

BENCHMARKING INFRASTRUCTURE 2023 IN SINGAPORE

SURVEY QUESTION	ANALYSIS
Regulatory and Institutional Framework for PPPs	
1. 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 no PPP Law in Singapore currently, however guidelines for PPPs have been written by the Ministry of Finance, which are called the Public Private Partnership Handbook, version dated of 2 march 2012, hereinafter the “PPP Handbook”. The PPP Handbook does not have the force of law; it sets out guidelines relating to the structuring of public-private partnerships, the PPP procurement process and the management of a PPP. As a consequence, PPP contracts could deviate from those guidelines. Considering our study’s scope - PPPs - the analysis will be based in priority on those guidelines - and will consider them as ‘regulations’ pursuant to our methodology.</p> <p>Additionally, public procurement rules apply to PPPs. They may be found in the following: (i) the Government Procurement Act (chapter 120) (original enactment: act 14 of 1997), revised edition 1998 (30th may 1998) : hereinafter the “GPA” ; (ii) the Government Procurement (challenge proceedings) Regulations RG 1 G.N. no. s 215/2002, revised edition 2004 (29th February 2004) : hereinafter the “GPR 2002”; (iii) the Government Procurement (application) Order 1 G.N. no. s 217/2002 revised edition 2018 (4 April 2018) : hereinafter the “GPO”; and (iv) the Government Procurement Regulations no. S 269/2014 (4th April 2014): hereinafter the “GPR 2014”.</p> <p>The regulations listed above shall serve as the main regulatory framework of the analysis that follows.</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>PPP Handbook: http://www.mof.gov.sg/Portals/0/Policies/ProcurementProcess/PPPHandbook2012.pdf</p> <p>(i) GPA: http://statutes.agc.gov.sg/aol/search/display/view.w3p;ident=8533927c-2d68-4889-9d70-0f45c9eab4d7;query=Id%3A%22ca7d2539-a353-4a56-ba47-a45abe25f7d8%22%20Status%3Ainforce;rec=0#legis</p> <p>(ii) GPR 2002: http://statutes.agc.gov.sg/aol/search/display/view.w3p;ident=903dc793-5a93-4c52-b9b4-12e405bc0ff9;page=0;query=DocId%3A7afbabad-6e99-41d1-8f87-b2d622905db0%20Depth%3A0%20Status%3Ainforce;rec=0</p> <p>(iii) GPO: http://statutes.agc.gov.sg/aol/search/display/view.w3p;page=0;query=Compld%3A5ced1b25-38e6-4e1e-969a-0b09faa4d63b%20ValidTime%3A20130706000000%20TransactionTime%3A20130706000000;rec=0</p> <p>(iv) GPR 2014: http://statutes.agc.gov.sg/aol/search/display/view.w3p;page=0;query=Compld%3A7e22d64c-d230-496d-82c0-090e785680fc;rec=0#legis</p>
1.1. If yes, for which of the following sectors is the	Yes

above-mentioned regulatory framework applicable? Transportation	
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Section 1.5.1 of the PPP Manual, PPP is an alternative method to the way the government delivers public services. There are no explicit restrictions in the PPP Manual or the general procurement framework that would address sectors for which PPPs are not applicable.</p> <p>1.5.1 PPP is an alternative method to the way the government delivers public services. By tapping more on private sector innovation, resources and capability, PPPs can, when structured properly, give rise to better and mutually beneficial outcomes for the public, the public sector and the private sector in a long term partnership. Some of these outcomes include optimal life cycle costing, sharing of risks, maximising asset utilisation and greater business opportunities for the private sector.</p>
1.1. Water Supply, Sewerage, Solid Waste Management and irrigation.	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Section 1.5.1 of the PPP Manual, PPP is an alternative method to the way the government delivers public services. There are no explicit restrictions in the PPP Manual or the general procurement framework that would address sectors for which PPPs are not applicable.</p> <p>1.5.1 PPP is an alternative method to the way the government delivers public services. By tapping more on private sector innovation, resources and capability, PPPs can, when structured properly, give rise to better and mutually beneficial outcomes for the public, the public sector and the private sector in a long term partnership. Some of these outcomes include optimal life cycle costing, sharing of risks, maximising asset utilisation and greater business opportunities for the private sector.</p>
1.1. Energy generation/transmission and distribution.	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Section 1.5.1 of the PPP Manual, PPP is an alternative method to the way the government delivers public services. There are no explicit restrictions in the PPP Manual or the general procurement framework that would address sectors for which PPPs are not applicable.</p> <p>1.5.1 PPP is an alternative method to the way the government delivers public services. By tapping more on private sector innovation, resources and capability, PPPs can, when structured properly, give rise to better and mutually beneficial outcomes for the public, the public sector and the private sector in a long term partnership. Some of these outcomes include optimal life cycle costing, sharing of risks, maximising asset utilisation and greater business opportunities for the private sector.</p>
1.1. ICT	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Section 1.5.1 of the PPP Manual, PPP is an alternative method to the way the government delivers public services. There are no explicit restrictions in the PPP Manual or the general procurement framework that</p>

	<p>would address sectors for which PPPs are not applicable.</p> <p>1.5.1 PPP is an alternative method to the way the government delivers public services. By tapping more on private sector innovation, resources and capability, PPPs can, when structured properly, give rise to better and mutually beneficial outcomes for the public, the public sector and the private sector in a long term partnership. Some of these outcomes include optimal life cycle costing, sharing of risks, maximising asset utilisation and greater business opportunities for the private sector.</p>
1.1. Social Infrastructure	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Section 1.5.1 of the PPP Manual, PPP is an alternative method to the way the government delivers public services. There are no explicit restrictions in the PPP Manual or the general procurement framework that would address sectors for which PPPs are not applicable.</p> <p>1.5.1 PPP is an alternative method to the way the government delivers public services. By tapping more on private sector innovation, resources and capability, PPPs can, when structured properly, give rise to better and mutually beneficial outcomes for the public, the public sector and the private sector in a long term partnership. Some of these outcomes include optimal life cycle costing, sharing of risks, maximising asset utilisation and greater business opportunities for the private sector.</p>
1.1. Other	No
If yes, specify and provide the relevant legal/regulatory provisions:	n/a
2.1. Besides national defense and other matters of national security, does the regulatory framework explicitly prohibits or restricts PPPs in any of the following sectors? Transportation	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
2.2. Water Supply, Sewerage, Solid Waste Management and irrigation	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
2.3. Energy generation, transmission and distribution	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
2.4. ICT	No

If yes, please provide the relevant legal/regulatory provisions:	n/a
2.5. Social infrastructure, including hospitals, education, prisons, housing, etc.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
2.6. Other.	No
If yes, specify and provide the relevant legal/regulatory provisions:	n/a
3. Please identify the PPP procuring authorities in Singapore and provide their website(s) (if available):	<p>Pursuant to the GPA, Section 2, which contains the definitions of various terms in the Act, “contracting authority” means a ministry or department of the Government, an organ of State or a statutory board declared, by order made under section 4(1), as a contracting authority for the purposes of this Act; Additionally, the GPO under Section 3 defines contracting authorities as: Contracting authorities 3. The bodies set out in the Second Schedule shall be contracting authorities for the purposes of the Act. The Second Schedule to the GPO contains a comprehensive list of procuring authorities, including various ministries, offices, commissions and other types of public bodies. Considering the case study, the most likely procuring authority would be the Ministry of Transport, whose website is available at https://www.mot.gov.sg/</p>
4. Is there a specialized government entity(ies) that facilitates the PPP program (PPP Unit)?	Yes
If yes, please indicate its name(s), and its website(s) (if available):	The Ministry of Finance had established the Centre for Public Project Management (“CP2M”) within the Ministry of Finance. There is no website for the CP2M. A description of the role and function of the CP2M may be found at the website of the Ministry of Finance: http://www.mof.gov.sg/About-Us/Organisational-Structure/Statutory-Boards-Bodies-and-Departments .
the year of establishment:	2010
and the relevant legal/regulatory basis:	<p>CP2M is mentioned in the PPP Handbook in multiple instances, most notably under Section 1.4.2 as part of the Ministry of Finance, with its functions listed there.</p> <p>1.4.2 In general, the roles and responsibilities of the various parties collaborating in a PPP project are as follows:</p> <p>e) Ministry of Finance – PPP Policy Owners. The role of MOF is in the formulation of PPP policies and guidelines, taking into due account the feedback from private sector players and public agencies, as well as the</p>

	PPP experience of overseas governments. At the same time, MOF is raising awareness amongst public agencies to level up knowledge of PPP and build capability within the public sector. MOF also engages agencies early and works closely with them on specific projects. In particular, the Centre for PublicProject Management (CP2M), set up in 2010, will also build up PPP expertise in order to assist agencies in the design and management of PPP contracts. MOF desk officers will continue to be responsible for evaluating the DPC proposals.
4. If yes, what are the main responsibilities of the agency(ies) (check all that apply): PPP regulation and policy guidance.	No
4. PPP capacity building for other public authorities.	Yes
4. PPP promotion among the public and/or private sectors in national and international forums.	Yes
4. Technical support in implementing PPP projects.	Yes
4. Identification and selection of PPP projects from the pipeline.	No
4. Revision of fiscal risks borne by the Government.	No
4. Consultation with affected communities on potential impact of PPP projects.	No
4. Approval of PPP projects.	No
4. Undertaking the procurement of PPPs.	No
4. Oversight of PPP implementation.	No
4. Post-project appraisal and audit.	No
4. Other:	No
Please specify:	n/a
Please provide the relevant legal/regulatory provisions:	The key roles of the CP2M, as detailed on the website of the Ministry of Finance, are to: (a) work with government agencies to scope their development proposals upfront and provide advice on maximising value and enhancing project performance; (b) manage the Gateway process, evaluate and monitor the government-wide pipeline of projects to maximise value at the Whole-of-Government level; and (c) codify best practices and learning points, establish standards, cost and space norms of development projects for dissemination to government agencies.
4.1. Additionally, is there a central project development	No

fund (support mechanism) for project preparation?	
If yes, please indicate its name, and its website (if available):	n/a
the year of establishment:	n/a
and the relevant legal/regulatory basis:	n/a
5. Please provide any additional information or comments on the answers to the question(s) above and indicate which one(s) you are referring to:	Comments
Preparation of PPPs	
6. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Section 3.2.2(b) of the PPP Handbook, provides that Government Procuring Entities (hereinafter “GPEs”) should follow the MOF gateway process, where projects above \$500 million or those that are more complex in nature are subject to staged approvals for concept, design and implementation.
6.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Section 3.2.2(b) of the PPP Handbook, provides that Government Procuring Entities (“GPEs”) should follow the MOF gateway process, where projects above \$500 million or those that are more complex in nature are subject to staged approvals for concept, design and implementation.
6.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects (e.g., including the estimated total cost of the PPP project over the life of the project in the budget cycle).	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
6.2. Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs (e.g., disclosing information about the public	No

sector commitments on the PPP project).	
If yes, please provide the relevant legal/regulatory provisions:	n/a
6.2. Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs (e.g., the public sector commitments to the PPP project are recorded in the national accounts).	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
6.3. If yes, please indicate which of the following alternatives best describes the regulation: International Public Sector Accounting Standards (IPSAS).	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
6.3. Other international standard (e.g. European System of Accounts).	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
6.3. Other	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
6.4. Does the Ministry of Finance (or government more broadly) disclose PPP liabilities (explicit and implicit, direct and contingent) on an online platform/database?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
and specify the website:	n/a
7. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, do(es) any other authority(ies) approve the PPP project before launching the procurement process (e.g.	No

Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?	
If yes, please specify the relevant authority:	n/a
and provide the relevant legal/regulatory provisions:	n/a
7.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(ies) approve the PPP project before signing the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
8. Please select the option that best describes the way your government ensures that PPP projects are consistent with other government public priorities (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.	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
8. 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:	n/a

8. The procuring authority does not evaluate PPPs against existing government priorities.	Yes
If yes, please elaborate and provide examples:	There is no express provision in the PPP Handbook dealing with the need for PPPs to be consistent with other national investment priorities. Nonetheless, the prioritization of PPP projects by the Singapore government is done in connection with other public investment project prioritization.
9. 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): 9.1. Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)	No
Relevant legal/regulatory provision	n/a
Is there a specific methodology?	No
If yes, please elaborate	n/a
9.2. Fiscal Affordability assessment, including the identification of the required long-term public commitments (explicit and implicit, direct and contingent liabilities)	Yes
Relevant legal/regulatory provision	Section 2.2.11 of the PPP Handbook provides that the project manager should ensure that the project is affordable to the public sector agency and delivers value for money.
Is there a specific methodology?	No
If yes, please elaborate	n/a
9.3. Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision	The PPP Handbook encourages, under Section 2.1.14, a risk assessment by stating that an optimal risk allocation based on risk identification is one of the key factors for a PPP's success. 2.1.14 Key to ensuring value for money benefits in DBFO projects is an optimal sharing of responsibilities and risks between the public and private sectors. This does not mean all responsibilities and risks should be transferred to the private sector. Indeed, if the private sector is asked to be responsible for activities and risks that it has no control over, it would increase the contract costs to Government, resulting in poorer value for value for both the Government and the private sector.

	<p>Pursuant to Section 2.1.16, the guiding principle adopted in identifying and allocating risks is that the party best able to manage a risk should be responsible for that risk and receive the rewards or losses associated with it. The allocation of responsibilities and risks in PPP projects vary depending on the nature and objectives of the project.</p> <p>Section 2.3.7 mentions that although PPP projects can be beneficial to Government and the private sector, there are some pitfalls or problems that can affect the success of PPP projects. Such problems can be mitigated if appropriate measures are put in place to address these issues upfront. This is referring to risk assessment and mitigation methods performed before a PPP is implemented.</p> <p>Finally Section 1.3.2 of the PPP Handbook speaks of optimal risk allocation:</p> <p>c) Optimal Sharing of Risks. In a PPP project, Government and the private sector share the risks of delivering a service. The risks may be allocated according to each party's expertise in managing and mitigating the risks in the service delivery process. Typical risks that are allocated to the private sector include design, construction and financing risks. On the other hand, the public sector may take on political and regulatory risks, while other risks such as demand / revenue risks will be assigned to whichever party is best able to bear it. By transferring the financial risks to the private sector, there will also be greater certainty over Government's future cash flows.</p>
Is there a specific methodology?	No
If yes, please elaborate	n/a
9.4. 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)	Yes
Relevant legal/regulatory provision	<p>Pursuant to section 2.3.2 of the PPP Handbook, Public agencies will adopt a Best Sourcing approach in deciding whether to use PPP. This means that agencies will compare the PPP approach (e.g. Private sector to design-build-finance-operate) with the conventional government procurement model (e.g. private sector build and government operate). The public agencies will then select the best approach to deliver the services (either through PPP or through conventional procurement). PPP will only be used if it can deliver better value for money than conventional procurement for that project.</p>
Is there a specific methodology?	No
If yes, please elaborate	n/a
9.5. Financial viability or bankability assessment	No
Relevant legal/regulatory provision	n/a
Is there a specific methodology?	No

If yes, please elaborate	n/a
9.6. Procurement Strategy (i.e., quick assessment to plan and better strategize the tendering process in advance so it is fit for purpose)	No
Relevant legal/regulatory provision	n/a
Is there a specific methodology?	No
If yes, please elaborate	n/a
9.7. Market sounding/ assessment. 9.7.1. Including the potential interest from contractors and capacity in the market for the contract	Yes
Relevant legal/regulatory provision	Pursuant to section 3.2.2 of the PPP Handbook, under the process, government procuring entities (GPEs) should: a) sound out the market on their proposed PPP approach, so as to gather as early as possible (3-6 months before the issue of the PPP tender), feedback from the private sector.
Is there a specific methodology?	Yes
If yes, please elaborate	<p>Section 3.2.2 of the PPP Handbook provides that GPEs should sound out the market on their proposed PPP approach, so as to gather as early as possible (3-6 months before the issue of the PPP tender), feedback from the private sector.</p> <p>'Section 3.2.4 of the PPP Handbook explains the main objectives of market sounding.</p> <p>Section 3.2.5 gives a few rules (fairness and transparency), advises to plan a pre-procurement briefing on the PPP project 3 to 6 months before issuing the PPP tender and gives a list of subjects to discuss with the interested bidders.</p> <p>Section 3.2.6 indicates that GPE can then use this market sounding phase to assess a) the potential level of bidding interest; and b) the valid concerns which the industry may have on the draft PPP structure.</p> <p>According to Section 3.2.7, if responses from the market during this market sounding phase indicate that the proposed PPP project is unfeasible or that there is not likely to be much competition during the bidding process, the GPE should review the proposed approach and structure of the PPP contract.</p>
9.7.2. Specifically designed to identify the solutions and technology available as well as the opportunities for innovation	No
Relevant legal/regulatory provision	n/a
Is there a specific methodology?	No

If yes, please elaborate	n/a
9.8. Environmental impact assessment	No
Relevant legal/regulatory provision	n/a
Is there a specific methodology?	No
If yes, please elaborate	n/a
9.8.1. Consultation process with affected communities explicitly included in the environmental impact assessment	No
Relevant legal/regulatory provision	n/a
Is there a specific methodology?	No
If yes, please elaborate	n/a
9.9. Social impact assessment	No
Relevant legal/regulatory provision	n/a
Is there a specific methodology?	No
If yes, please elaborate	n/a
9.9.1. Consultation process with affected communities explicitly included in the social impact assessment	No
Relevant legal/regulatory provision	n/a
Is there a specific methodology?	No
If yes, please elaborate	n/a
10. Does the procuring authority include the assessments in the request for proposals and/or tender documents?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
10. If yes, specify which of the assessments are included in the request for proposals and/or tender documents: and specify which of the assessments are included in the request for proposals and/or tender documents: Socio-economic analysis	No

10. Fiscal Affordability assessment;	No
10. Risk identification and allocation;	No
10. Comparative assessment;	No
10. Financial viability;	No
10. Procurement strategy;	No
10. Market sounding for private sector interest;	No
10. Market sounding for technological solutions;	No
10. Environmental impact assessment;	No
10. Social impact assessment;	No
10. Any other	No
Please specify	n/a
10.1. Are the assessments published online?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
specify the website:	n/a
10.1. If yes, specify which of the assessments are published online: Socio-economic analysis	No
10.1. Fiscal Affordability assessment;	No
10.1. Risk identification and allocation;	No
10.1. Comparative assessment;	No
10.1. Financial viability;	No
10.1. Procurement strategy;	No
10.1. Market sounding for private sector interest;	No
10.1. Market sounding for technological solutions;	No
10.1. Environmental impact assessment;	No
10.1. Social impact assessment;	No
10.1. Any other	No
Please specify	n/a
11. Are tender/bidding documents made available online?	No

If yes, please provide the relevant legal/regulatory provisions:	n/a
please provide the website:	n/a
11.1. Do the tender documents include a draft PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to section 3.2.23 of the PPP Handbook, in addition to the information to be included in the Notice of Proposed Procurement, the notice shall also contain the following information: "the draft PPP contract to be signed by the GPE and the successful PPP provider".
12. Have standardized PPP model contracts and/or transaction documents been developed?	No
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	n/a
and provide the relevant legal/regulatory provisions:	n/a
13. Does the procuring authority/responsible government entity have a role in either providing or facilitating any of the following requirements? 13.1. Obtaining the required environmental permits.	No
If yes, please specify the role of the procuring authority:	n/a
and provide the relevant legal/regulatory provisions:	n/a
13.2. Obtaining the possession of required land.	No
If yes, please specify the role of the procuring authority:	n/a
and provide the relevant legal/regulatory provisions:	n/a
13.3. Obtaining the required right of way.	No
If yes, please specify the role of the procuring authority:	n/a
and provide the relevant legal/regulatory provisions:	n/a
14. Please provide any additional information or comments on the answers to the question(s) above and	Comments

indicate which one(s) you are referring to:	
Procurement/Tendering of PPPs	
15. 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.	Yes
If yes, please specify and provide the relevant legal/regulatory provisions:	Section 3.2.40 (Establish the Evaluation Team) of the PPP Manual provides that the evaluation team should include technical/operational, business, financial and senior management representatives.
15. The bid evaluation committee members require sufficient qualification without specific details.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
15. The bid evaluation committee members are not required to have any specific qualifications.	No
If yes, please elaborate and provide examples:	n/a
16. Does the procuring authority issue an invitation for bids/ tender notice for the PPP project?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions:	Pursuant to section 3.2.22 of the PPP Handbook, a Tender Notice (incorporating Notice of Proposed Procurement and Summary Notice) should be released on GeBiz Portal (https://www.gebiz.gov.sg) to inform and invite the shortlisted suppliers to submit Tender Proposals for the PPP project, in accordance with instructions contained in the Invitation to Tender (ITT). GPEs shall comply with the guidelines contained in the IMs. Additionally, Section 10 (1) of the GPR 2014 indicates that for each procurement, a contracting authority shall publish a notice of intended procurement in an approved medium, except in the circumstances described in Regulation 26.
16.1. If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	Government Electronic Business (GeBiz) portal https://www.gebiz.gov.sg/
17. Are foreign companies subject to any of the following restrictions when	No

<p>participating in the bidding process (check all that apply)? Prohibition to bid in the public tender (including the possibility to discretionary use a procedure that precludes the participation of foreign firms).</p>	
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	n/a
<p>17. Requirement to have an office or a branch in the country before being allowed to bid in the public tender.</p>	No
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	n/a
<p>17. Requirement to form a joint venture with domestic firm(s) to be allowed to bid in the public tender.</p>	No
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	n/a
<p>17. Requirement to have prior experience in the country to bid in the public tender.</p>	No
<p>If yes, please specify and provide the relevant legal/regulatory provisions:</p>	n/a
<p>17. Threshold for public tenders to be open for foreign participation/to be considered international tenders.</p>	No
<p>If yes, please specify and provide the relevant legal/regulatory provisions:</p>	n/a
<p>18. Does the procuring authority grant the potential bidders a minimum period of time to submit their bids?</p>	Yes
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>Section 22 of the GPR establishes rules to determine the time period for submission of request for participation and tender :</p> <ul style="list-style-type: none"> - selective tendering : 25 days - open tendering : 40 days <p>Those times can be reduced in some specific cases.</p> <p>The PPP Manual identifies selective tendering as the preferred method of procurement for PPPs under Section 3.1.11:</p> <p>3.1.11 Third, a selective tendering process can be used to identify the right</p>

	<p>PPP provider. The initial stage involves inviting the private sector to a pre-qualification round. Certain potential providers are then shortlisted and pre-qualified from all who have responded to the pre-qualification stage of the tender. The pre-qualified players are then invited to submit their bids for the PPP tender. The prequalification stage is important – if executed properly, it can help to eliminate unsuitable bidders as early as possible, thus keeping bidding costs as low as possible for both the private and public sector. At the pre-qualification stage, the GPE should release information on the salient features of the PPP procurement (the PPP draft contract can be published only at the Invitation to Tender stage), so that potential bidders can make an informed decision whether to even participate in the pre-qualification stage of the PPP tender in the first instance.</p>
and the time in calendar days:	25
19. What are the procurement procedures available and/or set as default for PPP contracts?	No
19.1. Open competitive tendering/bidding: Available	
Default	No
Relevant legal/regulatory provision	n/a
19.2. Competitive tendering/bidding with pre-qualification stage (Restricted tendering): Available	No
Default	Yes
Relevant legal/regulatory provision	<p>Pursuant to the PPP Handbook (section 3.2), the procurement process is as follows: Invitation for Expressions of Interest; Prequalification of bidders; Request for Proposal from selected bidders; Market Feedback Period; Issue of Final Tender; Closing of Tender; Contract Award / Financial Close.</p> <p>Section 3.1.11 clearly identifies selective tendering (with pre-qualification) as the recommended method for PPP procurement.</p> <p>3.1.11 Third, a selective tendering process can be used to identify the right PPP provider. The initial stage involves inviting the private sector to a pre-qualification round. Certain potential providers are then shortlisted and pre-qualified from all who have responded to the pre-qualification stage of the tender. The pre-qualified players are then invited to submit their bids for the PPP tender. The prequalification stage is important – if executed properly, it can help to eliminate unsuitable bidders as early as possible, thus keeping bidding costs as low as possible for both the private and public sector. At the pre-qualification stage, the GPE should release information on the salient features of the PPP procurement (the PPP draft contract can be published only at the Invitation to Tender stage), so that potential bidders can make an informed decision whether to even participate in the pre-qualification stage of the PPP tender in the first instance.</p>
19.3. Multi-stage tendering/bidding (with	No

shortlisting of final candidate(s): Available	
Default	No
Relevant legal/regulatory provision	n/a
19.4. Competitive dialogue: Available	No
Default	No
Relevant legal/regulatory provision	n/a
19.5. Best and Final Offer (BAFO): Available	No
Default	No
Relevant legal/regulatory provision	n/a
19.6. Direct negotiation: Available	No
Default	No
Relevant legal/regulatory provision	n/a
19.7. Other. Please, specify: Available	No
Default	No
Relevant legal/regulatory provision	n/a
19.8. If direct negotiation is either an available or default option, does the regulatory framework restrict this procedure to certain exceptional conditions and circumstances (including cases of single source providers or applicable to a certain threshold)?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
20. Do the tender documents detail the procedure of the procurement process, providing the same information to all the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Pursuant to Section 3.2.23 of the PPP Handbook, in addition to the information to be included in the Notice of Proposed Procurement, the notice shall also contain the following information: c) the timetable and the process for clarifying the set of terms and conditions of the PPP contract and for the submission of bids.

21. Do the tender documents unambiguously specify the qualification requirements (or the prequalification requirements when applicable) making them available to all potential bidders as part of the tender notice/ invitation for bids?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>Section 3.2.12 of the PPP Handbook provides that the “Invite Expressions of Interest” Notice should include information on the factors that will be used to evaluate whether to pre-qualify a tenderer and the relative weighting of each factor (e.g. financial health, technical capability, track record, etc.).</p>
21.1. Are there any parameters/limits to the qualification requirements to ensure that they do not unduly restrict competition of qualified bidders?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Section 14 of the GPR, there are limitations to how the qualification procedure may be used: it cannot serve the purpose or effect of creating unnecessary obstacles to the participation of bidders.</p> <p>Registration system and qualification procedure</p> <p>14.—(1) A contracting authority may maintain a supplier registration system requiring interested suppliers to register and provide certain information.</p> <p>(2) A contracting authority shall not adopt or apply any registration system or qualification procedure with the purpose or the effect of creating unnecessary obstacles to the participation of suppliers in its procurement.</p>
22. Can potential bidders/tenderers submit questions to clarify the public procurement notice and/or the bidding/tender documents?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>According to section 3.2.31 of the PPP Handbook, the first type of information exchange refers to pre-qualified bidders seeking clarification. Clarifications refer to queries raised by the bidders for which the bidders will want an answer from the GPEs. These queries can be on the PPP contract, the tender specifications, or any other aspect of the PPP project. Such clarification is to be submitted in writing to the GPE (Government Procuring Entity). Details are provided in section 3.2.32</p> <p>Additionally, Regulation 19(5)(c) of the GPR indicates that the procuring authority is required to reply to any reasonable request for relevant information by any interested or participating supplier, provided that such information does not give that supplier an advantage over other suppliers.</p>
22.1. If yes, can the bidders also suggest innovations to improve the tender documents or procurement	<p>Yes</p>

<p>approach, including for example the provision of value engineering and/or technologically neutral options?</p>	
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>The PPP Handbook, under sections 3.2.33 and 3.2.34, provides for an exchange of information initiated by bidders whereas they provide suggestions or alternative proposals as to how the GPE's needs may be met.</p> <p>3.2.33 The second type of information exchange refers to suggestions. By suggestions, these refer to any ideas or proposals which the pre-qualified bidders may have, and which it wishes to make known to the GPE. For instance, the suggestion can relate to the PPP contract, the tender specification or any other aspect of the PPP project. Suggestions should be sent in sealed envelope to the GPEs, and be marked confidential by the bidders. Upon receiving the suggestions, the GPE will ensure that it will not disclose the suggestion. Nonetheless, the GPE is not required to reply to the suggestion. Nor is it obliged to accept the suggestion. In the event that the GPE does accept the suggestion, it will amend the PPP tender documents (such as the tender specifications or the PPP contract) accordingly.</p> <p>3.2.34 The third type of information exchange refers to alternative proposals on how the GPE's needs can be met. Such information is of commercial interest to the bidders. Bidders may wish to submit such alternative proposals to the prescribed tender specifications instead as part of their official response to the PPP tender, as a variant bid. GPEs must make clear to the pre-qualified bidders that alternative proposals submitted as variant bid can only be considered provided that the GPEs also submit their base bid in accordance with the specifications of the PPP tender.</p>
<p>and elaborate on the kind of innovations that are allowed:</p>	<p>The PPP Manual provides for an exchange of information initiated by bidders whereas they provide suggestions or alternative proposals as to how the GPE's needs may be met.</p>
<p>22.2. If yes, is there a timeframe for the procuring authority to address questions and clarifications by bidders?</p>	<p>No</p>
<p>If yes, please indicate the timeframe:</p>	<p>n/a</p>
<p>and provide the relevant legal/regulatory provisions:</p>	<p>n/a</p>
<p>22.3. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>Section 3.2.32 of the PPP Handbook requires the GPE (Government Procuring Entity) to release to all the bidders its written replies in respect of all clarification queries: " The GPE should allow at least 1 round of written</p>

	<p>clarification during this period before the tender closes. It should state the deadlines for each of these rounds of feedback. Pre-qualified bidders should submit their written queries by these deadlines. The GPE will release to all the bidders its written replies to all the clarification. The reason for publishing the replies for the information of all pre-qualified bidders, irrespective of who has raised the clarification, is to ensure that all pre-qualified bidders have the same and common level of understanding on the PPP project. The GPE should carefully prepare a written reply to all these queries within the specified time frame and disseminate the full and same list of queries and answers openly. All correspondences arising from the feedback process must be documented and kept properly within the GPE”</p>
<p>22.4. If yes, does the procuring authority extend the proposal submission deadline due to the modifications introduced in the bidding/tender documents?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>Pursuant to Sections 3.2.36 and 3.2.37 of the PPP Handbook, whenever the GPE issues a corrigendum to amend the invitation to tender (ITT), it should consider extending the original closing date.</p> <p>3.2.36 Where necessary, the GPE may issue a corrigendum to amend its ITT accordingly at the end of the cycle of market feedback rounds.</p> <p>3.2.37 GPEs should consider extending the original closing date if bidders in general have difficulties complying with the stipulated period. Extension, if any must be announced through a corrigendum one month before the original closing date. This is to give all prospective bidders adequate notice of such extension.</p>
<p>23. Besides questions and clarifications, can the procuring authority conduct a pre-bid conference?</p>	<p>Yes</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions:</p>	<p>Section 3.2.12 (d) of the PPP Handbook provides that GPEs may hold a pre-qualification briefing with bidders to clarify matters in respect of the qualification document to bidders. Section 3.2.35 of the PPP Handbook states that GPEs may hold a tender briefing during the market feedback period (i.e. the period between the issue of the Invitation to Tender (“ITT”) and the closure of the ITT) to explain the ITT and the various information exchanges that may take place during market feedback. The tender briefing is open to all pre-qualified bidders including their financiers.</p>
<p>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the response to the queries raised by the bidders in the pre-bid conference to all bidders?</p>	<p>Yes</p>

If yes, please provide the relevant legal/regulatory provisions:	<p>Section 3.2.35 of the PPP Handbook: GPEs may hold a tender briefing during the period to explain the ITT and the various information exchanges that may take place during the market feedback. The tender briefing should be open to all pre-qualified bidders including their financiers.</p>
24. Does the procuring authority require the bidders to prepare and submit a financial model with their proposals/ bids?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>A financial model is required by Section 2.2.16 of the PPP Handbook:</p> <p>2.2.16 In general, financial experts on the project teams should be able to:</p> <ul style="list-style-type: none"> a) Build up a robust business case for the PPP project; b) Identify the responsibilities and risks borne by the public sector and the private sector and the financial implications of such responsibilities; c) Structure payment mechanisms that offer the optimum balance of responsibilities, risks and rewards for the public agency and PPP provider; d) Prepare/Review tender proposals. The private sector will have to prepare and submit tender proposals detailing the business model and the financial costs to the public agency. The public agency's team will assess the accuracy of the financial models and the implications on the cost for the public agency; and e) Identify the financial implications of the contract clauses in the PPP contract, e.g. implications of step-in rights and termination clauses.
If no, please elaborate:	<p>n/a</p>
25. Does the procuring authority evaluate the bids/tenders strictly and solely in accordance with the evaluation criteria stated in the bidding/tender documents?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Section 3.2.13 of the PPP Handbook, the suppliers who responded to the invite expression of interest should be evaluated against the criteria set out in the invite expression of interest. Restrictions on non-adherence to these criteria are provided in Section 3.2.14.</p> <p>3.2.13 The suppliers who responded to the Invite EOI and have provided the required information should be evaluated against the evaluation criteria set out in the Invite EOI.</p> <p>3.2.14 The GPE must not change the evaluation criteria or waive any mandatory and essential requirements or contractual terms after the closing of the Invite EOI. Any applications received after the closing date must be rejected.</p> <p>Additionally, Regulation 29 (3) of the GPR provides that a contracting authority</p>

	<p>shall award the contract to the supplier which has been determined by the contracting authority to be capable of complying with the terms and conditions of the contract and which, based on the evaluation criteria set out in the notice of intended procurement and the tender documentation, has submitted:</p> <p>(a) where price is the sole criterion, the lowest price; or (b) where price is not the sole criterion, the most advantageous tender.</p>
25.1. Can criteria other than price (non-price attributes) be used when evaluating the tenders/bids of a PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Section 19 Tender documentation of the GPR, non-price criteria may be used for tender evaluation:</p> <p>(4) The evaluation criteria set out in the notice of intended procurement or tender documentation may include, price and other cost factors, quality, technical merit, environmental characteristics and terms of delivery.</p>
25.2. If criteria other than price are used, do they have to be justified, objective and quantifiable?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
25.3. When price is used as one of the evaluation criteria, does the procuring authority provide a cost estimate?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
26. In the case where only one proposal is submitted, 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.	No
Please specify and provide the relevant legal/regulatory provisions:	n/a
26. The procuring authority considers sole proposal valid as long as it meets the conditions outlined in the tender documents.	Yes

<p>Please provide the relevant legal/regulatory provisions:</p>	<p>The PPP Handbook addresses situations when none of the bidders meets the criteria for prequalification. The best case scenario is to end up with one or two qualified bidders. But there are no provisions for when only one proposal is submitted. Re-rendering is possible when no bids meet the criteria:</p> <p>3.2.41 In evaluating basic compliance, the GPE may be left with a limited number of complying tenders, i.e. two or fewer complying tenders. The GPE will need to make a decision whether it wishes to continue with the evaluation process or re-tender.</p> <p>3.2.42 If the GPE wishes to recommence the tender process, the relevant Tender Approving Authority's approval has to be obtained. Generally, if none of the tenders can comply with the requirements of the ITT, the GPE should cancel the tender process and re-tender with revised specifications, terms and conditions, where applicable. However, such situations with its commensurate abortive bidding costs incurred by the bidders and the GPE can be avoided if the GPE has in the first instance conducted its due diligence, such as in structuring a robust PPP contract, conducting market testing before issuing the prequalification tender and allowing market feedback sessions by potential bidders during the PPP tender process.</p>
<p>26. 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:</p>	<p>n/a</p>
<p>26. The regulatory framework does not include any provisions.</p>	<p>No</p>
<p>27. Does the procuring authority publish the contract award notice?</p>	<p>Yes</p>
<p>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions:</p>	<p>Section 30 (1) of the GPR indicates that a contracting authority shall publish a notice in an approved medium no later than 72 days after the date of the award of a procurement contract.</p>
<p>27.1. If yes, is the contract award notice published online?</p>	<p>Yes</p>
<p>If yes, please specify the website:</p>	<p>https://www.gebiz.gov.sg/</p>
<p>28. Does the procuring authority notify all the bidders individually about the result of the PPP tendering/bidding process?</p>	<p>Yes</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>According to section 31 of the GPR, (1) Subject to regulations 33 and 34, a contracting authority shall, as soon as possible after the award of a contract in respect of a procurement using open tendering or selective tendering, inform all suppliers who had participated in the procedure of its decision on the award. (2) Such information shall, upon request, be given in writing.</p>

28.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid/tender?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>GPR, section 32.-(1) A contracting authority shall, upon request by an applicable supplier, promptly provide any information necessary to determine whether a procurement was conducted fairly, impartially and in accordance with these Regulations, including information on the characteristics and relative advantages of the successful tender.</p>
28.2. If yes, does the procuring authority provide bidders/tenderers with the option of holding a debriefing meeting to discuss why their bid/tender was not selected?	<p>No</p>
If yes, please provide the relevant legal/regulatory provision:	<p>n/a</p>
29. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow aggrieved unsuccessful bidders to challenge the award decision?	<p>No</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>n/a</p>
and the time in calendar days:	<p>n/a</p>
29.1. If yes, is the standstill period set out in the notice of intention to award?	<p>No</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>n/a</p>
30. Does the regulatory framework restrict material negotiations (for example price or scope) with the winning bidder between the award and the signature of the PPP contract?	<p>Yes</p>
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Section 3.2.2 (f) of the PPP handbook, government procuring entities should avoid negotiation with bidders once the tender is closed.</p>
31. Does the regulatory framework allow for complaint review	<p>Yes</p>

mechanisms pertaining to the PPP bidding/tendering process?	
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	Part III Challenge Proceedings of the GPA regulates the complaints review system regarding the procurement process.
31.1. If yes, is there a timeframe in which decisions on complaints are issued?	Yes
If yes, please elaborate the timeframe:	45
and provide the relevant legal/ regulatory provisions:	<p>Pursuant to Sections 12 and 18 of the GPA, the timeframe for procurement challenges amount's 15 days to file the complaint since the day of the basis of the complaint and 45 days for the Tribunal to deliver its decision.</p> <p>12.—(1) A supplier who wishes to bring a challenge before the Tribunal (referred to in this Act as the applicant) shall, within 15 days from the date the facts constituting the basis of the challenge first took place —</p> <p>(a) lodge with the Registrar a notice of challenge (referred to in this Act as the Notice of Challenge);</p> <p>(b) pay the Registrar such fee as may be prescribed for bringing a challenge before the Tribunal; and</p> <p>(c) serve a copy of the Notice of Challenge on the contracting authority undertaking or who has undertaken the procurement which is the subject of the challenge.</p> <p>18.—(1) The Tribunal shall issue its determination on a challenge within 45 days from the date of lodgment of the Notice of Challenge by the applicant unless there are exceptional circumstances justifying an extension of time.</p>
31.2. If yes, are decisions subject to appeal?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
31.3. If yes, is the original complaint and/or the appeal reviewed resolved by an independent administrative authority (other than the procuring authority or the courts)?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Pursuant to Section 8 of the GPA, the Minister shall appoint a Commissioner and/or Deputy Commissioners to constitute the Government Procurement Adjudication Tribunal for procurement challenges.</p> <p>8.—(1) For the purposes of hearing and determining challenges referred to in section 7(3), there shall be established a Tribunal to be called the Government Procurement Adjudication Tribunal consisting of the Commissioner or a Deputy Commissioner.</p>

	(2) The Minister shall appoint a Commissioner and such number of Deputy Commissioners as he thinks fit.
and identify the approving authority:	The Government Procurement Adjudication Tribunal
32. Does the procuring authority publish the PPP contract? (notwithstanding the protection of commercially sensitive information)	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
32. If yes, which of the following elements does the publication include? 32.1. A summary of the PPP contract: Available (e.g. by request or in the official gazette)	No
Available online	No
Website	n/a
Relevant legal/regulatory provision	n/a
32.2. The full PPP contract: Available (e.g. by request or in the official gazette)	No
Available online	No
Website	n/a
Relevant legal/regulatory provision	n/a
32.3. All of the contract's annexes and appendixes: Available (e.g. by request or in the official gazette)	No
Available online	No
Website	n/a
Relevant legal/regulatory provision	n/a
32.4. Any subsequent amendment made to the PPP contract: Available (e.g. by request or in the official gazette)	No
Available online	No
Website	n/a
Relevant legal/regulatory provision	n/a
33. Please provide any additional information or comments on the answers to	Comments

the question(s) above and indicate which one(s) you are referring to:	
Contract Management	
34. Does the procuring authority or contract management authority establish a system to manage the PPP contract (i.e., attributing responsibilities or establishing specific management tools)?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Part 4 of the PPP Handbook is related to managing a PPP relationship: the purpose of this section is to provide general guidance for the government procuring entity's management of a PPP contract with the PPP provider throughout the life of the PPP project. Section 4.1.4 states that there are 3 key aspects of managing a PPP provider: a. contract management; b. performance monitoring; and c. relationship management.
34.1. 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	Section 4.1.15 of PPP Handbook - "A contract manager (or contract management team) should be designated early and be involved in the process for selecting the PPP provider in the first instance."
34.1. Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa	Yes
Relevant legal/regulatory provisions	Section 4.1.15 of PPP Handbook - "A contract manager (or contract management team) should be designated early and be involved in the process for selecting the PPP provider in the first instance."
34.1. Elaboration of a PPP contract management manual or an equivalent document	No
Relevant legal/regulatory provisions	n/a
34.1. Establishment of personnel training programs (i.e., initial training and continued training throughout the course of the project)	No
Relevant legal/regulatory provisions	n/a
34.1. Establishment of a risk mitigation mechanism which	Yes

<p>considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)</p>	
<p>Relevant legal/regulatory provisions</p>	<p>The PPP Handbook does not expressly establish a risk mitigation mechanism, but recommends that the procuring authority implement business continuity plans and contingency plans to manage risk (Section 4.2.8) and avoid action that could result in the project risk being assumed or transferred back to the Government (Section 4.1.24).</p>
<p>34.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please select only one) - The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications.</p>	<p>Yes</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions:</p>	<p>PPP Handbook, Section 4.1.15: The contract management team must understand the business fully and know the contract documentation thoroughly. This is essential if they are to understand the implications of problems (or opportunities) over the life of the contract. PPP Handbook, Section 4.1.17: The GPE’s contract management team should reflect the various skills and knowledge required to effectively discharge contract management responsibilities over the life of the project. Generally, the contract management team should consist of members with competencies to manage the following areas: a) design and construction; b) facilities and services management; c) information (especially for IT projects); d) statutory safety and regulatory responsibilities; e) contractual law; and f) finance.</p>
<p>34.2. The PPP contract management team members are required to meet sufficient qualifications without specific details.</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>n/a</p>
<p>34.2. The PPP contract management team members are not required to meet any specific qualifications.</p>	<p>No</p>
<p>If yes, please elaborate and provide examples:</p>	<p>n/a</p>
<p>35. Does the procuring or contract management authority establish a monitoring and evaluation system of the construction of</p>	<p>Yes</p>

<p>the PPP project (i.e., system for tracking progress of construction, monitoring and evaluation of performance, etc.)?</p>	
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>The monitoring functions during the construction phase are delineated in detail under Section 4.2.4 of the PPP Handbook:</p> <p>4.2.4 During this phase, the GPE’s primary focus should be to monitor the PPP provider’s progress towards meeting the service commencement date. The contract manager should do no more than monitor the PPP provider’s implementation procedures to ensure that it would be able to deliver the services on time. This may involve inspecting and commenting on plans, having access to the site, confirming compliance with procedures and agreeing with the PPP provider that it is able to commence service delivery as per the stipulated schedule. However, there must be a clear limit to the extent of the GPE’s responsibilities as involvement to a greater extent than is appropriate for monitoring purposes may lead to the GPE taking back the risks (such as construction risks) which it has paid already to the PPP provider to bear under the PPP unitary payment mechanism.</p>
<p>35.1. If yes, is the PPP contract construction performance information made available to the public (e.g. by request or published in the official gazette/bulletin board)?</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>n/a</p>
<p>35.2. If yes, is the PPP contract construction performance information made publicly available online?</p>	<p>No</p>
<p>If yes, please specify the website:</p>	<p>n/a</p>
<p>36. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?</p>	<p>Yes</p>

<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>Pursuant to Section 4.1.6 of the PPP Handbook, performance monitoring are specific activities within the management of the PPP provider. It includes the day-to-day monitoring of performance, assessing whether the contracted services are delivered to the contracted standards, and evaluating the remedial actions taken by the PPP provider when the performance standards are not met.</p> <p>Details of Effective Monitoring and Management of the PPP Provider's Performance are provided in sections 4.1.21 to 4.1.24, while section 4.2 provides specifics depending on the different phases</p>
<p>36.1. If yes, which of the following tools does it include (check all that apply)? Payments are linked to performance</p>	<p>Yes</p>
<p>Relevant legal/regulatory provisions</p>	<p>This is regulated under Sections 2.4.19 and 2.4.20 of the PPP Handbook:</p> <p>2.4.19 In structuring the payment mechanism, the public agency also has to decide whether to use direct or indirect incentives/penalties for each element of the service.</p> <p>Both direct and indirect incentives/penalties can be applied to encourage the provider to improve service delivery or remedy the failure promptly.</p> <p>2.4.20 The direct approach involves immediate increases in payments for good performance or immediate reductions in payment if the provider fails to perform up to standard</p>
<p>36.1. Performance is assessed against output/ Key performance indicators (KPI) set in the tender documents and the PPP contract</p>	<p>Yes</p>
<p>Relevant legal/regulatory provisions</p>	<p>Section 4.2.6 of the PPP Handbook: Managing service delivery means ensuring that the service as contracted is delivered, and to the required performance standards. The PPP contract will have defined the service levels and terms under which a service is provided. Typically, under the PPP contract, the PPP provider will self-monitor its performance and submit monthly performance forms (which must also be issued during the PPP tender and be incorporated as part of the PPP contract) to the GPE.</p>
<p>36.1. The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract</p>	<p>Yes</p>
<p>Relevant legal/regulatory provisions</p>	<p>This is regulated under Sections 2.4.21 and 2.4.22 of the PPP Handbook:</p> <p>2.4.21 On the other hand, the indirect approach involves the award of</p>

	<p>performance points for above-average performance and/or penalty points for sub-standard performance. For penalty points, the number of points imposed varies according to the severity and regularity of the breach. When the private party accumulates a certain level of performance/penalty points, a range of other incentives/penalties can be imposed. For example, for accumulation of performance points for above-average performance, the public agency can reward the provider with financial bonuses. For accumulation of penalty points above a certain level, the public agency can issue formal warnings or impose financial penalties, or in extreme cases, terminate the contract as the provider's breach of the contract.</p> <p>2.4.22 In constructing a points-based performance payment, care needs to be taken that unintended consequences do not arise whereby incentives cancel out the penalties due to sub-optimal performance. In addition, public agencies should also introduce caps for positive incentives (performance payments) to ensure that the provider does not put in too many resources to deliver services beyond the performance quality needed by customers/users.</p>
<p>36.1. The private partner must provide the procuring or contract management authority with periodic operational and financial data</p>	<p>Yes</p>
<p>Relevant legal/regulatory provisions</p>	<p>Pursuant to Section 4.2.6 of the PPP Handbook: Managing service delivery means ensuring that the service as contracted is delivered, and to the required performance standards. The PPP contract will have defined the service levels and terms under which a service is provided. Typically, under the PPP contract, the PPP provider will self-monitor its performance and submit monthly performance forms (which must also be issued during the PPP tender and be incorporated as part of the PPP contract) to the GPE.</p>
<p>36.1. The procuring or contract management authority must periodically gather information on the performance of the PPP contract</p>	<p>Yes</p>
<p>Relevant legal/regulatory provisions</p>	<p>Pursuant to Section 4.1.21 of the PPP Handbook, the GPE should ensure that during the procurement phase, the selected PPP provider has acceptable</p>

	performance monitoring, quality management and management information systems, and cash flows during the construction and operational phases. The GPE should audit these systems with planned and random spot checks to satisfy itself that performance is being measured and reported reliably, accurately and comprehensively.
36.1. The PPP contract performance information must be available to the public (e.g. by request or in the official gazette/bulletin board)	No
Relevant legal/regulatory provisions	n/a
36.1. The PPP contract performance information must be available online.	No
If yes, please specify the website:	n/a
Relevant legal/regulatory provisions	n/a
37. Is there an economic/technical regulator to oversee the implementation of PPP contracts?	No
If yes, please provide its name and website:	n/a
and the relevant legal/regulatory provisions establishing its mandate:	n/a
37.1. If yes, does the economic regulator have (check all that apply): Political autonomy (for example, through independence of its Directors' appointments of the Line Ministry or other similar mechanisms).	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
37.1. Managerial autonomy (freedom to determine the use of its budget and organization of resources)	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
37.1. Tariff setting authority.	No

If yes, please provide the relevant legal/regulatory provisions:	n/a
37.1. Dispute resolution authority.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
38. Are foreign companies restricted from repatriating the income resulting from the operation of a PPP project?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
39. 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?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
39.1. 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 two years of commercial operation).	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions	n/a
39.1. Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a

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

legal/regulatory/standard contractual provisions:	
40.2.1. If yes, is there a threshold for which a new tendering process is required?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
and please elaborate:	n/a
40.2.. A change in the risk allocation of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
40.2. A change in the financial and/or economic balance of the contract	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
40.2. A change in the duration of the contract.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
40.2. A change in the agreed price or tariff or annuity payments.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
40.3. Can the procuring/contract management authority modify a PPP contract unilaterally?	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
41. Does the regulatory framework (including standard contractual clauses) expressly address the following circumstances that may occur during the life of the PPP contract? (check all	Yes

that apply): 41.1. Force Majeure.	
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	The glossary of the PPP handbook defines Force Majeure as acts of God and other specified risks (e.g. terrorism) which are beyond the control of the parties to the contract and as a result of which a party is prevented from or delayed in performing any of its non-financial obligations under the contract. Section 4.2.8 (a) furthermore indicates that, generally, contingency events can be divided into three categories, including events that interrupt service delivery but do not involve default by the PPP provider - for example, force majeure events.
41.2. Material Adverse Government Action	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
41.3. Change in the Law.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
41.4. Refinancing.	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	n/a
41.5. Subcontracting and replacement of the subcontractors.	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	Section 1.4.2 of the PPP Handbook addresses the issue of subcontracting. 1.4.2 In general, the roles and responsibilities of the various parties collaborating in a PPP project are as follows: (b) In a typical PPP project, the SPV will manage its design, construction and operational and maintenance responsibilities, by subcontracting the construction, operations and equipment supply to suitable providers. These subcontractors may be the parent companies of the SPV (i.e. the construction, operations and maintenance companies which are the equity investors of the SPV).
42. Does the regulatory framework (including standard contractual clauses) allow for alternative dispute resolution mechanisms in case of disputes arising from the implementation of PPP contracts?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	Pursuant to Section 2.1.7 (f) of the PPP Handbook, usually, there is also a binding dispute resolution procedure in the contract. Furthermore, however good the relationship between the GPE and the PPP provider, and however stable the services being delivered, problems will arise over the PPP contract

	<p>life. As such, procedures for handling these problems should be agreed. Clear reporting and escalation procedures help maintain the good relationship between the two parties. The objective is a relationship in which the GPE and the PPP provider co-operate to ensure that problems are recognized quickly and then resolved quickly and effectively (Section 4.3.13). Finally, Section 4.3.14 states that, if a dispute cannot be resolved at the level where it arises, it will be necessary to involve a higher level of authority. This escalation process needs to be managed. Escalation procedures should allow for successive levels of response depending on the nature of the problem and the outcome of the action taken at lower levels. Every effort should be made to resolve the problem at the lowest practicable level. The levels of escalation should match those of the interfaces established between the PPP provider and the GPE. A crucial role of the contract manager is to try to ensure through prompt efforts that protracted disputes are avoided.</p>
42.1. If yes, is arbitration available as an option? Domestic arbitration only	No
If yes, please provide the relevant legal/regulatory/standard contractual provisions	n/a
Domestic arbitration and international arbitration	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	<p>The Singapore Arbitration Act provides for equal recognition of domestic as well as international arbitral awards.</p> <p>Section 46.1 of Chapter 10 of the Arbitration Act: An award made by the arbitral tribunal pursuant to an arbitration agreement may, with leave of the Court, be enforced in the same manner as a judgment or order of the Court to the same effect.</p> <p>46.2: Where leave of the Court is so granted, judgment may be entered in the terms of the award.</p> <p>46.3: Notwithstanding section 3, subsection 46.1 shall apply to an award irrespective of whether the place of arbitration is Singapore or elsewhere.</p>
No	No
42.2. If applicable, are arbitration awards enforceable by local courts?	Yes
If yes, please elaborate and provide the relevant legal/regulatory/standard contractual provisions:	<p>Section 46.1 of Chapter 10 of the Arbitration Act: An award made by the arbitral tribunal pursuant to an arbitration agreement may, with leave of the Court, be enforced in the same manner as a judgment or order of the Court to the same effect.</p> <p>46.2: Where leave of the Court is so granted, judgment may be entered in the terms of the award.</p> <p>46.3: Notwithstanding section 3, subsection 46.1 shall apply to an award irrespective of whether the place of arbitration is Singapore or elsewhere.</p>
42.3. Are other Alternative Dispute Resolution (ADR) options available (including	Yes

mediation or dispute resolution boards)?	
If yes, please elaborate and provide the relevant legal/regulatory/standard contractual provisions:	Pursuant to Section 4.3.14 of the Handbook, disputes should try to be resolved at the lowest practicable level. It also highlights the importance of a good contract manager in managing such disputes. They may also be governed contractually or depend on conditions of contract in the relevant tender. PPP Handbook Sec 4.3.9: A crucial role for the contract manager is to try to prevent disputes from arising by preventative actions. The procedures for liaising with the PPP provider and the maintenance of agreed records of performance will help to resolve problems before they escalate. To minimize the costs of dispute resolution through court settlement, an alternative formal dispute resolution procedure is necessary. The PPP contract should specify the procedure for handling disputes.
43. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?	Yes
If yes, please provide the relevant legal/regulatory/standard contractual provisions:	Pursuant to Section 2.3.16 of the PPP Handbook if the private provider is to run into financial difficulties during the contract length, there are concerns that the government might not be able to take over the function immediately, which will ultimately affect service continuity. The risk of the private provider failing exists as long as the service is outsourced, regardless of whether a PPP model is used or not. To help mitigate the impact on service continuity, the PPP contract should include provisions for Government to step in to manage the private sector's staff and equipment to continue delivering the service. There could also be provisions for the private financiers to identify other potential providers who can take over operations, subject to Government's approval, in the event that the original provider fails.
43.1. 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.	No
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	n/a
43.1. The regulatory framework prescribes that a direct agreement should be signed with the lenders.	No

If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	n/a
43.1. The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	<p>Pursuant to Section 2.1.22 of the Handbook, debt providers hold step-in rights to take over failing projects and bring in new contractors who can meet public sector requirements in order to manage the overall risk that their debt is not repaid.</p> <p>Section 2.3.5 of the PPP Handbook also states that step-in rights should be addressed in the construction and service delivery phases of a PPP project.</p>
43.1. Other	No
please specify:	n/a
44. Does the regulatory framework (including standard contractual clauses) expressly address the grounds for termination of a PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	Section 2.1.18 (c) of the PPP Handbook makes provision for termination of the contract due to “private sector” (private partner’s) default. In addition, according to section 2.3.13 termination clauses should also be included to allow both parties to terminate the contract under exceptional circumstances, with fair compensation (to either party), where necessary.
44.1. If yes, does the regulatory framework (including standard contractual clauses) also address the consequences for the termination of the PPP contract?	Yes
If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions:	<p>Section 2.1.18 (c) of the PPP Handbook makes provision for termination the contract due to private sector default. In these circumstances:</p> <ul style="list-style-type: none"> i). Projects will revert to public ownership, including the assets necessary to continue to deliver the service; ii). Compensation may be due to the SPV based on the termination compensation clauses as stipulated in the PPP contract; and iii). The public sector would then take ownership of the project itself or re-tender the opportunity to take over the project to other private sector contractors. The public agency concerned would have to proceed with legal action, as appropriate, to recover from the defaulting private partner the costs incurred in rectifying defects, and in the maintenance and management of the facility. <p>In addition, termination clauses should also be included to allow both parties to terminate the contract under exceptional circumstances, with fair</p>

	<p>compensation (to either party), where necessary (section 2.3.13). Finally, section 4.2.10 states that, as the contract draws to a close (for whatever reason), the GPE has to assess the various options available to itself. The GPE's main concern at this phase is to ensure a smooth transition of service delivery from the PPP provider to the GPE or to another service provider.</p>
<p>45. Please provide any additional information or comments on the answers to the question(s) above and indicate which one(s) you are referring to:</p>	<p>Comments</p>
Unsolicited Proposals	
<p>46. Are unsolicited proposals in Singapore (PPP):</p> <p>(choose only one) Explicitly prohibited by the legal framework?</p>	<p>No</p>
<p>46. Explicitly allowed by the legal framework?</p>	<p>No</p>
<p>46. Not regulated by the legal framework, but do happen in practice?</p>	<p>No</p>
<p>46. Not regulated by the legal framework, and do not happen in practice?</p>	<p>Yes</p>
<p>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</p>	<p>PPPs in Singapore are initiated exclusively by the government.</p>
<p>47. Does the procuring authority conduct an assessment to evaluate unsolicited proposals?</p>	<p>No</p>
<p>If yes, please specify and provide the relevant legal/regulatory provisions:</p>	<p>n/a</p>
<p>47.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</p>	<p>No</p>
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	<p>n/a</p>
<p>48. Which of the following options best describes how the procuring authority ensures that unsolicited</p>	<p>No</p>

<p>proposals are consistent with existing government priorities? (Please select only one) : The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.</p>	
<p>If yes, please specify and provide the relevant legal/regulatory provisions:</p>	n/a
<p>48. The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</p>	No
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	n/a
<p>48. The procuring authority does not evaluate unsolicited proposals against existing government priorities.</p>	No
<p>If yes, please elaborate and provide examples:</p>	n/a
<p>49. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</p>	No
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	n/a
<p>50. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</p>	No
<p>If yes, please provide the relevant legal/regulatory provisions:</p>	n/a
<p>and the time in calendar days:</p>	n/a
<p>51. Does the procuring authority use any of the following incentive mechanisms to reward/compensate the submission of unsolicited</p>	No

proposals? (check all that apply): 51.1. Access to the best and final offer (BAFO) process and/or automatic shortlisting.	
51.2. Developer's fee (reimbursing the original proponent for the project development cost).	No
51.3. Bid Bonus.	No
51.4. Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).1	No
51.5. Other	No
please specify:	n/a
Please provide the relevant legal/regulatory provisions:	n/a
52. Please provide any additional information or comments on the answers to the question(s) above and indicate which one(s) you are referring to:	Comments