

**BENCHMARKING PPP PROCUREMENT 2017 IN SINGAPORE**

| <b>Regulatory and Institutional Framework for PPPs</b>   |   |
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| <b>Does the regulatory framework in your country allow procuring PPPs?</b>   | Yes   |
| <b>Yes. If yes, please specify the relevant regulatory framework and the year of adoption:</b>   | <p>There is no PPP Law in Singapore, however guidelines for PPPs have been written by the Ministry of finance, which are in the Public Private Partnership handbook, version dated of 2 march 2012, hereinafter the "PPP Handbook". The PPP Handbook does not have the force of law; it sets out guidelines relating to the structuring of public private partnerships, the PPP procurement process and the management of a PPP. As a consequence, PPP contracts could deviate from those guidelines. Considering our study's scope - the PPPs - the analysis will be based in priority on those guidelines.</p> <p>Additionally, public procurement rules apply to PPPs. Those are made of (i) the Government procurement act (chapter 120) (original enactment: act 14 of 1997) revised edition 1998 (30th may 1998) : hereinafter the "GPA" ; (ii) the Government procurement (challenge proceedings) regulations RG 1 G.N. no. s 215/2002 revised edition 2004 (29th February 2004) : hereinafter the "GPR CP"; (iii) the Government procurement (application) order 1 G.N. no. s 217/2002 revised edition 2004 (29th February 2004): hereinafter the "GPO"; and (iv) the Government procurement regulations no. S 269/2014 (4th April 2014): hereinafter the "GPR 2014".</p>   |
| <b>and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:</b> | <p>(i)<br/> <a href="http://statutes.agc.gov.sg/aol/search/display/viewPrint.w3p;page=0;query=CompId%3A3c729e5b-935c-442e-a90d-3520ee952b5a%20ValidTime%3A30%2F05%2F1998-00%3A00%20TransactionTime%3A31%2F12%2F9999;rec=0;whole=yes">http://statutes.agc.gov.sg/aol/search/display/viewPrint.w3p;page=0;query=CompId%3A3c729e5b-935c-442e-a90d-3520ee952b5a%20ValidTime%3A30%2F05%2F1998-00%3A00%20TransactionTime%3A31%2F12%2F9999;rec=0;whole=yes</a></p> <p>(ii)<br/> <a href="http://statutes.agc.gov.sg/aol/search/display/viewPrint.w3p;query=CompId%3A903dc793-5a93-4c52-b9b4-12e405bc0ff9%20ValidTime%3A20160309000000%20TransactionTime%3A201603090000;rec=0;whole=yes">http://statutes.agc.gov.sg/aol/search/display/viewPrint.w3p;query=CompId%3A903dc793-5a93-4c52-b9b4-12e405bc0ff9%20ValidTime%3A20160309000000%20TransactionTime%3A201603090000;rec=0;whole=yes</a></p> <p>(iii)<br/> <a href="http://statutes.agc.gov.sg/aol/search/display/viewPrint.w3p;page=0;query=CompId%3A5ced1b25-38e6-4e1e-969a-0b09faa4d63b%20ValidTime%3A20130706000000%20TransactionTime%3A201307060000;rec=0;whole=yes">http://statutes.agc.gov.sg/aol/search/display/viewPrint.w3p;page=0;query=CompId%3A5ced1b25-38e6-4e1e-969a-0b09faa4d63b%20ValidTime%3A20130706000000%20TransactionTime%3A201307060000;rec=0;whole=yes</a></p> <p>(iv)<br/> <a href="http://statutes.agc.gov.sg/aol/search/display/view.w3p;page=0;query=CompId%3A7e22d64c-d230-496d-82c0-090e785680fc;rec=0">http://statutes.agc.gov.sg/aol/search/display/view.w3p;page=0;query=CompId%3A7e22d64c-d230-496d-82c0-090e785680fc;rec=0</a></p> <p>(v)<br/> <a href="http://www.mof.gov.sg/Portals/0/Policies/ProcurementProcess/PPPHandbook2012.pdf">http://www.mof.gov.sg/Portals/0/Policies/ProcurementProcess/PPPHandbook2012.pdf</a></p> |
| <b>Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any</b>      | No  |

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| <b>of the following sectors?<br/>Transportation.</b>  |   |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>   | n/a   |
| <b>Water and irrigation</b>   | No  |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>   | n/a   |
| <b>Energy generation and distribution</b>   | No  |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>   | n/a   |
| <b>Telecom</b>  | No  |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>   | n/a   |
| <b>Health</b>   | No  |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>   | n/a   |
| <b>Education</b>  | No  |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>   | n/a   |
| <b>Other</b>  | No  |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>   | n/a   |
| <b>Please identify the PPP procuring authorities in country_name and provide their website(s) (if available):</b> | <p>GPA 2 “contracting authority” means a ministry or department of the Government, an organ of State or a statutory board declared, by order made under section 4(1), as a contracting authority for the purposes of this Act;<br/>GPO Schedule 2 gives a list (ministries and public entities).</p> <p>A list of designated contracting authorities is set out in the Second Schedule of the Government Procurement (Application) Order and may be accessed at the following web link: <a href="http://statutes.agc.gov.sg/aol/search/display/view.w3p;ident=e73e7195-f8ad-477e-8e2f-b721d5daf29a;page=0;query=Id%3A%22b01d7b73-3c20-4e86-ad74-560cca484295%22%20Status%3Ainforce%20ValidTime%3A20151214000000%20TransactionTime%3A20151214000000;rec=0#Sc2-">http://statutes.agc.gov.sg/aol/search/display/view.w3p;ident=e73e7195-f8ad-477e-8e2f-b721d5daf29a;page=0;query=Id%3A%22b01d7b73-3c20-4e86-ad74-560cca484295%22%20Status%3Ainforce%20ValidTime%3A20151214000000%20TransactionTime%3A20151214000000;rec=0#Sc2-</a></p> |

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| In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)? | Yes  |
| If yes, please indicate its name, and its website (if available):  | Centre for Public Project Management (CP2M) within the Ministry of Finance. It appears that the CP2M does not have a website |
| If yes, what are the main responsibilities of the PPP Unit (check all that apply). PPP regulation.   | No   |
| PPP policy guidance and capacity building for other public authorities.  | Yes  |
| PPP promotion among the public and/or private sectors in national and international forums.  | Yes  |
| Technical support in implementing PPP projects.  | Yes  |
| Gatekeeping (approval of PPP projects).  | No   |
| Procurement of PPPs.   | No   |
| Oversight of PPP implementation.   | No   |
| Other  | No   |
| please specify:  | n/a  |
| <b>Preparation of PPPs</b>   | <b>Score: 58</b>   |
| Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?                    | Yes  |

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| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | According to section 3.2.2 of the PPP Handbook, under the process, government procuring entities (GPEs) should: b) follow the MOF gateway process, where projects above \$500 million or those that are more complex in nature are subject to staged approvals for concept, design and implementation. |
| <b>If yes, is a second approval by the Ministry of Finance or Central Budgetary Authority required before signing the PPP contract?</b>  | Yes  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | According to section 3.2.2 of the PPP Handbook, under the process, government procuring entities (GPEs) should: b) follow the MOF gateway process, where projects above \$500 million or those that are more complex in nature are subject to staged approvals for concept, design and implementation. |
| <b>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?</b> | No   |
| <b>If yes, please specify the relevant authority</b>   | n/a  |
| <b>and provide the relevant legal/regulatory provisions (if any):</b>  | n/a  |
| <b>If yes, is a second approval by the same authority required before signing the PPP contract?</b>  | No   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | n/a  |
| <b>Does the government integrate the prioritization of PPP projects with all other public investment project</b>   | Yes  |

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| <b>prioritization? (e.g. in the context of a national public investment system)?</b>   |                      |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | Practice             |
| <b>If yes, which of the following options best describes the way your government prioritizes PPP projects? (Please select only one).<br/>The regulatory framework provides for the inclusion of PPPs in the national public investment system and/or details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</b> | No                   |
| <b>If yes, please specify:</b>   | n/a                  |
| <b>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</b>   | Yes                  |
| <b>The regulatory framework does not include any provisions.</b>   | No                   |
| <b>Other</b>   | No                   |
| <b>please specify:</b>   | n/a                  |
| <b>Among the PPP projects procured within the last two (2) years, how many of them were</b>  | Some of the projects |

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| <b>prioritized along with all other public investment projects? Please elaborate:</b>   |   |
| <b>Which of the following assessments are conducted when identifying and preparing a PPP? (check all that apply): 10.1. Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the project)</b> | Yes   |
| <b>Relevant legal/regulatory provision (if any)</b>   | Practice  |
| <b>Is there a specific methodology?</b>   | No  |
| <b>If yes, elaborate.</b>   | n/a   |
| <b>Affordability assessment, including the identification of the required long term public commitments (explicit and implicit)</b>  | Yes   |
| <b>Relevant legal/regulatory provision (if any)</b>   | Practice  |
| <b>Is there a specific methodology?</b>   | No  |
| <b>If yes, elaborate</b>  | n/a   |
| <b>Risk identification, allocation and assessment (risk matrix)</b>   | Yes   |
| <b>Relevant legal/regulatory provision (if any)</b>   | According to the PPP Handbook (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. Please refer to Section 3.7 for more details on risk allocation and management. |
| <b>Is there a specific methodology?</b>   | No  |

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| <b>If yes, elaborate</b>   | n/a   |
| <b>Financial viability or bankability assessment.</b>  | Yes   |
| <b>Relevant legal/regulatory provision (if any)</b>  | <p>Pursuant to section 2.2.13 and 2.2.14 of the PPP Handbook, generally, financial experts in the PPP project teams should have a good understanding of project financing, including an understanding of the different financial markets and financial instruments that can provide financing for the PPP project.</p> <p>For the public sector, such financial competencies will help public agencies identify the likely financiers of the PPP project and their risk attitudes, so as to structure the PPP contract (e.g. including step-in rights, termination clauses and payment mechanisms) that are acceptable to the private financiers. Without a good understanding of the financing aspects of the project, the public sector might end up structuring a PPP contract where the PPP providers can only secure financing at expensive borrowing rates, thereby leading to higher contract cost to the public agency.</p> |
| <b>Is there a specific methodology?</b>  | No  |
| <b>If yes, elaborate</b>   | n/a   |
| <b>Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives</b> | Yes   |
| <b>Relevant legal/regulatory provision (if any)</b>  | <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>   |
| <b>Is there a specific methodology?</b>  | No  |
| <b>If yes, elaborate</b>   | n/a   |
| <b>Market assessment (showing evidence of enough interest in the market for the project)</b>                               | Yes   |
| <b>Relevant legal/regulatory provision (if any)</b>  | <p>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;</p>   |
| <b>Is there a specific methodology?</b>  | Yes   |
| <b>If yes, elaborate</b>   | <p>Section 3.2.4 of the PPP Handbook explains the main objectives of market sounding. Section 3.2.5 gives a few rules (fairness and transparency), advises to plan a pre-</p>   |

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|   | <p>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> |
| <p><b>Among the PPP projects procured within the last two (2) years, for how many of them were all of the required assessments conducted? Please elaborate:</b></p> | <p>Most of the projects</p>  |
| <p><b>Does the procuring authority include a draft PPP contract in the request for proposals?</b></p>   | <p>Yes</p>   |
| <p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>   | <p>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: b) the draft PPP contract to be signed by the GPE and the successful PPP provider.</p>  |
| <p><b>If no, please elaborate (provide examples):</b></p>   | <p>n/a</p>   |
| <p><b>Have standardized PPP model contracts and/or transaction documents been developed?</b></p>  | <p>No</p>  |
| <p><b>If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:</b></p>  | <p>n/a</p>   |
| <p><b>Does the procuring authority obtain the permits necessary to develop and operate the PPP</b></p>  | <p>No</p>  |



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| <b>project before calling for tenders in any of the following areas?<br/>Environmental permits.</b>  |          |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | n/a      |
| <b>Urban and zoning permits.</b>   | Yes      |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | Practice |
| <b>Other permits.</b>  | No       |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | n/a      |
| <b>Does the procuring authority make available to PPPCo the necessary land or right of way to develop the PPP project (if any)?<br/>Land</b>         | Yes      |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | Practice |
| <b>If no, please elaborate (provide explanation):</b>  | n/a      |
| <b>Does the procuring authority make available to PPPCo the necessary land or right of way to develop the PPP project (if any)?<br/>Right of way</b> | Yes      |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | Practice |
| <b>If no, please elaborate (provide explanation):</b>  | n/a      |

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| <p><b>Does the regulatory framework establish any exceptions where the preparation process described above does not apply or allows for a “fast track” procedure?</b></p>                            | <p>No</p>   |
| <p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>   | <p>n/a</p>  |
| <p><b>What is the average number of calendar days that the procuring authority spends on each of the following activities to prepare a PPP project?<br/>Conducting the required assessments:</b></p> | <p>90</p>   |
| <p><b>Obtaining the required approvals from other relevant authorities:</b></p>  | <p>90</p>   |
| <p><b>Preparing the draft PPP contract:</b></p>  | <p>180</p>  |
| <p><b>Obtaining any permits, land and/or right of way that the procuring authority must provide according to the regulatory framework:</b></p>   | <p>136</p>  |
| <p><b>PPP Procurement</b></p>  | <p style="text-align: right;">Score: 75</p>   |
| <p><b>Are the bid evaluation committee members required to meet specific qualifications?</b></p>   | <p>Yes</p>  |
| <p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b></p>   | <p>Pursuant to section 3.2.40 of the PPP Handbook, evaluation will be undertaken by an evaluation committee that is not biased toward any bidder. Evaluation team members must declare any conflict of interest, directly or indirectly possessed, and on this basis discontinue being in the evaluation committee. Key stakeholders must be represented in</p> |

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|   | the evaluation team. The evaluation team should include technical/ operational, business, financial and senior management representatives.  |
| <b>If no, please elaborate (provide examples):</b>  | n/a   |
| <b>If yes, which of the following options best describes the required qualifications of the committee members? (Please select only one). The regulatory framework details the qualifications required and/or the specific membership of the bid evaluation committee.</b> | No  |
| <b>If yes, please specify:</b>  | n/a   |
| <b>The regulatory framework requires generally sufficient qualification without detailing the specific qualifications required to be a member of the bid evaluation committee.</b>  | Yes   |
| <b>The regulatory framework does not include any provisions.</b>  | No  |
| <b>Other</b>  | No  |
| <b>please specify:</b>  | n/a   |
| <b>Does the procuring authority issue a public procurement notice of the PPP?</b>   | Yes   |
| <b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>   | <p>Section 10 (1) of the GPR 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.</p> <p>According to section 3.2.22 of the PPP Handbook, a Tender Notice (incorporating Notice of Proposed Procurement and Summary Notice) should be released on GeBiz to inform and invite the shortlisted suppliers to submit Tender Proposals for the PPP project, in</p> |

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|   | accordance with instructions contained in the Invitation to Tender (ITT). GPEs shall comply with the guidelines contained in the IMs.   |
| <b>If yes, is the public procurement notice published online?</b>   | Yes   |
| <b>If yes, please specify the website:</b>  | Government Electronic Business (GeBiz) portal <a href="https://www.gebiz.gov.sg/">https://www.gebiz.gov.sg/</a>   |
| <b>Does the procuring authority grant the potential bidders a minimum period of time to submit their bids?</b>                              | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | Section 22 of the GPR establishes rules to determine the time period for submission of request for participation and tender:<br>- selective tendering: 25 days<br>- open tendering: 40 days<br>Those times can be reduced in some specific cases.   |
| <b>and the time in calendar days :</b>  | 40  |
| <b>Do the tender documents detail the stages of the procurement process?</b>  | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | Pursuant to section 3.2.23 of the PPP Handbook, in addition to the information to be included in the Notice of Proposed Procurement, the notice shall also contain the following information: c) the timetable and the process for clarifying the set of terms and conditions of the PPP contract and for the submission of bids.   |
| <b>If no, please elaborate (provide examples):</b>  | n/a   |
| <b>Does the procurement process include a pre-qualification stage to select a number of qualified bidders to present the full proposal?</b> | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | According to section 14 of the GPR, a contracting authority may maintain a supplier registration system requiring interested suppliers to register and provide certain information. 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.<br><br>Furthermore, according to section 24 (2), a contracting authority shall allow all qualified suppliers to participate in a particular procurement, unless the contracting authority states in the notice of intended procurement of any limitation as to the number of suppliers that will be permitted to tender and the criteria for selecting the limited |

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|  | <p>number of suppliers.</p> <p>Moreover, section 3.1.11 of the PPP Handbook states that 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. [...] 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> <p>Finally section 3.2.13 indicates that 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. The purpose of this stage is to assess the technical competency and financial soundness of the interested suppliers.</p> |
| <p><b>If yes, do the tender documents specify the prequalification criteria in order to make them available to all of the bidders?</b></p>   | <p>Yes</p>   |
| <p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>  | <p>The Invite Expressions of Interest notice should include the following information a)<br/>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. (section 3.2.12 of the PPP Handbook)</p>   |
| <p><b>Among the PPP procurement processes conducted within the last two (2) years that had a prequalification stage, how many of them included prequalification criteria in the tender documents? Please elaborate</b></p> | <p>All of the projects</p>   |
| <p><b>Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</b></p>   | <p>Yes</p>   |
| <p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>  | <p>GPR 19(5) (c) of the GPR indicates that the procuring authority is required to reply to any reasonable request for relevant information by any interested or participating supplier, provided that such information does not give that supplier an advantage over other suppliers.</p> <p>According to section 3.2.31 of the PPP Handbook, the first type of information exchange</p>   |

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|  | <p>refers to pre-qualified bidders seeking clarification. Clarifications refer to queries raised by the bidders for which the bidders will want an answer from the GPEs. These queries can be on the PPP contract, the tender specifications, or any other aspect of the PPP project. Such clarification is to be submitted in writing to the GPE. Details are provided in section 3.2.32</p>   |
| <p><b>If yes, does the procuring authority disclose those questions and clarifications to all of the potential bidders?</b></p>  | <p>Yes</p>  |
| <p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>  | <p>Section 3.2.32 of the PPP Handbook requires the GPE will release to all the bidders its written replies to all the clarification.</p>  |
| <p><b>Among the PPP procurement processes conducted within the last two (2) years where questions were submitted, in how many were the questions and clarifications disclosed to all of the potential bidders? Please elaborate:</b></p> | <p>All of the projects</p>  |
| <p><b>Besides questions and clarifications, can the procuring authority conduct other types of dialogue with the potential bidders?</b></p>  | <p>Yes</p>  |
| <p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b></p>  | <p>The contracting authority may conduct negotiations with any supplier (section 25 of the GPR). Details are provided by the PPP Handbook.</p> <p>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.</p> <p>The third type of information exchange refers to alternative proposals on how the GPEs 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> |

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|  | GPEs may hold a tender briefing during the period to explain the ITT and the various information exchanges that may take place during market feedback. The tender briefing should be open to all pre-qualified bidders including their financiers. (Sections 3.2.33, 3.2.34 and 3.2.35 of the PPP Handbook) |
| <b>If yes, does the procuring authority disclose the content and the results of the dialogue to all of the potential bidders?</b>  | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | Practice  |
| <b>Among the PPP procurement processes conducted within the last two (2) years where any other type of dialogue was conducted, in how many was the content and the result of the dialogue disclosed to all of the potential bidders? Please elaborate:</b> | All of the projects   |
| <b>Does the procuring authority require the bidders to prepare and present a financial model with their proposals ?</b>  | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | Practice  |
| <b>If no, please elaborate (provide examples):</b>   | n/a   |
| <b>Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria</b>  | Yes   |

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| <b>stated in the tender documents?</b>   |  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | <p>According to section 29 (3) of the GPR, a contracting authority shall award the contract to the supplier which has been determined by the contracting authority to be capable of complying with the terms and conditions of the contract and which, based on the evaluation criteria set out in the notice of intended procurement and the tender documentation [...]</p> |
| <b>Among the PPP procurement processes conducted within the last two (2) years, in how many of them was the evaluation of the bidders conducted in accordance with the criteria stated in the tender documents? Please elaborate:</b>  | <p>All of the projects</p>   |
| <b>In the case where only one proposal is submitted (sole proposals), does the procuring authority follow any special procedure before awarding the PPP?</b>   | <p>No</p>  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | <p>n/a</p>   |
| <b>If yes, what of the following options best describes the way the procuring authority deals with sole proposals? (Please select only one). The regulatory framework details a specific procedure that the procuring authority must follow before awarding a PPP contract where only one proposal is submitted.</b> | <p>n/a</p>   |
| <b>Please specify:</b>   | <p>n/a</p>   |



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| <b>The regulatory framework considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</b>  | n/a  |
| <b>The regulatory framework does not allow the award of a PPP contract if only one proposal is submitted.</b>   | n/a  |
| <b>The regulatory framework does not include any provisions.</b>  | n/a  |
| <b>Other</b>  | n/a  |
| <b>please specify:</b>  | n/a  |
| <b>In practice, what is the average number of calendar days between the initial publication of the PPP public procurement notice and the award of the PPP? Number of calendar days:</b> | 270  |
| <b>Does the procuring authority publish the award notice?</b>   | Yes  |
| <b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>   | 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. |
| <b>If yes, is the public procurement award notice published online?</b>   | Yes  |
| <b>If yes, please specify the website:</b>  | <a href="https://www.gebiz.gov.sg/">https://www.gebiz.gov.sg/</a>  |
| <b>Does the procuring authority provide all the bidders with the result of the PPP procurement process?</b>   | Yes  |

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| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | <p>According to section 31 of the GPR, (1) Subject to regulations 33 and 34, a contracting authority shall, as soon as possible after the award of a contract in respect of a procurement using open tendering or selective tendering, inform all suppliers who had participated in the procedure of its decision on the award.</p> <p>(2) Such information shall, upon request, be given in writing.</p> |
| <b>If no, please elaborate (provide examples):</b>   | <p>n/a</p>  |
| <b>If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?</b>  | <p>Yes</p>  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | <p>GPR, section 32. —(1) A contracting authority shall, upon request by an applicable supplier, promptly provide any information necessary to determine whether a procurement was conducted fairly, impartially and in accordance with these Regulations, including information on the characteristics and relative advantages of the successful tender.</p>  |
| <b>Does the regulatory framework restrict or regulate in any way negotiations with the selected bidder between the award and the signature of the PPP contract?</b>  | <p>Yes</p>  |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>  | <p>According to the PPP handbook, the government procuring entities should avoid negotiation with bidders once the tender is closed (Section 3.2.2 f.).</p>   |
| <b>Among the PPP procurement processes conducted within the last two (2) years, in how many of them were the terms and conditions changed between the award and the signature of the PPP contract? Please elaborate:</b> | <p>Most of the projects</p>   |
| <b>Does the procuring authority publish the PPP contract?</b>  | <p>No</p>   |

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| <b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>  | n/a   |
| <b>If yes, is it published online?</b>   | n/a   |
| <b>If yes, please specify the website:</b>   | n/a   |
| <b>Does the regulatory framework establish any exceptions where the procurement process described above does not apply or allows for a "fast track" procedure?</b> | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>  | <p>Pursuant to section 22 (2) of the GPR, where a state of urgency duly substantiated by the contracting authority renders the time period specified in paragraph (1) impracticable, the time period may be reduced to not less than 10 days.</p> <p>Additionally, according to section 26 of the GPR, limited Tendering can be used mainly in the following cases:</p> <ul style="list-style-type: none"> <li>- unsuccessful procedure;</li> <li>- only one supplier can procure the goods or service;</li> <li>- additional goods or services to the initial procurement;</li> <li>- extreme urgency.</li> </ul> <p>PPP handbook 3.2.27 The period of tender can only be reduced in exceptional circumstances where there is extreme urgency or due to obvious errors with the original closing date. GPEs should be mindful that shortening the tendering period may lead to some prospective bidders being caught unawares and unable to submit a bid on time. GPEs should thus avoid this as much as possible.</p> |
| <b>Unsolicited proposals</b>   | Score: USP not regulated  |
| <b>Does the regulatory framework allow for the submission of unsolicited proposals? (if no, skip to section F)</b>   | No  |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>  | n/a   |
| <b>If yes, please specify, to the best of your knowledge, the percentage of</b>  | n/a   |

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| <b>PPP investments in your country approved as unsolicited proposals during the last five (5) years:</b>  |     |
| <b>Does the procuring authority conduct an assessment to evaluate unsolicited proposals?</b>  | n/a |
| <b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>  | n/a |
| <b>If yes, does it ensure that the unsolicited proposal is consistent with the existing government priorities?</b>  | n/a |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | n/a |
| <b>If yes, which of the following options best describes how unsolicited proposals are evaluated against existing government priorities? (Please select only one).<br/>The regulatory framework details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</b> | n/a |
| <b>If yes, please specify:</b>  | n/a |
| <b>The regulatory framework requires unsolicited proposals to be</b>  | n/a |

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| <b>among the existing government priorities without establishing specific procedures to achieve that goal.</b>   |     |
| <b>The regulatory framework does not include any provisions.</b>   | n/a |
| <b>Other</b>   | n/a |
| <b>please specify:</b>   | n/a |
| <b>Among the unsolicited proposals approved within the last two (2) years, how many of them were a part of the existing government priorities? Please elaborate:</b> | n/a |
| <b>Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>                                  | n/a |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | n/a |
| <b>Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>             | n/a |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | n/a |
| <b>and the time in calendar days:</b>  | n/a |
| <b>Does the procuring authority use any of the following</b>   | n/a |

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| mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply):<br>Access to the best and final offer. |   |
| Developer's fee (reimbursing the original proponent for the project development cost).  | n/a   |
| Bid bonus.  | n/a   |
| Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).                   | n/a   |
| Other   | n/a   |
| please specify:   | n/a   |
| Please provide the relevant legal/regulatory provisions (if any):   | n/a   |
| <b>PPP Contract Management</b>  | <b>Score: 64</b>  |
| Has the procuring or contract management authority established a system to manage the implementation of the PPP contract?                 | Yes   |
| If yes, please provide the relevant legal/regulatory provisions (if any)  | <p>Section 4 of the PPP Handbook is related to managing a PPP relationship: the purpose of this section is to provide general guidance for the government procuring entity (GPE)'s management of a PPP contract with the PPP provider throughout the life of the PPP project.</p> <p>Section 4.1.4 states that there are 3 key aspects of managing a PPP provider:</p> <ul style="list-style-type: none"> <li>a. contract management;</li> <li>b. performance monitoring; and</li> <li>c. relationship management.</li> </ul> |
| If yes, which of the following tools does it include (check all that apply)?<br>Establishment of a  | Yes   |

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| <b>PPP contract management team.</b>   |  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | 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 (PPP Handbook, section 4.1.15).                        |
| <b>Participation of the members of the PPP contract management team in the PPP procurement process.</b>  | Yes  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | 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 (PPP Handbook, section 4.1.15).                        |
| <b>Possibility to consult with PPP procurement experts when managing the PPP contract.</b>   | Yes  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | 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 (PPP Handbook, section 4.1.17). |
| <b>Elaboration of a PPP implementation manual or an equivalent document.</b>   | No   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | n/a  |
| <b>Other</b>   | No   |
| <b>please specify:</b>   | n/a  |
| <b>If there is a contract management team, in how many of the PPP projects procured within the last two (2) years did the management system and tools fully inform the contract management team? Please elaborate:</b> | Most of the projects   |

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| <b>Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract?</b>  | <p>Yes</p>  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | <p>According to section 4.1.6 of the PPP Handbook, performance monitoring are specific activities within the management of the PPP provider. It includes the day-to-day monitoring of performance, assessing whether the contracted services are delivered to the contracted standards, and evaluating the remedial actions taken by the PPP provider when the performance standards are not met.</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> |
| <b>If yes, which of the following tools does it include (check all that apply)? PPPCo must provide the procuring or contract management authority with periodic operational and financial data.</b> | <p>Yes</p>  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | <p>Practice</p>   |
| <b>The procuring or contract management authority must periodically gather information on the performance of the PPP contract.</b>  | <p>Yes</p>  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | <p>According to section 4.1.21 of the PPP Handbook, rather, it should ensure that during the procurement phase, the selected PPP provider has acceptable performance monitoring, quality management and management information systems, and cash flows during the construction and operational phases. The GPE should audit these systems with planned and random spot checks to satisfy itself that performance is being measured and reported reliably, accurately and comprehensively.</p>   |
| <b>The procuring or contract management authority must establish a risk mitigation mechanism.</b>   | <p>Yes</p>  |



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| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | <p>According to section 4.1.24 of the PPP Handbook, the GPE should avoid action that could result in project risk being assumed or transferred back to the GPE or the government. Moreover, managing risk is another important aspect of managing service delivery. Business continuity plans and contingency plans help the GPE to prepare for situations where the PPP provider cannot deliver (section 4.2.8).</p> |
| <b>The PPP contract performance information must be available to the public.</b>  | <p>No</p>   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | <p>n/a</p>  |
| <b>Other</b>  | <p>No</p>   |
| <b>please specify:</b>  | <p>n/a</p>  |
| <b>Is PPP contract performance information publicly available online?</b>   | <p>No</p>   |
| <b>If yes, please specify the website:</b>  | <p>n/a</p>  |
| <b>Does the regulatory framework expressly regulate a change in the structure (i.e. stakeholder composition) of PPPCo?</b>  | <p>Yes</p>  |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>   | <p>Practice</p>   |
| <b>If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in PPPCo during an initial period (e.g. construction and first five years of operation).</b> | <p>Yes</p>  |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>   | <p>Practice</p>   |

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| <b>In case of a change affecting the controlling interest, the replacing entity must meet the same technical qualifications as the original operator.</b> | <p>No</p>  |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>   | <p>n/a</p>   |
| <b>Flexibility to substitute non-controlling interest after the initial period.</b>   | <p>No</p>  |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>   | <p>n/a</p>   |
| <b>Does the regulatory framework expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</b>              | <p>Yes</p>   |
| <b>If yes, please provide the relevant legal/ regulatory provisions:</b>  | <p>According to the PPP Handbook, PPPs usually involve long-term contracts during which time circumstances may change. This may occur for any number of reasons, only some of which can be foreseen. The public sector therefore requires a flexible contract with suitable mechanisms for achieving necessary operational variations in a transparent, cost-effective way. Notwithstanding this, the PPP contract requires some fundamental certainty in order to be viable. 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 (eg. 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.<br/>(Sections 3.1.14 and 3.1.15)</p> |
| <b>If yes, which of the following circumstances are specifically regulated? (check</b>  | <p>No</p>  |

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| <b>all that apply): A change in the scope and/or object of the contract.</b>   |  |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>  | n/a  |
| <b>A change in the risk allocation of the contract.</b>  | No   |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>  | n/a  |
| <b>A change in the investment plan or duration of the contract.</b>  | No   |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>  | n/a  |
| <b>Does the regulatory framework expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure.</b> | Yes  |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>  | The glossary of the PPP handbook defines Force Majeure as acts of God and other specified risks (e.g. terrorism) which are beyond the control of the parties to the contract and as a result of which a party is prevented from or delayed in performing any of its non-financial obligations under the contract. Section 4.2.8 (a) furthermore indicates that, generally, contingency events can be divided into three categories, including events that interrupt service delivery but do not involve default by the PPP provider - for example, force majeure events. |
| <b>Material Adverse government action.</b>   | No   |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>  | n/a  |
| <b>Change in the Law.</b>  | No   |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>  | n/a  |

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| <b>Refinancing.</b>  | No   |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>  | n/a  |
| <b>Other.</b>  | No   |
| <b>If yes, please specify and provide the relevant legal/regulatory provisions:</b>  | n/a  |
| <b>Does the regulatory framework establish a specific dispute resolution mechanism for PPPs?</b>   | Yes  |
| <b>If yes, please specify and provide the relevant legal/regulatory provisions</b>   | <p>According to section 2.1.7 f) of the PPP Handbook, usually, there is also a binding dispute resolution procedure in the contract. Furthermore, however good the relationship between the GPE and the PPP provider, and however stable the services being delivered, problems will arise over the PPP contract life. As such, procedures for handling these problems should be agreed upon. Clear reporting and escalation procedures help maintain the good relationship between the two parties. The objective is a relationship in which the GPE and the PPP provider co-operate to ensure that problems are recognized quickly and then resolved quickly and effectively (Section 4.3.13). Finally, section 4.3.14 states that, if a dispute cannot be resolved at the level where it arises, it will be necessary to involve a higher level of authority. This escalation process needs to be managed. Escalation procedures should allow for successive levels of response depending on the nature of the problem and the outcome of the action taken at lower levels. Every effort should be made to resolve the problem at the lowest practicable level. The levels of escalation should match those of the interfaces established between the PPP provider and the GPE. A crucial role of the contract manager is to try to ensure through prompt efforts that protracted disputes are avoided.</p> |
| <b>If yes, which of the following options best describes the dispute resolution mechanism for PPPs? (Please select only one). The regulatory framework details specific resolution mechanisms for disputes arising during the implementation of the PPP.</b> | No   |
| <b>If yes, please specify:</b>   | n/a  |

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| <p><b>The regulatory framework prescribes that a dispute resolution mechanism should be regulated in the contract.</b></p>  | <p>Yes</p>   |
| <p><b>The regulatory framework provide the parties with recourse to arbitration but no other alternative dispute resolution mechanism.</b></p>  | <p>No</p>  |
| <p><b>Other</b></p>   | <p>No</p>  |
| <p><b>please specify:</b></p>   | <p>n/a</p>   |
| <p><b>Does the regulatory framework allow for the lenders to take control of the PPP project (lender step-in right) if either PPPCo defaults or if the PPP contract is under threat of termination for failure to meet service obligations?</b></p> | <p>Yes</p>   |
| <p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>  | <p>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.</p> |
| <p><b>If yes, which of the following options best describes the lender step-in right? (Please select only one). The regulatory framework expressly regulates the lender step-in rights.</b></p>   | <p>No</p>  |

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| <b>If yes, please specify:</b>  | n/a   |
| <b>The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.</b>        | Yes   |
| <b>The regulatory framework prescribes that a direct agreement should be signed with the lenders.</b>                 | No  |
| <b>Other</b>  | No  |
| <b>please specify:</b>  | n/a   |
| <b>Does the regulatory framework expressly establish the grounds for termination of a PPP contract?</b>               | Yes   |
| <b>If yes, please specify:</b>  | Expiry, default of the private operator, exceptional circumstances  |
| <b>and provide the relevant legal/regulatory provisions:</b>  | Section 2.1.18 (c) of the PPP Handbook makes provision for termination of the contract due to private sector default. In addition, termination clauses should also be included to allow both parties to terminate the contract under exceptional circumstances, with fair compensation (to either party), where necessary (section 2.3.13).   |
| <b>If yes, does the regulatory framework also establish the consequences for the termination of the PPP contract?</b> | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions:</b>   | <p>Section 2.1.18 (c) of the PPP Handbook makes provision for termination the contract due to private sector default. In these circumstances:</p> <ul style="list-style-type: none"> <li>i. Projects will revert to public ownership, including the assets necessary to continue to deliver the service;</li> <li>ii. Compensation may be due to the SPV based on the termination compensation clauses as stipulated in the PPP contract; and</li> <li>iii. The public sector would then take ownership of the project itself or re-tender the opportunity to take over the project to other private sector contractors. The public agency concerned would have to proceed with legal action, as appropriate, to recover from the defaulting private partner the costs incurred in rectifying defects, and in the maintenance and management of the facility.</li> </ul> <p>In addition, termination clauses should also be included to allow both parties to terminate the contract under exceptional circumstances, with fair compensation (to either party), where necessary (section 2.3.13).</p> |

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|  | <p>Finally, section 4.2.10 states that, as the contract draws to a close (for whatever reason), the GPE has to assess the various options available to itself. The GPE's main concern at this phase is to ensure a smooth transition of service delivery from the PPP provider to the GPE or to another service provider.</p> |
| <p><b>Are you aware of any reforms (in practice or in laws, regulations, policies, etc.) related to PPPs that: Took place in 2015, are ongoing and/or are planned to be adopted BEFORE June 1, 2016?</b></p> | <p>No</p>   |
| <p><b>Please describe:</b></p>   | <p>n/a</p>  |
| <p><b>Are you aware of any reforms (in practice or in laws, regulations, policies, etc.) related to PPPs that: 50.2. Are ongoing and/or are planned to be adopted AFTER June 1, 2016?</b></p>                | <p>No</p>   |
| <p><b>Please describe:</b></p>   | <p>n/a</p>  |