

BENCHMARKING PPP PROCUREMENT 2017 IN MOLDOVA

Regulatory and Institutional Framework for PPPs	
Does the regulatory framework in your country allow procuring PPPs?	Yes
Yes. If yes, please specify the relevant regulatory framework and the year of adoption:	1. Law on public-private partnership No 179 dated 10 July 2008 (from hereon "PPP Law"); 2. Government Decision No 476 dated 4 July 2012 on approving the Regulation on standard procedures and conditions for selection of the private partner (from hereon "Government Resolution No. 476"), 3. Law no. 96 on Public Procurement dated 13.04.2007 (from hereon "Public Procurement Law") - will be abrogated on May 1, 2016 4. Order No. 143 of 2 August 2013 of the Ministry of Economy on approving the Preliminary Matrix of the Project Risk Allocation (from hereon "Order No. 143") 5. Law no. 534 on Concessions dated 13.07.1995 (from hereon "Concessions Law") Pursuant to Article 18 (5) of the PPP Law, the concession contract as a legal form for public private partnership fulfillment represents a contract concluded in conformity with the legislation on concessions
and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:	1. PPP Law - http://lex.justice.md/md/328990/ 2. Government Resolution No. 476 - http://lex.justice.md/index.php?action=view&view=doc&lang=1&id=344004 3. Concessions Law - http://lex.justice.md/index.php?action=view&view=doc&lang=1&id=311682 4. Public Procurement Law - http://lex.justice.md/md/324662/ 5. Order No. 143 - http://lex.justice.md/viewdoc.php?action=view&view=doc&id=349276&lang=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? Transportation.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Water and irrigation	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Energy generation and distribution	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Telecom	No
If yes, please provide the relevant legal/regulatory provisions:	n/a

Health	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Education	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Other	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Please identify the PPP procuring authorities in country_name and provide their website(s) (if available):	<ol style="list-style-type: none"> 1. The Government of the Republic of Moldova (the "Government"): http://www.gov.md/ro 2. The Ministry of Economy of the Republic of Moldova (the "Ministry of Economy"): http://www.mec.gov.md/ 3. The Ministry of Finance of the Republic of Moldova (the "Ministry of Finance"): http://www.mf.gov.md/ 4. The Public Property Agency: http://www.app.gov.md/ 5. The National Council for Public - Private Partnership 6. Local Public Administration
In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?	Yes
If yes, please indicate its name, and its website (if available):	Within the Public Property Agency, there is a PPP Direction, which coordinates the PPP projects. http://www.app.gov.md/ . Furthermore, in addition to the Public Property Agency, a specialized government entity, the National Council for Public-Private Partnership is formed under the Government in order to assess the state policy on PPPs to develop priorities and strategies for implementing PPPs in the Republic of Moldova.
If yes, what are the main responsibilities of the PPP Unit (check all that apply). PPP regulation.	Yes
PPP policy guidance and capacity building for other public authorities.	Yes
PPP promotion among the public and/or private sectors in national and international forums.	Yes
Technical support in implementing PPP projects.	Yes
Gatekeeping (approval of PPP projects).	No
Procurement of PPPs.	No
Oversight of PPP implementation.	Yes

Other	No
please specify:	n/a
Preparation of PPPs	Score: 63
Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 13 of the PPP Law, the Ministry of Finance (i) examines proposals on state budget participation to realization of PPP projects, initiated and approved by the Government, and (ii) monitors the process of state budget expenditure by the public partner.</p> <p>In case of PPP projects initiated by the central public authorities, which implementation is exerted with participation of the state budget, the feasibility study is submitted to the Ministry of Finance for project's sustainability evaluation.</p>
If yes, is a second approval by the Ministry of Finance or Central Budgetary Authority required before signing the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
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?	Yes
If yes, please specify the relevant authority	Local Public Administrators
and provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 15(1)b) of the PPP Law, the competences of the local and district public administration includes approval of the objectives and conditions of the PPP projects, the general requirements concerning the selection of the private partner.
If yes, is a second approval by the same authority required before signing the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 15(1)f) of the PPP Law, the competences of the local and district public administration also includes the approval of projects of PPP contracts in the negotiated form.
Does the government integrate the prioritization of PPP projects with all other public investment project prioritization? (e.g. in the context of a national public investment system)?	Yes

If yes, please provide the relevant legal/regulatory provisions (if any):	According to Article 5c) of Annex 1 of the Government Resolution No. 255 of 11 April 2013 on the Establishment of the Interministerial Network of Public-Private Partnership, the Interministerial Network has the competence to ensure the implementation of programs of development of PPP, based on the priorities identified in the policy documents.
If yes, which of the following options best describes the way your government prioritizes PPP projects? (Please select only one). The regulatory framework provides for the inclusion of PPPs in the national public investment system and/or details a specific procedure to ensure the consistency of PPPs with other public investment priorities.	No
If yes, please specify:	n/a
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.	Yes
The regulatory framework does not include any provisions.	No
Other	No
please specify:	n/a
Among the PPP projects procured within the last two (2) years, how many of them were prioritized along with all other public investment projects? Please elaborate:	None of the projects
Which of the following assessments are conducted when identifying and preparing a PPP? (check all that apply): 10.1. Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the project)	Yes
Relevant legal/regulatory provision (if any)	Pursuant to Article 25 (b) of the PPP Law, the public partner, an expert group, or the person designated by them compiles a feasibility study demonstrating the opportunity to initiate public - private partnership – technical and economic justification of the suggested public - private partnership project, its basic characteristics, technical and

	economic indicators of public - private partnership, risk identification and analysis (political, legislative, financial, economic, and environmental risk).
Is there a specific methodology?	No
If yes, elaborate.	n/a
Affordability assessment, including the identification of the required long term public commitments (explicit and implicit)	Yes
Relevant legal/regulatory provision (if any)	According to Section 28 of Government Resolution No. 476, if the public-private partnership project is initiated by the government, where implementation requires the participation of the state budget, the feasibility study is submitted to the Ministry of Finance for examination and assessment of project sustainability.
Is there a specific methodology?	No
If yes, elaborate	n/a
Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision (if any)	Order of Ministry of Economy no. 143 on approval of Preliminary Matrix for Repartition of Project Risks.
Is there a specific methodology?	Yes
If yes, elaborate	Order of Ministry of Economy no. 143 on approval of Preliminary Matrix for Repartition of Project Risks. The matrix provides for various types of risks, including but not limited to: position risk, financing risk, operating risk, commercial risk, political and legislative risk, environmental risk, and risk of force majeure.
Financial viability or bankability assessment.	Yes
Relevant legal/regulatory provision (if any)	According to Section 27 (e) of Government Resolution No. 476, the Public Property Agency will examine whether the results of the feasibility study justifying the need and opportunity for public-private partnership project initiation and demonstrate that: the project is profitable from a financial point of view.
Is there a specific methodology?	No
If yes, elaborate	n/a
Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives	Yes
Relevant legal/regulatory provision (if any)	According to Section 27 (d) of Government Resolution No. 476, the Public Property Agency will examine whether the results of the feasibility study justifying the need and opportunity for public-private partnership project initiation and demonstrate that: the form provided for the project by assigning a public-private partnership contract is more advantageous compared to other forms.
Is there a specific methodology?	No
If yes, elaborate	n/a

Market assessment (showing evidence of enough interest in the market for the project)	No
Relevant legal/regulatory provision (if any)	n/a
Is there a specific methodology?	n/a
If yes, elaborate	n/a
Among the PPP projects procured within the last two (2) years, for how many of them were all of the required assessments conducted? Please elaborate:	Most of the projects
Does the procuring authority include a draft PPP contract in the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 25 (d) of the PPP Law: the necessary documentation for the tender for the selection of the private partner, shall include: the description of the subject of the public-private partnership, the conditions of the public-private partnership; the sample contract of the public-private partnership.
If no, please elaborate (provide examples):	n/a
Have standardized PPP model contracts and/or transaction documents been developed?	Yes
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	Government Decision No. 476 of 04. 07. 2012. http://lex.justice.md/viewdoc.php?action=view&view=doc&id=344004&lang=2
Does the procuring authority obtain the permits necessary to develop and operate the PPP project before calling for tenders in any of the following areas? Environmental permits.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Urban and zoning permits.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Other permits.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 10 of the PPP Law, the public partner assists the private partner in the process of obtaining permits, authorizations, and other documents related to the public - private partnership realization, as provided by the legislation or the contract.
Does the procuring authority make available to PPPCo the	Yes

necessary land or right of way to develop the PPP project (if any)? Land	
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 20 (1) (f) of the PPP Law, the contract signed by and between the public and the private partners should contain the rules of using the land in the public partner's property.
If no, please elaborate (provide explanation):	n/a
Does the procuring authority make available to PPPCo the necessary land or right of way to develop the PPP project (if any)? Right of way	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If no, please elaborate (provide explanation):	There are no legal/regulatory provisions according to which the procuring authority is obliged to make available to PPPCo the right of way to develop the PPP project.
Does the regulatory framework establish any exceptions where the preparation process described above does not apply or allows for a "fast track" procedure?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>According to Section 144 of the Government Resolution No. 476 of 04 July 2012, the public partner will opt for the selection competition of the private partner with pre-qualification in case the project is complex and public partner wants to establish the criteria for pre-qualification and subsequent awarding of the PPP contract.</p> <p>Furthermore, according to Section 178 of Government Resolution No. 476, the public partner should apply the competitive dialogue procedure for awarding a contract for PPP, where the project of PPP is considered to be particularly complex and the procedure of competition with pre-qualification would not lead to the award of the PPP contract.</p>
What is the average number of calendar days that the procuring authority spends on each of the following activities to prepare a PPP project? Conducting the required assessments:	30
Obtaining the required approvals from other relevant authorities:	75
Preparing the draft PPP contract:	30
Obtaining any permits, land and/or right of way that the procuring authority must	30

provide according to the regulatory framework:	
PPP Procurement	Score: 78
Are the bid evaluation committee members required to meet specific qualifications?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any)	Pursuant to Article 27 (1) of the PPP Law, in the private-partner selection procedure, the public partner creates a private-partner selection commission for each item proposed as a public - private partnership object. The Commission is composed of an odd number of individual members, no less than 5 persons, and includes at least one specialist in economics, one specialist in jurisprudence, an Agency representative, and a related specialist that initiates public - private partnerships. The Commission is headed by a chairman appointed by the public partner.
If no, please elaborate (provide examples):	n/a
If yes, which of the following options best describes the required qualifications of the committee members? (Please select only one). The regulatory framework details the qualifications required and/or the specific membership of the bid evaluation committee.	Yes
If yes, please specify:	Pursuant to Article 27 (1) of the PPP Law, in the private-partner selection procedure, the public partner creates a private-partner selection commission for each item proposed as a public - private partnership object. The Commission is composed of an odd number of individual members, no less than 5 persons, and includes at least one specialist in economics, one specialist in jurisprudence, an Agency representative, and a related specialist that initiates public - private partnerships. The Commission is headed by a chairman appointed by the public partner.
The regulatory framework requires generally sufficient qualification without detailing the specific qualifications required to be a member of the bid evaluation committee.	No
The regulatory framework does not include any provisions.	No
Other	No
please specify:	n/a
Does the procuring authority issue a public procurement notice of the PPP?	Yes
If yes, please specify the means of publication and provide the relevant	Pursuant to Article 5 (2) of the PPP Law, the public partner shall provide publishing news releases in Monitorul Oficial al Republicii Moldova. The contents of other documents and information referring to the private partner selection procedure shall be published on

legal/regulatory provisions (if any):	the website of the Agency for Public Property at the Ministry of Economy and other websites pursuant to the public partner's decision.
If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	http://monitorul.md/ ; http://app.gov.md/
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):	Practice
and the time in calendar days :	60
Do the tender documents detail the stages of the procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Section 47 (5) of Government Resolution No. 476, the notice should include information on the private partner selection procedure. Furthermore, pursuant to Article 26 (1) (e) of the PPP Law, the notice should include information on the procedures for the private-partner selection.
If no, please elaborate (provide examples):	n/a
Does the procurement process include a pre-qualification stage to select a number of qualified bidders to present the full proposal?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Section 144 of the Government Resolution No. 476, the public partner will opt for the selection competition of the private partner with pre-qualification in case the project is complex and public partner wants to establish the criteria for pre-qualification and subsequent awarding of the PPP contract.</p> <p>According to Section 145 of the same Government Resolution, procedure with pre-qualification is conducted in two stages: a) the stage of selecting the participants applying pre-qualification criteria; b) the evaluation stage of the pre-qualification bids submitted by participants selected by applying the award criteria.</p> <p>Furthermore, according to Section 178, the public partner should apply the competitive dialogue procedure for awarding a contract for the PPP, where the PPP project is considered to be particularly complex and the procedure of competition with pre-qualification would not lead to the award of the PPP contract.</p> <p>According to Sections 181-183 on the same Government Resolution, the competitive dialogue procedure includes the stage of pre-qualification that is conducted in two phases. In the first phase interested parties submit their proposals to participate in the tendering procedure. Each party fills the preliminary proposal to obtain the invitation to conduct a dialogue with the public partner. Once completed the phase of pre-</p>

	<p>qualification of bidders, the committee for the selection of the private partner establish qualified bidders and invite them to dialogue. The second phase includes submission and evaluation of final tenders in order to award the PPP contract.</p>
<p>If yes, do the tender documents specify the prequalification criteria in order to make them available to all of the bidders?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>According to Section 153 of Government Resolution No. 476, within the framework of standard documents of prequalification, the public partner is obliged to specify the criteria for prequalification under which it will be conducting the selection of participants, referring only to the economic and financial situation of the participants and to their technical and/or professional capacity.</p>
<p>Among the PPP procurement processes conducted within the last two (2) years that had a prequalification stage, how many of them included prequalification criteria in the tender documents? Please elaborate</p>	<p>Most of the Projects</p>
<p>Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>According to Section 57 of Government Resolution No. 476, any interested economic operator shall be entitled to ask the public partner for clarification on the manner of the competition performance and/or documentation to be presented.</p>
<p>If yes, does the procuring authority disclose those questions and clarifications to all of the potential bidders?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>According to Section 59 of Government Resolution No. 476, the public partner is obliged to transmit the answers, along with the questions asked, to all of the economic operators who received the tender documentation in accordance with the terms hereof, keeping secret the name of the party who applied for these explanations.</p>
<p>Among the PPP procurement processes conducted within the last two (2) years where questions were submitted, in how many were the questions and clarifications disclosed to all of the potential bidders? Please elaborate:</p>	<p>Some of the Projects</p>
<p>Besides questions and clarifications, can the procuring authority conduct other types of dialogue with the potential bidders?</p>	<p>Yes</p>

If yes, please specify and provide the relevant legal/regulatory provisions (if any):	<p>According to Section 178 of Government Resolution No. 476, the public partner is to apply the competitive dialogue procedure for the awarding of a public-private partnership contract, in the case when the public-private partnership project is considered to be of a particular complexity and the implementation of competition procedure with prequalification would not lead to the award of the public-private partnership contract.</p>
If yes, does the procuring authority disclose the content and the results of the dialogue to all of the potential bidders?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Section 210 of Government Resolution No. 476, the public partner is obliged to inform all the bidders about the outcome of the prequalification in the competitive dialogue procedure.</p>
Among the PPP procurement processes conducted within the last two (2) years where any other type of dialogue was conducted, in how many was the content and the result of the dialogue disclosed to all of the potential bidders? Please elaborate:	<p>Some of the projects</p>
Does the procuring authority require the bidders to prepare and present a financial model with their proposals ?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Practice</p>
If no, please elaborate (provide examples):	<p>n/a</p>
Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 29 (2) of the PPP Law, the submitted offers are evaluated according to the criteria stipulated in the press release. Each member of the board shall submit a reasoned opinion on each to the chairman in writing, taking account of compliance with the established criteria.</p>
Among the PPP procurement processes conducted within the last two (2) years, in how many of them was the evaluation of the bidders conducted in accordance with the criteria stated in the tender documents? Please elaborate:	<p>All of the projects</p>
In the case where only one proposal is submitted (sole	<p>Yes</p>

proposals), does the procuring authority follow any special procedure before awarding the PPP?	
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 12 (2) of the Concession Law, a sole proposal is accepted as long as it meets the minimum requirements set out by the grantor in the tender documentation.
If yes, what of the following options best describes the way the procuring authority deals with sole proposals? (Please select only one). The regulatory framework details a specific procedure that the procuring authority must follow before awarding a PPP contract where only one proposal is submitted.	No
Please specify:	n/a
The regulatory framework considers sole proposals valid as long as they meet the conditions outlined in the tender documents.	Yes
The regulatory framework does not allow the award of a PPP contract if only one proposal is submitted.	No
The regulatory framework does not include any provisions.	No
Other	No
please specify:	n/a
In practice, what is the average number of calendar days between the initial publication of the PPP public procurement notice and the award of the PPP? Number of calendar days:	150
Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 5 (4) of the PPP Law, the meetings of the private-partner selection commission are public, and the final results of the selection process shall be made public by publication in the Official Gazette of the Republic of Moldova and the Agency's website.</p> <p>Furthermore, According to Section 113 of Government Resolution No. 476, the Commission shall publish in the Official Gazette, the designation of the winner of the competition and the competition totals within 5 calendar days from the date the contract is signed.</p>

If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	Official Gazette of the Republic of Moldova http://monitorul.md/ Public Property Agency: http://www.app.gov.md/
Does the procuring authority provide all the bidders with the result of the PPP procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Section 112 of Government Resolution No. 476, the public partner is obliged to notify, in writing, all bidders about the outcome of the competition not later than 3 working days after the signature of the minutes by the members of the Commission.
If no, please elaborate (provide examples):	n/a
If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Does the regulatory framework restrict or regulate in any way negotiations with the selected bidder between the award and the signature of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions:	According to Section 39 of Annex 3 of Government Resolution No. 476, the public partner is obliged to conclude the contract for public-private partnership with the bidder whose bid was established as the winner by the Commission. The price stipulated in the offer which has been established as the winner is firm, the bidder having no possibility to change the offer which will be an integral part of the for public-private partnership contract. The draft of the contract shall be negotiated not more than thirty (30) calendar days from the date of receipt by the bidder designated as the winner. During the negotiation of the terms of the contract, additional conditions can be placed by mutual agreement of the parties, as long as these conditions do not change the essential terms/conditions laid out in the bid book and the winning bid.
Among the PPP procurement processes conducted within the last two (2) years, in how many of them were the terms and conditions changed between the award and the signature of the PPP contract? Please elaborate:	None of the projects
Does the procuring authority publish the PPP contract?	No
If yes, please specify the means of publication and	n/a

provide the relevant legal/regulatory provisions (if any):	
If yes, is it published online?	n/a
If yes, please specify the website:	n/a
Does the regulatory framework establish any exceptions where the procurement process described above does not apply or allows for a “fast track” procedure?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Unsolicited proposals	Score: USP not regulated
Does the regulatory framework allow for the submission of unsolicited proposals? (if no, skip to section F)	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
If yes, please specify, to the best of your knowledge, the percentage of PPP investments in your country approved as unsolicited proposals during the last five (5) years:	n/a
Does the procuring authority conduct an assessment to evaluate unsolicited proposals?	n/a
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
If yes, does it ensure that the unsolicited proposal is consistent with the existing government priorities?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If yes, which of the following options best describes how unsolicited proposals are evaluated against existing government priorities? (Please	n/a

select only one). The regulatory framework details a specific procedure to ensure the consistency of PPPs with other public investment priorities.	
If yes, please specify:	n/a
The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.	n/a
The regulatory framework does not include any provisions.	n/a
Other	n/a
please specify:	n/a
Among the unsolicited proposals approved within the last two (2) years, how many of them were a part of the existing government priorities? Please elaborate:	n/a
Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
Does the procuring authority use any of the following mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer.	n/a

Developer's fee (reimbursing the original proponent for the project development cost).	n/a
Bid bonus.	n/a
Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).	n/a
Other	n/a
please specify:	n/a
Please provide the relevant legal/regulatory provisions (if any):	n/a
PPP Contract Management	Score: 52
Has the procuring or contract management authority established a system to manage the implementation of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any)	Pursuant to Article 22 (1) fo the PPP Law, the public partner performs annual checks and monitors the performance of the PPP, which includes the appointment of an independent auditor.
If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Participation of the members of the PPP contract management team in the PPP procurement process.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Possibility to consult with PPP procurement experts when managing the PPP contract.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Article 22 (1) of the PPP Law, the public partner may appoint an independent auditor.
Elaboration of a PPP implementation manual or an equivalent document.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a

Other	No
please specify:	n/a
If there is a contract management team, in how many of the PPP projects procured within the last two (2) years did the management system and tools fully inform the contact management team? Please elaborate:	All of the projects
Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Pursuant to Article 22 (1) of the PPP Law, the public partner performs annual checks and monitors the performance of the PPP, which includes the appointment of an independent auditor.</p> <p>Furthermore, according to sections 233 and 234 of Government Resolution No. 476, monitoring and evaluation of public-private partnership at the national level is exerted by the Public Property Agency. Monitoring and control of implementation of public-private partnership projects across administrative-territorial units is performed by the mayor or chairperson of the district.</p>
If yes, which of the following tools does it include (check all that apply)? PPPCo must provide the procuring or contract management authority with periodic operational and financial data.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Section 231 of the Government Resolution No. 476 of 4 July 2012, the private partner is obliged to provide, upon request, the information about performing the PPP, as well as the its tasks and competences, rights and obligations of its consumers and customers, except official information with limited accessibility of personal information and the information constituting a state or commercial secret. Also, according to Article 22(2) of the PPP Law, the private partner is obliged to ensure the public partner free access to the PPP object, and to all information and documents related to the fulfillment of the PPP.</p>
The procuring or contract management authority must periodically gather information on the performance of the PPP contract.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>According to Article 22(1) of the PPP Law and Section 227 of the Government Resolution No. 476 of 4 July 2012, the public partner performs annual check and monitors the achievements of the PPP.</p>
The procuring or contract management authority must	No

establish a risk mitigation mechanism.	
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract performance information must be available to the public.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Other	No
please specify:	n/a
Is PPP contract performance information publicly available online?	No
If yes, please specify the website:	n/a
Does the regulatory framework expressly regulate a change in the structure (i.e. stakeholder composition) of PPPCo?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in PPPCo during an initial period (e.g. construction and first five years of operation).	n/a
If yes, please provide the relevant legal/regulatory provisions:	n/a
In case of a change affecting the controlling interest, the replacing entity must meet the same technical qualifications as the original operator.	n/a
If yes, please provide the relevant legal/regulatory provisions:	n/a
Flexibility to substitute non-controlling interest after the initial period.	n/a
If yes, please provide the relevant legal/regulatory provisions:	n/a

Does the regulatory framework expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	Yes
If yes, please provide the relevant legal/ regulatory provisions:	Pursuant to Article 33 (1) of the PPP Law, if during the active period of the public - private partnership contract legislative and / or standard acts are adopted, which lessens the situation of the private partner to the extent that they remain deprived of what they were supposed to obtain by signing the contract, the parties may amend the terms of the contract to ensure existing property interests of the private partner on the day of signing the contract.
If yes, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
A change in the risk allocation of the contract.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 33 (1) of the PPP Law, if during the active period of the public - private partnership contract legislative and / or standard acts are adopted, which lessens the situation of the private partner to the extent that they remain deprived of what they were supposed to obtain by signing the contract, the parties may amend the terms of the contract to ensure existing property interests of the private partner on the day of signing the contract.
A change in the investment plan or duration of the contract.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Does the regulatory framework expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure.	Yes
If yes, please provide the relevant legal/regulatory provisions:	According to Chapter 1 of Annex No. 2 of the Government Resolution No. 476, the PPP contract will contain a section regarding force majeure clauses.
Material Adverse government action.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Section 28 of the Annex of Order No. 143, in the case of cancellation of additional assistance, the public partner will contribute to the good development of the project within the competence of the treaty. Please note that this information is contained in risk matrix (which is the Annex to Order No. 143).
Change in the Law.	Yes

If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 33(1) of the PPP Law, if within the period of the PPP contract are adopted legislative acts that are worsening the situation of the private partner so that it remains deprived of what it was entitled to obtain when concluded the PPP contract, the parties may modify the terms of the PPP contract ensuring existing property interests of the private partner to its conclusion. However, according to Article 33(2) of the PPP Law, the provisions of Article 33(1) do not apply if were changed technical regulations or normative acts regulating the relations of protection of subsoil resources, the environment and human health.
Refinancing.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Other.	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
Does the regulatory framework establish a specific dispute resolution mechanism for PPPs?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions	Pursuant to Article 36 (1) and 36 (2) of the PPP Law: In case of disputes, the parties shall take all measures of amicable settlement. The parties may agree for mediation or arbitration as a means of settling disputes arising during the implementation of public and private partnership. Furthermore, according to Section 132 of Government Resolution No. 476, the parties will establish necessarily dispute settlement mechanism that may occur during the contract and indicate the courts with resolving such disputes.
If yes, which of the following options best describes the dispute resolution mechanism for PPPs? (Please select only one). The regulatory framework details specific resolution mechanisms for disputes arising during the implementation of the PPP.	No
If yes, please specify:	n/a
The regulatory framework prescribes that a dispute resolution mechanism should be regulated in the contract.	Yes
The regulatory framework provide the parties with recourse to arbitration but no other alternative dispute resolution mechanism.	No
Other	No
please specify:	n/a
Does the regulatory framework allow for the	No

lenders to take control of the PPP project (lender step-in right) if either PPPCo defaults or if the PPP contract is under threat of termination for failure to meet service obligations?	
If yes, please provide the relevant legal/regulatory provisions:	n/a
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.	n/a
If yes, please specify:	n/a
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	n/a
The regulatory framework prescribes that a direct agreement should be signed with the lenders.	n/a
Other	n/a
please specify:	n/a
Does the regulatory framework expressly establish the grounds for termination of a PPP contract?	Yes
If yes, please specify:	<p>The law provides 3 grounds for termination of a PPP contract:</p> <ol style="list-style-type: none"> 1. expiry of the fixed term stipulated by PPP contract itself; 2. mutual consent of both parties; 3. other grounds set forth in PPP Contract. <p>The law also provides for the termination of PPP contract upon the respect of 3 month termination notice in the event where one of the signatory parties breaches its own contractual obligations or when the party is in impossibility to fulfill such obligations. Otherwise the usual grounds for termination of contracts apply (such as fundamental breach of contract or anticipatory fundamental breach).</p>
and provide the relevant legal/regulatory provisions:	Article 31 (1) and Article 23 (2) of the PPP Law
If yes, does the regulatory framework also establish the consequences for the termination of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Article 31(2) of the PPP Law, if ceased by the expiration of the PPP contract duration, the private partner is obliged to return to the public partner the goods free of

	<p>any charges. Furthermore, according to Article 31(3) of the PPP Law, by ceasing of the PPP, the private partner is obliged to ensure the business continuity and service delivery as stipulated in the contract, until taken over by the public partner.</p>
<p>Are you aware of any reforms (in practice or in laws, regulations, policies, etc.) related to PPPs that: Took place in 2015, are ongoing and/or are planned to be adopted BEFORE June 1, 2016?</p>	
<p>Please describe:</p>	
<p>Are you aware of any reforms (in practice or in laws, regulations, policies, etc.) related to PPPs that: 50.2. Are ongoing and/or are planned to be adopted AFTER June 1, 2016?</p>	
<p>Please describe:</p>	

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