<b>If yes, please specify the website:</b>	<p><a href="http://torgi.gov.ru">http://torgi.gov.ru</a></p>
<b>20. Are foreign companies prohibited from participating in the</b>	<p>No</p>

bidding process?	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
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?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 27(2) of the Concessions Law, a minimum period for submission of bids is 30 business days after the date of publication of the tender notification or submission of the tender notifications to the proposed participants of a closed tender
and the time in calendar days:	30
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	Yes

<b>tendering: Available</b>	
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 21 (1) of the Concession Law, Competition for the right to conclude a concession agreement may be open (applications for participation in the competition may be represented by any person) or closed (applications for participation in the contest can be submitted by persons to whom invitations are sent take part in such a competition in accordance with the decision on concluding a concession agreement).
<b>22.2. Restricted tendering (with pre-qualification stage): Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 29 of the Concession Law.
<b>22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<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 23 (1) of the Concession Law, the tender documents contain, but are not limited to, the following: 14) the procedure, place and time limits for making tender offers (dates and time of commencement and expiration of those time limits);15) the procedure and period for amendment and/or withdrawal of applications for the tender and of tender offers; 16) procedure, place, date and time for opening envelopes with tender applications ;17) procedure and time limits for conducting preliminary selection of bidders at the tender, date of signing a protocol on conducting preliminary selection of bidders at the tender; 18) procedure, place, date or date if according to the tender documentation bids are to be submitted in two separate sealed envelopes in accordance with Part 1 of Article 30 of the present Federal Law,

	and time for opening envelopes with tender bids; 19) procedure for examining and assessing tender bids; 20) procedure for determining the winner of the tender
<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 23 (1) of the Concession law, the tender documents shall contain: the requirements made upon the bidders at the tender (including the requirements upon their qualifications, professional and business qualities) in accordance with which preliminary selection of bidders at the tender shall be made.
<b>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	Article 23 of Concession Law requires that tender documentation stipulate such criteria, therefore, neither the procuring authority nor the bidders can ignore said legal requirement.
<b>If no, please elaborate:</b>	n/a
<b>23. Can interested parties/potential bidders submit questions to clarify the</b>	Yes

<p><b>public procurement notice and/or the request for proposals?</b></p>	
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Pursuant to Article 23 (5) of the Concession law, the Grantor or the tender commission shall supply, in writing, explanations of the provisions of the tender documents at the request of the applicants when such requests are received either by the Grantor or tender commission not later than 10 (ten) working days prior to the expiration of the term for filing applications for the tender</p>
<p><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></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Pursuant to Article 23 (5) of the Concession law, the explanations of the provisions of the tender documents shall be forwarded by the Grantor or tender commission to each applicant within the term established by the tender documentation but not later than 5 (five) working days prior to the expiration of the deadline for submission of applications for the tender, by enclosing the content of the request without reference to the applicant who made the request. In the case of holding an advertised tender, explanations of the provisions of the tender documents enclosing the content of the request without naming the applicant who made the request shall also be posted on an official Internet site. The requests from the applicants mentioned under this part and explanations of the provisions of the tender documents at the request of the applicants enclosing the content of the request without naming the applicant who made the request, may also be forwarded to them by electronic mail</p>
<p><b>23.2. Based on your experience, is it always the case that this disclosure of information</b></p>	<p>Yes</p>

<b>is done in practice?</b>	
<b>If yes, please specify:</b>	Generally tender commissions and concession grantors disclose abovementioned information and publish explanations of the tender documentation on the official website <a href="https://torgi.gov.ru/">https://torgi.gov.ru/</a>
<b>If no, please elaborate:</b>	n/a
<b>24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<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>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>24.2. Based on your</b>	n/a

<b>experience, is it always the case that this disclosure of information is done in practice?</b>	
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>If no, please elaborate:</b>	n/a
<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>	Pursuant to Article 24 (6) of the Concession Law, the use of tender criteria other than those envisaged by the present Article is prohibited.
<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

<p><b>The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</b></p>	<p>Yes</p>
<p><b>Please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Furthermore, Article 32(7) of the Concession Law provides that, at the discretion of the procuring authority, if less than 2 bids were submitted for the tender or met the tender criteria the procuring authority may either (i) declare the tender as failed or (ii) consider the single submitted bid.</p>
<p><b>The procuring authority does not award a PPP contract if only one proposal is submitted.</b></p>	<p>No</p>
<p><b>Please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The regulatory framework does not include any provisions.</b></p>	<p>No</p>
<p><b>28. Does the procuring authority publish the award notice?</b></p>	<p>Yes</p>
<p><b>If yes, please specify the means of publication</b></p>	<p>Pursuant to Article 35 (1) of the Concession Law, the tender commission shall, within fifteen working days from the signing of a protocol on the results of holding a tender or the taking by the Grantor of a decision to declare a tender invalid, be obligated to publish information on the results of holding a tender indicating the denomination (in the case of a legal person) or family</p>

<b>and provide the relevant legal/regulatory provisions (if any):</b>	name, first name, patronymic (in the case of an individual entrepreneur) of the winner of the tender or decision to declare the tender invalid by substantiating that decision in the official periodical that published information on holding the tender and post such information on the official Internet site.
<b>28.1. If yes, is the public procurement award notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	www.torgi.gov.ru and usually the official site of the procuring authority
<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>	Pursuant to Article 35 (2) of the Concession Law, the tender commission shall, within fifteen working days from the signing of a protocol on the results of holding a tender or the adoption by the Grantor of a decision to declare the tender invalid, be obligated to send a notice to bidders of the tender about the results of holding the tender. Said notice may also be sent electronically.
<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>	No
<b>If yes, please provide the relevant legal/regulatory</b>	n/a

<b>provisions (if any):</b>	
<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>	The procuring authority established a period for entering into the concession agreement in the tender documents
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Na
<b>31. Does the regulatory framework restrict negotiations with the selected bidder between the award and</b>	Yes

<p><b>the signature of the PPP contract in order to prevent an unfair disadvantage to the other bidders?</b></p>	
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Pursuant to Article 36 (1.1) of the Concession Law, after signing by the tender commission members of a record as to the tender results the body authorised by the awarding party shall hold talks on the basis of the decision on making the concession agreement in the form of joint conferences with the tender winner or with the other person in respect of which the decision has been taken to make the concession agreement in compliance with this Federal Law for the purpose of discussing the terms of the concession agreement and their probable modification on the basis of the talks' results. The terms of the agreement may not be modified on the basis of the talks' results, if the cited terms were the tender criteria and/or their content was defined on the basis of the competitive bid of the person in respect of which it has been decided to make the concession agreement. The time of and procedure for holding talks shall be determined by the tender documentation. The tender documentation shall provide for the terms of the concession agreement which are not subject to modification in the course of talks and/or the terms which are subject to modification with the observance of the procedure provided for by the tender documentation</p>
<p><b>31.1. Based on your experience, is it always the case that this restriction is respected in practice?</b></p>	<p>Yes</p>
<p><b>If yes, please specify:</b></p>	<p>This restriction is compulsory.</p>
<p><b>If no, please elaborate:</b></p>	<p>n/a</p>
<p><b>32. Does the procuring authority publish the PPP contract?</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>

<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</b>	n/a

<b>contract without including all its annexes and appendixes</b>	
<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 responsibilities or establishing specific management tools)?</b>	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 9 of the Concession Law: 1. The awarding party's monitoring of the performance of the concession agreement shall be carried out by the bodies or legal entities empowered by the awarding party in accordance with Article 5 of the present Federal Law as represented by their representatives who under the concession agreement have a right of free access to the facility deemed the subject matter of the concession agreement and also to the documentation relating to the performance of the activities set out in the concession agreement. 2. The conceder shall exercise control over compliance by the concessionaire with the terms and conditions of the concession agreement, including over fulfillment of obligations to observe the time limits for construction and/or reconstruction of the object of the concession agreement, to effect investments in its construction and/or reconstruction, to ensure the compliance of technical-economic indices of the object of the concession agreement with the technical-economic indices set under the concession agreement, to conduct the activity specified under the concession agreement, to make use of (to operate) the object of the concession agreement in accordance with the purposes envisaged under the concession agreement. 3. The representatives of the bodies or persons specified under Part 1 of this Article shall have no right: 1) to interfere in the conduct of the economic activity of the concessionaire; 2) to divulge data classified in the concession agreement as data of a confidential nature or constituting a commercial secret. 4. The procedure for control to be exercised by the conceder over compliance by the concessionaire with the terms and conditions of the concession agreement shall be established under the concession agreement.</p>
<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>	<p>No</p>
<b>Relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa</b>	<p>No</p>
<b>Relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>

<b>ory provisions (if any):</b>	
<b>Elaboration of a PPP implementation manual or an equivalent document</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)</b>	No
<b>Relevant legal/regulat</b>	n/a

<p>ory provisions (if any):</p>	
<p><b>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.</b></p>	<p>n/a</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 PPP contract management team members are required to meet sufficient qualification without specific details.</b></p>	<p>n/a</p>

<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>	n/a
<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>	Pursuant to Article 9 of the Concession Law the concession grantor shall exercise control over compliance by the concessionaire with the terms and conditions of the concession agreement, including fulfillment of obligations to observe the time limits for construction and/or reconstruction of the object of the concession agreement, investments in its construction and/or reconstruction, compliance of technical-economic indices of the object of the concession agreement with the technical-economic indices set under the concession agreement.
<b>42.1. If yes, is the PPP contract construction performance information made</b>	Yes

<b>available to the public?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 9 (6) of the Concession Law the report containing the results of the concession grantor's control shall be published on the official website of the concession grantor and access to such report shall be available for the term of the concession agreement and for 3 years after termination of the agreement.
<b>42.2. If yes, is the PPP contract construction performance information made publicly available online?</b>	Yes
<b>If yes, please specify the website:</b>	The official website of the respective procuring authority.
<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>	<p>Pursuant to Article 9 (4) of the Concession Law, the procedure for control to be exercised by the Grantor over compliance by the concessionaire with the terms and conditions of the concession agreement shall be established under the concession agreement.</p> <p>Furthermore, Article 9 (2) of the Concession Law provides that the concession grantor is entitled to exercise control over compliance by the concessionaire with the terms and conditions of the concession agreement, including over fulfillment of obligations to observe the time limits for construction and/or reconstruction of the object of the concession agreement, to effect investments in its construction and/or reconstruction, to ensure the compliance of technical-economic indices of the object of the concession agreement with the technical-economic indices set under the concession agreement, to conduct the activity specified under the</p>

	concession agreement, to make use of (to operate) the object of the concession agreement in accordance with the purposes envisaged under the concession agreement.
<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>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	Pursuant to Article 9 (2) of the Concession Law, the concession grantor is entitled to exercise control over compliance by the concessionaire with the terms and conditions of the concession agreement, including over fulfillment of obligations to observe the time limits for construction and/or reconstruction of the object of the concession agreement, to effect investments in its construction and/or reconstruction, to ensure the compliance of technical-economic indices of the object of the concession agreement with the technical-economic indices set under the concession agreement, to conduct the activity specified under the concession agreement, to make use of (to operate) the object of the concession agreement in accordance with the purposes envisaged under the concession agreement.
<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</b>	No

<b>provide the procuring or contract management authority with periodic operational and financial data</b>	
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>The procuring or contract management authority must periodically gather information on the performance of the PPP contract</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	No regulatory basis
<b>The PPP contract performance information must be available to the public</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	Article 9(6) of the Concession Law. The act on the results of monitoring shall be published on the official website of the respective procuring authority.
<b>43.2. Is PPP contract performance information made</b>	Yes

<b>publicly available online?</b>	
<b>If yes, please specify the website:</b>	The official website of the respective procuring authority.
<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 provisions (if any):</b>	(1) Article 5(2) of the Concession Law requires a consent of the public partner for assignment of rights / transfer of obligations under a concession agreement. (2) Pursuant to Article 5(4) of the Concession Law, the rights of a private partner under a concession agreement can pledged / assigned to secure its obligations towards lenders

<b>ory/standard contractual provisions (if any):</b>	financing the relevant concession agreement on the terms set out in the concession agreement. There shall be a multi-party agreement between the public partner, private partner and lender(s) to regulate their mutual rights and obligations.
<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</b>	According to Article 5(3) of the Concession Law, in the event of corporate reorganization of a private partner, its rights and obligations under the respective concession agreement can be transferred to its successor provided that it satisfies the requirements set by the tender

<b>legal/regulatory/standard contractual provisions (if any):</b>	<p>documentation for the bidders. Furthermore, the replacement of the private partner in the case of improper performance under a concession agreement shall, in accordance with Article 5(5) of the Concession Law, be conducted by way of a new tender (which shall generally be conducted on the terms applicable to the original tender).</p>
<b>In other cases, flexibility to change the ownership structure and/or assign the contract.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</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>Yes</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Pursuant to Article 13 (3) of the Concession Law, the terms of a concession agreement formulated on the basis of the decision on making the concession agreement and the concessionaire's competitive bid according to the tender criteria may be amended as agreed by the parties to the concession agreement on the basis of the decision of the Government of the Russian Federation (as regards a concession agreement in which the Russian Federation is the awarding party), the state power body of a constituent entity of the Russian Federation (as regards a concession agreement in which the constituent entity of the Russian Federation is the awarding party) or local authority (as regards a concession agreement in which the municipal entity is the awarding party), and also as provided for by Part 3.1 of this article, Part 7 of Article 5, Parts 1, 3 and 4 of Article 20 and by Article 38 of this Federal Law. Pursuant to Article 13 (3.2)</p>

	<p>of the Concession Law, in the case when the object of the concession agreements is the property aforementioned in part 1.2 of Article 10 of this Federal Law, for amending the conditions of the concession agreement, including the conditions subject to the amendment by agreement of the parties on the basis of decisions of the bodies of state power or institutions of the local self-government determined on the basis of the decision on the conclusion of the concession agreement, tender documentation and the competitive proposal of the concessionaire according to the criteria of tender, the consent of the antimonopoly body received according to the procedure and on the conditions established by the Government of the Russian Federation shall be necessary. The aforementioned consent shall be required also in the cases of amending the conditions of the concession agreements on the grounds envisaged by parts 1, 3 and 4 of Article 20 of this Federal Law. For amending the conditions of the concession agreements in the cases envisaged by part 3.1 of this Article, part 7 of Article 5 and Article 38 of this Federal Law the preliminary consent of the antimonopoly body shall not be required.</p>
<p><b>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</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 Article 13 (3.8 and 3.9) of the Concession Law, by the Federal Antitrust Authority in cases when the essential terms of the concession agreement will be amended.</p>
<p><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></p>	<p>No</p>

<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>A change in the risk allocation 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 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>	Under Article 6 (2) of the Concession Law the term of the concession agreement in which the grantor is a constituent entity or municipality may be extended only upon the approval of the antimonopoly authority.
<b>A change in the agreed</b>	Yes

<b>price or tariff.</b>	
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Article 20 of the Concession Law provides certain guarantees to the concessionaire in relation to the change of the agreed price of tariffs. A concessionaire also may have certain guarantees under the sector specific legislation depending on the type of the facility.</p>
<b>46.3. Can the procuring authority unilaterally modify a PPP contract?</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</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>Yes</p>
<b>If yes, please provide the relevant legal/regulat</b>	<p>Pursuant to Article 13 (3.4) of the Concession Law, the concession grantor shall consider the concessionaire's demands for modification of the substantial terms of the concession agreement in cases when the implementation of the concession agreement has become impossible within the term established therein as a result of the occurrence of force majeure, in</p>

<b>ory/standard contractual provisions (if any):</b>	<p>the cases of a substantial change in the circumstances from which the parties proceeded when they concluded the concession agreement, and also in cases when decisions -- which have become final -- of a court or of the federal anti-trust body have established the impossibility of performance by the concessionaire or by the concession grantor of the obligations established by the concession agreement due to decisions, actions (omissions) of state bodies, local self-government bodies and/or the officials thereof.</p> <p>If the concession grantor refuses to change concession agreement provisions without substantial reasons in the circumstances described above, the concessionaire has the right to stop performing his obligations under the agreement (Article 13 (3.7)).</p>
<b>Material Adverse government action .</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Pursuant to Article 13 (3.4) of the Concession Law, the concession grantor shall consider the concessionaire's demands for modification of the substantial terms of the concession agreement in cases when the implementation of the concession agreement has become impossible within the term established therein as a result of the occurrence of force majeure, in the cases of a substantial change in the circumstances from which the parties proceeded when they concluded the concession agreement, and also in cases when decisions -- which have become final -- of a court or of the federal anti-trust body have established the impossibility of performance by the concessionaire or by the concession grantor of the obligations established by the concession agreement due to decisions, actions (omissions) of state bodies, local self-government bodies and/or the officials thereof.</p> <p>If the concession grantor refuses to change concession agreement provisions without substantial reasons in the circumstances described above, the concessionaire has the right to stop performing his obligations under the agreement (Article 13 (3.7)).</p>
<b>Change in the Law.</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Pursuant to Article 20 (1) of the Concession Law, should during the period of validity of the concession agreement, the legislation the Russian Federation, the legislation of the subjects of the Russian Federation or regulatory legal acts of local self-government bodies establish norms that may worsen the situation of the concessionaire in such a way that it is significantly deprived of what it was entitled to expect when making the concession agreement, the parties to the concession agreement shall amend the terms and conditions of the concession agreement for the purpose of ensuring the property interests of the concessionaire existing on the day of signing the concession agreement. The procedure for making such amendments shall be such as defined in the concession agreement</p>
<b>Refinancing.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</p>
<b>Subcontracting and replacement</b>	<p>No</p>

<b>of the subcontractors.</b>	
<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 17 of the Concession Law, disputes between the Grantor and the concessionaire shall be settled in accordance with the legislation of the Russian Federation in courts, arbitration courts, courts of private arbitration of the Russian Federation.
<b>48.1. If yes, please specify which of the following options are available (check all that apply):</b>	No

<b>Local administrative review body</b>	
<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>	No
<b>Mediation</b>	No
<b>Please provide the relevant legal/regulatory/standard contractual provisions (if any)</b>	Article 17 of the Concession Law provides that disputes between public and private partners shall be settled in accordance with the laws of the Russian Federation in courts (i.e., courts of general jurisdiction), arbitrazh courts (i.e., state commercial courts) and domestic arbitration institutions of the Russian Federation.
<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>	Article 17 of the Concession Law provides that disputes between public and private partners shall be settled in accordance with the laws of the Russian Federation in courts (i.e., courts of general jurisdiction), arbitrazh courts (i.e., state commercial courts) and domestic arbitration institutions of the Russian Federation.
<b>International arbitration</b>	Yes
<b>If yes, please provide the relevant legal/</b>	The Russian Federation is a member of the New York Convention.

<b>regulatory provisions/s standard contractual provisions (if any):</b>	
<b>Investor-State arbitration</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions/s standard contractual provisions (if any):</b>	n/a
<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>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Article 5 (5.1 and 7) of the Concession Law provides an option to replace a person under a concession agreement because of the concessionaire's failure to discharge or improper discharge of the obligations thereof toward creditors.
<b>50. Does the regulatory framework (including standard contractual</b>	Yes

<p>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?</p>	
<p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>	<p>Pursuant to Article 5 (4) of the Concession Law, if the subject matter of a concession agreement is the property provided for by Article 4 (1) (1,11) of the Concession Law and the concessionaire attracts borrowed assets to secure the discharge of the concessionaire's obligations under the concession agreement, the concessionaire's rights under the concession agreement may be used as a way to secure the discharge of the concessionaire's obligations towards creditors in the procedure and under the terms which are defined by the concession agreement in compliance with the Concession Law. On such occasion, the awarding party, concessionaire and creditors shall make an agreement defining the parties' rights and duties (in particular liability in case the concessionaire's failure to discharge or improper discharge of the obligations thereof towards the awarding party and creditors). The concessionaire may be replaced without holding a tender subject to the creditors' opinion on the basis of a decision of the Government of the Russian Federation on condition that the concessionaire's failure to discharge obligations thereof under the concession agreement or their improper discharge have entailed violation of major terms of the concession agreement and/or have inflicted harm upon human life or health or there is a threat that such harm can be inflicted.</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</b></p>	<p>No</p>

<b>step-in rights.</b>	
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>The regulatory framework prescribes that a direct agreement should be signed with the lenders.</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to Article 5 (4) of the Concession Law, in the event that the object of the concession agreement is property provided for by Article 4 of this Federal Law, and for the performance of the concessionaire's obligations under the concession agreement, the concessionaire attracts funds lenders, the concessionaire's rights under the concession agreement may be used as a way of ensuring fulfillment of obligations of the concessionaire to creditors in the manner and on the conditions that are determined by the concession agreement in accordance with this Federal Law In this case, between a concessionaire and creditors shall enter into an agreement , which determine the rights and obligations of the parties (including liability in case of non-performance or improper performance concessionaire of its obligations to the concedent and creditors). The replacement of the concessionaire without a tender can be based on the decision of the creditors Government of the Russian Federation, public authority subject of the Russian Federation or a local government body, decision to conclude a concession agreement , with provided that failure to perform or improper performance concessionaire of obligations under the concession agreement entailed violation of the essential terms of the concession agreement and (or) harm to life or health of people is harmed or there is a threat causing such harm. A new concessionaire, to which rights and obligations under the concession agreement should to meet the requirements for the participants of the competition, established this Federal Law and tender documentation
<b>The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.</b>	No
<b>If yes, please specify and</b>	n/a

<b>provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	
<b>Other.</b>	No
<b>Please Specify:</b>	n/a
<b>51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Pursuant to Article 13 (5) of the concession law, the concession agreement shall be terminated: 1) upon the expiration of the term of validity of the concession agreement; 2) by agreement of the parties; 3) in the event of early dissolution of the concession agreement on the basis of a court decision; 4) where it is provided for by the concession agreement, its early termination on the basis of a decision of the Government of the Russian Federation or of the federal executive power body authorized by it (as regards a concession agreement in which the Russian Federation is the awarding party), of the state power body of a constituent entity of the Russian Federation (as regards a concession agreement in which the constituent entity of the Russian Federation is the awarding party) or local authority (as regards a concession agreement in which the municipal entity is the awarding party), of the concessionaire's failure to discharge or improper discharge of obligations under the concession agreement have entailed the infliction of harm to human life or health or there a threat of such harm's infliction Articles 13 (5), 15 (1-1.1), and 15 (4) of the Concession Law.</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>	Yes

<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>In case of concession projects, transfer of title to the facility to the respective grantor (Article 14(1) of the Concession Law). In case of early termination of the concession agreement, the concessionaire is entitled, pursuant to Article 15(5) of the Concession Law, to claim compensation for its costs and expenses incurred in connection with the construction / reconstruction of the facility. If the pricing for the implementation of the concession project was subject to pricing (tariffs) regulation, the concessionaire may claim for the compensation of the expenses and costs to which the concessionaire would have been entitled to based on the regulated tariffs. If upon termination of the respective concession agreement as set out above the facility is transferred to the grantor, the rights of the concessionaire to the land plot, subsoil plot or other plots (as applicable) underlying the facility are also terminated (Article 11(3) of the Concession Law).</p>
<b>Unsolicited Proposals</b>	
<b>34. Are unsolicited proposals in The Russian Federation: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)</b>	<p>No</p>
<b>Explicitly allowed by the legal framework?</b>	<p>Yes</p>
<b>Not regulated by the legal framework, but do happen in practice?</b>	<p>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>No</p>
<b>If the legal framework</b>	<p>Pursuant to Article 37 (4.1-4.12) of the Concession Law, a concession agreement may be concluded on the initiative of the persons which are mentioned in Item 2 of Part 1 of Article 5 of</p>

<p><b>explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</b></p>	<p>the present Federal Law and meet the requirements set out in Part 4.11 of the present article, in the procedure established by Parts 4.2 - 4.10 and 4.12 of the present article.</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 37 (4.4) of the Concession Law, within 30 calendar days after the receipt of the offer for conclusion of a concession agreement the body empowered by the Government of the Russian Federation or by the subject of the Russian Federation or by the municipal formation to consider the offer for conclusion of a concession agreement shall consider such offer and take a decision on: 1) the possibility of conclusion of the concession agreement in respect of specific pieces of immovable property or of immovable property and movable property which are technologically mutually connected and are intended for pursuing the activities envisaged by the concession agreement on the terms set out in the offer for conclusion of a concession agreement; 2) the possibility of conclusion of the concession agreement in respect of specific pieces of immovable property or of immovable property and movable property technologically mutually connected and intended for pursuing the activities envisaged by the concession agreement on other terms; 3) the impossibility of conclusion of the concession agreement in respect of specific pieces of immovable property or of immovable property and movable property technologically mutually connected and intended for pursuing the activities envisaged by the concession agreement with the ground for the refusal being indicated</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>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>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.</p>	<p>No</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The regulatory framework requires unsolicited</p>	<p>Yes</p>

<p><b>proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</b></p>	
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>According to Article 37 (4.3) of the Concession Law, as a general rule the private initiator shall prove that his proposal is consistent with the respective state or municipal programmes.</p> <p>Furthermore, pursuant to Article 37 (cl. 4.5 subclause 5) one of the grounds for denial of the unsolicited proposal is that the creation and (or) reconstruction of the object of the proposed concession agreement does not correspond to programs on integrated development of communal infrastructure systems of settlements, urban districts or state programs of the Russian Federation on the relevant level (federal, state, municipal).</p>
<p><b>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</b></p>	<p>No</p>
<p><b>Please elaborate and provide examples:</b></p>	<p>n/a</p>
<p><b>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory</b></p>	<p>Pursuant to Article 37 (4.7) of the Concession Law, if a decision is taken on possibility of conclusion of the concession agreement on the terms proposed by the initiating person the body empowered by the Government of the Russian Federation or by the subject of the Russian Federation or by the municipal formation to consider the offer for conclusion of a concession</p>

<b>provisions (if any):</b>	<p>agreement shall do the following within 10 days after the date of said decision: place on the official website on the Internet intended for posting information on public sales which is designated by the Government of the Russian Federation a offer for conclusion of the concession agreement for the purposes of receiving applications expressing readiness for bidding in order to conclude the concession agreement on the terms defined in the offer for conclusion of a concession agreement in respect of the object of the concession agreement envisaged in the offer for conclusion of a concession agreement from other persons meeting the requirements set out in Part 4.1 of the present article as applicable to a person initiating the conclusion of a concession agreement.</p>
<b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Article 37 (4.9) of the Concession Law, if within 45 days after the time of placement on the official website on the Internet intended for posting information on public sales which is designated by the Government of the Russian Federation of the offer for conclusion of a concession agreement applications expressing readiness for bidding are received for conclusion of the concession agreement in respect of the object of the concession agreement envisaged in the offer for conclusion of a concession agreement from other persons which meet the requirements presented by Federal Law to the concessionaire and also the requirements presented by Part 4.1 of the present article the body empowered by the Government of the Russian Federation or by the subject of the Russian Federation or by the municipal formation to consider the offer for conclusion of a concession agreement shall place this information on the official website on the Internet intended for posting information on public sales which is designated by the Government of the Russian Federation. In this case the conclusion of the concession agreement shall be effectuated on a competitive basis in the procedure established by this Federal Law</p>
<b>and the time in calendar days:</b>	<p>45</p>
<b>39.1 Does the procuring authority use any of the following incentive mechanisms to</b>	<p>No</p>

<p>reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.</p>	
<p><b>39.2 Developer's fee (reimbursing the original proponent for the project development cost).</b></p>	No
<p><b>39.3 Bid Bonus.</b></p>	No
<p><b>39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).</b></p>	No
<p><b>39.5 Other.</b></p>	Yes
<p><b>Please specify:</b></p>	<p>If no bids have been made by third parties within a period of 45 days from the publication of the decision on the project conduct/proposal to conclude the concession agreement, the concession-based PPP project shall be awarded to the person who had submitted the unsolicited proposal without a tender.</p>
<p><b>Please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Pursuant to Article 37(4.10) of the Concession Law</p>

