



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

SURVEY QUESTION	ANALYSIS
<b>PPP Regulatory Framework</b>	
<b>2. Does the regulatory framework in your country allow procuring PPPs?</b>	Yes
<b>If yes, please specify the relevant regulatory framework and the year of adoption:</b>	<p>PPPs in the Republic of Tajikistan are currently governed by Law No. 907 on Public Private Partnerships dated 28 December 2012 (hereinafter the “PPP Law”). This law regulates the PPP approval process, the contents of the PPP agreement, and contains some provisions on the termination of the contract as well as the dispute resolution mechanisms to be employed. Resolution of the Board No. 81 dated 25 September 2014 on the “The Preparation and Implementation of PPP Projects in the Republic of Tajikistan” (hereinafter “Resolution of the Board No. 81”), provides guidelines on the preparation and implementation of projects, along with guidelines and responsibilities of the PPP Council/Unit.</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>PPP Law: <a href="http://ppp.tj/wp-content/uploads/2015/08/law4.pdf">http://ppp.tj/wp-content/uploads/2015/08/law4.pdf</a></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>	No
<b>Please describe:</b>	n/a
<b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b>	Yes
<b>Please describe:</b>	<p>A Draft Law on Introducing and Amending the Law of the Republic of Tajikistan “On Public Private Partnership” was developed. At this point the project is under consideration of the Executive Apparatus of the President of the Republic of Tajikistan.</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>	No

<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<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>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Energy generation and distribution.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>3.4 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Telecom</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	Clause 9 of the List: Objects of the State Courier Service, TV and radio broadcasting centers of the Committee on Television and Radio under the Government of the Republic of Tajikistan.
<b>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>	Yes
<b>If yes, specify and provide the relevant legal/regulatory provisions:</b>	List approved by the Governmental Decree on 4 September, 2014, No 581: 1) objects related to production, processing and storage of strong poisons, drugs and poisonous substances, 2) objects engaged in scientific researches, production, processing and disposing of radioactive materials, 3) specialized facilities for the production of baby food for medical institutions
<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>	No
<b>If yes, please specify and provide the relevant</b>	n/a

<b>legal/regulatory provision (if any):</b>	
<b>5. Please identify the PPP procuring authorities in Tajikistan and provide their website(s) (if available):</b>	The PPP procuring authorities are the central and local executive authorities (ministries, agencies, local authorities) as well as the State Committee on Investments and State Property Management ( <a href="http://www.gki.tj/">http://www.gki.tj/</a> ).
<b>6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?</b>	Yes
<b>If yes, please indicate its name, and its website (if available):</b>	State Enterprise on Implementation of PPP Projects ( <a href="http://www.ppp.tj">www.ppp.tj</a> )
<b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b>	Yes
<b>6.2 PPP capacity building for other public authorities.</b>	Yes
<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	Yes
<b>6.4 Technical support in implementing PPP projects.</b>	No
<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>	Yes
<b>6.11 Other</b>	No
<b>6.11 please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions:</b>	Article 6 of the PPP Law sets out following powers and activities of the governmental authorized body:- To act as the secretariat of the Council, to manage records and provide logistical support of the meetings of the Council;- To identify issues of PPP and submit them to the Council for consideration;- To develop technical and methodological tools for a partnership project;- To harmonize and provide assistance to contracting authorities on partnership projects;- To provide the contracting authorities with training on partnership initiatives;- To review the primary feasibility studies provided by the

	<p>contracting authority;- To provide assistance in the development of a feasibility study of a provided partnership project at the request of the contracting authority;- To review the initial partnership project with attached feasibility study developed by a contracting authority, and make recommendations to the appropriate contracting authority as to whether the proposed project is feasible for the contracting authority in accordance with the mechanism and whether it meets the following requirements: a) is value for money; b) is feasible to implement;- To make recommendations to the Council based on submitted preliminary proposals and feasibility studies of the partnership project;- To consider the formal requests of the contracting authority for expressions of interest to tender pre-qualification documents;- To consider the pre-qualification reports submitted by the contracting authority;- To make recommendations to the Council on requests submitted by the contracting authority, based on the full legal and financial analyses of each proposed Agreement, including the analysis of any preferences or privileges offered to the private sector by or on behalf of the contracting authority;- To develop recommendations for Agreements submitted by the contracting authority to the Council in accordance with Article 21 of the Law of RT “On Public-Private Partnership”;- To monitor the ongoing partnership projects that are managed by the contracting authorities;</p>
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	No

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting according to International Public Sector Accounting Standards (IPSAS).</b>	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. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?</b>	Yes
<b>If yes, please specify the relevant authority</b>	Prior to launching the procurement process the procuring authority shall obtain consent of the PPP Board, which is headed by the First Deputy of the Prime Minister of the Republic of Tajikistan. Other members of the PPP Board are the Minister of Finance, Minister of Justice, Minister of Energy and Water Resources, Minister of Economic Development and Trade, State Committee on Investments and Management of State Property, Committee on Architecture and Construction, Committee on Geodesic and Land Management, Director of the PPP Projects Implementation Center and head of the central or local state authority authorized to execute PPP contracts.
<b>and provide the relevant legal/regulatory provisions (if any):</b>	Article 7 of the PPP Law
<b>9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP</b>	No

<b>project before signing the PPP contract?</b>	
<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>	No regulatory basis
<b>11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework does not include any provisions but the procuring authority evaluates the</b>	No

<b>consistency of PPPs with other government investment priorities in practice.</b>	
<b>If yes, please elaborate:</b>	n/a
<b>The procuring authority does not evaluate PPPs against existing government priorities.</b>	Yes
<b>Please elaborate and provide examples:</b>	No Regulatory Basis
<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 the decision to proceed with it? (check all that apply): Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	According to Annex 1 of the Resolution of the Board No. 81, the initial project proposal shall contain information on the expected socio-economic effect of the project. Furthermore, Pursuant to Article 7 (1) of the PPP Law, the contracting authority shall undertake a preliminary feasibility study of each presented partnership project or order the study and submit to the authorized governmental body.
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	n/a
<b>12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)</b>	Yes

<b>Relevant legal/regulatory provision (if any)</b>	According to Annex 1 of the Resolution of the Board No. 81, the initial project proposal shall contain information on the estimated cost of the project, the form of the State participation in support and implementation of the project, and the sources of financing (equity participation, national support, investor contribution, local contribution, and other contributions).
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	n/a
<b>12.3. Risk identification, allocation and assessment (risk matrix)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	According to Annex 2 of the Resolution of the Board No. 81, when employing the ranking method, important characteristics of the project are evaluated. One of those characteristics is: the potential for the definition and transmission of risks.
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	n/a
<b>12.4. 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>	Annex 2 of Resolution of the Board No. 81 examines whether a PPP is the best option for such a project, or if a PPP is the relevant method of implementation.
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	n/a
<b>12.5. Financial viability or bankability assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	According to Annex 2 of the Resolution of the Board No. 81, when employing the ranking method, important characteristics of the project are evaluated. These characteristics include: The volume of investments; The complexity; The



	use of the infrastructure or social services; degree of involvement of state-owned assets; estimated cash flows; Access on the basis of the yield structure (Potential for direct collection of income); The potential for the definition and transmission risks; Potential for specifications based on result; Estimated life cycle / the duration of the contract; Social / political acceptability of project.
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	n/a
<b>12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Annex 2 of the Resolution of the Board No. 81 includes an assessment evaluating the market interest in the project.
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	n/a
<b>12.7. Environmental impact assessment</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	No
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a
<b>12.8. Consultation process with affected communities on potential impact of the PPP project</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a

<b>13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 14 (2) of the PPP Law, the contracting authority shall submit to the authorized governmental body full legal and financial analyses of each Agreement, which will be attached to the final request for proposals. These legal and financial analyses shall include all of the factors (foundations, reasons) of investments proposed to the private sector on behalf of the contracting authority.
<b>and specify which of the assessments are included in the request for proposals and/or tender documents:</b>	Full legal and financial analyses which shall include all of the factors.
<b>13.1. Are the assessments published online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>specify the website</b>	n/a
<b>please specify which of the assessments are published online:</b>	n/a
<b>14. Does the procuring authority include a draft PPP contract in the request for proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 15 (2) of the PPP Law, the content of the request for proposals shall include a list of the bidding documents and a draft of the proposed agreements to the relevant partnership project.
<b>If no, please elaborate</b>	n/a
<b>14.1. Are the tender documents published online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and please specify the website:</b>	n/a
<b>15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?</b>	No
<b>If yes, please specify and provide a government-</b>	n/a

supported website where the mentioned standards are available or provide an electronic copy of them:	
<b>16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the following requirements? Obtaining the required urban permits: Procuring authority (or other Government entity)</b>	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Pursuant to Article 29 (3) of the PPP Law, the agreement shall provide for all matters which Parties deem necessary, but definitely includes the following: the assistance that a contracting authority may provide in obtaining licenses and permits to the extent necessary for the implementation of the partnership project;
<b>16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)</b>	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	Pursuant to Article 29 (3) of the PPP Law, the agreement shall provide for all matters which Parties deem necessary, but definitely includes the following: the assistance that a contracting authority may provide in obtaining licenses and permits to the extent necessary for the implementation of the partnership project;
<b>16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)</b>	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No

<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 29 (3) of the PPP Law, the agreement shall provide for all matters which Parties deem necessary, but definitely includes the following: the assistance that a contracting authority may provide in obtaining licenses and permits to the extent necessary for the implementation of the partnership project;
<b>16.4. Obtaining the required land: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.5. Obtaining the required right of way: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>PPP Procurement</b>	
<b>18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No
<b>The bid evaluation committee members require sufficient qualification without specific details.</b>	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	No regulatory basis
<b>The bid evaluation committee members are not required to have any specific qualifications.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<b>19. Does the procuring authority issue a public procurement notice of the PPP project?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	According to Section's 79 and 80 of Annex 1 of Resolution of the Board No. 81, notice of the tender is to be published in the official media and on the official website of the procuring authority and the website of the PPP Board. The tender notice has to be published no less than 20 business days prior to the deadline of the submission of bids.
<b>19.1. If yes, is the public procurement notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	www.ppp.tj
<b>20. Are foreign companies prohibited from participating in the bidding process?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Section 80 of Annex 1 of Resolution of the Board No. 81, the procurement notice has to be published no less than 20 working days prior to the deadline to the submission of applications to participate in the tender procedure.
<b>and the time in calendar days:</b>	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 projects? Open tendering:</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Article 10 (2) of the PPP Law, The contracting authority shall present a call for expressions of interest and related attached pre-qualification tender documents to the authorized governmental body in order to obtain

	written consent for the ads, invitations, signature, or a call for bids on the tender, and the start of the pre-selection.
<b>22.2. Restricted tendering (with pre-qualification stage): Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	<p>Pursuant to Article 13 of the PPP Law:</p> <ol style="list-style-type: none"> <li>1. The contracting authority shall evaluate the qualifications of each bidder who has expressed interest in the pre-qualification using the criteria established by the pre-qualification bidding documents and this Law, and submit for the consideration of the authorized governmental body.</li> <li>2. The contracting authority shall invite all pre-selected tender participants (bidders) after approval by the authorized governmental body in accordance with the requirements of part 1 of this article for the submission of bids.</li> <li>3. After evaluation of pre-qualification bid, the contracting authority shall prepare a report on the pre-qualification with the corresponding pre-qualification criteria to the authorized governmental body.</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 provision (if any)</b>	n/a
<b>22.4. Competitive dialogue: Available</b>	No
<b>Default</b>	n/a
<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</b>	Yes

<b>providing the same information to all the bidders?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 10 (3) of the PPP Law, the call for expressions of interest shall include the following information:- a description of the partnership project;- an indication of the mandatory elements of the partnership project;- services provided by the private partner;- financial measures envisaged by the contracting authority;- a brief description of the main prerequisites of the Agreement;- the way and place of applying for pre-qualification and deadlines, the date and the time allowed to bidders for preparation and submission of a call expression of interest;- the way and place of collecting the pre-qualification tender documents;- the appropriate application about the contracting authority that it has the right to submit proposals upon completion of the pre-qualification procedures only from a limited number of bidders that best meet the criteria for pre-qualification;
<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 10 (5) of the PPP Law, the Pre-qualification tender documents shall contain the following information: a) The pre-qualification criteria; b) admissibility of a consortium; c) Restrictions, if any, on the number of pre-selected bidders to submit proposals by the end of the pre-qualification procedures and, if necessary, the method by which this selection will be carried out; d) Admissibility of an independent legal entity of the preferred bidder on request of the contracting authority in accordance with Article 27 of the PPP Law
<b>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate:</b>	According to Article 22 of the PPP Law, subject to approval of the Council, after receiving the recommendations of the authorized governmental body, a contracting authority may start negotiations on an agreement without using the procedures specified in Articles 9-21 of this Law in the following cases: - when there is an urgent need for ensuring continuity in delivery of services and be this in case when implementation of standards established by this chapter is inappropriate, given the circumstances that caused this urgent need, were neither foreseeable by the contracting authority nor the result of any dilatory conduct on its part; - where the partnership project is of short duration and the anticipated initial investment value does not exceed an amount prescribed by the Council;

	<ul style="list-style-type: none"> <li>- when the partnership project addresses issues of national defense or public security;</li> <li>- when there is only one source that can provide the required services, including the services of intellectual property, trade secrets or other exclusive rights, which are owned or possessed by a certain person (persons);</li> <li>- where the pre-selection bidding documents or a request for proposals was issued, but no responses were received, or when all the proposals failed to meet the evaluation criteria specified in the request for proposals, and if, in the opinion of the contracting authority, issuing new pre-selection bidding documents and a new request for proposals is not likely to result in an award of the contract within the required period of time;</li> <li>- in other cases, where the Council approves such an exception for compelling reasons of national or public interest or in the cases of recognition in the interest of local governmental body.</li> </ul>
<b>23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 18 of the PPP Law, a contracting authority may, at its own initiative or as a result of a request for clarification from the bidder, review, clarify or change any aspect of the request for proposals. A contracting authority shall indicate in the record of the selection procedures the nature of and justification for any clarification or modification of request for proposals and communicate to all the bidders in the same manner as the request for proposals, at a reasonable time, but not later than 7 calendar days prior to the deadline for submission of proposals.
<b>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 18 (2) of the PPP Law, the contracting authority shall indicate in the record of the selection procedures the nature of and justification for any clarification or modification of request for proposals and communicate to all the bidders in the same manner as the request for proposals, at a reasonable time, but not later than 7 calendar days prior to the deadline for submission of proposals.
<b>23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	No
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	No Data



<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 experience, is it always the case that this disclosure of information is done in practice?</b>	n/a
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	n/a
<b>25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate:</b>	Pursuant to Article 15 (3) of the PPP Law, a financial proposal required, where the financial proposal shall contain the average cost of the proposed partnership project for the duration of the project. However, a financial model itself is not required.
<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's 20 (2) and 20 (3) of the PPP Law, evaluation of the proposals shall be indicated in the request for submission of bids and be in accordance with the evaluation criteria, ratio, the process for reviewing proposals, and their value designed to such criterion. To achieve the aforementioned goals and objectives, a contracting authority may establish

	thresholds with respect to minimum acceptable technical and financial proposals.
<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>	Yes
<b>Please specify and provide the relevant legal/regulatory provisions (if any):</b>	According to Point 115 of Annex 1 of Resolution of the Board No. 81, if only one bid was submitted, then the tender procedure is considered void. However, in such a case, an agreement can be reached through the use of direct negotiations.
<b>The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</b>	No
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority does not award a PPP contract if only one proposal is submitted.</b>	No
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework does not include any provisions.</b>	No
<b>28. Does the procuring authority publish the award notice?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 25 of the PPP Law, notice on the award of a PPP contract shall be published in the respective manner except for contracts related to national and public security interests. Such a notice shall specify the private partner and the key terms of the PPP Contract.
<b>28.1. If yes, is the public procurement award notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	www.ppp.tj and on the website of the relevant procuring authority

<b>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 Section 136 of Annex 1 to Resolution of the Board No. 81, minutes of the review and evaluation of bids shall be published in the manner prescribed for the publication of reports the tender, within 10 working days from the date of expiry consideration of bids. Tenderers may send written notification of the results of the review and assessment of the bids.
<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 Section 135 (3) of Annex 1 of Resolution of the Board No. 81, the result of the review and assessments of the bids will include: the name and location of the winner of the tender, the rationale of the decision on the winning bid (bidder).
<b>30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and the time in calendar days:</b>	n/a
<b>30.1. Is the standstill period set out in the notice of intention to award?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of the PPP contract in order to prevent an unfair disadvantage to the other bidders?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>31.1. Based on your experience, is it always the</b>	n/a

case that this restriction is respected in practice?	
If yes, please specify:	n/a
If no, please elaborate:	n/a
<b>32. Does the procuring authority publish the PPP contract?</b>	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
<b>32.1. If yes, which of the following options best describes this publication (choose only one)?:</b> Publication of the full PPP contract including all its annexes and appendixes	n/a
Publication of the full PPP contract without including all its annexes and appendixes	n/a
Publication of a summary of the PPP contract without publishing the full PPP contract	n/a
Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes	n/a
Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes	n/a
<b>32.2. If yes, is it published online?</b>	n/a
If yes, please specify the website:	n/a
<b>32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?</b>	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
<b>PPP Contract Management</b>	
<b>41. Has the procuring or contract management authority established a system to manage the</b>	Yes

<b>implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 44 of the PPP Law, a contracting authority shall be responsible for ensuring the proper implementation, management, enforcement, monitoring, and reporting on the Agreement by the private partner.
<b>41.1. If yes, which of the following tools does it include (check all that apply)?: Establishment of a PPP contract management team</b>	No
<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 mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<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</b>	n/a

specified and/or its members are required to meet detailed qualifications.	
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are required to meet sufficient qualification without specific details.	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are not required to meet any specific qualifications.	n/a
Please elaborate and provide examples:	n/a
<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>	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
<b>42.1. If yes, is the PPP contract construction performance information made available to the public?</b>	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
<b>42.2. If yes, is the PPP contract construction performance information made publicly available online?</b>	n/a
If yes, please specify the website:	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>	Pursuant to Article 44 of the PPP Law, a contracting authority shall be responsible for ensuring the proper implementation, management, enforcement, monitoring, and reporting on the Agreement by the private partner.
<b>43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed against evaluation criteria set in the tender documents and the PPP contract</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>The private partner must provide the procuring or contract management authority with periodic operational and financial data</b>	No
<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>	Pursuant to Article 8 of the PPP Law ,the contracting authority has to present the quarterly and annual reports to the authorized governmental body and the Council on the management of ongoing partnership projects, bidding, the conclusion of the Agreement and the implementation stage of each partnership project.
<b>The PPP contract performance information must be available to the public</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>43.2. Is PPP contract performance information made publicly available online?</b>	No
<b>If yes, please specify the website:</b>	n/a

<b>44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to Article 35 (1) of the PPP Law, unless otherwise provided for in the contract, a controlling interest or shares in a legal entity of the private partner shall not be transferred to third parties without the consent of the contracting authority.
<b>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>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>In other cases, flexibility to change the ownership structure and/or assign the contract.</b>	No
<b>If yes, please provide the relevant</b>	n/a



<b>legal/regulatory/standard contractual provisions (if any):</b>	
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to Article 38 (1) of the PPP Law, an Agreement shall set out the extent to which a private partner is entitled to a revision of the Agreement with a view to providing compensation in the event that the cost of private partner's performance of the Agreement has substantially increased or that the value that the private partner receives for such performance has substantially diminished as compared with the costs and the value of performance originally foreseen, as a result of: 1) changes in economic or financial conditions; or 2) changes in legislation or regulations not specifically applicable to the implemented project, provided that the economic, financial, legislative or regulatory changes: a) take place after the conclusion of the Agreement; b) are beyond the control of the private partner; and c) are of such a nature that the private partner could not reasonably be expected to have taken them into account at the time the Agreement was concluded or have avoided or overcome their consequences.
<b>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<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>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>A change in the duration of the contract.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to Article 41 of the PPP Law, the duration of the Agreement shall be set forth in the Agreement. The contracting authority may not agree to extend the term of the Agreement, except as a result of the following circumstances: a) Delay, termination or suspension of the partnership project as a result of circumstances beyond the reasonable control of the parties; b) Suspension of a partnership project as a result of actions of the contracting authority or other governmental body; c) Increase in costs arising from requirements of the contracting authority not originally foreseen in the Agreement, if the private partner would not able to recover such costs without such extension; d) On agreement with the private partner, for reasons of national or public interest, as justified in the record to be kept by the contracting authority.
<b>A change in the agreed price or tariff.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>46.3. Can the procuring authority unilaterally modify a PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<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>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Material Adverse government action .</b>	Yes

<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Article 42 of the PPP Law sets out cases in which a contract can be terminated. A private partner can terminate a contract if the cost of the private partner's performance of the Agreement has substantially increased or the value that the private partner receives for such performance of the Agreement has substantially diminished as a result of acts or omissions of the contracting authority or other governmental body, and the parties have failed to agree on a revision of the Agreement.</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 37 of the PPP Law, the Agreement shall set out the extent to which a private partner is entitled to compensation in the event that the cost of the private partner's performance of the changes in the Agreement has substantially increased or that the value that the private partner receives for such performance has substantially diminished as compared with the costs and the value of performance originally foreseen, as a result of changes in legislation or other regulatory policies directly related to the partnership project.</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 of the subcontractors.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</p>
<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>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Article 46 of the PPP Law contains provisions for dispute settlement. It states that the relevant dispute settlement mechanism has to be established in the Agreement/contract.</p>
<b>48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body</b>	<p>No</p>
<b>If yes, please specify:</b>	<p>n/a</p>

<b>Local courts</b>	Yes
<b>Domestic arbitration</b>	No
<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>	n/a
<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/standard contractual provisions (if any):</b>	n/a
<b>International arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Tajikistan is a member of the New York Convention (as of 2012)
<b>Investor-State arbitration</b>	Yes
<b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>	Tajikistan is a member of the New York Convention (as of 2012)
<b>49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV) in financial difficulty prior to insolvency?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>50. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for</b>	Yes

<b>failure to meet service obligations?</b>	
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to Article 40 of the PPP Law, the contracting authority may agree with the request of any entity extending financing for the partnership project upon a material default by a private partner or other event that could otherwise justify the termination of the Agreement. But the private partner shall substitute a private partner with another person appointed to perform obligations under the present Agreement. The contracting authority may facilitate a private partner to securities any receivables and assets of the partnership project in favor of a lender, subject to such terms as the contracting authority may determine in order to safeguard the successful implementation, completion of work, management, and control of the partnership project.
<b>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>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to Article 40 of the PPP Law, the contracting authority may agree with the request of any entity extending financing for the partnership project upon a material default by a private partner or other event that could otherwise justify the termination of the Agreement. But the private partner shall substitute a private partner with another person appointed to perform obligations under the present Agreement. The contracting authority may facilitate a private partner to securities any receivables and assets of the partnership project in favor of a lender, subject to such terms as the contracting authority may determine in order to safeguard the successful implementation, completion of work, management, and control of the partnership project.
<b>The regulatory framework prescribes that a direct agreement should be signed with the lenders.</b>	No
<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 the lender step-in rights should be regulated in the contract.</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a

<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>	Pursuant to Article 42 of the PPP Law: A contracting authority may terminate the Agreement in the following cases: a) in the event that it can no longer be reasonably expected that the private partner will be able or willing to perform its obligations, owing to insolvency, material default or otherwise; or b) for compelling reasons of national or public interest, subject to payment of compensation to the private partner, as agreed in the Agreement. A private partner shall not terminate the Agreement except under the following circumstances: a) in the event of material default by the contracting authority or other governmental body of its obligations under the Agreement; b) if the conditions for a revision of the Agreement in accordance with Article 40 of the PPP Law are met, but the parties have failed to agree on a revision of the Agreement; or c) if the cost of the private partner's performance of the Agreement has substantially increased or the value that the private partner receives for such performance of the Agreement has substantially diminished as a result of acts or omissions of the contracting authority or other governmental body, and the parties have failed to agree on a revision of the Agreement. Either party has the right to terminate this Agreement by mutual consent or if the performance of its obligations is rendered impossible by circumstances beyond a party's reasonable control.
<b>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>	Pursuant to Article 43 of the PPP Law, an Agreement shall stipulate how compensation due to either party shall be calculated in the event of termination of the Agreement, and provide, where appropriate, for compensation for the fair value of works performed under the Agreement, costs incurred or losses sustained by either party, including, as appropriate, lost profits.
<b>Unsolicited Proposals</b>	
<b>34. Are unsolicited proposals in Tajikistan: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)</b>	No
<b>Explicitly allowed by the legal framework?</b>	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>	Pursuant to Article 28 (1) of the PPP Law, a contracting authority may receive, review, evaluate, and accept unsolicited proposal or proposal submitted on one's own initiative on the PPP, if this proposal: a) Was developed and submitted independently by a stakeholder to participate in a partnership project; b) Is beneficial for the public; c) Was prepared without any input from the authorized governmental body or a contracting authority; d) Includes sufficient details and information required by a contracting authority to prepare a feasibility study.
<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>	Pursuant to Article 28 (2) of the PPP Law, after preparing a feasibility study for an unsolicited proposal and receiving recommendations of the authorized governmental body, a contracting authority shall submit the unsolicited proposal and the feasibility study to the Council with a recommendation as to whether the tender meets the requirements of Article 9-21 or the requirements in Article 22 and 23 of the PPP Law.
<b>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 28 (2) of the PPP Law, after preparing a feasibility study for an unsolicited proposal and receiving recommendations of the authorized governmental body, a contracting authority shall submit the unsolicited proposal and the feasibility study to the Council with a recommendation as to whether the tender meets the requirements of Article 9-21 or the requirements in Article 22 and 23 of this Law.
<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
<b>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</b>	Yes
<b>Please elaborate and provide examples:</b>	The regulatory framework does not contain provisions that specifically state that the unsolicited proposal needs to be evaluated against existing government priorities.
<b>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Article 28 (2) of the PPP Law, after preparing a feasibility study for an unsolicited proposal and receiving recommendations of the authorized governmental body, a contracting authority shall submit the unsolicited proposal and the feasibility study to the Council with a recommendation as to whether the tender meets the requirements of Article 9-21 or the requirements in Article 22 and 23 of the PPP Law, where Articles 9-21 set out regulations for the tender selection procedures.
<b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Section 80 of Annex 1 of Resolution of the Board No. 81, the procurement notice has to be published no less than 20 working days prior to the deadline to the submission of applications to participate in the tender procedure.
<b>and the time in calendar days:</b>	28
<b>39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the presentation of unsolicited</b>	No



<b>proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.</b>	
<b>39.2 Developer's fee (reimbursing the original proponent for the project development cost).</b>	Yes
<b>39.3 Bid Bonus.</b>	No
<b>39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).</b>	No
<b>39.5 Other.</b>	No
<b>Please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	According to Section 16 of Annex 1 of Resolution of the Board No. 81: If the private partner initiating the PPP project does not become The winner of the tender, the winner of the tender reimburses the private partner - Initiator of the PPP project, expenses incurred for preparation Preliminary Feasibility study.