

PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN UNITED KINGDOM

SURVEY QUESTION	ANALYSIS
PPP Regulatory Framework	
2. Does the regulatory framework in your country allow procuring PPPs?	Yes
If yes, please specify the relevant regulatory framework and the year of adoption:	<p>There is not a standalone PPP law in the UK. UK is subject to EU procurement rules and has enacted legislation which implements these rules (e.g.. Public Contracts Regulations 2015) and also legislation which includes provisions to assist with the enabling of PPP projects in certain sectors (such as the Infrastructure Act (2015)). Overall, there is sufficient flexibility and certainty within the statutory and common law framework to permit PPPs. PPP/PFI procurement procedures are regulated and standardized, ensuring that the key principles of fairness, transparency and competition are preserved. We note that PFI is the most common type of PPP used in the UK since the early 1990s, based, on varying degrees, on the SOPC standard contract. Given the absence of a PPP-specific law, there is no general overarching provision in law which gives all public bodies the power to enter into PPP arrangements. Powers tend to be derived from a public body’s constitutional documents or from specific legislation. Where necessary, the Government is prepared to use secondary legislation to ensure that PPP projects procured under the private finance initiative are not adversely affected by general changes in the law. There is a detailed and mature regulatory framework within the UK for the tendering of public contracts (including PPPs). Principally, the UK legislation in this area implements European Union law on public sector procurement. In light of the nature of projects that are established under a PPP structure (e.g. significant project costs), this regulatory framework will often apply to the procurement of PPPs. Further, specific legislation may also apply depending on the nature of the particular PPP. (For example, in relation to public procurement rules for the defense sector, the Defense and Security Public Contracts Regulations 2011 may apply (which implemented the EU Defense Contracts Directive). In relation to the award of a contract by a utilities company, any applicable PPP project may be subject to the Utilities Contracts Regulations 2016 (which implemented EU Directive 2014/25/EU and Directive/23/EU)). The relevant UK legislation is:</p> <p>(1) The Private Finance Initiative (PFI) was first introduced as a PPP procurement and financing model in 1992. After that, HM Treasury published guidance and standard contract wording - “Standardization of PFI contracts” (“SOPC”) - in consultation with key stakeholders in the market. This has been revised a number of times, and the current version - as well as the “Standardization of PF2 contracts” - from infrastructure UK and HM treasury, published on December 5, 2012 (last updated July 16, 2013) to take in flexibilities/changes to the PFI contract structure implemented pursuant to the reform of the PFI model in 2012. Standardization of PF2 Contracts guidance on the key issues that arise in privately financed PPP projects produced by HM Treasury. The guidance provides detailed drafting provisions to be incorporated into PF2 contracts either on a “required” basis (where the exact wording should be used), or on a “recommended” basis in order to promote the achievement of commercially balanced contracts and deliver best value for money.</p>

	<p>(https://www.gov.uk/government/organisations/infrastructure-uk). (2) Public Contracts Regulations 2015 (“PCR’15”) which implemented EU Directive 2014/24/EU and is the key legislation governing public sector procurement in the UK; It applies to the procurement of above threshold public contracts by contracting authorities (although a number of exemptions exist). This regulatory framework will often apply to the procurement of PPPs.(3) The Green Book adopted in 2003 (and amended in 2011) is the standard guidance document for evaluating projects issued by HM incorporates revised guidance, to encourage a more thorough, long-term and analytically robust approach to appraisal and evaluation. It is relevant to all appraisals and evaluations in the UK, and it serves as a base for the Gateway Review, which is a standardized review process conducted by OGC (Office of Government Commerce: www.ogc.gov.uk): https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/220541/green_book_complete.pdf. (4) Major Project approval Guidance Additionally, we could refer to:(5) Utilities Contracts Regulations 2006 (to be replaced by Utilities Contracts Regulations, 2016 - in force by 18 April 2016); (6) Concessions Contracts Regulations, 2016 - expected to be in force by 18 April 2016; (7) Defense and Security Public Contracts Regulations 2011; (8) Single Source Contract Regulations 2014;</p>
<p>and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:</p>	<p>(1) https://www.gov.uk/government/publications/private-finance-2-pf2 or https://www.gov.uk/government/organisations/infrastructure-uk(2) http://www.legislation.gov.uk/uksi/2015/102/contents(3) https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-government(4) https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/179763/major_projects_approvals_assurance_guidance.PDF</p>
<p>2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?</p>	<p>Yes</p>
<p>Please describe:</p>	<p>List of reforms (not just legislation, but also policy items) relevant to UK PFI/PPPs which have been introduced since the start of 2016:</p>

Balance sheet treatment of PFI/PF2 projects. The IPA is currently in talks with the Office for National Statistics (ONS) in relation to the balance sheet classification of PFI/PF2 projects. PFI/PF2 projects can only be classified as a private sector liability if the bulk of the risks and rewards linked to the contract are weighted towards the private sector.

Wales unveils new PPP model. The Welsh Government has launched a new model to replace the non-profit distributing (NPD) model for its PPP pipeline. On 31 March 2017, it published a suite of technical documents for its Mutual Investment Model (MIM) programme, consisting of standard form project agreements for accommodation schemes and for roads, and a user guide for both standard forms. [Cabinet Secretary for Finance and Local Government, Mark Drakeford, said that the model would see the public sector allowed to share in profits, and that the appointment of a public interest director to be installed on all such projects would enable the Government to exert influence to ensure that the public interest was protected.]

HS2 Act given Royal Assent. On 23 February 2017, the High Speed Rail (London - West Midlands) Act 2017 came into law, enabling work to start on the construction of the first phase of the High Speed 2 (HS2) rail line.

Procurement damages limited to serious breaches. On 11 April 2017, the Supreme Court ruled on the circumstances in which damages may be recoverable for breaches of the Public Procurement Directive as it is given effect in the UK. The Court held that the Court of Appeal had been wrong to rule that domestic law went further than EU law in requiring a remedy in damages for any breach of the directive.

New Common Minimum Standards for Construction. On 15 March 2017, the Infrastructure and Projects Authority published the Common Minimum Standards for Construction (CMS), which replace the 2012 Government Construction Common Minimum Standards for the Procurement of Built Environments in the Public Sector. Government procurers will be expected to comply with these standards.

Revised standard Selection Questionnaire template and guidance. On 8 February 2017, a revised standard selection questionnaire and updated guidance were published. The questionnaire incorporates the exclusion grounds listed in the Public Contract Regulations 2015, which also align with those listed in the European Single Procurement Document.

UK softens debt tax blow to infrastructure: implementation of UK interest restriction offset by extension of public benefit infrastructure exemption. On 5 December 2016, HM Treasury and HM Revenue and Customs confirmed that a wide range of infrastructure assets would be partly excluded from new laws limiting tax benefits on interest payments. (The new rules will limit tax deductions which large groups can claim for their UK interest expenses relating to shareholder and bank debt.) As a result of the exemption, many companies in the water, energy and transport sectors will still be allowed to deduct most of their third-party debt interest from their tax bills.

Procurement Policy Note on social and environmental aspects of public procurement. On 2 November 2016, the Crown Commercial Service (CCS) published guidance to contracting authorities on the inclusion of social and environmental criteria in a procurement process and in contract performance obligations. Government policy requires contracting authorities

to secure compliance with relevant social, environmental and labor laws through the performance of public contracts.

Procurement Policy Note on steel in infrastructure projects. On 13 December 2016, BEIS updated its procurement guidance on the use of steel in “major” procurement projects, which is likely to include certain infrastructure, construction, flood defense and medical equipment projects. All central government departments must comply with the guidance, while the wider public sector is encouraged to adopt it.

Crown Commercial Service Procurement Policy Note (PPN) on Standard Selection Questionnaire. On 26 September 2016, the Crown Commercial Service published PPN 08/16: Standard Selection Questionnaire. The PPN sets out the revised standard selection questionnaire (SQ) which replaces the previous standard Pre-Qualification Questionnaire (PQQ) and supersedes the guidance on supplier selection and PQQs in PPN 03/15. It applies to all contracting authorities in England, and contracting authorities in Wales and Northern Ireland which exercise reserved functions for procurements above the thresholds laid down in the Public Contracts Regulations 2015.

Procurement Policy Note 07/16: legal requirement to publish on Contracts Finder. A new Procurement Policy Note, issued in July 2016 by the Cabinet Office, reminds contracting authorities that any procurement opportunities and contract awards which are in excess of specified thresholds must be published on the Contracts Finder website. The PPN should be read alongside the Cabinet Office guidance on transparency requirements for publishing on Contracts Finder, and provides additional guidance to assist contracting authorities to meet the requirements.

Guidance on amendments to contracts during their term. On 8 August 2016, the Crown Commercial Service published updated guidance on amendments to contracts during their term. This relates to the permissible grounds for amendments to contracts under the Public Contracts Regulations 2015, and includes the changes made by the Public Procurement (Amendments Repeals and Revocations) Regulations 2016.

Handbook on Concession Contracts Regulations published. In June 2016, the Crown Commercial Service published a handbook to accompany the introduction of the Concession Contracts Regulations 2016. This summarizes the main provisions of the Regulations, which came into force on 18 April 2016, and which implement the Concession Contracts Directive 2014/23/EU (CCD) in England and Wales. The CCD sets out the legal framework for concession contracts entered into by contracting authorities and utilities, including the procedures to be followed before awarding a concession contract when the concession value exceeds set thresholds.

Public procurement commitments in Open Government National Action Plan. On 12 May 2016, the Government published the UK Open Government National Action Plan 2016-18. The plan includes a commitment (Commitment 5) to implement the Open Contracting Data Standard (OCDS) in Crown Commercial Service procurements from October 2016, enabling the disclosure of data and documents at all stages of the contracting process. The Government will begin applying this approach to major infrastructure projects, starting with High Speed Two, and subsequently roll out OCDS across government. The Government has also stated that it will introduce an additional conviction check to ensure that individuals and

	<p>companies convicted of corruption-related offences, such as bribery or fraud, will be effectively prevented from winning public contracts.</p> <p>Procurement Policy Note confirming financial threshold for concession contracts. On 21 April 2016, the Crown Commercial Service published Procurement Policy Note 04/16 confirming the threshold for concession contracts under the Concession Contracts Regulations 2016 (2016/273) as £4,104,394 (€5.225m).</p> <p>Utilities Contracts Regulations 2016 and Concession Contracts Regulations 2016. On 18 April 2016, The Utilities Contracts Regulations 2016 and The Concession Contracts Regulations 2016 came into force. These Regulations implement the 2014 EU Utilities Contracts Directive and Concession Contracts Directive respectively. The new procurement rules for concession contracts apply to the public sector and to utilities; the new rules for utilities apply only to contracts let by certain utilities.</p> <p>The Concession Contracts (Scotland) Regulations 2016 come into force. On 24 February 2016, the Concession Contracts (Scotland) Amendment Regulations 2016 were published, correcting drafting errors in the Concession Contracts (Scotland) Regulations 2016 published on 2 February 2016. The Concession Contracts (Scotland) Regulations 2016 (as amended) implement the Concessions Directive in Scotland and came into force on 18 April 2016.</p>
2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?	<p>Yes</p>
Please describe:	<p>During 2017 it is expected that HM Treasury will review the drafting of standard contractual terms in Standardization of PF2 Contracts e.g. in relation to the public sector's share of refinancing gains, public sector equity returns and controls, insurance premium risk sharing and lifecycle surplus sharing.</p> <p>New Information Commissioner signals plans to extend FOI to cover outsourcing arrangements. In December 2016, the new Information Commissioner, Elizabeth Denham, gave a speech at the Holyrood FOI Conference in Scotland, in which she stated: "Top of my priority list is for government to do more to include private bodies that are basically doing work on behalf of the public. ... The public expects to know how its money is being spent. It should make little difference whether that's a local council providing a swimming pool, or a local council paying a private company to run a swimming pool. We'll be studying this subject in the coming months, and will be looking for input ahead of a report to parliament on transparency in outsourcing in 2017."</p> <p>Government plans new controls on foreign investment in critical infrastructure. The Government has announced reforms to its approach to the ownership and control of critical infrastructure to ensure that the full implications of foreign ownership are scrutinized for the purposes of national security. While the announcement was made in the context of giving the go-ahead for the Hinkley Point C new nuclear project, it has wider implications for investments in UK infrastructure. Details of the reforms are scarce, but will include the introduction of a "national security requirement for continuing Government approval of the ownership and control of critical infrastructure".</p>

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.	<p>No</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>n/a</p>
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	<p>No</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>n/a</p>
3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the	<p>No</p>

following sectors?: Energy generation and distribution.	
If yes, please provide the relevant legal/regulatory provisions:	n/a
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	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
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	No
If yes, specify and provide the relevant legal/regulatory provisions:	n/a
4. Does the regulatory framework	No

<p>provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?</p>	
<p>If yes, please specify and provide the relevant legal/regulatory provision (if any):</p>	<p>n/a</p>
<p>5. Please identify the PPP procuring authorities in United Kingdom and provide their website(s) (if available):</p>	<p>Given the absence of a PPP-specific law, there is no general overarching provision in law which gives all public bodies the power to enter into PPP arrangements. Powers tend to be derived from a public body’s constitutional documents or from specific legislation. In fact, the power of local authorities to enter into contracts with private entities was confirmed by the Local Government (Contracts) Act 1997 (available at http://www.legislation.gov.uk/). Section 1(1) of that Act provides that every statutory provision conferring or imposing a function on a local authority confers power on the local authority to enter into a contract with another person for the provision or making available of assets or services, or both - for the purposes of, or in connection with, the discharge of the function by the local authority. Examples of procuring authorities include: (1) PPP procuring authorities in UK that can be (a) the central government departments (schedule 1 of the Public Contracts Regulations 2015) or (b) the local government authorities (available in the infrastructure part of the website of Local Partnerships (http://localpartnerships.org.uk/our-work/infrastructure)) (2) Further to the implementation of Private Finance 2 (“PF2”) in 2012/13, the government has sought to centralize PPP procurement with national level procurement agencies being established for applicable sectors, such as the Education Funding Agency - see https://www.gov.uk/government/organisations/education-funding-agency (3) Different government agencies may carry out their own programmes, provided that these are consistent with a standard centralized approach, such as PF2. (4) Infrastructure and Projects Authority (IPA) is a center of expertise for infrastructure and major projects, reporting to the Cabinet Office and HM Treasury and it is part of the Cabinet Office and HM Treasury (https://www.gov.uk/government/organisations/infrastructure-and-projects-authority).</p> <p>In connection with procurement of the strategic roads network (SRN) in England, the procuring body would be either Highways England or the Department for Transport . Highways England is the government company charged with operating, maintaining and improving England’s motorways and major A roads. Formerly the Highways Agency, it became a government company in April 2015.</p> <p>It does not manage all roads in Britain:</p> <ul style="list-style-type: none"> o local roads in England are managed by the relevant local authority o Scottish roads are managed by Transport Scotland

	<ul style="list-style-type: none"> o Welsh roads are managed by the Welsh Assembly o London roads are managed by Transport for London <p>Any roads project outside the SRN will be procured by the relevant Local Authorities or Combined Authority.</p>
6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?	<p>Yes</p>
If yes, please indicate its name, and its website (if available):	<p>Presently one such body is Infrastructure UK (https://www.gov.uk/government/groups/major-projects-authority), which was established to provide commercial support for HM Treasury’s approval process, and to support the major infrastructure authority (MPA) (https://www.gov.uk/government/organisations/infrastructure-uk) involving public sector capital, as well as to assist with PFI policy across government. As of 1 January 2016 Infrastructure UK merged with the Major Projects Authority, creating the Infrastructure and Projects Authority, a new body overseeing big government projects, including those procured under the PF2 initiative. In addition, a National Infrastructure Commission was set up on 5 October 2015 as an independent body tasked with enabling long-term strategic decision making “to build effective and efficient infrastructure for the UK”.</p>
6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.	<p>Yes</p>
6.2 PPP capacity building for other public authorities.	<p>Yes</p>
6.3 PPP promotion among the public and/or private sectors in national and international forums.	<p>Yes</p>

6.4 Technical support in implementing PPP projects.	Yes
6.5 Identification and selection of PPP projects from the pipeline.	No
6.6 Revision of fiscal risks born by the Government.	No
6.7 Consultation with affected communities on potential impact of PPP projects.	No
6.8 Approval of PPP projects.	Yes
6.9 Undertaking the procurement of PPPs.	No
6.10 Oversight of PPP implementation.	Yes
6.11 Other	No
6.11 please specify:	n/a
Please provide the relevant legal/regulatory provisions:	<p>The National Infrastructure Commission (“NIC”) was not established through a statutory process. Instead its terms of reference are set out in the Charter for the National Infrastructure Commission - https://www.gov.uk/government/publications/charter-for-the-national-infrastructure-commission. In 2016 NIC issued its national infrastructure delivery plan for 2016-21 - https://www.gov.uk/government/publications/national-infrastructure-delivery-plan-2016-to-2021. NIC will publish the UK’s first National Infrastructure Assessment in 2018, with clear recommendations for how the identified infrastructure needs and priorities should be addressed.</p> <p>Any roads PPP will be structured in the context of the current RIS - Roads Investment Strategy issued by Government on a five year basis - https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/408514/ris-for-2015-16-road-period-web-version.pdf -</p>
PPP Preparation	
8. Does the Ministry of Finance or	Yes

<p>Central Budgetary Authority approve the PPP project before launching the procurement process?</p>	
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>Even though the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process, however it really depends on the projects and the departments involved. Power is generally devolved to the departments. As the case study involves a £150 million highway project, it is likely the Department of Transport will be the procuring authority, and will require approval from the Infrastructure and Projects Authority before procurement. Our case study project would likely be classified as a “Major Project”, defined in the Infrastructure and Projects Authority’s guidance (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/61371/major-project-approvals-assurance-guidance.pdf) as “a central Government funded project or programme that requires HM Treasury approval during its life as set out in the Delegated Authority Letters”. It also states that a Major Project is a project that (1) would entail contractual commitments to significant levels of spending in the future years which plans have not been set; (2) could set a potentially expensive precedent; and (3) could create pressures leading to a breach in Departmental Expenditure Limits, administration costs limits or Estimate provisions. Therefore, in our case, the project would be subject to Treasury and Cabinet Office scrutiny and approval. Additionally, a “five case model” is set out in HM Treasury’s Green Book supplementary guidance on delivering public value from spending proposals is the best practice standard recommended by HM Treasury for use in central Government by Departments and other Government bodies and by all those with responsibility for deciding how public money should best be spent. It takes practitioners through the entire process - starting with the preparation of Strategic Outline Programmes (SOPs), through to the production of Strategic Outline Cases (SOCs), Outline Business Cases (OBCs) and finally production of a Full Business Cases (FBCs) in support of individual schemes is a mandatory part of planning a public sector spending proposal and preparing it for approval. The guidance should be understood by all who are either responsible for developing and producing spending proposals or for their assessment and approval; in particular by: <input type="checkbox"/> Senior Responsible Owners (SRO), Programme Directors and Project Managers, with responsibility for successful delivery; <input type="checkbox"/> Directors of Finance, procurement and planning, with responsibility for the forward planning of operational aspects of a proposal; <input type="checkbox"/> Members of approvals and management boards with strategic responsibility for approving proposals throughout their lifespan. Furthermore, Part 3 (Decision-making process and budgets) of the National Audit Office’s briefing paper - The choice of finance for capital investment, March 2015, (available at https://www.nao.org.uk/report/the-choice-of-finance-for-capital-investment) explains how the Government’s budget process affects the decisions to use public and private finance for capital investment - it includes an overview of roles and responsibilities and contains a section on value-for-money assessments in respect of capital investment decisions where the use of private finance is under consideration. Finally, the departmental procurement trackers - https://www.gov.uk/government/collections/hmt-pfipf2-business-case-approval-trackers also provides for all the HM Treasury approvals during the process. as well as Cabinet Office, Major Project approval and assurance guidance,</p>

	<p>April 2011 available at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/179763/major_projects_approvals_assurance_guidance.PDF.pdf</p>
<p>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>A second approval by the Ministry of Finance or Central Budgetary Authority is required in the UK before signing the PPP contract only where the costs or benefits of the project vary by more than 10% post Final Business Case approval, or if the contract terms, for whatever reason, vary significantly from those originally proposed/ approved. In fact, Action 27 of the Green Book Supplementary Guidance (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/469317/green_book_guidance_public_sector_business_cases_2015_update.pdf) provides under: Post FBC approval prior to contract signature, that the FBC must be re-submitted for re-approval if the costs or benefits vary by more than 10% post FBC approval, or if the contract terms, for whatever reason, vary significantly from those agreed. In this context we note that a major project is defined as “a central government-funded project or programme that requires HM Treasury approval during its life”, in other words, it is of sufficient size or complexity, but also incorporates any project deemed novel or contentious which would not otherwise require approval by HM Treasury (e.g. creates an expensive precedent or has significant long-term funding implications). PPPs are therefore captured under this process. Major projects require an “Integrated Assurance and Approval Plan” (IAAP) for validation by both the MPA and HM Treasury at key points in the project cycle. IAAPs should cover both assurance and approvals requirements, and should be proportionate to the nature and stage of each project. The relevant government department, MPA and HM Treasury work together in developing and reviewing draft IAAPs throughout the project cycle. Finally, the departmental procurement trackers - https://www.gov.uk/government/collections/hmt-pfipf2-business-case-approval-trackers also provides for all the HM Treasury approvals during the process, showing that a second approval is required, as well as Cabinet Office, Major Project approval and assurance guidance, April 2011 available at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/179763/major_projects_approvals_assurance_guidance.PDF.pdf</p>
<p>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.</p>	<p>No</p>

If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	PPP treatment by the European System of Accounts (ESA 2010).
Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	As part of the EU, PPP treatment by the European System of Accounts (ESA 2010).
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).	No
Accounting and reporting according to other international	No

standard (e.g. European System of Accounts).	
Please specify:	n/a
Other.	No
Please specify:	n/a
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.)?	Yes
If yes, please specify the relevant authority	<p>The Major Project Review Group. In fact, according to PPP Units and related Institutional Framework (http://www.eib.org/epec/resources/publications/epec_uk_england_public_en.pdf): All major projects are approved through one of the following processes, depending on project cost and risk and the department’s track record for managing project spending :o the Major Projects Review Group (chaired by HM Treasury and made up of senior commercial experts from around government);o the HM Treasury Approval Point with panel meetings (chaired by HM Treasury and made up of civil servants); and the HM Treasury Approval Point without panel meeting (approval given by officials within HM Treasury).We also note in this context that a major project is defined as “a central government-funded project or programme that requires HM Treasury approval during its life”, in other words, it is of sufficient size or complexity, but also incorporates any project deemed novel or contentious which would not otherwise require approval by HM Treasury (e.g. creates an expensive precedent or has significant long-term funding implications). PPPs are therefore captured under this process (which is aligned with our case study hypo) Additionally, the Cabinet Office, Major Project approval and assurance guidance, April 2011 (available at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/179763/major_projects_approvals_assurance_guidance.PDF.pdf)Major projects require an “Integrated Assurance and Approval Plan” (IAAP) for validation by both the MPA and HM Treasury at key points in the project cycle. IAAPs should cover both assurance and approvals requirements, and should be proportionate to the nature and stage of each project. The relevant</p>

	government department, MPA and HM Treasury work together in developing and reviewing draft IAAPs throughout the project cycle.
and provide the relevant legal/regulatory provisions (if any):	PPP Units and related Institutional Frameworks: (http://www.eib.org/epec/resources/publications/epec_uk_england_public_en.pdf). Additionally, where the procuring authority is a local authority or a health service trust, the approval of the relevant central government department (e.g. the Department for Transport or Department of Health) will be required in order for the procuring authority to proceed with a PFI / PF2 project. See, by way of example, the Department for Transport's timeline / project tracker for the Mersey Gateway bridge PPP project which financially closed in March 2014; the timeline / project tracker is available on the DfT's website at https://www.gov.uk/government/publications/pfipf2-tracker-department-for-transport
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?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
10. Does the procuring authority use transaction advisors during the PPP project cycle?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	According to Regulation 40 of the PCR15, 40.—(1) Before commencing a procurement procedure, contracting authorities may conduct market consultations with a view to preparing the procurement and informing economic operators of their procurement plans and requirements. (2) For this purpose, contracting authorities may, for example, seek or accept advice from independent experts or authorities or from market participants. (3) Such advice may be used in the planning and conduct of the procurement procedure, provided that it does not have the effect of distorting competition and does not result in a violation of the principles of non-discrimination and transparency.
11. In a case comparable to the case study	Yes

assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework):
The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.

If yes, please specify and provide the relevant legal/regulatory provisions (if any):

The Government publishes a National Infrastructure Plan and has just set up a new Infrastructure Commission, both of which are intended to identify and prioritize the delivery of infrastructure and its planning. There is no regulatory framework that describes or prescribes the way the government prioritizes PPP projects, but in practice, the Infrastructure and Projects Authority are responsible for managing public investment of projects PPP/PFI projects are included, alongside publicly financed projects, in government policy documents and the annual National Infrastructure Plan, for example, envisages the

	use of both to achieve its objectives but such prioritization is not included in any regulatory framework.
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.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.	No
If yes, please elaborate:	n/a
The procuring authority does not evaluate PPPs against existing government priorities.	No
Please elaborate and provide examples:	n/a
11.1. Based on your experience, is it	Yes

<p>always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?</p>	
<p>If yes, please specify:</p>	<p>The UK government always integrates the prioritization of PPP projects with other public investment project prioritization. In fact, in practice the Infrastructure and Projects Authority are responsible for managing public investment of projects.</p>
<p>If no, please elaborate:</p>	<p>n/a</p>
<p>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)</p>	<p>Yes</p>
<p>Relevant legal/regulatory provision (if any)</p>	<p>According to the Green book (page 8): (https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-government): The business case in support of a new policy, new strategy, new programme or new project must evidence: <input type="checkbox"/> That the intervention is supported by a compelling case for change that provides holistic fit with other parts of the organization and public sector- the “strategic case”; <input type="checkbox"/> That the intervention represent best public value - the “economic case”; <input type="checkbox"/> That the proposed Deal is attractive to the market place, can be procured and is commercially viable - the “commercial case”.</p>
<p>Is there a specific methodology for the assessment?</p>	<p>Yes</p>
<p>If yes, please elaborate</p>	<p>According to the Green book (page 55), Following the identification and measurement of the costs and benefits for each option, it should now be possible to estimate the net present</p>

	<p>value (NPV) for each option, using the Green Book discount rate - the preferred method of spending appraisal within the public sector. This section is concerned with compiling the economic appraisals for the short listed options - including the 'do nothing' or 'do minimum' in their most basic format. Guidance is given on the following: <input type="checkbox"/> methods for option appraisal; <input type="checkbox"/> discounting in the public sector; <input type="checkbox"/> calculating the NPV; <input type="checkbox"/> the equivalent annual cost (EAC); <input type="checkbox"/> required rates of return and pricing rules; <input type="checkbox"/> the treatment of PPP (PFI) schemes, if applicable; <input type="checkbox"/> tax differentials. Under Methods for spending appraisal, we read: There are two main schools of thought for evaluating the performance of a project, namely the 'accounting method' and 'economics method'. The accounting method focuses on liquidity/pay back period and profitability; whereas the economics method focuses on welfare maximization, resource allocation and considerations of risk and uncertainty. The two main economics methods are NPV and the internal rate of return. The recommended approach within the public sector is to calculate the NPV, which is the sum of discounted costs and benefits. The Infrastructure and Projects Authority will review by using at least one of: (1) the Starting Gate review; (2) OGC Gateway Review 1; and (3) Project Assessment Review</p>
Is the assessment done in practice?	<p>Yes</p>
Details:	<p>The socio-economic analysis is always done in practice in the UK when identifying and preparing a PPP project</p>
12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)	<p>Yes</p>
Relevant legal/regulatory provision (if any)	<p>According to the Green book (page 8): (https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-government): The business case in support of a new policy, new strategy, new programme or new project must evidence :[...] <input type="checkbox"/> That the proposed spend is affordable - the "financial case"; <input type="checkbox"/> That what is required from all parties is achievable - "the management case".</p>
Is there a specific methodology for the assessment?	<p>Yes</p>
If yes, please elaborate	<p>Step 6 of the Green book (ascertaining affordability and funding requirement) provides that The purpose of this step is to ascertain the affordability and funding requirements of the preferred option, in relation to the other short-listed options; and to demonstrate that the recommended deal is affordable. In practice, this involves determining: <input type="checkbox"/> the financial profile of each of the short-listed options; <input type="checkbox"/> the impact of the proposed deal its capital and revenue</p>

	consequences - on the organization's prices (if any), income and expenditure account and balance sheet.
Is the assessment done in practice?	Yes
Details:	In the UK, the affordability assessment, including the identification of the required long term public commitment is always done in practice
12.3. Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision (if any)	<p>According to the Green book (page 8): Policies, strategies, programmes and projects will only achieve their spending objectives and deliver benefits if they have been scoped robustly and planned realistically from the outset and the associated risks taken into account.</p> <p>Additionally, page 11 reads: The case for change must be based on a rigorous assessment of the issues (business needs) associated with the status quo (existing arrangements) and the potential scope of the proposed spend in relation to the anticipated benefits and potential risks; and (page 13), the commercial case should contain, among others, a risk transfer...</p> <p>Also, Annex 4 of the Green Book titled Risk and uncertainty treats the following subjects: Risk management (page 79); Transferring risk (page 82); ...; Irreversible risk (page 88) and the cost of variability in outcomes</p>
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	<p>Page 88 of the Green book reads: The following financial statements are required for all projects: <input type="checkbox"/> a budget statement, which should be based on resource accounting and budgeting (RAB) principles, and show the resource costs over the life time of the proposal. For strategic initiatives, the budget will often comprise the forecast RAB financial statements of the whole organization over a number of years; <input type="checkbox"/> a cash flow statement, which should show the cash which will be spent on the lead option, if it goes ahead. The existing spend (if any) and the additional spend should be shown separately; <input type="checkbox"/> a funding statement, which should show which internal departments, partners and external organizations will provide the resources required. Where external funding is required, a written statement of support from the project's stakeholders or commissioners is needed. The above should include the contingencies (in £s) necessary to ensure that there is sufficient financial cover for risks and uncertainties. Additionally, HM Treasury's Standardization of PF2 Contracts (December 2012) at https://www.gov.uk/government/publications/private-finance-2-pf2, sets out the approach to allocating risks between public and private sector parties in PF2 PPP projects using Government developed contractual guidance (SoPC4 and PF2)</p>
Is the assessment done in practice?	Yes
Details:	In the UK, the risk identification, allocation and assessment is always done in practice as prescribed in the regulatory framework

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)	<p>Yes</p>
Relevant legal/regulatory provision (if any)	<p>Assessment is conducted using the Infrastructure and Projects Authority approval process. This includes undertaking project appraisals for value for money in accordance with Chapter 5 (Appraising the options) of the Green Book (https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-government). In fact, Chapter 5 - (Option Appraisal) provides: 2.8 The third step is to carry out an option appraisal. This is often the most significant part of the analysis. Initially a wide range of options should be created and reviewed. This helps to set the parameters of an appropriate solution. A shortlist may then be created to keep the process manageable, by applying the techniques summarized below to high level estimates or summary data. The ‘do minimum’ option should always be carried forward in the shortlist, to act as a check against more interventionist action. 2.9 Each option is then appraised by establishing a Base Case. This is the best estimate of its costs and benefits. These estimates can then be adjusted by considering different scenarios, or the option’s sensitivity to changes can be modelled by changing key variables. More fully, the appraisal may develop as follows: (1) Identify and value the costs of each option. (2) Identify and value the benefits of each option. (3) If required, adjust the valued costs and benefits for: (4) Distributional impacts (the effects of proposals on different sections of society); (5) Relative price movements. (6) Adjust for the timing of the incidence of costs and benefits by discounting them, to obtain their present values. (7) If necessary, adjust for material differences in tax between options. (8) Adjust for risk and optimism to provide the Base Case, and consider the impacts of changes in key variables and of different future scenarios on the Base Case. (9) Consider unvalued impacts (both costs and benefits), using weighting and scoring techniques if appropriate.</p>
Is there a specific methodology for the assessment?	<p>Yes</p>
If yes, please elaborate	<p>PPP project appraisal and selection of procurement method is based on value for money considerations. Different organizations will rely on different methodologies. The Monte Carlo simulation technique is often applied to numerically assess overall project risks. This framework can help both public and private sectors identify critical risk sources, measure the overall project risks and determine measures to help secure the financial reliability of a project. Based on their individual interpretation of risk analysis results, investors can evaluate financial risks of PPP projects and set investment decision criteria accordingly. In general, the methodology is conducted using the Infrastructure and Projects Authority</p>

	<p>approval process. This includes the methodology in Chapter 5 (Appraising the options) of the Green Book stating: 2.9 Each option is then appraised by establishing a Base Case¹. This is the best estimate of its costs and benefits. These estimates can then be adjusted by considering different scenarios, or the option's sensitivity to changes can be modelled by changing key variables. More fully, the appraisal may develop as follows: (1) Identify and value the costs of each option. (2) Identify and value the benefits of each option. (3) If required, adjust the valued costs and benefits for: (4) Distributional impacts (the effects of proposals on different sections of society); (5) Relative price movements. (6) Adjust for the timing of the incidence of costs and benefits by discounting them, to obtain their present values. (7) If necessary, adjust for material differences in tax between options. (8) Adjust for risk and optimism to provide the Base Case, and consider the impacts of changes in key variables and of different future scenarios on the Base Case. (9) Consider unvalued impacts (both costs and benefits), using weighting and scoring techniques if appropriate.</p>
Is the assessment done in practice?	<p>Yes</p>
Details:	<p>The comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives is always done in practice in the UK</p>
12.5. Financial viability or bankability assessment	<p>Yes</p>
Relevant legal/regulatory provision (if any)	<p>Section 1.3 of the Green Book provides that it describes how the economic, financial, social and environmental assessments of a policy, programme or project should be combined. Also, Section 2.19 provides that for individual assessments, consideration needs to be given at the outset to: <input type="checkbox"/> The availability and cost of financial and specialist resources that may be needed; <input type="checkbox"/> The possible need for quality assurance, for example, by academic experts and service providers; <input type="checkbox"/> How the findings are to be disseminated (e.g. publication of assessments; dissemination via web sites, etc.); <input type="checkbox"/> The possibility of deferring a proposal pending further research; and, <input type="checkbox"/> Establishing a project plan for the assessment, setting out key milestones, resources and work streams. Additionally, Section 2.25 provides that proposals need to be affordable, and an affordable financial plan needs to be developed. Finally, Section 6.10 provides that the affordability of options should always be considered when developing and selecting options. In addition to the analysis of economic costs and benefits, appraisals usually need three major financial statements, at least for the lead options: <input type="checkbox"/> A budget statement. This should be based on resource accounting and budgeting (RAB) principles, and show the resource costs over the lifetime of the proposal. For strategic initiatives, the budget will often comprise the forecast RAB financial statements of a whole organization over a number of years. <input type="checkbox"/> A cashflow statement. This should show the additional cash that will be spent on the lead option if it goes ahead. <input type="checkbox"/> A funding statement. This should show which internal departments, partners and external organizations would provide the resources (and in some cases cash) required.</p>
Is there a specific methodology for the assessment?	<p>Yes</p>

If yes, please elaborate	<p>Section 6.10 of the Green Book provides that the affordability of options should always be considered when developing and selecting options. In addition to the analysis of economic costs and benefits, appraisals usually need three major financial statements, at least for the lead options: <input type="checkbox"/> A budget statement. This should be based on resource accounting and budgeting (RAB) principles, and show the resource costs over the lifetime of the proposal. For strategic initiatives, the budget will often comprise the forecast RAB financial statements of a whole organization over a number of years. <input type="checkbox"/> A cashflow statement. This should show the additional cash that will be spent on the lead option if it goes ahead. <input type="checkbox"/> A funding statement. This should show which internal departments, partners and external organizations would provide the resources (and in some cases cash) required.</p>
Is the assessment done in practice?	<p>Yes</p>
Details:	<p>In the UK, the Financial viability or bankability assessment is always done in practice</p>
12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)	<p>Yes</p>
Relevant legal/regulatory provision (if any)	<p>The Green Book provides guidance on the importance of market assessment. This comes in the form of assessing whether the project will be value for money and if there is an identifiable need for the project (Chapter 3 - Justifying Action). This will cover assessing market interest. In fact, paragraph 3.4 - (Carrying out research) provides that: The first step in appraisal is usually to carry out research, to identify the scope of the issues involved and the basis for government action. The research may cover the following: <input type="checkbox"/> The result if nothing changed, or if there was minimal change; <input type="checkbox"/> The market situation (e.g. cause of any market failure, employment levels); <input type="checkbox"/> Current and projected trends and published forecasts (e.g. population, services volume, demand, relative prices and costs); <input type="checkbox"/> Potential beneficiaries (and those who may be disadvantaged); <input type="checkbox"/> Technological developments; and, <input type="checkbox"/> Whether the problem to be addressed changes in scope or magnitude over time e.g., effects can multiply over generations.</p>
Is there a specific methodology for the assessment?	<p>Yes</p>
If yes, please elaborate	<p>The Green Book provides guidance on the importance of market assessment. This comes in the form of assessing whether the project will be value for money and if there is an identifiable need for the project (Chapter 3 - Justifying Action). This will cover assessing market interest. In fact, paragraph 3.4 - (Carrying out research) provides that: The first step in appraisal is usually to carry out research, to identify the scope of the issues involved and the basis for government action. The research may cover the following:</p> <p><input type="checkbox"/> The result if nothing changed, or if there was minimal change;</p>

	<input type="checkbox"/> The market situation (e.g. cause of any market failure, employment levels); <input type="checkbox"/> Current and projected trends and published forecasts (e.g. population, services volume, demand, relative prices and costs); <input type="checkbox"/> Potential beneficiaries (and those who may be disadvantaged); <input type="checkbox"/> Technological developments; and, <input type="checkbox"/> Whether the problem to be addressed changes in scope or magnitude over time e.g., effects can multiply over generations.
Is the assessment done in practice?	Yes
Details:	The market sounding and assessment is done in practice when identifying and preparing a PPP in the United Kingdom
12.7. Environmental impact assessment	Yes
Relevant legal/regulatory provision (if any)	The Planning Act 2008 and Localism Act 2011 lays out the processes for making decisions on the development of major, or 'nationally significant' infrastructure projects (NSIPs). The Planning Act 2008 introduced a new process for decision-making on NSIPs for energy, transport, water and waste. It introduced a new body, the Infrastructure Planning Commission, to have responsibility for making decisions on planning applications for NSIPs. An Environmental Impact Assessment must be considered for each NSIP.
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	The Town and Country Planning (Environmental Impact Assessment) Regulations (1999), impose procedural requirements for carrying out an Environmental Impact Assessment. Furthermore, as part of the EU, the UK follows the methodology for the Environmental impact assessment set in directive 2011/92
Is the assessment done in practice?	Yes
Details:	The environmental impact assessment is done in practice in the context of PPP projects in the UK
12.8. Consultation process with affected communities on potential impact of the PPP project	Yes
Relevant legal/regulatory provision (if any)	The Planning Act of 2008 (Guidance on pre-application consultation) provides for "a faster and fairer development consent system for nationally significant transport, energy, water, waste-water and waste infrastructure projects".

	https://infrastructure.planninginspectorate.gov.uk/wp-content/uploads/2009/08/guidancepreapplication.pdf
Is there a specific methodology for the assessment?	Yes
If yes, please elaborate	Guidance on how to put together a Statement of Community Consultation (SOCC) is set out at this link https://infrastructure.planninginspectorate.gov.uk/wp-content/uploads/2009/08/guidancepreapplication.pdf
Is the assessment done in practice?	Yes
Details:	The consultation process with affected communities on potential impact of the PPP project is done in practice in the UK following the methodology laid out in the Planning Act, 2008
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)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	No regulatory basis
and specify which of the assessments are included in the request for proposals and/or tender documents:	Affordability and socio-economic assessment
13.1. Are the assessments published online?	Yes

If yes, please provide the relevant legal/regulatory provisions (if any):	Pursuant to Regulation 22 of the Public Contracts Regulations 2015 (PCR'15): To the extent that assessments are included in tender documents, they must be made available electronically to tenderers
specify the website	Procuring authorities will make tender documents available to potential bidders at a specified address on their own website, or on a secure site set up by them for the purpose.
please specify which of the assessments are published online:	Affordability and socio-economic assessment
14. 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):	Regulation 53(1) of the Public Contracts Regulations, 2015 (SI 2015/102) ("PCRs") requires all procurement documents (including contract terms) to be made available electronically to bidders from the time a project is advertised in the EU Official Journal. This is generally considered not to be practicable where a negotiated or competitive dialogue procurement procedure is being followed. However "Procurement documents" include proposed conditions of contract, which would be a draft PPP contract. It also includes any document produced or referred to by the procuring authority to describe or determine elements of the procurement or the procedure, including the contract notice, technical specifications and descriptive document. Therefore, where standard contract drafting is available, for example Standardization of PF2 contracts or Crown Commercial Service standard contracts, these will be included for bidders in the Request for Proposals.
If no, please elaborate	n/a
14.1. Are the tender documents published online?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Regulation 53 PCR'15 about the electronic availability of procurement documents, provides that—(1) Contracting authorities shall, by means of the internet, offer unrestricted and full direct access free of charge to the procurement documents from the date of the publication in the Official Journal of a notice sent in accordance with regulation 51 or the date on which an invitation to confirm interest is sent....
and please specify the website:	Procuring authorities will make the tender documents available to all potential bidders at a specified address on their own website, or on a secure site set up by them for that purpose.
15. In a case comparable to the case study	Yes

assumptions, have standardized PPP model contracts and/or transaction documents been developed?	
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	<p>The current standard form Project / Concession Agreements for PPPs applicable in England (Wales and Northern Ireland) are:(1) A standardization of PF2 contracts which will be used as the basis for all PF2 PPP contracts produced by the Treasury: (https://www.gov.uk/government/publications/private-finance-2-pf2)(2) Sector specific standard project agreements developed by Local Partnerships (previously known as 4Ps), on behalf of government departments (because the form of contract is dependent on the industry sector) are found on the Local Partnerships' website that contains a portal to local authority sector specific guidance and 'Standardization of PFI Contracts': (http://localpartnerships.org.uk/). It should be noted that in many sectors, the model contracts include the full suite of contractual documents necessary for implementing the PPP structure. Examples of PPP model contracts include: o Ministry of Defense Project Agreement - see https://www.gov.uk/government/publications/mod-private-finance-initiative-pfi-project-agreement-pa; and o Department for the Environment, Food & Rural Affairs: Waste Infrastructure Delivery Programme - Residual Waste Treatment Contract: http://www.defra.gov.uk/environment/economy/waste/widp/.</p>
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)	<p>No</p>
Private Partner	<p>No</p>
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	<p>No</p>

To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No

To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
16.4. Obtaining the required land: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory provision (if any)	No regulatory basis
16.5. Obtaining the required right of way: Procuring authority (or other Government entity)	No
Private Partner	No
Private partner with facilitation role assigned to the procuring authority (or other Government entity)	No
To be established in the contract	Yes
Relevant legal/regulatory	No regulatory basis

y provision (if any)	
PPP Procurement	
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.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The bid evaluation committee members require sufficient qualification without specific details.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>The framework does not require specific qualifications that the bid evaluation committee members have to meet. However, it does contain rules on as to what the bid evaluation committee members are supposed to do, and they will be selected based on relevant expertise and will be given evaluation roles based on expertise accordingly. Each procuring authority will have its own standards for the governance and structure of its evaluation committee. In practice, the committee will usually be either made up of individuals with a financial and legal background, or will be procurement professionals who are in turn, advised by financial and legal professionals.</p>
The bid evaluation committee	No

members are not required to have any specific qualifications.	
Please elaborate and provide examples:	n/a
19. Does the procuring authority issue a public procurement notice of the PPP project?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	<p>Under the Green Book Guidance (page 76), we read that Contracts covered by the Regulations must generally be the subject of a call for competition by publishing a contract note in the Official Journal of the EU (OJEU). Use of the standard forms for OJEU notices - contract notice or contract award notice - is mandatory.</p>
19.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	<p>Under the PCRs, all public contracts in relation with UK (and EU) which exceed a relevant threshold (currently £4,104,394) (http://www.ojeu.eu/thresholds.aspx), and are not expressly excluded, procurement notices must follow the standard form required by EU law, and they are issued in The Official Journal of the European Union (OJEU), published on Tenders Electronic Daily (TED). In fact, PPP procurement procedures must comply with European Union law requiring issuance and publication of a tender notice. Such advertising requirement is set out in the following relevant UK implementing procurement legislation: (i) Public Contracts Regulations 2015, Sections 51 and 52 (“PCR’15”)(ii) Utilities Contracts Regulations 2006 (to be replaced by Utilities Contracts Regulations, 2016 - in force by 18 April 2016)(iii) Concessions Contracts Regulations, 2016 - in force by 18 April 2016; not yet in force.(iv) Defense and Security Public Contracts Regulations 2011(v) Single Source Contract Regulations 2014 Therefore, we understand that tender notices must be published in the Official Journal of the European Union (OJEU), which is the gazette of record for the European Union, where projects have a value greater than the specified financial threshold (currently £4,104,394) , and follow the standard form required by EU law. For below threshold projects, European case law states that an advertisement must be made if the project would generate “cross border interest” within the European Union. Projects in England, Wales and Northern Ireland (save for those which relate to devolved responsibilities) whether they have a contract value above or below the EU financial thresholds must also advertise on the Government’s Contracts Finder</p>

	(https://www.gov.uk/contracts-finder) service (Part IV, Public Contracts Regulations, 2015).Note: For below threshold projects, European case law states that an advertisement must be made if the project would generate “cross border interest” within the European Union. Projects in England, Wales and Northern Ireland (save for those which relate to devolved responsibilities) whether they have a contract value above or below the EU financial thresholds must also advertise on the Government’s Contracts Finder (https://www.gov.uk/contracts-finder) service (Part IV, Public Contracts Regulations, 2015)
20. Are foreign companies prohibited from participating in the bidding process?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The minimum period of time that the procuring authority grants the potential bidders to submit their bids depends on EU Procurement Directive being followed. In practice, Minimum time limits will apply depending on the procurement process chosen pursuant to the EU procurement rules. There are different minimum periods for different circumstances, although the tender documents are likely to give bidders a longer period (than such minimum). This is particularly true for PPPs, because these projects often involve substantial and detailed work (on the part of the bidder) in order to comply with the bid requirements under the tender, this is reflected in the time periods/timetable set out in tender documents (which far exceed any minimum period). In general, the minimum period of time granted to bidders to submit their bids is 35 days if using Open Procedure and 30 days in Restricted Procedure and Competitive Dialogue. Note: Competitive procedure with negotiation = 30 days from the date on which the invitation is sent (this can be limited to 10 days if certain criteria is fulfilled) (Regulation 29(5)). Competitive dialogue = 30 days from the date on which the contract notice was sent (Regulation 30(2)). In our case, we will adopt the minimum time provided to bidders when an open procedure is used: 35 days
and the time in calendar days:	35
22.1. In a case comparable to	Yes

the case study assumptions, which are the procurement procedures available and/or set as default for PPP projects? Open tendering: Available	
Default	No
Relevant legal/regulatory provision (if any)	According to Regulation 26 of the PCR 15,—(1) When awarding public contracts, contracting authorities shall apply procedures that conform to this Part. (2) Such contracts may be awarded only if a call for competition has been published in accordance with this Part and the Public Contracts Directive, except where regulation 32 permits contracting authorities to apply a negotiated procedure without prior publication. (3) Contracting authorities may apply— (a) open or restricted procedures as regulated by this Part; ... (and Regulation 27 provides details for open procedure)
22.2. Restricted tendering (with pre-qualification stage): Available	Yes
Default	No
Relevant legal/regulatory provision (if any)	According to Regulation 26 of the PCR 15,—(1) When awarding public contracts, contracting authorities shall apply procedures that conform to this Part. (2) Such contracts may be awarded only if a call for competition has been published in accordance with this Part and the Public Contracts Directive, except where regulation 32 permits contracting authorities to apply a negotiated procedure without prior publication. (3) Contracting authorities may apply— (a) open or restricted procedures as regulated by this Part; ... (and Regulation 28 provides details for restricted procedure)
22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.4. Competitive	Yes

dialogue: Available	
Default	No
Relevant legal/regulatory provision (if any)	<p>According to Regulation 26 of the PCR 15, (4) Contracting authorities may apply a competitive procedure with negotiation or a competitive dialogue in the following situations:—</p> <p>(a) with regard to works, supplies or services fulfilling one or more of the following criteria:—</p> <p>(i) the needs of the contracting authority cannot be met without adaptation of readily available solutions;</p> <p>(ii) they include design or innovative solutions;</p> <p>(iii) the contract cannot be awarded without prior negotiation because of specific circumstances related to the nature, the complexity or the legal and financial makeup or because of risks attaching to them;</p> <p>(iv) the technical specifications cannot be established with sufficient precision by the contracting authority with reference to a standard, European Technical Assessment, common technical specification or technical reference;</p> <p>(b) with regard to works, supplies or services where, in response to an open or a restricted procedure, only irregular or unacceptable tenders are submitted. ...</p> <p>Furthermore, Regulations 29 and 30 detail such procedure</p>
22.5. Direct negotiation with more than one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.6. Direct negotiation with only one candidate: Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a
22.7 Other. Specify:	No
Available	No
Default	No
Relevant legal/regulatory provision (if any)	n/a

22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Generally, the tender documents will set out in detail the stages of the procurement process. In fact, Public sector PPP projects generally follow (1) the Competitive Dialogue procedure with negotiation: the documents must (i) identify the subject matter of the procurement by providing a description of their needs and the characteristics required of the supplies, works or services to be procured; (ii) indicate which elements of the description define the minimum requirements to be met by all tenders; and (iii) specify the contract award criteria or (2) where there is more certainty as to what is being procured, the Restricted Procedure set out in PCR'15 or the Competitive Procedure with Negotiation (PCR'15 regulation 29. Finally, we also refer to articles 37.4 and 37.5 of the EU Concession Directive</p>
If no, please elaborate:	<p>n/a</p>
22.9. Do the tender documents specify the prequalification /shortlisting criteria (when applicable) in order to make them available to all the bidders?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>PCRs. Regulations 29(2) and 30(1) for competitive procedure with negotiation and competitive dialogue respectively provide: R29(2):" In the procurement documents, contracting authorities shall-(a) identify the subject-matter of the procurement by providing a description of their needs and the characteristics required of the supplies, works or services to be procured, (b) indicate which elements of the description define the minimum requirements to be met by all tenders, and (c) specify the contract award criteria"R30(1): "In competitive dialogues, any economic operator may submit a request to participate in response to a contract notice by providing the information for qualitative selection that is requested by the contracting authority". Therefore, the pre-qualification criteria are likely to be set out in the invitation to tender (or equivalent tender documents), rather than being determined by any regulatory framework. We should also mention that the regulatory framework may establish restrictions on the pre-qualification criteria that may be imposed on bidders by a procuring authority. For example, Regulation 23(4) of the Defense Contracts Regulations sets out the discretionary grounds under which the procuring authority may exclude a bidder or declare them ineligible (at pre-qualification stage). These include:</p>

	criminal offences relating to the conduct of the economic operator’s business or profession; grave professional misconduct, including, for example, breaches of obligations during a previous contract; and o evidence of risks to the security of the United Kingdom. Finally, we can also refer to article 37.1 of the EU Concessions Directive
22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	For a project of the type specified in the case study, procuring authorities will always set out the exclusion and selection criteria provided for in PCR’15 regulations 57 and 58 in what is commonly referred to as a pre-qualification questionnaire (PQQ). The PQQ format will comply with the requirements for the European Single Procurement Document (ESPD), as required pursuant to PCR’15 regulation 59 and equivalent provisions in Scottish procurement legislation.
If no, please elaborate:	n/a
23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	This available option for bidders is based on government guidelines: The standard operating procedures - http://www.pfc.uk.com/phocadownloadpap/government%20sourcing%20-%20a%20new%20approach%20using%20lean.pdf Bidders will generally be given the right to submit questions (e.g. requests for clarification) to the procuring authority, which may only apply after the pre-qualification stage of the procurement. The process and any restrictions will be set out in the tender documents. (such as deadlines for questions submission/ form of such questions and the process to submit them (e.g. via uploading the question to an electronic portal). Furthermore, Regulation 29(16) (competitive procedure with negotiation) and Regulation 30(8) (competitive dialogue) PCRs. The competitive authority has to provide information to the tenderers in a way that is not discriminatory, and it must open a dialogue to discuss all aspects of the procurement, with a final aim to identify and define the best suited means to satisfying their needs
23.1. If yes, notwithstanding confidential information pertaining to	Yes

<p>the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</p>	
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>The UK follows EU directives. The procuring authority has the discretion as to how it responds, but it must do so in a way which complies with the broad principles set out in the Treaty on the Functioning of the European Union (TFEU) - transparency, non-discrimination and proportionality. Additionally, Article 18 PCR 2015 provides that (1) Contracting authorities shall treat economic operators equally and without discrimination and shall act in a transparent and proportionate manner. Finally, the procuring authority will reserve the right to disclose all questions to all bidders unless they are confidential in nature. The bidders will be given an opportunity to identify questions they consider to be confidential (when submitted to the authority) and will be required to provide reasons for this assertion. The tender documents will set out the process for the authority to respond to such questions (but, generally, the tender documents will reserve the right for the authority to make the final decision on whether the particular question is in fact confidential). If the procuring authority disagrees with the bidder (i.e. determines the question is not confidential), then the tender process may require the authority to go back to the relevant bidder and ask that it re-submit the questions (as non-confidential). This gives the relevant bidder an opportunity to withdraw the question if it does not want the risk of the procuring authority disclosing this question to the other bidders.</p>
<p>23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</p>	<p>Yes</p>
<p>If yes, please specify:</p>	<p>In practice, notwithstanding confidential information pertaining to the bidders, the procuring authority discloses the questions and clarifications to all potential bidders, specifically because, in projects such as the one in the case study, there is a high risk of legal challenge from bidders if the procuring authority does not comply with transparency, non-discrimination and proportionality principles</p>
<p>If no, please elaborate:</p>	<p>n/a</p>
<p>24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?</p>	<p>Yes</p>

<p>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</p>	<p>Pursuant to regulation 40 of the Public Contracts Regulations, 2015 (PCR'15): Procuring authorities are entitled to carry out preliminary market consultations (whether with experts or market participants). They can carry out pre-bidding conferences provided that they do not have the effect of distorting competition or violating the TFEU principles of non-discrimination and transparency.</p>
<p>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?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>According to Regulation 41 of the PRC, —(1) Where a candidate or tenderer, or an undertaking related to a candidate or tenderer—</p> <p>(a) has advised the contracting authority, whether in the context of regulation 40 or not, or</p> <p>(b) has otherwise been involved in the preparation of the procurement procedure, the contracting authority shall take appropriate measures to ensure that competition is not distorted by the participation of that candidate or tenderer.</p> <p>(2) Such measures shall include—</p> <p>(a) the communication to the other candidates and tenderers of relevant information exchanged in the context of or resulting from the involvement of the candidate or tenderer in the preparation of the procurement procedure; and</p> <p>(b) the fixing of adequate time limits for the receipt of tenders.</p> <p>(3) The candidate or tenderer concerned shall only be excluded from the procedure where there are no other means to ensure compliance with the duty to treat economic operators equally in accordance with regulation 18(1).</p> <p>(4) Prior to any such exclusion, candidates or tenderers shall be given the opportunity to prove that their involvement in preparing the procurement procedure is not capable of distorting competition.</p> <p>(5) The measures taken under this regulation shall be documented in the report referred to in regulation 84(1).</p>
<p>24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</p>	<p>Yes</p>

If yes, please specify:	<p>Disclosure of information shared during the pre-bidding conferences is always done in practice in the UK. Our contributors added that both bidders and procuring authorities have been aware for some time of possible distortions to competition if they are not transparent about preliminary market consultations. Fabricom (C-21/03 and C-34/03) and subsequent case law is now incorporated in regulation 41 and procuring authorities are therefore sensitive to the potential for this particular line of legal challenge.</p>
If no, please elaborate:	<p>n/a</p>
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?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>No regulatory basis</p>
If no, please elaborate:	<p>n/a</p>
26. 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>Regulations 67-68 and 69 PCR'15 sets out a non-exhaustive list of award criteria and provide that the down selection of bidders and final award of the contract must be made in accordance with award criteria and sub-criteria set out in the procurement documents.</p>
Evaluation criteria is not set in the	<p>No</p>

tender documents	
27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.	<p>Yes</p>
Please specify and provide the relevant legal/regulatory provisions (if any):	<p>HM Treasury’s guidance on competitive dialogue (page 26) provides that in case of single proposals, the contracting authority should carry out a thorough review before deciding on the way forward. If it decides that it is not possible to take appropriate additional action to secure value for money, the procurement should be halted. In considering whether the procurement should continue, the reason for the market failure should be examined closely. If the failure is due to systemic problems in the market, an alternative procurement route would not resolve it. In this case, the procuring authority would probably want to consider if it can protect its position while allowing the procurement to continue. Alternatively, the failure of the competition can be due to (1) concerns in the bidding community about the contracting authority’s commitments to the project, or the skills and experience of its team; (2) bidders found that they were shortlisted for too many projects, and decided to withdraw from some... Each case should be considered on its merits, but there are general principles that should be followed: (1) If the market failure occurs early on in the procurement process, the procurement should be halted unless there are systemic market failures that would equally affect the alternative. (2) Where failure occurs when the process is mature, ... the contracting authority should consider the strengths and quality of the remaining, or only credible bid, and consider the extent to which the competition up to that stage has been able to drive out and demonstrate value for money; and (3) if a contracting authority considers it appropriate to continue with a single bidder, it should ensure that there is transparent competition in the bidder’s supply chain. Benchmarking is not an adequate alternative to market testing. If the bidder would not agree to market testing its subcontracts, the procurement is unlikely to deliver value for money and should be halted.</p>

<p>The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</p>	<p>No</p>
<p>Please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The procuring authority does not award a PPP contract if only one proposal is submitted.</p>	<p>No</p>
<p>Please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>The regulatory framework does not include any provisions.</p>	<p>No</p>
<p>28. Does the procuring authority publish the award notice?</p>	<p>Yes</p>
<p>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</p>	<p>(1) Regulation 50 PCR 15. provides that the procuring authorities must send a standard form contract award notice for publication in the Official Journal of the European Union (OJEU), within 30 days after the award of the contract.(2) Also under PCR 2015 (R 106 and 108), a range of new transparency obligations have been imposed on all contracting authorities (with a few exceptions) covering contracts not within the scope of all the formal advertising and award obligations. This includes a requirement that any new procurement opportunities, above certain thresholds (i.e. £10,000 contract value for Central Government and £25,000 contract value for non Central Government contracting authorities) will be published. (3) Contracts Finder portal (established by UK government) where contract award information relating to the winning contractor will also be published.</p>
<p>28.1. If yes, is the public procurement award notice</p>	<p>Yes</p>

published online?	
If yes, please specify the website:	https://www.gov.uk/contracts-finder http://simap.europa.eu/enotices/changeLanguage.do?language=en
29. 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):	(1) Regulation 55 of PCRS provides that, (unless the release of information would cause prejudice to a legitimate right, or would impede law enforcement or otherwise be contrary to the public interest), Contracting authorities shall as soon as possible inform each candidate and tenderer of decisions reached concerning the conclusion of a framework agreement, the award of a contract or admittance to a dynamic purchasing system, including the grounds for any decision(2) Pursuant to regulations 86 and 87 PCR'15, on selection of the final bidder, the procuring authority must provide information to unsuccessful bidders stating the name of the successful bidder and explaining the characteristics and relative advantages of the successful tender. (Also, bidders have a standstill period of at least 10 days to challenge the award)
If no, please elaborate:	n/a
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?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	(1) Regulation 55 of the PCRs provides that the contracting authorities shall as soon as possible inform each bidder of decisions reached concerning the conclusion of a framework agreement, the award of a contract or admittance to a dynamic purchasing system, including the grounds for any decision-The contracting authorities also need to inform unsuccessful tenderers (upon their request) of the reasons for the rejection of their tenders (2) Regulation 86 PCR'15 requires the procuring authority to issue a notice to all unsuccessful bidders , setting out the criteria against which bids were evaluated, the "characteristics and relative advantages" of the winning bid... (it also includes the name of the winning bidder and the date on which the required "standstill period" will end).
30. Is there a standstill (or pause) period after the contract award	Yes

<p>and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?</p>	
<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>According to Regulation 87 of the PCR 15, (1) Where regulation 86(1) applies, the contracting authority must not enter into the contract or conclude the framework agreement before the end of the standstill period.</p> <p>(2) Where the contracting authority sends a regulation 86 notice to all the relevant economic operators by facsimile or electronic means, the standstill period ends at midnight at the end of the 10th day after the relevant sending date.</p> <p>(3) Where the contracting authority sends a regulation 86 notice to all the relevant economic operators only by other means, the standstill period ends at whichever of the following occurs first:—</p> <p>(a) midnight at the end of the 15th day after the relevant sending date;</p> <p>(b) midnight at the end of 10th day after the date on which the last of the economic operators to receive such a notice receives it.</p> <p>(4) In paragraphs (2) and (3), “the relevant sending date” means the date on which the regulation 86 notice is sent to the relevant economic operators, and if the notices are sent to different relevant economic operators on different dates, the relevant sending date is the date on which the last of the notices is sent.</p> <p>(5) Where the contracting authority sends the regulation 86 notice to one or more of the relevant economic operators by facsimile or electronic means and to the others by other means, the standstill period ends at whichever of the following two times occurs latest:—</p> <p>(a) midnight at the end of the 10th day after the date on which the last notice is sent by facsimile or electronic means;</p> <p>(b) the time when whichever of the following occurs first:—</p> <p>(i) midnight at the end of the 15th day after the date on which the last notice is sent by other means;</p> <p>(ii) midnight at the end of the 10th day after the date on which the last of the economic operators to receive a notice sent by any such other means receives it.</p> <p>(6) In this regulation— “regulation 86 notice” means a notice given in accordance with regulation 86; and “relevant economic operators” means economic operators to which regulation 86 requires a notice to be sent.</p>
<p>and the time in calendar days:</p>	<p>10</p>
<p>30.1. Is the standstill period set out in the notice of intention to award?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulator</p>	<p>According to Regulation 86 of the PCR, —(1) Subject to paragraphs (5) and (6), a contracting authority shall send to each candidate and tenderer a notice communicating its decision to award the contract or conclude the framework agreement.</p>

y provisions (if any):	<p>Content of notices</p> <p>(2) Where it is to be sent to a tenderer, the notice referred to in paragraph (1) shall include—</p> <p>...</p> <p>(d) a precise statement of either—</p> <p>(i) when, in accordance with regulation 87, the standstill period is expected to end and, if relevant, how the timing of its ending might be affected by any and, if so what, contingencies, or</p> <p>(ii) the date before which the contracting authority will not, in conformity with regulation 87 enter into the contract or conclude the framework agreement. ...</p>
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?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>(1) Regulation 86 PCR'15 provides for a restriction on the signature of the PPP contract with the winning bidder during the standstill period (where unsuccessful bidders have the opportunity to challenge the procurement process if they judge it to be improperly conducted). (2) Regulation 30 PCR'15 provides that once the successful bidder is identified, the procuring authority can negotiate "to confirm financial commitments or other terms contained in the tender" provided that it does not have the effect of "materially modifying essential aspects of the tender", distorting competition or causing discrimination. Therefore, the negotiations (and any changes to the contract) should be to clarify, specify and fine tune the PPP contract, and they may not be used to substantially amend the contract.</p>
31.1. Based on your experience, is it always the case that this restriction is respected in practice?	<p>Yes</p>
If yes, please specify:	<p>The restrictions of the negotiations with the selected bidder between the award and the signature of the PPP contract are always respected in practice in the UK. In fact, procuring authorities in the UK seek to ensure that the contract as originally scoped in the specification and contract notice is not materially modified as a result of negotiations with the preferred bidder to avoid potential challenges of the procurement process by bidders.</p>

If no, please elaborate:	n/a
32. Does the procuring authority publish the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
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	n/a
Publication of the full PPP contract without including all its annexes and appendixes	n/a
Publication of a summary of the PPP contract without publishing the full PPP contract	n/a
Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes	n/a
Publication of a summary of the	n/a

PPP contract along with the full PPP contract without including all its annexes and appendixes	
32.2. If yes, is it published online?	n/a
If yes, please specify the website:	n/a
32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
PPP Contract Management	
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)?	Yes
If yes, please provide the relevant legal/regulator	PPP Projects are negotiated on the basis of Standardization of PFI Contracts or Standardization of PF2 contracts, and will follow the guidance set out in those publications. In this context, Performance mechanisms linked to payment and monitoring exist in most PPP projects following Section 20 of PF2 that sets out guidance on structuring payment mechanisms and their subsequent monitoring. Furthermore, Section 20.1.3 provides

y provisions (if any):	guidance on how to put successful project management procedures in place: it requires the Authority to have a contract management team and recommends that they should be brought into the procurement process prior to Financial Close.
41.1. If yes, which of the following tools does it include (check all that apply)?: Establishment of a PPP contract management team	Yes
Relevant legal/regulatory provisions (if any):	Section 20.1.3 of PF2 provides guidance on how to put successful project management procedures in place: it requires the Authority to have a contract management team, which should be considered at the Project planning stage and during procurement. There must be adequate resourcing of suitably-qualified staff during the Project's operational phase. The individuals or groups who will be involved in contract management should be brought into the procurement process prior to Financial Close.
Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa	Yes
Relevant legal/regulatory provisions (if any):	Section 20.4.1 of PF2 provides: A key issue is who will do the monitoring - the Authority, the Contractor, a partnership between the two or a third party. Additionally, the Green book Guidance (page 96) provides that PRINCE 2 (which is a recognized project management in the UK) methodologies covers the project life cycle from start-up to closure. It provides a number of mechanisms and reporting arrangements to ensure project planning and monitoring are carried out rigorously. It is based on the following key principles and should be used on all occasions: <input type="checkbox"/> a project is a finite process with definite start and end dates; <input type="checkbox"/> a project always needs to be managed in order to be successful (by a qualified PRINCE practitioner: the project manager and contract management team)...
Elaboration of a PPP implementation manual or an equivalent document	No
Relevant legal/regulatory provisions (if any):	n/a
Establishment of personnel training	No

<p>programs (i.e. initial training and continued training throughout the course of the project)</p>	
<p>Relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)</p>	<p>No</p>
<p>Relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>41.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please select only one): The membership of the PPP contract management team is specified and/or its members are required to</p>	<p>No</p>

meet detailed qualifications.	
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are required to meet sufficient qualification without specific details.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are not required to meet any specific qualifications.	Yes
Please elaborate and provide examples:	Members of the PPP contract management team are not required to have any specific qualification. Examples exist of the procuring authority using members of its own day to day personnel to carry out contract management or appointing an external advisor.
42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?	Yes
If yes, please provide the	Section 7.2.4 of Standardization of PF2 Contracts sets out a procuring authority's obligations during the construction phase of a PPP contract. It provides: The Authority should require

relevant legal/regulatory provisions (if any):	<p>enough management information to be reassured that the delivery timetable is on track and any overriding safety issues are being satisfactorily addressed. This will involve having access to the Site. The Authority should also require formal notice of the expected Handover Date and subsequent Service Commencement Date and the grant of access to the Facility to the Authority Service Provider from the Handover Date to ensure commissioning and readiness of delivery of the Soft Services. For a project such as a school this commissioning period may be in the region of 4 weeks. ...</p>
42.1. If yes, is the PPP contract construction performance information made available to the public?	<p>No</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>n/a</p>
42.2. If yes, is the PPP contract construction performance information made publicly available online?	<p>n/a</p>
If yes, please specify the website:	<p>n/a</p>
43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Section 20.2 of PF2 Guidance and standard contracts -recommends a substantial element of monitoring by the Contractor, subject to periodic Authority audits.- HM Treasury publishes an annual report detailing full project and financial information on all projects where Government is a shareholder.- HM Treasury publishes a business case approval tracker on the Treasury website providing a status update on the progress of projects.- HM Treasury</p>

	publishes information on current PFI and future PF2 projects, and on the infrastructure and construction pipeline.
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	Yes
Relevant legal/regulatory provisions (if any)	According to Section 19.12.6 of Standardization of PF2 Contracts: Authorities should primarily consider what constitutes an unacceptable level of performance when setting the Contractor Default threshold and related thresholds.
The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract	Yes
Relevant legal/regulatory provisions (if any)	According to Section 19.12.6 of Standardization of PF2 Contracts: Authorities should primarily consider what constitutes an unacceptable level of performance when setting the Contractor Default threshold and related thresholds. As a secondary matter, they may also consider the impact which the threshold level of deductions has on the financial position of the Contractor (and even where thresholds are not expressed in simple financial terms it should be possible to consider the relationship between the levels of performance leading to Contractor Default and the level of deductions likely to accompany that performance)...
The private partner must provide the procuring or contract management authority with periodic operational and financial data	Yes

Relevant legal/regulatory provisions (if any)	<p>According to Section 20.4.3 of the Standardization of PF2 Contracts: Monitoring requires the use of information that can only be gathered with co-operation from the Contractor. Mechanisms must be in place to ensure the Contractor provides data accurately. The right approach depends on the particular Project but will always call for co-operation between the parties as benefits will accrue to the Contractor as well as the Authority. Where a Contractor is providing the information, the Authority should obtain a right of audit to verify the information...</p>
The procuring or contract management authority must periodically gather information on the performance of the PPP contract	<p>Yes</p>
Relevant legal/regulatory provisions (if any)	<p>Section 20.2 of PF2 Guidance and standard contracts -recommends a substantial element of monitoring by the Contractor, subject to periodic Authority audits.</p>
The PPP contract performance information must be available to the public	<p>No</p>
Relevant legal/regulatory provisions (if any)	<p>n/a</p>
43.2. Is PPP contract performance information made publicly available online?	<p>No</p>
If yes, please specify the website:	<p>n/a</p>
44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?	<p>No</p>

<p>If yes, please provide the relevant legal/regulatory provisions (if any):</p>	<p>n/a</p>
<p>45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>(1) Required contract drafting set out in section 6 of Standardization of PF2 contracts - December 2012 (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/207383/infrastructure_standardisation_of_contracts_051212.PDF) requires the private partner to notify the authority of any change in ownership of its share capital. The authority cannot restrict any change in the composition of the private partner's shareholders save where it is concerned that the original shareholders may leave the project before all their equity commitments have been fulfilled, and/or for policy reasons - (for example, an authority may not wish to have tobacco companies holding shares in PPP school projects). (2) Regulation 72 PCR'15 sets out the circumstances in which changes made to public contracts might be considered to be substantial such that they should be advertised as a new contract.</p>
<p>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).</p>	<p>Yes</p>

<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Section 6 of Standardization of PF2 Contracts allows for a “lock-in” (which is an arrangement according to which a person or company is obliged to deal only with a specific company) expiring generally no later than the end of any defects liability period.</p>
<p>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Regulation 72(1)(d) requires any replacement contractor to fulfil the selection criteria which bidders in the original procurement procedure were required to fulfil.</p>
<p>In other cases, flexibility to change the ownership structure and/or assign the contract.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Section 6 of Standardization of PF2 Contracts allows substitution of non-controlling interests after the initial period “only where legitimate policy reasons exist “</p>
<p>46. Does the regulatory framework (including standard contractual clauses) expressly regulate the</p>	<p>Yes</p>

modification or renegotiation of the PPP contract (once the contract is signed)?	
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>(1) Regulation 72 PCR'15 codifies the Press text case (C-454/06) which precluded changes to public contracts which would render the contract originally signed, materially different in character. Regulation 72 sets out specific modifications which will not be deemed to change the original nature of the contract, such that a new procurement procedure does not have to be advertised to the market. If substantial modifications are made, a new procurement process may be required (For example if the modification is as a result of circumstances which a reasonable procuring authority could not have foreseen, does not change the overall nature of the contract and any resulting increase in price does not exceed 50% of the original contract value, then the modification is not deemed to be such as to require a new procurement procedure). In fact, point 8 of Regulation 72 provides that (8) A modification of a contract or a framework agreement during its term shall be considered substantial for the purposes of paragraph (1)(e) where one or more of the following conditions is met:-(a) the modification renders the contract or the framework agreement materially different in character from the one initially concluded;(b) the modification introduces conditions which, had they been part of the initial procurement procedure, would have- (i)allowed for the admission of other candidates than those initially selected, (ii)allowed for the acceptance of a tender other than that originally accepted, or (iii)attracted additional participants in the procurement procedure;(c) the modification changes the economic balance of the contract or the framework agreement in favor of the contractor in a manner which was not provided for in the initial contract or framework agreement;(d) the modification extends the scope of the contract or framework agreement considerably;(e) a new contractor replaces the one to which the contracting authority had initially awarded the contract in cases other than those provided for in paragraph (1)(d).(2) Chapter 11 requires a change procedure to be set out in the contract and contains requirements and recommendations as to what the change procedure should cover.</p>
46.1. If yes, is an approval from a government authority, other than the procuring authority, required?	<p>No</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>n/a</p>
46.2. If yes to question 46,	<p>Yes</p>

<p>which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.</p>	
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Regulation 72 PCR provides that (1) Contracts and framework agreements may be modified without a new procurement procedure in accordance with this Part in any of the following cases:- ... (e) where the modifications, irrespective of their value, are not substantial within the meaning of paragraph (8) And according to paragraph 8: modification of a contract or a framework agreement during its term shall be considered substantial for the purposes of paragraph (1)(e) where one or more of the following conditions is met:-... (d) the modification extends the scope of the contract or framework agreement considerable.</p> <p>Additionally, section 11 of Standardization of PF2 Contracts provides for the methodology for executing changes to a PPP contract through inclusion by the procuring authorities of well-developed Change Protocol in their Contracts, that deals effectively and appropriately with the different kinds of changes. Such Change Protocols must be developed during the procurement process, and be agreed and incorporated into the Contract at Financial Close. The Change Protocol should be based on the generic pro-forma protocol produced by HMT and PFUs should produce their own sectoral protocols based on this (http://www.hm-treasury.gov.uk/infrastructure_ppp_contractual.htm). ... Change Protocols should cover, at a minimum, the following elements of the change management process for all types of changes:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Notification and Specification; <input type="checkbox"/> Contractor's Estimate; <input type="checkbox"/> Authority Approval; <input type="checkbox"/> Change Implementation; <input type="checkbox"/> Funding and Payment; <input type="checkbox"/> Due Diligence; and <input type="checkbox"/> Documentation and Monitoring.
<p>A change in the risk allocation of the contract.</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Regulation 72 PCR (provided that the modification does not alter the overall nature of the contract). In fact, point 8 of Regulation 72 provides that (8) A modification of a contract or a framework agreement during its term shall be considered substantial for the purposes of paragraph (1)(e) where one or more of the following conditions is met:-(a) the modification renders the contract or the framework agreement materially different in character from the one initially concluded;(b) the modification introduces conditions which, had they been part of the initial procurement procedure, would have- (i)allowed for the admission of other candidates than those initially selected, (ii)allowed for the acceptance of a tender other than that originally accepted, or (iii)attracted additional participants in the procurement procedure;(c) the modification changes the economic balance of the contract or the</p>

	framework agreement in favor of the contractor in a manner which was not provided for in the initial contract or framework agreement;...
A change in the financial and/or economic balance of the contract.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Regulation 72 PCR (provided that the modification does not alter the overall nature of the contract). In fact, point 8 of Regulation 72 provides that (8) A modification of a contract or a framework agreement during its term shall be considered substantial for the purposes of paragraph (1)(e) where one or more of the following conditions is met:...(c) the modification changes the economic balance of the contract or the framework agreement in favor of the contractor in a manner which was not provided for in the initial contract or framework agreement;...
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.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	According to Regulation 72 of the PCR 15 titled Modification of contracts during their term, (5) This paragraph applies where the value of the modification is below both of the following values:— (a) the relevant threshold mentioned in regulation 5, and 70 (b) 10% of the initial contract value for service and supply contracts and 15% of the initial contract value for works contracts, provided that the modification does not alter the overall nature of the contract or framework agreement. (6) For the purposes of paragraph (5), where several successive modifications are made, the value shall be the net cumulative value of the successive modifications. (7) For the purpose of the calculation of— (a) the price mentioned in paragraph (1)(b) and (c), and (b) the values mentioned in paragraph (5)(b), the updated figure shall be the reference figure when the contract includes an indexation clause. ..
46.3. Can the procuring authority unilaterally modify a PPP contract?	No
If yes, please provide the relevant	n/a

legal/regulatory/standard contractual provisions (if any):	
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	<p>Yes</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>The Standardisation of PF2 Contracts (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/207383/infrastructure_standardisation_of_contracts_051212.PDF) regulates supervening events (Article 15(3) is specifically dedicated to Force Majeure events) under “Consequences of Relief Events”. Furthermore, Section 15.4 of Standardization of PF2 Contracts guidance produced by HM Treasury sets out recommendations and requirements relating to Force Majeure.</p>
Material Adverse government action .	<p>Yes</p>
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Section 15 Standardization of PF2 contracts treats Authority breach of the PPP contract as a compensation event, requiring extra time and monetary compensation to be paid to the private partner. In fact, Section 15.2.1.2 provides: Events which can arise before the Service Commencement Date and which are at the Authority’s risk (i.e. for which compensation should be paid to the Contractor) are: <input type="checkbox"/> Authority breach of an obligation (which includes a breach occasioned by third parties for whom the Authority is responsible, such as teachers or sub-contractors) or any title warranty; <input type="checkbox"/> Authority changes (see Section 11 (Flexibility and Change)); and <input type="checkbox"/> Discriminatory or specific changes in law (see Section 16.5 (Discriminatory, Specific and General Changes in Law)).</p>
Change in the Law.	<p>Yes</p>
If yes, please provide the relevant legal/regulatory/standard contractual	<p>Section 16 Standardization of PF2 Contracts titled “Change in Law”</p>

provisions (if any):	
Refinancing.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Section 28 Standardization of PF2 Contracts titled “Refinancing” regulate Refinancing of PF2 projects that is one way in which both the Authority and investors in the Contractor can share in the benefits of a successful project. Accordingly, Authorities should be receptive to proposals from the Contractor to refinance, and are encouraged to consent to such proposals. However, when evaluating a refinancing proposed by the Contractor, an Authority should consider carefully whether the effects of such proposal could: <input type="checkbox"/> increase the risk facing the Authority without conferring on it commensurate reward; <input type="checkbox"/> reduce incentives for the Contractor to achieve sustained service standards, particularly in later years; and / or <input type="checkbox"/> undermine the financial stability of the Contractor, thereby endangering the provision of services.
Subcontracting and replacement of the subcontractors.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):	Section 7.26 of Standardization of PF2 Contracts deals with the replacement of subcontractors and includes the possibility of a wipe clean of deductions and warning notices on replacement of a subcontractor by the PPP Co.
48. Does the regulatory framework (including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the implementation of PPP contracts?	Yes
If yes, please specify and provide the relevant legal/regulator	Section 34 Standardization of PF2 Contracts (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/207383/infrastructure_standardisation_of_contracts_051212.PDF): Standardization of PF2 Contracts guidance produced by HM Treasury. The guidance provides detailed drafting provisions to be incorporated into PF2 contracts either on a “required” basis (where the exact wording should

y/standard contractual provisions (if any):	be used), or on a “recommended” basis (where the drafting should be used as a basis for adaptation to different sectors).Chapter 34 suggests the following disputes resolution procedure:(a) the Authority and Contractor consult with each other for a fixed period of time;(b) if consultation fails, the parties may then put their case before an expert to decide; and(c) if either party is dissatisfied with the expert’s decision, it may refer the matter either to arbitration or to the courts for a final and binding decision.
48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body	No
If yes, please specify:	n/a
Local courts	Yes
Domestic arbitration	Yes
International arbitration	Yes
Investor-State Dispute Settlement (ISDS)	Yes
Mediation	Yes
Please provide the relevant legal/regulatory/standard contractual provisions (if any)	According to Section 34 of Standardization of PF2 Contracts, parties should aim to settle disputes through consultation (i.e. Mediation), and are encouraged to seek alternate means of dispute resolution wherever possible. However, failing this, disputes should be referred to both Domestic arbitration, or to the Courts.
48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration	Yes
If yes, please provide the relevant legal/regulatory provisions/standard	Arbitration Act 1996. Arbitration awards are enforceable by the local courts according to the Rules of the London Court of International Arbitration. Awards are final and binding on all parties.

contractual provisions (if any):	
International arbitration	Yes
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	The UK is part of the New York Convention
Investor-State arbitration	Yes
If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):	The UK is member of the ISCID Convention
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?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	PPP SPVs can be restructured following insolvency law legislation used in connection with any other company. Legal practitioners would need to confirm that any changes to the SPV structure, did not constitute a material change to the original contract pursuant to regulation 72(1)(d) of PCR'15.
50. Does the regulatory framework (including	Yes

<p>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?</p>	
<p>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Section 26 of standardization of PF2 Contracts recommends direct agreements to be used and section 26.6 sets out the clauses that are required in a direct agreement, including detailed provisions as to lender step-in rights.</p>
<p>50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.</p>	<p>No</p>
<p>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>The regulatory framework</p>	<p>Yes</p>

<p>prescribes that a direct agreement should be signed with the lenders.</p>	
<p>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>Section 26 of standardization of PF2 Contracts recommends direct agreements to be used and section 26.6 sets out the clauses that are required in a direct agreement, including detailed provisions as to lender step-in rights.</p>
<p>The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.</p>	<p>No</p>
<p>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</p>	<p>n/a</p>
<p>Other.</p>	<p>No</p>
<p>Please Specify:</p>	<p>n/a</p>
<p>51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?</p>	<p>Yes</p>
<p>If yes, please specify and provide the relevant legal/regulatory/standard contractual</p>	<p>I. Under the Standardization of PF2 Contracts - https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/207383/in_frastructure_standardisation_of_contracts_051212.PDF: Early termination can be caused by: (1) Authority Default (see Section 23.1 (Termination on Authority Default)), (2) Contractor Default (see Section 23.2 (Termination on Contractor Default)), (3) Force Majeure (see Section 23.3 (Termination on Force Majeure)) and (4) Corrupt Gifts (see Section 23.4</p>

provisions (if any):	<p>(Termination on Corrupt Gifts and Fraud)), (5) Uninsurability (see Section 17.9 (Risks that become Uninsurable)), and (6) breach of Refinancing provisions (see Section 23.6 (Termination for breach of the Refinancing Provisions)). (7) It can also be caused by the Authority exercising a right to terminate the Contract voluntarily (see Section 23.5 (Voluntary Termination by Authority) and Section 23.5.4 (Authority Break Points))II. Furthermore, under Regulation 73 PCR'15 requires public contracts to include provisions requiring termination of the contract where (a) it has been substantially modified in a way not permitted pursuant to regulation 72 (b) The private partner has been involved in fraudulent activities specified in regulation 57(1) or (c) the award of the contract has been the subject of successful infraction proceedings determined by the Court of Justice of the European Union. (1) Sections 23-25 of Standardization of PF2 Contracts - (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/207383/infrastructure_standardisation_of_contracts_051212.PDF) set out grounds for termination, how any compensation payments should be calculated and paid, and how residual assets should be dealt with after termination. These principles are set out in the Project Agreement and any step-in arrangements with project funders. (2) Regulation 73 PCR'15</p>
51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?	<p>Yes</p>
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):	<p>Sections 23-25 of Standardization of PF2 Contracts - (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/207383/infrastructure_standardisation_of_contracts_051212.PDF). Although not dealing with project specific consequences of termination of a PF2 contract, sections 23-25 do establish certain consequences of termination. In fact: Section 23 deals with various consequences, namely: o Compensation on termination for Authority Default (Section 23.1.3); o Compensation on termination for Contractor Default (Section 23.2.5); o Senior Lender's rights when the Authority issues a Termination Notice to the Contractor (Section 23.2.6); o Authority's options to retender the Contract or not following termination (Sections 23.2.7 and 23.2.9); o Authority's option to require the Contractor to transfer to the Authority all of its rights, title and interest in and to the Assets (Section 23.2.10); o Compensation on Termination for Force Majeure (Section 23.3.2); o Compensation on Termination for Corrupt Gifts and Fraud (Section 23.4.2); o Consequences of Voluntary Termination by the Authority (Section 23.5.2); o Compensation for Voluntary Termination by the Authority (Section 23.5.3); and o Compensation for Voluntary Termination for Breach of the Refinancing Provisions (Section 23.6.2). Section 24 relates to how to deal with calculation and payment of early termination payments. Section 25 deals with the treatment of assets on termination and expiry.</p>
Unsolicited Proposals	

34. Are unsolicited proposals in United Kingdom: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)	No
Explicitly allowed by the legal framework?	No
Not regulated by the legal framework, but do happen in practice?	No
Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)	Yes
If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions	n/a
35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)	n/a

If yes, please specify and provide the relevant legal/regulatory provisions (if any)	n/a
35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
36. Which of the following options best describe how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.	n/a
If yes, please specify and provide the	n/a

relevant legal/regulatory provisions (if any):	
The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The procuring authority does not evaluate unsolicited proposals against existing government priorities.	n/a
Please elaborate and provide examples:	n/a
37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	n/a
If yes, please provide the	n/a

relevant legal/regulatory provisions (if any):	
38. 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
39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.	n/a
39.2 Developer's fee (reimbursing the original proponent for the project development cost).	n/a

39.3 Bid Bonus.	n/a
39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).	n/a
39.5 Other.	n/a
Please specify:	n/a
Please provide the relevant legal/regulatory provisions (if any):	n/a