

## PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN SINGAPORE

SURVEY QUESTION	ANALYSIS
<b>PPP Regulatory Framework</b>	
<b>2. Does the regulatory framework in your country allow procuring PPPs?</b>	Yes
<b>If yes, please specify the relevant regulatory framework and the year of adoption:</b>	<p>There is no PPP Law in Singapore, however guidelines for PPPs have been written by the Ministry of finance, which are the Public Private Partnership Handbook, version dated of 2 March 2012, hereinafter the “PPP Handbook”. The PPP Handbook does not have the force of law; it sets out guidelines relating to the structuring of public-private partnerships, the PPP procurement process and the management of a PPP. As a consequence, PPP contracts could deviate from those guidelines. Considering our study’s scope - the PPPs - the analysis will be based in priority on those guidelines.</p> <p>Additionally, public procurement rules apply to PPPs. Those are made of (i) the Government procurement act (chapter 120) (original enactment: act 14 of 1997) revised edition 1998 (30th may 1998) : hereinafter the “GPA” ; (ii) the Government procurement (challenge proceedings) regulations RG 1 G.N. no. s 215/2002 revised edition 2004 (29th February 2004) : hereinafter the “GPR CP”; (iii) the Government procurement (application) order 1 G.N. no. s 217/2002 revised edition 2004 (29th February 2004): hereinafter the “GPO”; and (iv) the Government procurement regulations no. S 269/2014 (4th April 2014): hereinafter the “GPR 2014”.</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 Handbook:  <a href="http://www.mof.gov.sg/Portals/0/Policies/ProcurementProcess/PPPHandbook2012.pdf">http://www.mof.gov.sg/Portals/0/Policies/ProcurementProcess/PPPHandbook2012.pdf</a>            (i) GPA: <a href="http://statutes.agc.gov.sg/aol/search/display/view.w3p;ident=8533927c-2d68-4889-9d70-0f45c9eab4d7;query=id%3A%22ca7d2539-a353-4a56-ba47-a45abe25f7d8%22%20Status%3Ainforce;rec=0#legis">http://statutes.agc.gov.sg/aol/search/display/view.w3p;ident=8533927c-2d68-4889-9d70-0f45c9eab4d7;query=id%3A%22ca7d2539-a353-4a56-ba47-a45abe25f7d8%22%20Status%3Ainforce;rec=0#legis</a>            (ii) GPR CP: <a href="http://statutes.agc.gov.sg/aol/search/display/view.w3p;ident=903dc793-5a93-4c52-b9b4-12e405bc0ff9;page=0;query=DocId%3A7afbebad-6e99-41d1-8f87-b2d622905db0%20Depth%3A0%20Status%3Ainforce;rec=0">http://statutes.agc.gov.sg/aol/search/display/view.w3p;ident=903dc793-5a93-4c52-b9b4-12e405bc0ff9;page=0;query=DocId%3A7afbebad-6e99-41d1-8f87-b2d622905db0%20Depth%3A0%20Status%3Ainforce;rec=0</a>            (iii) GPO:  <a href="http://statutes.agc.gov.sg/aol/search/display/view.w3p;page=0;query=CompId%3A5ced1b25-38e6-4e1e-969a-0b09faa4d63b%20ValidTime%3A20130706000000%20TransactionTime%3A20130706000000;rec=0">http://statutes.agc.gov.sg/aol/search/display/view.w3p;page=0;query=CompId%3A5ced1b25-38e6-4e1e-969a-0b09faa4d63b%20ValidTime%3A20130706000000%20TransactionTime%3A20130706000000;rec=0</a>            (iv) GPR 2014:  <a href="http://statutes.agc.gov.sg/aol/search/display/view.w3p;page=0;query=CompId%3A7e22d64c-d230-496d-82c0-090e785680fc;rec=0#legis">http://statutes.agc.gov.sg/aol/search/display/view.w3p;page=0;query=CompId%3A7e22d64c-d230-496d-82c0-090e785680fc;rec=0#legis</a></p>
<b>2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations,</b>	No

<p><b>policies, etc.- or in generally followed practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?</b></p>	
<p><b>Please describe:</b></p>	<p>n/a</p>
<p><b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b></p>	<p>No</p>
<p><b>Please describe:</b></p>	<p>n/a</p>
<p><b>3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>
<p><b>3.2 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>

<b>3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Energy generation and distribution.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>n/a</p>
<b>3.4 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Telecom</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>n/a</p>
<b>3.5 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other</b>	<p>No</p>
<b>If yes, specify and provide the relevant legal/regulatory provisions:</b>	<p>n/a</p>

<b>4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?</b>	<p>No</p>
<b>If yes, please specify and provide the relevant legal/regulatory provision (if any):</b>	<p>n/a</p>
<b>5. Please identify the PPP procuring authorities in Singapore and provide their website(s) (if available):</b>	<p>GPA 2. "contracting authority" means a ministry or department of the Government, an organ of State or a statutory board declared, by order made under section 4(1), as a contracting authority for the purposes of this Act;  GPO Schedule 2 gives a list (ministries and public entities).  A list of designated contracting authorities is set out in the Second Schedule of the Government Procurement (Application) Order and may be accessed at the following web link: <a href="http://statutes.agc.gov.sg/aol/search/display/view.w3p;ident=e73e7195-f8ad-477e-8e2f-b721d5daf29a;page=0;query=Id%3A%22b01d7b73-3c20-4e86-ad74-560cca484295%22%20Status%3Ainforce%20ValidTime%3A20151214000000%20TransactionTime%3A20151214000000;rec=0#Sc2-">http://statutes.agc.gov.sg/aol/search/display/view.w3p;ident=e73e7195-f8ad-477e-8e2f-b721d5daf29a;page=0;query=Id%3A%22b01d7b73-3c20-4e86-ad74-560cca484295%22%20Status%3Ainforce%20ValidTime%3A20151214000000%20TransactionTime%3A20151214000000;rec=0#Sc2-</a></p>
<b>6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?</b>	<p>Yes</p>
<b>If yes, please indicate its name, and its website (if available):</b>	<p>The Ministry of Finance had established the Centre for Public Project Management ("CP2M") within the Ministry of Finance. There is no website for the CP2M. A description of the role and function of the CP2M may be found at the website of the Ministry of Finance: <a href="http://www.mof.gov.sg/About-Us/Organisational-Structure/Statutory-Boards-Bodies-and-Departments">http://www.mof.gov.sg/About-Us/Organisational-Structure/Statutory-Boards-Bodies-and-Departments</a>.</p>
<b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b>	<p>No</p>
<b>6.2 PPP capacity building for other public authorities.</b>	<p>Yes</p>

<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	Yes
<b>6.4 Technical support in implementing PPP projects.</b>	Yes
<b>6.5 Identification and selection of PPP projects from the pipeline.</b>	No
<b>6.6 Revision of fiscal risks born by the Government.</b>	No
<b>6.7 Consultation with affected communities on potential impact of PPP projects.</b>	No
<b>6.8 Approval of PPP projects.</b>	No
<b>6.9 Undertaking the procurement of PPPs.</b>	No
<b>6.10 Oversight of PPP implementation.</b>	No
<b>6.11 Other</b>	No
<b>6.11 please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions:</b>	The key roles of the CP2M, as detailed on the website of the Ministry of Finance, are to: (a) work with government agencies to scope their development proposals upfront and provide advice on maximising value and enhancing project performance; (b) manage the Gateway process, evaluate and monitor the government-wide pipeline of projects to maximise value at the Whole-of-Government level; and (c) codify best practices and learning points, establish standards, cost and space norms of development projects for dissemination to government agencies.
<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>	Section 3.2.2(b) of the PPP Handbook, provides that Government Procuring Entities (hereinafter “GPEs”) should follow the MOF gateway process, where projects above \$500 million or those that are more complex in nature are subject to staged approvals for concept, design and implementation.
<b>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 3.2.2(b) of the PPP Handbook, provides that Government Procuring Entities (“GPEs”) should follow the MOF gateway process, where projects above \$500 million or those that are more complex in nature are subject to staged approvals for concept, design and implementation.
<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>	No
<b>If yes, please specify the relevant authority</b>	n/a
<b>and provide the relevant legal/regulatory provisions (if any):</b>	n/a

<b>9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before signing the PPP contract?</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>10. Does the procuring authority use transaction advisors during the PPP project cycle?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>According to PPP Handbook 2.2.6 - If the public officers involved in the PPP project are not familiar with the financial, legal or technical aspects of the project, private sector PPP advisors can be engaged to provide the necessary expertise to design a viable PPP deal. Agencies can also approach CP2M if they have queries on project management. Fig. 2.2.1 also shows the Project team comprising of the internal project team and external specialist advisors.</p>
<b>11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework): The</b>	<p>No</p>



<p><b>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></p>	
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</b></p>	<p>Yes</p>

<b>If yes, please elaborate:</b>	There is also no express provision in the PPP Handbook dealing with the need for PPPs to be consistent with other national investment priorities. Nonetheless, the prioritization of PPP projects by the Singapore government is done in conjunction with other public investment project prioritization.
<b>The procuring authority does not evaluate PPPs against existing government priorities.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<b>11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?</b>	Yes
<b>If yes, please specify:</b>	PPP projects are assessed and their consistency with the national investment priorities is evaluated in practice.
<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>	No regulatory basis
<b>Is there a specific methodology for the assessment?</b>	No

<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Through the social benefits and the cost-benefits analysis to determine the need and business case for the project.
<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>	Section 2.2.11 of the PPP Handbook provides that the project manager should ensure that the project is affordable to the public sector agency and delivers value for money.
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	In practice, public sector cost comparator is used as a tool to identify of the required long term public commitments.
<b>12.3. Risk identification, allocation and assessment (risk matrix)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	<p>According to the PPP Handbook, section 2.1.16, the guiding principle adopted in identifying and allocating risks is that the party best able to manage a risk should be responsible for that risk and receive the rewards or losses associated with it. The allocation of responsibilities and risks in PPP projects vary depending on the nature and objectives of the project.</p> <p>Section 2.3.7 mentions that although PPP projects can be beneficial to Government and the private sector, there are some pitfalls or problems that can affect the success of PPP projects. Such problems can be mitigated if appropriate measures are put in place to address these issues upfront. This is referring to risk assessment and mitigation methods performed before a PPP is implemented.</p>
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes

<b>Details:</b>	The risk allocation is done by the government procuring entities (GPEs) and their advisors during the early stages of the PPP projects.
<b>12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives (i.e. value for money analysis, public sector comparator)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to section 2.3.2 of the PPP Handbook, Public agencies will adopt a Best Sourcing approach in deciding whether to use PPP. This means that agencies will compare the PPP approach (e.g. Private sector to design-build-finance-operate) with the conventional government procurement model (e.g. private sector build and government operate). The public agencies will then select the best approach to deliver the services (either through PPP or through conventional procurement). PPP will only be used if it can deliver better value for money than conventional procurement for that 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>	Yes
<b>Details:</b>	Value-for-money assessment is always done in practice by a procuring authority before launching a procuring process.
<b>12.5. Financial viability or bankability assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to section 2.2.13 and 2.2.14 of the PPP Handbook, generally, financial experts in the PPP project teams should have a good understanding of project financing, including an understanding of the different financial markets and financial instruments that can provide financing for the PPP project. For the public sector, such financial competencies will help public agencies identify the likely financiers of the PPP project and their risk attitudes, so as to structure the PPP contract (e.g. including step-in rights, termination clauses and payment mechanisms) that are acceptable to the private financiers. Without a good understanding of the financing aspects of the project, the public sector might end up structuring a PPP contract where the PPP providers can only secure financing at expensive borrowing rates, thereby leading to higher contract cost to the public agency.
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a

<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Contributors confirm that financial viability assessment is done in practice.
<b>12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to section 3.2.2 of the PPP Handbook, under the process, government procuring entities (GPEs) should: a) sound out the market on their proposed PPP approach, so as to gather as early as possible (3-6 months before the issue of the PPP tender), feedback from the private sector.
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	<p>Section 3.2.2 of the PPP Handbook provides that GPEs should sound out the market on their proposed PPP approach, so as to gather as early as possible (3-6 months before the issue of the PPP tender), feedback from the private sector.</p> <p>'Section 3.2.4 of the PPP Handbook explains the main objectives of market sounding. Section 3.2.5 gives a few rules (fairness and transparency), advises to plan a pre-procurement briefing on the PPP project 3 to 6 months before issuing the PPP tender and gives a list of subjects to discuss with the interested bidders.</p> <p>Section 3.2.6 indicates that GPE can then use this market sounding phase to assess a) the potential level of bidding interest; and b) the valid concerns which the industry may have on the draft PPP structure.</p> <p>According to Section 3.2.7, if responses from the market during this market sounding phase indicate that the proposed PPP project is unfeasible or that there is not likely to be much competition during the bidding process, the GPE should review the proposed approach and structure of the PPP contract.</p>
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Contributors confirm that formal or informal market-sounding is a regular practice for PPPs, especially those procured in a new sector, where the government does not have a lot of procuring experience.
<b>12.7. Environmental impact assessment</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a

<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a
<b>12.8. Consultation process with affected communities on potential impact of the PPP project</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>Is there a specific methodology for the assessment?</b>	n/a
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	n/a
<b>Details:</b>	n/a
<b>13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and specify which of the assessments are included in the request for proposals and/or tender documents:</b>	n/a
<b>13.1. Are the assessments published online?</b>	No
<b>If yes, please provide the relevant</b>	n/a

<b>legal/regulatory provisions (if any):</b>	
<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 section 3.2.23 of the PPP Handbook, in addition to the information to be included in the Notice of Proposed Procurement , the notice shall also contain the following information: “the draft PPP contract to be signed by the GPE and the successful PPP provider”.
<b>If no, please elaborate</b>	n/a
<b>14.1. Are the tender documents published online?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Sections 3.2.22 and 3.2.28 of the PPP Handbook stipulates that the tender notice and the ITT should be published in GeBiz, the Government’s one stop e-procurement portal.
<b>and please specify the website:</b>	Government Electronic Business (GeBiz) portal: <a href="https://www.gebiz.gov.sg/">https://www.gebiz.gov.sg/</a>
<b>15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?</b>	No
<b>If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:</b>	n/a

<b>16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the following requirements? Obtaining the required urban permits: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	Yes
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	<p>Section 3.2.46 of the PPP Handbook provides that “PPP provider” (aka private partner) is to obtain all necessary permits from the relevant authorities: “The GPE should allow the PPP provider to finalise all third party agreements (for example with banks, sub-contractors, etc.) within a reasonable timeframe, and to obtain the necessary permits from the relevant authorities. As a guide, GPEs can consider giving the PPP provider as a guide about 3 months, to reach financial close.”</p>
<b>16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	Yes
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	<p>Section 3.2.46 of the PPP Handbook provides that PPP provider (aka private partner) is to obtain all necessary permits from the relevant authorities. “The GPE should allow the PPP provider to finalise all third party agreements (for example with banks, sub-contractors, etc.) within a reasonable timeframe, and to obtain</p>



	the necessary permits from the relevant authorities. As a guide, GPEs can consider giving the PPP provider as a guide about 3 months, to reach financial close.”
<b>16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	Yes
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Section 3.2.46 of the PPP Handbook provides that PPP provider (aka private partner) is to obtain all necessary permits from the relevant authorities. “The GPE should allow the PPP provider to finalise all third party agreements (for example with banks, sub-contractors, etc.) within a reasonable timeframe, and to obtain the necessary permits from the relevant authorities. As a guide, GPEs can consider giving the PPP provider as a guide about 3 months, to reach financial close.”
<b>16.4. Obtaining the required land: Procuring authority (or other Government entity)</b>	Yes
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	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>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 3.2.40 (Establish the Evaluation Team) provides that the evaluation team should include technical/operational, business, financial and senior management representatives.
<b>The bid evaluation committee members require sufficient qualification without specific details.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The bid evaluation committee members are not required to have</b>	No

<b>any specific qualifications.</b>	
<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>	Section 10 (1) of the GPR 2014 indicates that for each procurement, a contracting authority shall publish a notice of intended procurement in an approved medium, except in the circumstances described in regulation 26. According to section 3.2.22 of the PPP Handbook, a Tender Notice (incorporating Notice of Proposed Procurement and Summary Notice) should be released on GeBiz Portal ( <a href="https://www.gebiz.gov.sg">https://www.gebiz.gov.sg</a> ) to inform and invite the shortlisted suppliers to submit Tender Proposals for the PPP project, in accordance with instructions contained in the Invitation to Tender (ITT). GPEs shall comply with the guidelines contained in the IMs.
<b>19.1. If yes, is the public procurement notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	Government Electronic Business (GeBiz) portal <a href="https://www.gebiz.gov.sg/">https://www.gebiz.gov.sg/</a>
<b>20. Are foreign companies prohibited from participating in the bidding process?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?</b>	Yes
<b>If yes, please provide the relevant</b>	Section 22 of the GPR establishes rules to determine the time period for submission of request for participation and tender: - selective tendering : 25 days

<b>legal/regulatory provisions (if any):</b>	- open tendering : 40 days Those times can be reduced in some specific cases.
<b>and the time in calendar days:</b>	40
<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: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.2. Restricted tendering (with pre-qualification stage): Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	According to the PPP Handbook (section 3.2), the procurement process is as follows: Invitation for Expressions of Interest; Prequalification of bidders; Request for Proposal from selected bidders; Market Feedback Period; Issue of Final Tender; Closing of Tender; Contract Award / Financial Close.
<b>22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available</b>	No
<b>Default</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	According to the PPP Handbook (section 3.2), the procurement process is as follows: Invitation for Expressions of Interest; Prequalification of bidders; Request for Proposal from selected bidders; Market Feedback Period; Issue of Final Tender; Closing of Tender; Contract Award / Financial Close. For the issue of final tender: Where necessary, the GPE may issue a corrigendum to amend its ITT accordingly at the end of the cycle of market feedback rounds.
<b>22.4. Competitive dialogue: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.5. Direct negotiation with more than one</b>	No

<b>candidate: Available</b>	
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.6. Direct negotiation with only one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.7 Other. Specify:</b>	No
<b>Available</b>	n/a
<b>Default</b>	n/a
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Section 3.2.23 of the PPP Handbook, in addition to the information to be included in the Notice of Proposed Procurement, the notice shall also contain the following information: c) the timetable and the process for clarifying the set of terms and conditions of the PPP contract and for the submission of bids.
<b>If no, please elaborate:</b>	n/a
<b>22.9. Do the tender documents specify the prequalification/sh ortlisting criteria (when applicable) in order to make them available to all the bidders?</b>	Yes
<b>If yes, please provide the relevant</b>	Section 3.2.12 of the PPP Handbook provides that the "Invite Expressions of Interest" Notice should include information on the factors that will be used to evaluate whether to pre-qualify a tenderer and the relative weighting of each factor (e.g. financial health, technical capability, track record, etc.)

<b>legal/regulatory provisions (if any):</b>	
<b>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	All contributors confirm that prequalification/shortlisting criteria are specified in the tender documents and available to all bidders.
<b>If no, please elaborate:</b>	n/a
<b>23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Regulation 19(5)(c) of the GPR indicates that the procuring authority is required to reply to any reasonable request for relevant information by any interested or participating supplier, provided that such information does not give that supplier an advantage over other suppliers.</p> <p>According to section 3.2.31 of the PPP Handbook, the first type of information exchange refers to pre-qualified bidders seeking clarification. Clarifications refer to queries raised by the bidders for which the bidders will want an answer from the GPEs. These queries can be on the PPP contract, the tender specifications, or any other aspect of the PPP project. Such clarification is to be submitted in writing to the GPE. Details are provided in section 3.2.32</p>
<b>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</b>	Yes
<b>If yes, please provide the relevant</b>	Section 3.2.32 of the PPP Handbook requires the GPE to release to all the bidders its written replies in respect of all clarification queries: "The GPE should allow at least 1 round of written clarification during this period before the tender closes. It should state

<b>legal/regulatory provisions (if any):</b>	the deadlines for each of these rounds of feedback. Pre-qualified bidders should submit their written queries by these deadlines. The GPE will release to all the bidders its written replies to all the clarification. The reason for publishing the replies for the information of all pre-qualified bidders, irrespective of who has raised the clarification, is to ensure that all pre-qualified bidders have the same and common level of understanding on the PPP project. The GPE should carefully prepare a written reply to all these queries within the specified time frame and disseminate the full and same list of queries and answers openly. All correspondences arising from the feedback process must be documented and kept properly within the GPE”
<b>23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	Yes
<b>If yes, please specify:</b>	All contributors confirm that the disclosure of information is respected in practice.
<b>If no, please elaborate:</b>	n/a
<b>24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	Section 3.2.12 (d) provide that GPEs may hold a pre-qualification briefing with bidders to clarify matters in respect of the qualification document to bidders. Section 3.2.35 of the PPP Handbook states that GPEs may hold a tender briefing during the market feedback period (i.e. the period between the issue of the Invitation to Tender (“ITT”) and the closure of the ITT) to explain the ITT and the various information exchanges that may take place during market feedback. The tender briefing is open to all pre-qualified bidders including their financiers.
<b>24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the results of the pre-bid conference to all bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 3.2.35 of the PPP Handbook: GPEs may hold a tender briefing during the period to explain the ITT and the various information exchanges that may take place during the market feedback. The tender briefing should be open to all pre-qualified bidders including their financiers.

<b>24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	<p>Yes</p>
<b>If yes, please specify:</b>	<p>All contributors confirm that disclosure of information is done in practice.</p>
<b>If no, please elaborate:</b>	<p>n/a</p>
<b>25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Section 2.2.16 of the PPP Handbook provides that the private partner has prepare and submit a tender proposal detailing the business model and the financial cost to the public agency. The public agency's team assesses the accuracy of the financial models and cost implications for the public agency.</p>
<b>If no, please elaborate:</b>	<p>n/a</p>
<b>26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Regulation 29 (3) of the GPR provides that a contracting authority shall award the contract to the supplier which has been determined by the contracting authority to be capable of complying with the terms and conditions of the contract and which, based on the evaluation criteria set out in the notice of intended procurement and the tender documentation, has submitted:  (a) where price is the sole criterion, the lowest price; or  (b) where price is not the sole criterion, the most advantageous tender.</p>
<b>Evaluation criteria is not set in the tender documents</b>	<p>No</p>
<b>27. In the case where only one proposal is submitted (sole</b>	<p>No</p>



<p>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.</p>	
<p>Please specify and provide the relevant legal/regulatory provisions (if any):</p>	n/a
<p>The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</p>	Yes
<p>Please provide the relevant legal/regulatory provisions (if any):</p>	No regulatory basis
<p>The procuring authority does not award a PPP contract if only one proposal is submitted.</p>	No
<p>Please provide the relevant legal/regulatory provisions (if any):</p>	n/a
<p>The regulatory framework does not include any provisions.</p>	No
<p>28. Does the procuring authority publish the award notice?</p>	Yes

<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	<p>Section 30 (1) of the GPR indicates that a contracting authority shall publish a notice in an approved medium no later than 72 days after the date of the award of a procurement contract.</p>
<b>28.1. If yes, is the public procurement award notice published online?</b>	<p>Yes</p>
<b>If yes, please specify the website:</b>	<p><a href="https://www.gebiz.gov.sg/">https://www.gebiz.gov.sg/</a></p>
<b>29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>According to section 31 of the GPR, (1) Subject to regulations 33 and 34, a contracting authority shall, as soon as possible after the award of a contract in respect of a procurement using open tendering or selective tendering, inform all suppliers who had participated in the procedure of its decision on the award. (2) Such information shall, upon request, be given in writing.</p>
<b>If no, please elaborate:</b>	<p>n/a</p>
<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>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>GPR, section 32.—(1) A contracting authority shall, upon request by an applicable supplier, promptly provide any information necessary to determine whether a procurement was conducted fairly, impartially and in accordance with these Regulations, including information on the characteristics and relative advantages of the successful tender.</p>
<b>30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order</b>	<p>No</p>

<b>to allow unsuccessful bidders to challenge the award decision?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and the time in calendar days:</b>	n/a
<b>30.1. Is the standstill period set out in the notice of intention to award?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of the PPP contract in order to prevent an unfair disadvantage to the other bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to the PPP handbook, the government procuring entities should avoid negotiation with bidders once the tender is closed (Section 3.2.2 f.).
<b>31.1. Based on your experience, is it always the case that this restriction is respected in practice?</b>	Yes
<b>If yes, please specify:</b>	Contributors confirm that restrictions on negotiations between the selected bidder and the procuring authority are respected in practice.
<b>If no, please elaborate:</b>	n/a
<b>32. Does the procuring</b>	No

<b>authority publish the PPP contract?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP contract including all its annexes and appendixes</b>	No
<b>Publication of the full PPP contract without including all its annexes and appendixes</b>	No
<b>Publication of a summary of the PPP contract without publishing the full PPP contract</b>	No
<b>Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes</b>	No
<b>Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes</b>	No
<b>32.2. If yes, is it published online?</b>	n/a
<b>If yes, please specify the website:</b>	n/a
<b>32.3. If yes, does the procuring authority also</b>	n/a

<p><b>publish any subsequent amendment made to the PPP contract?</b></p>	
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>PPP Contract Management</b></p>	
<p><b>41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?</b></p>	<p>Yes</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Section 4 of the PPP Handbook is related to managing a PPP relationship: the purpose of this section is to provide general guidance for the government procuring entity's management of a PPP contract with the PPP provider throughout the life of the PPP project. Section 4.1.4 states that there are 3 key aspects of managing a PPP provider:</p> <ul style="list-style-type: none"> <li>a. contract management;</li> <li>b. performance monitoring; and</li> <li>c. relationship management.</li> </ul>
<p><b>41.1. If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team</b></p>	<p>Yes</p>
<p><b>Relevant legal/regulatory provisions (if any):</b></p>	<p>Section 4.1.15 of PPP Handbook - "A contract manager (or contract management team) should be designated early and be involved in the process for selecting the PPP provider in the first instance."</p>
<p><b>Participation of the members of the PPP contract management team in the PPP</b></p>	<p>Yes</p>

<b>procurement process and/or vice versa</b>	
<b>Relevant legal/regulatory provisions (if any):</b>	Section 4.1.15 of PPP Handbook - "A contract manager (or contract management team) should be designated early and be involved in the process for selecting the PPP provider in the first instance."
<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>	Yes
<b>Relevant legal/regulatory provisions (if any):</b>	The PPP Handbook does not expressly establish a risk mitigation mechanism, but recommends that the procuring authority implement business continuity plans and contingency plans to manage risk (Section 4.2.8) and avoid action that could result in the project risk being assumed or transferred back to the Government (Section 4.1.24).
<b>41.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please select only one):</b>	Yes

<p><b>The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications.</b></p>	
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>PPP Handbook, Section 4.1.15: The contract management team must understand the business fully and know the contract documentation thoroughly. This is essential if they are to understand the implications of problems (or opportunities) over the life of the contract.</p> <p>PPP Handbook, Section 4.1.17: The GPE’s contract management team should reflect the various skills and knowledge required to effectively discharge contract management responsibilities over the life of the project. Generally, the contract management team should consist of members with competencies to manage the following areas: a) design and construction; b) facilities and services management; c) information (especially for IT projects); d) statutory safety and regulatory responsibilities; e) contractual law; and f) finance.</p>
<p><b>The PPP contract management team members are required to meet sufficient qualification without specific details.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The PPP contract management team members are not required to meet any specific qualifications.</b></p>	<p>No</p>
<p><b>Please elaborate and provide examples:</b></p>	<p>n/a</p>
<p><b>42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works</b></p>	<p>Yes</p>

<b>under a PPP contract?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 4.2.4 of the PPP Handbook provides that the contract manager should do no more than monitor the PPP provider's implementation procedures to ensure that it would be able to deliver the services on time. This may involve inspecting and commenting on plans, having access to the site, confirming compliance with procedures and agreeing with the PPP provider that it is able to commence service delivery as per the stipulated schedule. In addition, Section 4.1.5 sets out that GPEs would have to rely on mechanisms established in the contract to rectify any unsatisfactory performance as they need to ensure that the objectives are met.
<b>42.1. If yes, is the PPP contract construction performance information made available to the public?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>42.2. If yes, is the PPP contract construction performance information made publicly available online?</b>	n/a
<b>If yes, please specify the website:</b>	n/a
<b>43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	According to section 4.1.6 of the PPP Handbook, performance monitoring are specific activities within the management of the PPP provider. It includes the day-to-day monitoring of performance, assessing whether the contracted services are delivered to the contracted standards, and evaluating the remedial actions taken by the PPP provider when the performance standards are not met. Details of Effective Monitoring and Management of the PPP Provider's Performance are provided in sections 4.1.21 to 4.1.24, while section 4.2 provides specifics depending on the different phases



<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>	<p>Yes</p>
<b>Relevant legal/regulatory provisions (if any)</b>	<p>Section 4.2.6 of the PPP Handbook: Managing service delivery means ensuring that the service as contracted is delivered, and to the required performance standards. The PPP contract will have defined the service levels and terms under which a service is provided. Typically, under the PPP contract, the PPP provider will self-monitor its performance and submit monthly performance forms (which must also be issued during the PPP tender and be incorporated as part of the PPP contract) to the GPE.</p>
<b>The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract</b>	<p>Yes</p>
<b>Relevant legal/regulatory provisions (if any)</b>	<p>Section 2.4.19 of the PPP Handbook: In structuring the payment mechanism, the public agency also has to decide whether to use direct or indirect incentives/penalties for each element of the service. Both direct and indirect incentives/penalties can be applied to encourage the provider to improve service delivery or remedy the failure promptly. Section 2.4.20 of the PPP Handbook: The direct approach involves immediate increases in payments for good performance or immediate reductions in payment if the provider fails to perform up to standard.</p>
<b>The private partner must provide the procuring or contract management authority with periodic operational and financial data</b>	<p>Yes</p>
<b>Relevant legal/regulatory provisions (if any)</b>	<p>No regulatory basis</p>
<b>The procuring or contract management authority must</b>	<p>Yes</p>

<b>periodically gather information on the performance of the PPP contract</b>	
<b>Relevant legal/regulatory provisions (if any)</b>	According to section 4.1.21 of the PPP Handbook, rather, it should ensure that during the procurement phase, the selected PPP provider has acceptable performance monitoring, quality management and management information systems, and cash flows during the construction and operational phases. The GPE should audit these systems with planned and random spot checks to satisfy itself that performance is being measured and reported reliably, accurately and comprehensively.
<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</b>	Yes

<b>of the PPP contract?</b>	
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	No regulatory basis
<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>	n/a
<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>	n/a
<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>	n/a
<b>If yes, please provide the</b>	n/a

<b>relevant 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>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Section 4.1.20 of the PPP Handbook provides that contracts should be capable of change (to terms, requirements and perhaps scope). However, for a contract entered into pursuant to a procurement process, there are practical limits on what may be amended or renegotiated - the relevant bidder would have been selected on the basis of certain criteria and requirements made available to all bidders, and such a contract may not be subsequently amended so as to render the procurement process meaningless or a sham (e.g. where the amendments go towards the substance of the tender). GPEs could incorporate, as part of the contract, a “change” or “variation” procedure that provides a mechanism for the implementation of such changes and a basis for calculating the consequences for the payment to the private sector and any consequential adjustment in the project’s allocation of risk. Within this, two basic methods can be applied: 1) in-built tolerances (e. g. a right to change space needs within parameters as part of the original deal); 2) variation procedures (e.g. pre-priced options for additional capacity, or specific procedures such as benchmarking and tendering to determine the costs of the variations). Stipulating variation procedures upfront in the contract is an objective way to obtain fair prices for reasonable changes in requirements. The underlying objective is the need to balance flexibility with value for money. (Sections 3.1.14 and 3.1.15)</p>
<b>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</p>
<b>46.2. If yes to question 46, which of the following circumstances are</b>	<p>No</p>

specifically regulated? (check all that apply): A change in the scope and/or object of the contract.	
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the risk allocation of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the financial and/or economic balance of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the duration of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
A change in the agreed price or tariff.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	n/a
46.3. Can the procuring	No

<b>authority unilaterally modify a PPP contract?</b>	
<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>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	The glossary of the PPP handbook defines Force Majeure as acts of God and other specified risks (e.g. terrorism) which are beyond the control of the parties to the contract and as a result of which a party is prevented from or delayed in performing any of its non-financial obligations under the contract. Section 4.2.8 (a) furthermore indicates that, generally, contingency events can be divided into three categories, including events that interrupt service delivery but do not involve default by the PPP provider - for example, force majeure events.
<b>Material Adverse government action</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Change in the Law.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>Refinancing.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a

<b>Standard contractual provisions (if any):</b>	
<b>Subcontracting and replacement of the subcontractors.</b>	No
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>48. Does the regulatory framework (including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the implementation of PPP contracts?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>According to section 2.1.7 (f) of the PPP Handbook, usually, there is also a binding dispute resolution procedure in the contract. Furthermore, however good the relationship between the GPE and the PPP provider, and however stable the services being delivered, problems will arise over the PPP contract life. As such, procedures for handling these problems should be agreed. Clear reporting and escalation procedures help maintain the good relationship between the two parties. The objective is a relationship in which the GPE and the PPP provider co-operate to ensure that problems are recognized quickly and then resolved quickly and effectively (Section 4.3.13). Finally, section 4.3.14 states that, if a dispute cannot be resolved at the level where it arises, it will be necessary to involve a higher level of authority. This escalation process needs to be managed. Escalation procedures should allow for successive levels of response depending on the nature of the problem and the outcome of the action taken at lower levels. Every effort should be made to resolve the problem at the lowest practicable level. The levels of escalation should match those of the interfaces established between the PPP provider and the GPE. A crucial role of the contract manager is to try to ensure through prompt efforts that protracted disputes are avoided.</p>
<b>48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body</b>	No

<b>If yes, please specify:</b>	n/a
<b>Local courts</b>	Yes
<b>Domestic arbitration</b>	Yes
<b>International arbitration</b>	Yes
<b>Investor-State Dispute Settlement (ISDS)</b>	Yes
<b>Mediation</b>	Yes
<b>Please provide the relevant legal/regulatory/standard contractual provisions (if any)</b>	<p>Pursuant to Section 4.3.14 of the Handbook, disputes should try to be resolved at the lowest practicable level. It also highlights the importance of a good contract manager in managing such disputes. They may also be governed contractually or depend on conditions of contract in the relevant tender.</p> <p>PPP Handbook Sec 4.3.9: A crucial role for the contract manager is to try to prevent disputes from arising by preventative actions. The procedures for liaising with the PPP provider and the maintenance of agreed records of performance will help to resolve problems before they escalate. To minimize the costs of dispute resolution through court settlement, an alternative formal dispute resolution procedure is necessary. The PPP contract should specify the procedure for handling disputes.</p>
<b>48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	<p>Section 46.1 of Chapter 10 of the Arbitration Act: An award made by the arbitral tribunal pursuant to an arbitration agreement may, with leave of the Court, be enforced in the same manner as a judgment or order of the Court to the same effect.</p> <p>46.2: Where leave of the Court is so granted, judgment may be entered in the terms of the award.</p> <p>46.3: Notwithstanding section 3, subsection 46.1 shall apply to an award irrespective of whether the place of arbitration is Singapore or elsewhere.</p>
<b>International arbitration</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	<p>Section 19, Chapter 143A of the International Arbitration Act: An award on an arbitration agreement may, by leave of the High Court or a Judge thereof, be enforced in the same manner as a judgment or an order to the same effect and, where leave is so given, judgment may be entered in terms of the award.</p>
<b>Investor-State arbitration</b>	Yes
<b>If yes, please provide the relevant legal/regulatory</b>	<p>Singapore is a signatory to the New York Convention. Therefore, awards made in arbitration of investment disputes whether arising out of Bilateral investment treaties (BITs) or separate investment agreements under UNCITRAL Rules or other institutional rules are generally enforceable as awards under the New York Convention. Awards made</p>



<b>provisions/standard contractual provisions (if any):</b>	by the International Centre for the Settlement of Investment Disputes (ICSID) enjoy a special enforcement regime in all Contracting States of the ICSID Convention (ICSID Convention arts 53 and 54).
<b>49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV) in financial difficulty prior to insolvency?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	n/a
<b>50. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	Pursuant to section 2.3.16 of the PPP Handbook if the private provider is to run into financial difficulties during the contract length, there are concerns that the government might not be able to take over the function immediately, which will ultimately affect service continuity. The risk of the private provider failing exists as long as the service is outsourced, regardless of whether a PPP model is used or not. To help mitigate the impact on service continuity, the PPP contract should include provisions for Government to step in to manage the private sector's staff and equipment to continue delivering the service. There could also be provisions for the private financiers to identify other potential providers who can take over operations, subject to Government's approval, in the event that the original provider fails.

<b>50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one):</b> <b>The regulatory framework expressly regulates the lender step-in rights.</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 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>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Pursuant to Section 2.1.22 of the Handbook, debt providers hold step-in rights to take over failing projects and bring in new contractors who can meet public sector requirements in order to manage the overall risk that their debt is not repaid. Section 2.3.5 of the PPP Handbook also states that step-in rights should be addressed in the construction and service delivery phases of a PPP project.</p>
<b>Other.</b>	No
<b>Please Specify:</b>	n/a
<b>51. Does the regulatory framework (including standard</b>	Yes

<b>contractual clauses) expressly establish the grounds for termination of a PPP contract?</b>	
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Section 2.1.18 (c) of the PPP Handbook makes provision for termination of the contract due to private sector default under the following circumstances: expiry, default of the private operator, exceptional circumstances. In addition, according to section 2.3.13 termination clauses should also be included to allow both parties to terminate the contract under exceptional circumstances, with fair compensation (to either party), where necessary.</p>
<b>51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?</b>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>Section 2.1.18 (c) of the PPP Handbook makes provision for termination the contract due to private sector default. In these circumstances:</p> <ul style="list-style-type: none"> <li>i). Projects will revert to public ownership, including the assets necessary to continue to deliver the service;</li> <li>ii). Compensation may be due to the SPV based on the termination compensation clauses as stipulated in the PPP contract; and</li> <li>iii). The public sector would then take ownership of the project itself or re-tender the opportunity to take over the project to other private sector contractors. The public agency concerned would have to proceed with legal action, as appropriate, to recover from the defaulting private partner the costs incurred in rectifying defects, and in the maintenance and management of the facility.</li> </ul> <p>In addition, termination clauses should also be included to allow both parties to terminate the contract under exceptional circumstances, with fair compensation (to either party), where necessary (section 2.3.13).</p> <p>Finally, section 4.2.10 states that, as the contract draws to a close (for whatever reason), the GPE has to assess the various options available to itself. The GPE's main concern at this phase is to ensure a smooth transition of service delivery from the PPP provider to the GPE or to another service provider.</p>
<b>Unsolicited Proposals</b>	
<b>34. Are unsolicited proposals in Singapore: (choose only one): Explicitly prohibited by the legal framework?</b>	<p>No</p>

<b>(If prohibited, skip to section F)</b>	
<b>Explicitly allowed by the legal framework?</b>	No
<b>Not regulated by the legal framework, but do happen in practice?</b>	No
<b>Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)</b>	Yes
<b>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</b>	PPPs in Singapore are initiated exclusively by the government.
<b>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</b>	n/a
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b>	n/a
<b>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</b>	n/a
<b>If yes, please provide the</b>	n/a

<b>relevant legal/regulatory provisions (if any):</b>	
<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):</b> <b>The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.</b>	n/a
<b>If yes, please specify and provide the relevant 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>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority does not evaluate unsolicited proposals against</b>	n/a

<b>existing government priorities.</b>	
<b>Please elaborate and provide examples:</b>	n/a
<b>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and the time in calendar days:</b>	n/a
<b>39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process</b>	n/a

<b>and/or automatic shortlisting.</b>	
<b>39.2 Developer's fee (reimbursing the original proponent for the project development cost).</b>	n/a
<b>39.3 Bid Bonus.</b>	n/a
<b>39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).</b>	n/a
<b>39.5 Other.</b>	n/a
<b>Please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a