



BENCHMARKING PPP PROCUREMENT 2017 IN THE UNITED KINGDOM

Regulatory and Institutional Framework for PPPs	
Does the regulatory framework in your country allow procuring PPPs?	Yes
Yes. If yes, please specify the relevant regulatory framework and the year of adoption:	<p>There is no primary UK legislation as such on PPPs. UK is subject to EU procurement rules and has enacted legislation which implements these rules (ex. Public Contracts Regulations 2015) and also legislation which includes provisions to assist with the enabling of PPP projects in certain sectors (such as the Infrastructure Act (2015)). Overall, there is sufficient flexibility and certainty within the statutory and common law framework to permit PPPs. PPP/PFI procurement procedures are regulated and standardized, ensuring that the key principles of fairness, transparency and competition are preserved. We note that PFI is the most common type of PPP used in the UK since the early 1990s, based, on varying degrees, on the SOPC standard contract.</p> <p>Given the absence of a PPP-specific law, there is no general overarching provision in law which gives all public bodies the power to enter into PPP arrangements. Powers tend to be derived from a public body's constitutional documents or from specific legislation. Where necessary, the Government is prepared to use secondary legislation to ensure that PPP projects procured under the private finance initiative are not adversely affected by general changes in the law.</p> <p>There is a detailed and mature regulatory framework within the UK for the tendering of public contracts (including PPPs). Principally, the UK legislation in this area implements European Union law on public sector procurement. In light of the nature of projects that are established under a PPP structure (ex. significant project costs), this regulatory framework will often apply to the procurement of PPPs. Further, specific legislation may also apply depending on the nature of the particular PPP. (For example, in relation to public procurement rules for the defense sector, the Defense and Security Public Contracts Regulations 2011 may apply (which implemented the EU Defense Contracts Directive). In relation to the award of a contract by a utilities company, any applicable PPP project may be subject to the Utilities Contracts Regulations 2016 (which implemented EU Directive 2014/25/EU and Directive/23/EU)).</p> <p>The relevant UK legislation is:</p> <p>(1) The Private Finance Initiative (PFI) was first introduced as a PPP procurement and financing model in 1992. After that, HM Treasury published guidance and standard contract wording - "Standardization of PFI contracts" ("SOPC") - in consultation with key stakeholders in the market. This has been revised a number of times, and the current version - as well as the "Standardization of PF2 contracts" - from infrastructure UK and HM treasury, published on December 5, 2012 (last updated July 16, 2013) to take in flexibilities/changes to the PFI contract structure implemented pursuant to the reform of the PFI model in 2012. Standardization of PF2 Contracts guidance on the key issues that arise in privately financed PPP projects produced by HM Treasury. The guidance provides detailed drafting provisions to be incorporated into PF2 contracts either on a "required" basis (where the exact wording should be used), or on a "recommended" basis in order to promote the achievement of commercially balanced contracts and deliver best value for money. (https://www.gov.uk/government/organisations/infrastructure-uk).</p> <p>(2) Public Contracts Regulations 2015 ("PCR'15") which implemented EU Directive 2014/24/EU and is the key legislation governing public sector procurement in the UK; It applies to the procurement of above threshold public contracts by contracting authorities (although a number of exemptions exist). This regulatory framework will often apply to the procurement of PPPs.</p> <p>(3) The Green Book adopted in 2003 (and amended in 2011) is the standard guidance document for</p>



	<p>evaluating projects issued by HM incorporates revised guidance, to encourage a more thorough, long-term and analytically robust approach to appraisal and evaluation. It is relevant to all appraisals and evaluations in the UK, and it serves as a base for the Gateway Review, which is a standardized review process conducted by OGC (Office of Government Commerce: www.ogc.gov.uk): https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/220541/green_book_complete.pdf.</p> <p>(4) Major Project approval Guidance</p> <p>Additionally, we could refer to:</p> <p>(5) Utilities Contracts Regulations 2006 (to be replaced by Utilities Contracts Regulations, 2016 - in force by 18 April 2016);</p> <p>(6) Concessions Contracts Regulations, 2016 – expected to be in force by 18 April 2016;</p> <p>(7) Defense and Security Public Contracts Regulations 2011;</p> <p>(8) Single Source Contract Regulations 2014;</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>(1) https://www.gov.uk/government/publications/private-finance-2-pf2 or https://www.gov.uk/government/organisations/infrastructure-uk</p> <p>(2) http://www.legislation.gov.uk/ksi/2015/102/contents</p> <p>(3) https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-government</p> <p>(4) https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/179763/major_projects_approvals_assurance_guidance.PDF.pdf</p>
Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors? Transportation.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Water and irrigation	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Energy generation and distribution	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Telecom	No

If yes, please provide the relevant legal/regulatory provisions:	n/a
Health	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Education	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Other	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Please identify the PPP procuring authorities in country_name and provide their website(s) (if available):	<p>Given the absence of a PPP-specific law, there is no general overarching provision in law which gives all public bodies the power to enter into PPP arrangements. Powers tend to be derived from a public body's constitutional documents or from specific legislation. In fact, the power of local authorities to enter into contracts with private entities was confirmed by the Local Government (Contracts) Act 1997 (available at http://www.legislation.gov.uk/). Section 1(1) of that Act provides that every statutory provision conferring or imposing a function on a local authority confers power on the local authority to enter into a contract with another person for the provision or making available of assets or services, or both - for the purposes of, or in connection with, the discharge of the function by the local authority.</p> <p>Examples of procuring authorities include:</p> <p>(1) PPP procuring authorities in UK that can be (a) the central government departments (schedule 1 of the Public Contracts Regulations 2015) or (b) the local government authorities (available in the infrastructure part of the website of Local Partnerships (http://localpartnerships.org.uk/our-work/infrastructure)</p> <p>(2) Further to the implementation of Private Finance 2 ("PF2") in 2012/13, the government has sought to centralize PPP procurement with national level procurement agencies being established for applicable sectors, such as the Education Funding Agency - see https://www.gov.uk/government/organisations/education-funding-agency</p> <p>(3) Different government agencies may carry out their own programs, provided that these are consistent with a standard centralized approach, such as PF2.</p>
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):	Presently one such body is Infrastructure UK (https://www.gov.uk/government/groups/major-projects-authority), which was established to provide commercial support for HM Treasury's approval process, and to support the major infrastructure authority (MPA) (https://www.gov.uk/government/organisations/infrastructure-uk) involving public sector capital, as well as to assist with PFI policy across government. As of 1 January 2016 Infrastructure UK merged with the Major Projects Authority, creating the Infrastructure and Projects Authority, a new body overseeing big government projects, including those procured under the PF2 initiative. In addition, a National Infrastructure Commission was set up on 5 October 2015 as an independent body tasked with enabling long-term strategic decision making "to build effective and efficient infrastructure for the UK".
If yes, what are the main responsibilities of the PPP Unit (check all that apply). PPP regulation.	Yes
PPP policy guidance and capacity building for other public authorities.	Yes
PPP promotion among the public and/or private sectors in national and international forums.	Yes
Technical support in implementing PPP projects.	Yes
Gatekeeping (approval of PPP projects).	Yes
Procurement of PPPs.	No
Oversight of PPP implementation.	Yes
Other	No
please specify:	n/a
Preparation of PPPs	Score: 96
Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Even though the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process, however it really depends on the projects and the departments involved. Power is generally devolved to the departments. As the case study involves a £150 million



	<p>highway project, it is likely the Department of Transport will be the procuring authority, and will require approval from the Infrastructure and Projects Authority before procurement.</p> <p>Our case study project would likely be classified as a "Major Project", defined in the Infrastructure and Projects Authority's guidance (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/61371/major-project-approvals-assurance-guidance.pdf) as "a central Government funded project or programme that requires HM Treasury approval during its life as set out in the Delegated Authority Letters". It also states that a Major Project is a project that (1) would entail contractual commitments to significant levels of spending in the future years which plans have not been set; (2) could set a potentially expensive precedent; and (3) could create pressures leading to a breach in Departmental Expenditure Limits, administration costs limits or Estimate provisions. Therefore, in our case, the project would be subject to Treasury and Cabinet Office scrutiny and approval.</p> <p>Additionally, a "five case model" is set out in HM Treasury's Green Book supplementary guidance on delivering public value from spending proposals is the best practice standard recommended by HM Treasury for use in central Government by Departments and other Government bodies and by all those with responsibility for deciding how public money should best be spent. It takes practitioners through the entire process – starting with the preparation of Strategic Outline Programmes (SOPs), through to the production of Strategic Outline Cases (SOCs), Outline Business Cases (OBCs) and finally production of a Full Business Cases (FBCs) in support of individual schemes is a mandatory part of planning a public sector spending proposal and preparing it for approval</p> <p>The guidance should be understood by all who are either responsible for developing and producing spending proposals or for their assessment and approval; in particular by:</p> <ul style="list-style-type: none">· Senior Responsible Owners (SRO), Programme Directors and Project Managers, with responsibility for successful delivery;· Directors of Finance, procurement and planning, with responsibility for the forward planning of operational aspects of a proposal;· Members of approvals and management boards with strategic responsibility for approving proposals throughout their lifespan. <p>Furthermore, Part 3 (Decision-making process and budgets) of the National Audit Office's briefing paper - The choice of finance for capital investment, March 2015, (available at https://www.nao.org.uk/report/the-choice-of-finance-for-capital-investment) explains how the Government's budget process affects the decisions to use public and private finance for capital investment - it includes an overview of roles and responsibilities and contains a section on value-for-money assessments in respect of capital investment decisions where the use of private finance is under consideration.</p> <p>Finally, the departmental procurement trackers - https://www.gov.uk/government/collections/hmt-pfipf2-business-case-approval-trackers also provides for all the HM Treasury approvals during the process. as well as Cabinet Office, Major Project approval and assurance guidance, April 2011 available at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/179763/major_projects_approvals_assurance_guidance.PDF.pdf)</p>
If yes, is a second approval by the Ministry of Finance or Central Budgetary Authority required before signing the PPP contract?	Yes
If yes, please provide the relevant	A second approval by the Ministry of Finance or Central Budgetary Authority is required in the UK before signing the PPP contract only where the costs or benefits of the project vary by more than



legal/regulatory provisions (if any):	<p>10% post Final Business Case approval, or if the contract terms, for whatever reason, vary significantly from those originally proposed/ approved. In fact, Action 27 of the Green Book Supplementary Guidance (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/469317/green_book_guidance_public_sector_business_cases_2015_update.pdf) provides under: Post FBC approval prior to contract signature, that the FBC must be re-submitted for re-approval if the costs or benefits vary by more than 10% post FBC approval, or if the contract terms, for whatever reason, vary significantly from those agreed.</p> <p>In this context we note that a major project is defined as “a central government-funded project or programme that requires HM Treasury approval during its life”, in other words, it is of sufficient size or complexity, but also incorporates any project deemed novel or contentious which would not otherwise require approval by HM Treasury (e.g. creates an expensive precedent or has significant long-term funding implications). PPPs are therefore captured under this process. Major projects require an "Integrated Assurance and Approval Plan" (IAAP) for validation by both the MPA and HM Treasury at key points in the project cycle. IAAPs should cover both assurance and approvals requirements, and should be proportionate to the nature and stage of each project. The relevant government department, MPA and HM Treasury work together in developing and reviewing draft IAAPs throughout the project cycle.</p> <p>Finally, the departmental procurement trackers - https://www.gov.uk/government/collections/hmtpfipf2-business-case-approval-trackers also provides for all the HM Treasury approvals during the process, showing that a second approval is required, as well as Cabinet Office, Major Project approval and assurance guidance, April 2011 available at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/179763/major_projects_approvals_assurance_guidance.PDF.pdf</p>
Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process?	Yes
If yes, please specify the relevant authority	<p>The Major Project Review Group.</p> <p>In fact, according to PPP Units and related Institutional Framework (http://www.eib.org/epec/resources/publications/epec_uk_england_public_en.pdf): All major projects are approved through one of the following processes, depending on project cost and risk and the department's track record for managing project spending :</p> <ul style="list-style-type: none">o the Major Projects Review Group (chaired by HM Treasury and made up of senior commercial experts from around government);o the HM Treasury Approval Point with panel meetings (chaired by HM Treasury and made up of civil servants); ando the HM Treasury Approval Point without panel meeting (approval given by officials within HM

	<p>Treasury).</p> <p>We also note in this context that a major project is defined as "a central government-funded project or programme that requires HM Treasury approval during its life", in other words, it is of sufficient size or complexity, but also incorporates any project deemed novel or contentious which would not otherwise require approval by HM Treasury (e.g. creates an expensive precedent or has significant long-term funding implications). PPPs are therefore captured under this process (which is aligned with our case study hypo)</p> <p>Additionally, the Cabinet Office, Major Project approval and assurance guidance, April 2011 (available at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/179763/major_projects_approvals_assurance_guidance.PDF.pdf)</p> <p>Major projects require an "Integrated Assurance and Approval Plan" (IAAP) for validation by both the MPA and HM Treasury at key points in the project cycle. IAAPs should cover both assurance and approvals requirements, and should be proportionate to the nature and stage of each project. The relevant government department, MPA and HM Treasury work together in developing and reviewing draft IAAPs throughout the project cycle.</p>
and provide the relevant legal/regulatory provisions (if any):	PPP Units and related Institutional Frameworks: (http://www.eib.org/epec/resources/publications/epec_uk_england_public_en.pdf)
If yes, is a second approval by the same authority required before signing the PPP contract?	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Does the government integrate the prioritization of PPP projects with all other public investment project prioritization? (e.g. in the context of a national public investment system)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	The annual National Infrastructure Plan sets out the government's vision for infrastructure development in the UK and its commitment to invest in infrastructure. Additionally, the National Audit Office's briefing paper - The choice of finance for capital investment, March 2015, (available at https://www.nao.org.uk/report/the-choice-of-finance-for-capital-investment/) provides that: in the 2014 Autumn Statement the government reiterated the importance of infrastructure for economic growth. It stated that it has prioritised capital investment over day-to-day spending and was taking a



	<p>long-term approach, tackling the historic problems of short-term decision-making.² The government (through HM Treasury) has also published and periodically updated a National Infrastructure Plan each year since 2010: https://www.gov.uk/government/collections/national-infrastructure-plan. This plan sets out the long-term requirements for public and private sector investment in economic infrastructure; for example, the 2014 plan contains a pipeline of £327 billion of public and private infrastructure investment planned to 2020-21.³</p> <p>After the 2010 Spending Review, PFI credits and the Projects Review Group were abolished. Departments wishing to support new local authority PFI projects had to prioritize this grant funding from their own budgets - ie they had to consider the economic case of a PFI project and compare this on a like-for-like basis with other calls on their budget (the intention being to create a level playing field for all forms of public procurement). This change ensured that the limited resources available to Departments were focused on spending which provided the best economic return.</p>
If yes, which of the following options best describes the way your government prioritizes PPP projects? (Please select only one). The regulatory framework provides for the inclusion of PPPs in the national public investment system and/or details a specific procedure to ensure the consistency of PPPs with other public investment priorities.	Yes
If yes, please specify:	<p>The Government publishes a National Infrastructure Plan and has just set up a new Infrastructure Commission, both of which are intended to identify and prioritise the delivery of infrastructure and its planning. There is no regulatory framework that describes or prescribes the way the government prioritizes PPP projects, but in practice, the Infrastructure and Projects Authority are responsible for managing public investment of projects</p> <p>PPP/PFI projects are included, alongside publicly financed projects, in government policy documents and the annual National Infrastructure Plan, for example, envisages the use of both to achieve its objectives but such prioritization is not included in any regulatory framework.</p>
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



The regulatory framework does not include any provisions.	No
Other	No
please specify:	n/a
Among the PPP projects procured within the last two (2) years, how many of them were prioritized along with all other public investment projects? Please elaborate:	Most of the projects
Which of the following assessments are conducted when identifying and preparing a PPP? (check all that apply): 10.1. Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the project)	Yes
Relevant legal/regulatory provision (if any)	<p>According to the Greenbook (page 8): (https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-government): The business case in support of a new policy, new strategy, new programme or new project must evidence :</p> <ul style="list-style-type: none">· That the intervention is supported by a compelling case for change that provides holistic fit with other parts of the organisation and public sector – the “strategic case”;· That the intervention represent best public value – the “economic case”;· That the proposed Deal is attractive to the market place, can be procured and is commercially viable – the “commercial case”.
Is there a specific methodology?	Yes
If yes, elaborate.	<p>According to the Greenbook (page 55), Following the identification and measurement of the costs and benefits for each option, it should now be possible to estimate the net present value (NPV) for each option, using the Green Book discount rate – the preferred method of spending appraisal within the public sector.</p> <p>This section is concerned with compiling the economic appraisals for the short listed options – including the ‘do nothing’ or ‘do minimum’ in their most basic format. Guidance is given on the following:</p> <ul style="list-style-type: none">· methods for option appraisal;· discounting in the public sector;· calculating the NPV;

	<ul style="list-style-type: none"> · the equivalent annual cost (EAC); · required rates of return and pricing rules; · the treatment of PPP (PFI) schemes, if applicable; · tax differentials. <p>Under Methods for spending appraisal, we read:</p> <p>There are two main schools of thought for evaluating the performance of a project, namely the ‘accounting method’ and ‘economics method’.</p> <p>The accounting method focuses on liquidity/pay back period and profitability; whereas the economics method focuses on welfare maximisation, resource allocation and considerations of risk and uncertainty.</p> <p>The two main economics methods are NPV and the internal rate of return. The recommended approach within the public sector is to calculate the NPV, which is the sum of discounted costs and benefits.</p> <p>The Infrastructure and Projects Authority will review by using at least one of: (1) the Starting Gate review; (2) OGC Gatweay Review 1; and (3) Project Assessment Review</p>
Affordability assessment, including the identification of the required long term public commitments (explicit and implicit)	Yes
Relevant legal/regulatory provision (if any)	According to the Greenbook (page 8): (https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-government): The business case in support of a new policy, new strategy, new programme or new project must evidence :[...] · That the proposed spend is affordable – the “financial case”; · That what is required from all parties is achievable – “the management case”.
Is there a specific methodology?	Yes
If yes, elaborate	Step 6 of the Greenbook (ascertaining affordability and funding requirement) provides that The purpose of this step is to ascertain the affordability and funding requirements of the preferred option, in relation to the other short-listed options; and to demonstrate that the recommended deal is affordable. In practice, this involves determining: <ul style="list-style-type: none"> · the financial profile of each of the short-listed options; · the impact of the proposed deal – its capital and revenue consequences – on the organisation’s prices (if any), income and expenditure account and balance sheet.
Risk identification, allocation and assessment (risk matrix)	Yes
Relevant legal/regulatory provision (if any)	According to the Greenbook (page 8): Policies, strategies, programmes and projects will only achieve their spending objectives and deliver benefits if they have been scoped robustly and planned realistically from the outset and the associated risks taken into account. Additionally, page 11 reads: The case for change must be based on a rigorous assessment of the issues (business needs) associated with the status quo (existing arrangements) and the potential scope of the proposed spend in relation to the anticipated benefits and potential risks; and (page 13), the commercial case should contain, among others, a risk transfer... Also, Annex 4 of the Green Book titled Risk and



	uncertainty treats the following subjects: Risk management (page 79); Transferring risk (page 82); ...; Irreversible risk (page 88) and the cost of variability in outcomes
Is there a specific methodology?	Yes
If yes, elaborate	<p>Page 88 of the Greenbook reads: The following financial statements are required for all projects: · a budget statement, which should be based on resource accounting and budgeting (RAB) principles, and show the resource costs over the life time of the proposal. For strategic initiatives, the budget will often comprise the forecast RAB financial statements of the whole organisation over a number of years; · a cash flow statement, which should show the cash which will be spent on the lead option, if it goes ahead. The existing spend (if any) and the additional spend should be shown separately; · a funding statement, which should show which internal departments, partners and external organisations will provide the resources required. Where external funding is required, a written statement of support from the project's stakeholders or commissioners is needed. The above should include the contingencies (in £s) necessary to ensure that there is sufficient financial cover for risks and uncertainties.</p> <p>Additionally, HM Treasury's Standardisation of PF2 Contracts (December 2012) at https://www.gov.uk/government/publications/private-finance-2-pf2, sets out the approach to allocating risks between public and private sector parties in PF2 PPP projects using Government developed contractual guidance (SoPC4 and PF2)</p>
Financial viability or bankability assessment.	Yes
Relevant legal/regulatory provision (if any)	Section 1.3 of the GreenBook provides that it describes how the economic, financial, social and environmental assessments of a policy, programme or project should be combined. Also, Section 2.19 provides that for individual assessments, consideration needs to be given at the outset to: <input type="checkbox"/> The availability and cost of financial and specialist resources that may be needed; <input type="checkbox"/> The possible need for quality assurance, for example, by academic experts and service providers; <input type="checkbox"/> How the findings are to be disseminated (e.g. publication of assessments; dissemination via web sites, etc); <input type="checkbox"/> The possibility of deferring a proposal pending further research; and, <input type="checkbox"/> Establishing a project plan for the assessment, setting out key milestones, resources and work streams. Additionally, Section 2.25 provides that proposals need to be affordable, and an affordable financial plan needs to be developed. Finally, Section 6.10 provides that the affordability of options should always be considered when developing and selecting options. In addition to the analysis of economic costs and benefits, appraisals usually need three major financial statements, at least for the lead options: <input type="checkbox"/> A budget statement. This should be based on resource accounting and budgeting (RAB) principles, and show the resource costs over the lifetime of the proposal. For strategic initiatives, the budget will often comprise the forecast RAB financial statements of a whole organisation over a number of years. <input type="checkbox"/> A cashflow statement. This should show the additional cash that will be spent on the lead option if it goes ahead. <input type="checkbox"/> A funding statement. This should show which internal departments, partners and external organisations would provide the resources (and in some cases cash) required.
Is there a specific methodology?	Yes
If yes, elaborate	Section 6.10 of the GreenBook provides that the affordability of options should always be considered when developing and selecting options. In addition to the analysis of economic costs and benefits, appraisals usually need three major financial statements, at least for the lead options: <input type="checkbox"/> A budget statement. This should be based on resource accounting and budgeting (RAB) principles, and show the resource costs over the lifetime of the proposal. For strategic initiatives, the budget will often



	comprise the forecast RAB financial statements of a whole organisation over a number of years. <input checked="" type="checkbox"/> A cashflow statement. This should show the additional cash that will be spent on the lead option if it goes ahead. <input checked="" type="checkbox"/> A funding statement. This should show which internal departments, partners and external organisations would provide the resources (and in some cases cash) required.
Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives	Yes
Relevant legal/regulatory provision (if any)	<p>Assessment is conducted using the Infrastructure and Projects Authority approval process. This includes undertaking project appraisals for value for money in accordance with Chapter 5 (Appraising the options) of the Green Book (https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-governent). In fact, Chapter 5 – (Option Appraisal) provides:</p> <p>2.8 The third step is to carry out an option appraisal. This is often the most significant part of the analysis. Initially a wide range of options should be created and reviewed. This helps to set the parameters of an appropriate solution. A shortlist may then be created to keep the process manageable, by applying the techniques summarised below to high level estimates or summary data. The ‘do minimum’ option should always be carried forward in the shortlist, to act as a check against more interventionist action.</p> <p>2.9 Each option is then appraised by establishing a Base Case. This is the best estimate of its costs and benefits. These estimates can then be adjusted by considering different scenarios, or the option’s sensitivity to changes can be modelled by changing key variables. More fully, the appraisal may develop as follows: (1) Identify and value the costs of each option. (2) Identify and value the benefits of each option. (3) If required, adjust the valued costs and benefits for: (4) Distributional impacts (the effects of proposals on different sections of society); (5) Relative price movements. (6) Adjust for the timing of the incidence of costs and benefits by discounting them, to obtain their present values. (7) If necessary, adjust for material differences in tax between options. (8) Adjust for risk and optimism to provide the Base Case, and consider the impacts of changes in key variables and of different future scenarios on the Base Case. (9) Consider unvalued impacts (both costs and benefits), using weighting and scoring techniques if appropriate.</p>
Is there a specific methodology?	Yes
If yes, elaborate	<p>PPP project appraisal and selection of procurement method is based on value for money considerations. Different organisations will rely on different methodologies. The Monte Carlo simulation technique is often applied to numerically assess overall project risks. This framework can help both public and private sectors identify critical risk sources, measure the overall project risks and determine measures to help secure the financial reliability of a project. Based on their individual interpretation of risk analysis results, investors can evaluate financial risks of PPP projects and set investment decision criteria accordingly.</p> <p>In general, the methodology is conducted using the Infrastructure and Projects Authority approval process. This includes the methodology in Chapter 5 (Appraising the options) of the Green Book stating: 2.9 Each option is then appraised by establishing a Base Case1. This is the best estimate of its costs and benefits. These estimates can then be adjusted by considering different scenarios, or the option’s sensitivity to changes can be modelled by changing key variables. More fully, the appraisal</p>



	may develop as follows: (1) Identify and value the costs of each option. (2) Identify and value the benefits of each option. (3) If required, adjust the valued costs and benefits for: (4) Distributional impacts (the effects of proposals on different sections of society); (5) Relative price movements. (6) Adjust for the timing of the incidence of costs and benefits by discounting them, to obtain their present values. (7) If necessary, adjust for material differences in tax between options. (8) Adjust for risk and optimism to provide the Base Case, and consider the impacts of changes in key variables and of different future scenarios on the Base Case. (9) Consider unvalued impacts (both costs and benefits), using weighting and scoring techniques if appropriate.
Market assessment (showing evidence of enough interest in the market for the project)	Yes
Relevant legal/regulatory provision (if any)	The Green Book provides guidance on the importance of market assessment. This comes in the form of assessing whether the project will be value for money and if there is an identifiable need for the project (Chapter 3 – Justifying Action). This will cover assessing market interest. In fact, paragraph 3.4 – (Carrying out research) provides that: The first step in appraisal is usually to carry out research, to identify the scope of the issues involved and the basis for government action. The research may cover the following: <input type="checkbox"/> The result if nothing changed, or if there was minimal change; <input type="checkbox"/> The market situation (e.g. cause of any market failure, employment levels); <input type="checkbox"/> Current and projected trends and published forecasts (e.g. population, services volume, demand, relative prices and costs); <input type="checkbox"/> Potential beneficiaries (and those who may be disadvantaged); <input type="checkbox"/> Technological developments; and, <input type="checkbox"/> Whether the problem to be addressed changes in scope or magnitude over time e.g., effects can multiply over generations.
Is there a specific methodology?	No
If yes, elaborate	n/a
Among the PPP projects procured within the last two (2) years, for how many of them were all of the required assessments conducted? Please elaborate:	All of the projects
Does the procuring authority include a draft PPP contract in the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Regulation 53(1) of the Public Contracts Regulations, 2015 (SI 2015/102) ("PCRs") requires all procurement documents (including contract terms) to be made available electronically to bidders from the time a project is advertised in the EU Official Journal. This is generally considered not to be practicable where a negotiated or competitive dialogue procurement procedure is being followed.



	However "Procurement documents" include proposed conditions of contract, which would be a draft PPP contract. It also includes any document produced or referred to by the procuring authority to describe or determine elements of the procurement or the procedure, including the contract notice, technical specifications and descriptive document. Therefore, where standard contract drafting is available, for example Standardisation of PF2 contracts or Crown Commercial Service standard contracts, these will be included for bidders in the Request for Proposals.
If no, please elaborate (provide examples):	n/a
Have standardized PPP model contracts and/or transaction documents been developed?	Yes
If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:	The current standard form Project / Concession Agreements for PPPs applicable in England (Wales and Northern Ireland) are: (1) A standardization of PF2 contracts which will be used as the basis for all PF2 PPP contracts produced by the Treasury: (https://www.gov.uk/government/publications/private-finance-2-pf2) (2) Sector specific standard project agreements developed by Local Partnerships (previously known as 4Ps), on behalf of government departments (because the form of contract is dependent on the industry sector) are found on the Local Partnerships' website that contains a portal to local authority sector specific guidance and 'Standardisation of PFI Contracts': (http://localpartnerships.org.uk/). It should be noted that in many sectors, the model contracts include the full suite of contractual documents necessary for implementing the PPP structure. Examples of PPP model contracts include: o Ministry of Defence Project Agreement - see https://www.gov.uk/government/publications/mod-private-finance-initiative-pfi-project-agreement-pa ; and o Department for the Environment, Food & Rural Affairs: Waste Infrastructure Delivery Programme - Residual Waste Treatment Contract: http://www.defra.gov.uk/environment/economy/waste/widp/ .
Does the procuring authority obtain the permits necessary to develop and operate the PPP project before calling for tenders in any of the following areas? Environmental permits.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Urban and zoning permits.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a

Other permits.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Does the procuring authority make available to PPPCo the necessary land or right of way to develop the PPP project (if any)? Land	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Practice
If no, please elaborate (provide explanation):	n/a
Does the procuring authority make available to PPPCo the necessary land or right of way to develop the PPP project (if any)? Right of way	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Practice
If no, please elaborate (provide explanation):	n/a
Does the regulatory framework establish any exceptions where the preparation process described above does not apply or allows for a "fast track" procedure?	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
What is the average number of calendar days that the	150

procuring authority spends on each of the following activities to prepare a PPP project? Conducting the required assessments:	
Obtaining the required approvals from other relevant authorities:	75
Preparing the draft PPP contract:	60
Obtaining any permits, land and/or right of way that the procuring authority must provide according to the regulatory framework:	317
PPP Procurement	Score: 85
Are the bid evaluation committee members required to meet specific qualifications?	No
If yes, please specify and provide the relevant legal/regulatory provisions (if any)	n/a
If no, please elaborate (provide examples):	The framework does not require specific qualifications that the bid evaluation committee members have to meet. However, it does contain rules on as to what the bid evaluation committee members are supposed to do, and they will be selected based on relevant expertise and will be given evaluation roles based on expertise accordingly. In practice, the committee will usually be either made up of individuals with a financial and legal background, or will be procurement professionals who are in turn, advised by financial and legal professionals.
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	No



required and/or the specific membership of the bid evaluation committee.	
If yes, please specify:	n/a
The regulatory framework requires generally sufficient qualification without detailing the specific qualifications required to be a member of the bid evaluation committee.	No
The regulatory framework does not include any provisions.	No
Other	No
please specify:	n/a
Does the procuring authority issue a public procurement notice of the PPP?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	Under the Greenbook Guidance (page 76), we read that Contracts covered by the Regulations must generally be the subject of a call for competition by publishing a contract note in the Official Journal of the EU (OJEU). Use of the standard forms for OJEU notices - contract notice or contract award notice - is mandatory.
If yes, is the public procurement notice published online?	Yes
If yes, please specify the website:	Under the PCR's, all public contracts in relation with UK (and EU) which exceed a relevant threshold (currently £4,104,394) (http://www.ojeu.eu/thresholds.aspx), and are not expressly excluded, procurement notices must follow the standard form required by EU law, and they are issued in The Official Journal of the European Union (OJEU), published on Tenders Electronic Daily (TED). In fact, PPP procurement procedures must comply with European Union law requiring issuance and publication of a tender notice. Such advertising requirement is set out in the following relevant UK implementing procurement legislation: (i) Public Contracts Regulations 2015, Sections 51 and 52 ("PCR'15") (ii) Utilities Contracts Regulations 2006 (to be replaced by Utilities Contracts Regulations, 2016 - in force by 18 April 2016) (iii) Concessions Contracts Regulations, 2016 - in force by 18 April 2016; not yet in force. (iv) Defence and Security Public Contracts Regulations 2011 (v) Single Source Contract Regulations 2014



	<p>Therefore, we understand that tender notices must be published in the Official Journal of the European Union (OJEU), which is the gazette of record for the European Union, where projects have a value greater than the specified financial threshold (currently £4,104,394) , and follow the standard form required by EU law. For below threshold projects, European case law states that an advertisement must be made if the project would generate "cross border interest" within the European Union. Projects in England, Wales and Northern Ireland (save for those which relate to devolved responsibilities) whether they have a contract value above or below the EU financial thresholds must also advertise on the Government's Contracts Finder (https://www.gov.uk/contracts-finder) service (Part IV, Public Contracts Regulations, 2015).</p> <p>Note: For below threshold projects, European case law states that an advertisement must be made if the project would generate "cross border interest" within the European Union. Projects in England, Wales and Northern Ireland (save for those which relate to devolved responsibilities) whether they have a contract value above or below the EU financial thresholds must also advertise on the Government's Contracts Finder (https://www.gov.uk/contracts-finder) service (Part IV, Public Contracts Regulations, 2015)</p>
Does the procuring authority grant the potential bidders a minimum period of time to submit their bids?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>The minimum period of time that the procuring authority grants the potential bidders to submit their bids depends on EU Procurement Directive being followed. In practice, Minimum time limits will apply depending on the procurement process chosen pursuant to the EU procurement rules. There are different minimum periods for different circumstances, although the tender documents are likely to give bidders a longer period (than such minimum). This is particularly true for PPPs, because these projects often involve substantial and detailed work (on the part of the bidder) in order to comply with the bid requirements under the tender, this is reflected in the time periods/timetable set out in tender documents (which far exceed any minimum period).</p> <p>In general, the minimum period of time granted to bidders to submit their bids is 35 days if using Open Procedure and 30 days in Restricted Procedure and Competitive Dialogue.</p> <p>Note: Competitive procedure with negotiation = 30 days from the date on which the invitation is sent (this can be limited to 10 days if certain criteria is fulfilled) (Regulation 29(5)). Competitive dialogue = 30 days from the date on which the contract notice was sent (Regulation 30(2)).</p> <p>In our case, we will adopt the minimum time provided to bidders when an open procedure is used: 35 days</p>
and the time in calendar days :	35
Do the tender documents detail the stages of the procurement process?	Yes
If yes, please provide the relevant	Generally, the tender documents will set out in detail the stages of the procurement process. In fact, Public sector PPP projects generally follow (1) the Competitive Dialogue procedure with negotiation:



legal/regulatory provisions (if any):	the documents must (i) identify the subject matter of the procurement by providing a description of their needs and the characteristics required of the supplies, works or services to be procured; (ii) indicate which elements of the description define the minimum requirements to be met by all tenders; and (iii) specify the contract award criteria or (2) where there is more certainty as to what is being procured, the Restricted Procedure set out in PCR'15.
If no, please elaborate (provide examples):	n/a
Does the procurement process include a pre-qualification stage to select a number of qualified bidders to present the full proposal?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Section 27 of the Greenbook Guidance reflects the procurement strategy, route and evaluation criteria set out in the OBC. Any changes should be explained. It should list the service providers who expressed interest at the prequalification stage and the reasons for their rejection, where applicable. It should also record the reasons for carrying forward and rejecting potential service providers from the long list to the short list stage.</p> <p>Additionally, for competitive procedure with negotiation PCR Regulations 29(11) 28 and 30: provide that economic operators need to provide information for qualitative selection in order to be qualified bidders. These sections also provide for minimum time limits for receipt of requests to participate from potential bidders. R29(11) and 30(3) read as follows: "Only those economic operators invited by the contracting authority following its assessment of the information provided may submit an initial tender which shall be the basis for the subsequent negotiations." Furthermore, Regulations 56-66 of PCR'15 set out the criteria against which bidders' capacity and financial standing should be evaluated, and grounds on which they can be excluded from the procurement process.</p> <p>And finally, HM Treasury's Procurement Policy Note 08/14 provides a standard form pre-qualification questionnaire and guidance on how it should be used - https://www.gov.uk/government/publications/procurement-policy-note-0814-use-of-pre-qualification-questionnaires.</p>
If yes, do the tender documents specify the prequalification criteria in order to make them available to all of the bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	PCRs. Regulations 29(2) and 30(1) for competitive procedure with negotiation and competitive dialogue respectively provide: R29(2):" In the procurement documents, contracting authorities shall—(a) identify the subject-matter of the procurement by providing a description of their needs and the characteristics required of the supplies, works or services to be procured, (b) indicate which elements of the description define the minimum requirements to be met by all tenders, and (c) specify the contract award criteria" R30(1): "In competitive dialogues, any economic operator may submit a request to participate in response to a contract notice by providing the information for qualitative selection that is requested



	<p>by the contracting authority". Therefore, the pre-qualification criteria are likely to be set out in the invitation to tender (or equivalent tender documents), rather than being determined by any regulatory framework.</p> <p>We should also mention that the regulatory framework may establish restrictions on the pre-qualification criteria that may be imposed on bidders by a procuring authority. For example, Regulation 23(4) of the Defence Contracts Regulations sets out the discretionary grounds under which the procuring authority may exclude a bidder or declare them ineligible (at pre-qualification stage). These include:</p> <ul style="list-style-type: none">o criminal offences relating to the conduct of the economic operator's business or profession;o grave professional misconduct, including, for example, breaches of obligations during a previous contract; ando evidence of risks to the security of the United Kingdom.
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	All of the projects
Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>This available option for bidders is based on government guidelines: The standard operating procedures - http://www.pfc.uk.com/phocadownloadpap/government%20sourcing%20-%20a%20new%20approach%20using%20lean.pdf</p> <p>Bidders will generally be given the right to submit questions (eg requests for clarification) to the procuring authority, which may only apply after the pre-qualification stage of the procurement. The process and any restrictions will be set out in the tender documents. (such as deadlines for questions submission/ form of such questions and the process to submit them (eg via uploading the question to an electronic portal).</p> <p>Furthermore, Regulation 29(16) (competitive procedure with negotiation) and Regulation 30(8) (competitive dialogue) PCRs. The competitive authority has to provide information to the tenderers in a way that is not discriminatory, and it must open a dialogue to discuss all aspects of the procurement, with a final aim to identify and define the best suited means to satisfying their needs</p>
If yes, does the procuring authority disclose those	Yes



questions and clarifications to all of the potential bidders?	
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>UK follows EU directives. The procuring authority has the discretion as to how it responds, but it must do so in a way which complies with the broad principles set out in the Treaty on the Functioning of the European Union (TFEU) - transparency, non-discrimination and proportionality. Additionally, Article 18 PCR 2015 provides that (1) Contracting authorities shall treat economic operators equally and without discrimination and shall act in a transparent and proportionate manner.</p> <p>Finally, the procuring authority will reserve the right to disclose all questions to all bidders unless they are confidential in nature. The bidders will be given an opportunity to identify questions they consider to be confidential (when submitted to the authority) and will be required to provide reasons for this assertion. The tender documents will set out the process for the authority to respond to such questions (but, generally, the tender documents will reserve the right for the authority to make the final decision on whether the particular question is in fact confidential). If the procuring authority disagrees with the bidder (ie determines the question is not confidential), then the tender process may require the authority to go back to the relevant bidder and ask that it re-submit the questions (as non-confidential). This gives the relevant bidder an opportunity to withdraw the question if it does not want the risk of the procuring authority disclosing this question to the other bidders.</p>
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:	All of the projects
Besides questions and clarifications, can the procuring authority conduct other types of dialogue with the potential bidders?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	<p>The procuring authority conducts other types of dialogue (besides answers and clarifications) with potential bidders when an alternative procurement method, such as a Competitive Dialogue Process or a Restricted Procedure. (Not under Open Procedure).</p> <p>In fact, under Regulation 30 PCR'15 : When using the Competitive Dialogue, the procuring authority will divide the procurement process into a number of phases to enable discussion of solutions proposed by shortlisted bidders, and to down-select based on specified award criteria. During the dialogue phase, procuring authorities are subject to a duty not to disclose proposed solutions to</p>



	<p>other bidders, or provide information in a discriminatory way. At the end of the dialogue phase remaining bidders are asked to submit their final tenders. Those tenders can be "clarified, specified and optimised" by the procuring authority, provided that "essential aspects" of the tenders are not changed, such that the changes would "distort competition or have a discriminatory effect". Having identified the successful bidder, the procuring authority can negotiate "to confirm financial commitments or other terms contained in the tender" provided that does not have the effect of "materially modifying essential aspects of the tender", distorting competition or causing discrimination.</p> <p>(3) Also, should the procuring authority follow the Competitive Procedure with Negotiation pursuant to regulation 29 of PCR'15, similar rules apply - the procuring authority can negotiate "the initial and all subsequent tenders ... except for the final tender, to improve their content."</p>
If yes, does the procuring authority disclose the content and the results of the dialogue to all of the potential bidders?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Regulation 30 PCR'15 provides that when using the Competitive Dialogue, the procuring authorities are subject to a duty not to disclose proposed solutions to other bidders, or provide information in a discriminatory way: therefore in accordance with the general principles of fairness and transparency, the procuring authority will have to disclose the information it provided equally to all potential bidders by issuing to all bidders a summary following the conclusion of the dialogue meetings. (We add, concerning the duty to respect confidentiality, that Regulations 18 PCR 2015, 29(17) and 30(10) of the PCRs state that contracting authorities must not reveal to the other participants solutions proposed or other confidential information communicated by a candidate or tenderer participating in the dialogue without its agreement.
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:	Most of the projects
Does the procuring authority require the bidders to prepare and present a financial model with their proposals ?	Yes



If yes, please provide the relevant legal/regulatory provisions (if any):	Practice
If no, please elaborate (provide examples):	n/a
Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Regulations 58, 67-68 PCR'15 sets out a non-exhaustive list of award criteria and provide that the down selection of bidders and final award of the contract must be made in accordance with award criteria and sub-criteria set out in the procurement documents.
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:	All of the projects
In the case where only one proposal is submitted (sole proposals), does the procuring authority follow any special procedure before awarding the PPP?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Article 18 of PCR15 provides that—(1) Contracting authorities shall treat economic operators equally and without discrimination and shall act in a transparent and proportionate manner. (2) The design of the procurement shall not be made with the intention of excluding it from the scope of this Part or of artificially narrowing competition. (3) For that purpose, competition shall be considered to be artificially narrowed where the design of the procurement is made with the intention of unduly favouring or disadvantaging certain economic operators. Therefore, competition and achievement of value for money need to be respected. In the case of a sole bidder, the procurement process will not be automatically stopped, but other steps need to be taken to secure the above mentioned goals; In fact, HM Treasury's guidance on competitive dialogue (page 26) (https://www.google.co.uk/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&cad=rja&uact=8&ved=0)



	ahUKEwiB5Yqgid7KAhXK6xQKHSCCECC8QFgg!MAA&url=https%3A%2F%2Fwww.gov.uk%2Fgovernme nt%2Fuploads%2Fsystem%2Fuploads%2Fattachment_data%2Ffile%2F225317%2F02_competitive_di alogue_procedure.pdf&usg=AFQjCNEUJTCC30oXC1g3OIZTqvgxxtex-g&sig2=k9cqe-iijoWKabrz) provides that in case of a sole proposal, the contracting authority will have to carry out a thorough review before deciding the way forward.
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.	Yes
Please specify:	HM Treasury's guidance on competitive dialogue (page 26) provides that in case of single proposals, the contracting authority should carry out a thorough review before deciding on the way forward. If it decides that it is not possible to take appropriate additional action to secure value for money, the procurement should be halted. In considering whether the procurement should continue, the reason for the market failure should be examined closely. If the failure is due to systemic problems in the market, an alternative procurement route would not resolve it. In this case, the procuring authority would probably want to consider if it can protect its position while allowing the procurement to continue. Alternatively, the failure of the competition can be due to (1) concerns in the bidding community about the contracting authority's commitments to the project, or the skills and experience of its team; (2) bidders found that they were shortlisted for too many projects, and decided to withdraw from some... Each case should be considered on its merits, but there are general principles that should be followed: (1) If the market failure occurs early on in the procurement process, the procurement should be halted unless there are systemic market failures that would equally affect the alternative. (2) Where failure occurs when the process is mature, ... the contracting authority should consider the strengths and quality of the remaining, or only credible bid, and consider the extent to which the competition up to that stage has been able to drive out and demonstrate value for money; and (3) if a contracting authority considers it appropriate to continue with a single bidder, it should ensure that there is transparent competition in the bidder's supply chain. Benchmarking is not an adequate alternative to market testing. If the bidder would not agree to market testing its subcontracts, the procurement is unlikely to deliver value for money and should be halted.
The regulatory framework considers sole proposals valid as long as they meet the conditions	No



outlined in the tender documents.	
The regulatory framework does not allow the award of a PPP contract if only one proposal is submitted.	No
The regulatory framework does not include any provisions.	No
Other	No
please specify:	n/a
In practice, what is the average number of calendar days between the initial publication of the PPP public procurement notice and the award of the PPP? Number of calendar days:	377
Does the procuring authority publish the award notice?	Yes
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	(1) Regulation 50 PCRs. provides that the procuring authorities must send a standard form contract award notice for publication in the Official Journal of the European Union (OJEU), within 30 days after the award of the contract. (2) Also under PCR 2015 (R 106 and 108), a range of new transparency obligations have been imposed on all contracting authorities (with a few exceptions) covering contracts not within the scope of all the formal advertising and award obligations. This includes a requirement that any new procurement opportunities, above certain thresholds (ie £10,000 contract value for Central Government and £25,000 contract value for non Central Government contracting authorities) will be published. (3) Contracts Finder portal (established by UK government) where contract award information relating to the winning contractor will also be published.
If yes, is the public procurement award notice published online?	Yes
If yes, please specify the website:	https://www.gov.uk/contracts-finder http://simap.europa.eu/enotices/changeLanguage.do?language=en
Does the procuring authority provide all the bidders with the	Yes



result of the PPP procurement process?	
If yes, please provide the relevant legal/regulatory provisions (if any):	(1) Regulation 55 of PCRS provides that, (unless the release of information would cause prejudice to a legitimate right, or would impede law enforcement or otherwise be contrary to the public interest), Contracting authorities shall as soon as possible inform each candidate and tenderer of decisions reached concerning the conclusion of a framework agreement, the award of a contract or admittance to a dynamic purchasing system, including the grounds for any decision (2) Pursuant to regulations 86 and 87 PCR'15, on selection of the final bidder, the procuring authority must provide information to unsuccessful bidders stating the name of the successful bidder and explaining the characteristics and relative advantages of the successful tender. (Also, bidders have a standstill period of at least 10 days to challenge the award)
If no, please elaborate (provide examples):	n/a
If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	(1) Regulation 55 of the PCRs provides that the contracting authorities shall as soon as possible inform each bidder of decisions reached concerning the conclusion of a framework agreement, the award of a contract or admittance to a dynamic purchasing system, including the grounds for any decision—The contracting authorities also need to inform unsuccessful tenderers (upon their request) of the reasons for the rejection of their tenders (2) Regulation 86 PCR'15 requires the procuring authority to issue a notice to all unsuccessful bidders , setting out the criteria against which bids were evaluated, the "characteristics and relative advantages" of the winning bid... (it also includes the name of the winning bidder and the date on which the required "standstill period" will end).
Does the regulatory framework restrict or regulate in any way negotiations with the selected bidder between the award and the signature of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions:	(1) Regulation 86 PCR'15 provides for a restriction on the signature of the PPP contract with the winning bidder during the standstill period (where unsuccessful bidders have the opportunity to challenge the procurement process if they judge it to be improperly conducted). (2) Regulation 30 PCR'15 provides that once the successful bidder is identified, the procuring



	authority can negotiate "to confirm financial commitments or other terms contained in the tender" provided that it does not have the effect of "materially modifying essential aspects of the tender", distorting competition or causing discrimination. Therefore, the negotiations (and any changes to the contract) should be to clarify, specify and fine tune the PPP contract, and they may not be used to substantially amend the contract.
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:	Most of the projects
Does the procuring authority publish the PPP contract?	No
If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):	n/a
If yes, is it published online?	n/a
If yes, please specify the website:	n/a
Does the regulatory framework establish any exceptions where the procurement process described above does not apply or allows for a "fast track" procedure?	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Regulations 7 - 17 PCR'15 set out contracts which are excluded from the regulatory framework - examples include: (i) contracts regulated by the utilities procurement regime, (ii) contracts caught by the separate defence regime, (iii) certain contracts for legal services, (iv) contracts between related/"in-house" public entities, (v) land contracts, broadcasting time/programme provision contracts.</p> <p>(2) In addition a contract can be directly awarded to a single contractor without advertising the opportunity to the wider market, in the circumstances listed in regulation 32 PCR'15 - examples include: (i)where works or services can be provided only by a particular economic operator to protect exclusive rights, such as intellectual property rights, (ii) where products are to be supplied</p>

	exclusively for research purposes, (iii) where supplies or services can be procured on particularly advantageous terms from an organisation which is in the process of being wound up or other similar administrative procedure. (The only requirement for a direct award is for the contract award notice to be published in OJEU, without application of all the other procurement process rules)
Unsolicited proposals	Score: USP not regulated
Does the regulatory framework allow for the submission of unsolicited proposals? (if no, skip to section F)	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
If yes, please specify, to the best of your knowledge, the percentage of PPP investments in your country approved as unsolicited proposals during the last five (5) years:	n/a
Does the procuring authority conduct an assessment to evaluate unsolicited proposals?	n/a
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
If yes, does it ensure that the unsolicited proposal is consistent with the existing government priorities?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
If yes, which of the following options best describes how unsolicited	n/a



<p>proposals are evaluated against existing government priorities? (Please select only one).</p> <p>The regulatory framework details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</p>	
If yes, please specify:	n/a
The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.	n/a
The regulatory framework does not include any provisions.	n/a
Other please specify:	n/a
Among the unsolicited proposals approved within the last two (2) years, how many of them were a part of the existing government priorities? Please elaborate:	n/a
Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?	n/a
If yes, please provide the relevant	n/a

legal/regulatory provisions (if any):	
Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
and the time in calendar days:	n/a
Does the procuring authority use any of the following mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer.	n/a
Developer's fee (reimbursing the original proponent for the project development cost).	n/a
Bid bonus.	n/a
Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).	n/a
Other	n/a
please specify:	n/a
Please provide the relevant legal/regulatory provisions (if any):	n/a
PPP Contract Management	Score: 82
Has the procuring or contract	Yes



management authority established a system to manage the implementation of the PPP contract?	
If yes, please provide the relevant legal/regulatory provisions (if any)	PPP Projects are negotiated on the basis of Standardisation of PFI Contracts or Standardisation of PF2 contracts, and will follow the guidance set out in those publications. In this context, Performance mechanisms linked to payment and monitoring exist in most PPP projects following Section 20 of PF2 that sets out guidance on structuring payment mechanisms and their subsequent monitoring. Furthermore, Section 20.1.3 provides guidance on how to put successful project management procedures in place: it requires the Authority to have a contract management team and recommends that they should be brought into the procurement process prior to Financial Close.
If yes, which of the following tools does it include (check all that apply)? Establishment of a PPP contract management team.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Section 20.1.3 of PF2 provides guidance on how to put successful project management procedures in place: it requires the Authority to have a contract management team, which should be considered at the Project planning stage and during procurement. There must be adequate resourcing of suitably-qualified staff during the Project's operational phase. The individuals or groups who will be involved in contract management should be brought into the procurement process prior to Financial Close.
Participation of the members of the PPP contract management team in the PPP procurement process.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Section 20.4.1 of PF2 provides: A key issue is who will do the monitoring – the Authority, the Contractor, a partnership between the two or a third party. Additionally, the Greenbook Guidance (page 96) provides that PRINCE 2 (which is a recognised project management in the UK) methodologies covers the project life cycle from start-up to closure. It provides a number of mechanisms and reporting arrangements to ensure project planning and monitoring are carried out rigorously. It is based on the following key principles and should be used on all occasions: · a project is a finite process with definite start and end dates; · a project always needs to be managed in order to be successful (by a qualified PRINCE practitioner: the project manager and contract management team)...
Possibility to consult with PPP procurement experts when managing the PPP contract.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Practice

Elaboration of a PPP implementation manual or an equivalent document.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Other	No
please specify:	n/a
If there is a contract management team, in how many of the PPP projects procured within the last two (2) years did the management system and tools fully inform the contact management team? Please elaborate:	All of the projects
Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Section 20.2 of PF2 Guidance and standard contracts -recommends a substantial element of monitoring by the Contractor, subject to periodic Authority audits.</p> <ul style="list-style-type: none"> - HM Treasury publishes an annual report detailing full project and financial information on all projects where Government is a shareholder. - HM Treasury publishes a business case approval tracker on the Treasury website providing a status update on the progress of projects. - HM Treasury publishes information on current PFI and future PF2 projects, and on the infrastructure and construction pipeline.
If yes, which of the following tools does it include (check all that apply)? PPPCo must provide the procuring or contract management authority with periodic operational and financial data.	Yes

If yes, please provide the relevant legal/regulatory provisions (if any):	Practice
The procuring or contract management authority must periodically gather information on the performance of the PPP contract.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Section 20.2 of PF2 Guidance and standard contracts -recommends a substantial element of monitoring by the Contractor, subject to periodic Authority audits.
The procuring or contract management authority must establish a risk mitigation mechanism.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract performance information must be available to the public.	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
Other	No
please specify:	n/a
Is PPP contract performance information publicly available online?	No
If yes, please specify the website:	n/a
Does the regulatory framework expressly regulate a change in the structure (i.e. stakeholder composition) of PPPCo?	Yes



If yes, please provide the relevant legal/regulatory provisions:	(1) Required contract drafting set out in section 6 of Standardisation of PF2 contracts - December 2012 (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/207383/infrastructure_standardisation_of_contracts_051212.PDF) requires PPPCo to notify the authority of any change in ownership of its share capital. The authority cannot restrict any change in the composition of PPPCo's shareholders save where it is concerned that the original shareholders may leave the project before all their equity commitments have been fulfilled, and/or for policy reasons - (for example, an authority may not wish to have tobacco companies holding shares in PPP school projects). (2) Regulation 72 PCR'15 sets out the circumstances in which changes made to public contracts might be considered to be substantial such that they should be readvertised as a new contract.
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).	Yes
If yes, please provide the relevant legal/regulatory provisions:	Section 6 of Standardisation of PF2 Contracts allows for a "lock-in" (which is an arrangement according to which a person or company is obliged to deal only with a specific company) expiring generally no later than the end of any defects liability period.
In case of a change affecting the controlling interest, the replacing entity must meet the same technical qualifications as the original operator.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Regulation 72(1)(d) requires any replacement contractor to fulfil the selection criteria which bidders in the original procurement procedure were required to fulfil.
Flexibility to substitute non-controlling interest after the initial period.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Section 6 of Standardisation of PF2 Contracts allows substitution of non-controlling interests after the initial period "only where legitimate policy reasons exist "
Does the regulatory framework	Yes



expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?	
If yes, please provide the relevant legal/ regulatory provisions:	<p>(1) Regulation 72 PCR'15 codifies the Pressetext case (C-454/06) which precluded changes to public contracts which would render the contract originally signed, materially different in character. Regulation 72 sets out specific modifications which will not be deemed to change the original nature of the contract, such that a new procurement procedure does not have to be advertised to the market. If substantial modifications are made, new procurement process may be required (For example if the modification is as a result of circumstances which a reasonable procuring authority could not have foreseen, does not change the overall nature of the contract and any resulting increase in price does not exceed 50% of the original contract value, then the modification is not deemed to be such as to require a new procurement procedure). In fact, point 8 of Regulation 72 provides that (8) A modification of a contract or a framework agreement during its term shall be considered substantial for the purposes of paragraph (1)(e) where one or more of the following conditions is met:—</p> <p class="list-item-l1">(a) the modification renders the contract or the framework agreement materially different in character from the one initially concluded;</p> <p class="list-item-l1">(b) the modification introduces conditions which, had they been part of the initial procurement procedure, would have— (i)allowed for the admission of other candidates than those initially selected, (ii)allowed for the acceptance of a tender other than that originally accepted, or (iii)attracted additional participants in the procurement procedure;</p> <p class="list-item-l1">(c) the modification changes the economic balance of the contract or the framework agreement in favour of the contractor in a manner which was not provided for in the initial contract or framework agreement;</p> <p class="list-item-l1">(d) the modification extends the scope of the contract or framework agreement considerably;</p> <p class="list-item-l1">(e) a new contractor replaces the one to which the contracting authority had initially awarded the contract in cases other than those provided for in paragraph (1)(d).</p> <p>(2) Chapter 11 requires a change procedure to be set out in the contract and contains requirements and recommendations as to what the change procedure should cover.</p>
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.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Regulation 72 PCR provides that (1) Contracts and framework agreements may be modified without a new procurement procedure in accordance with this Part in any of the following cases:— ... (e) where the modifications, irrespective of their value, are not substantial within the meaning of paragraph (8)



A change in the risk allocation of the contract.	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Regulation 72 PCR (provided that the modification does not alter the overall nature of the contract). In fact, point 8 of Regulation 72 provides that (8) A modification of a contract or a framework agreement during its term shall be considered substantial for the purposes of paragraph (1)(e) where one or more of the following conditions is met:—</p> <p>(a) the modification renders the contract or the framework agreement materially different in character from the one initially concluded;</p> <p>(b) the modification introduces conditions which, had they been part of the initial procurement procedure, would have— (i)allowed for the admission of other candidates than those initially selected, (ii)allowed for the acceptance of a tender other than that originally accepted, or (iii)attracted additional participants in the procurement procedure;</p> <p>(c) the modification changes the economic balance of the contract or the framework agreement in favour of the contractor in a manner which was not provided for in the initial contract or framework agreement;</p> <p>...</p>
A change in the investment plan or duration of the contract.	No
If yes, please provide the relevant legal/regulatory provisions:	n/a
Does the regulatory framework expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure.	Yes
If yes, please provide the relevant legal/regulatory provisions:	(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/207383/infrastructure_standardisation_of_contracts_051212.PDF) regulating supervening events (and 15(3) is specifically dedicated to Force Majeure events) under "Consequences of Relief Events". Furthermore, Section 15.4 of Standardisation of PF2 Contracts guidance produced by HM Treasury sets out recommendations and requirements relating to Force Majeure.
Material Adverse government action.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Section 15 Standardisation of PF2 contracts treats Authority breach of the PPP contract as a compensation event, requiring extra time and monetary compensation to be paid to PPPCo. In fact, Section 15.2.1.2 provides: Events which can arise before the Service Commencement Date and which are at the Authority's risk (i.e. for which compensation should be paid to the Contractor) are: · Authority breach of an obligation ⁴ (which includes a breach occasioned by third parties for whom the Authority is responsible, ⁵ such as teachers or sub-contractors) or any title warranty; · Authority changes (see Section 11 (Flexibility and Change)); and · Discriminatory or specific changes in law (see Section 16.5 (Discriminatory, Specific and General Changes in Law)).

Change in the Law.	Yes
If yes, please provide the relevant legal/regulatory provisions:	Section 16 Standardisation of PF2 Contracts titled "Change in Law"
Refinancing.	Yes
If yes, please provide the relevant legal/regulatory provisions:	<p>Section 28 Standardisation of PF2 Contracts titled "Refinancing" regulate Refinancing of PF2 projects that is one way in which both the Authority and investors in the Contractor can share in the benefits of a successful project. Accordingly, Authorities should be receptive to proposals from the Contractor to refinance, and are encouraged to consent to such proposals. However, when evaluating a refinancing proposed by the Contractor, an Authority should consider carefully whether the effects of such proposal could:</p> <ul style="list-style-type: none"> · increase the risk facing the Authority without conferring on it commensurate reward; · reduce incentives for the Contractor to achieve sustained service standards, particularly in later years; and / or · undermine the financial stability of the Contractor, thereby endangering the provision of services.
Other.	No
If yes, please specify and provide the relevant legal/regulatory provisions:	n/a
Does the regulatory framework establish a specific dispute resolution mechanism for PPPs?	Yes
If yes, please specify and provide the relevant legal/regulatory provisions	<p>Section 34 Standardisation of PF2 Contracts (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/207383/infrastructure_standardisation_of_contracts_051212.PDF): Standardisation of PF2 Contracts guidance produced by HM Treasury. The guidance provides detailed drafting provisions to be incorporated into PF2 contracts either on a "required" basis (where the exact wording should be used), or on a "recommended" basis (where the drafting should be used as a basis for adaptation to different sectors).</p> <p>Chapter 34 suggests the following disputes resolution procedure:</p> <ol style="list-style-type: none"> the Authority and Contractor consult with each other for a fixed period of time; if consultation fails, the parties may then put their case before an expert to decide; and if either party is dissatisfied with the expert's decision, it may refer the matter either to arbitration or to the courts for a final and binding decision.
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	Yes



mechanisms for disputes arising during the implementation of the PPP.	
If yes, please specify:	<p>Section 34 Standardisation of PF2 Contracts (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/207383/infrastructure_standardisation_of_contracts_051212.PDF): Standardisation of PF2 Contracts guidance produced by HM Treasury. The guidance provides detailed drafting provisions to be incorporated into PF2 contracts either on a "required" basis (where the exact wording should be used), or on a "recommended" basis (where the drafting should be used as a basis for adaptation to different sectors).</p> <p>Chapter 34 suggests the following disputes resolution procedure:</p> <ul style="list-style-type: none">(a) the Authority and Contractor consult with each other for a fixed period of time;(b) if consultation fails, the parties may then put their case before an expert to decide; and(c) if either party is dissatisfied with the expert's decision, it may refer the matter either to arbitration or to the courts for a final and binding decision.
The regulatory framework prescribes that a dispute resolution mechanism should be regulated in the contract.	No
The regulatory framework provide the parties with recourse to arbitration but no other alternative dispute resolution mechanism.	No
Other	No
please specify:	n/a
Does the regulatory framework allow for the 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?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Chapter 26 of standardisation of PF2 Contracts recommends direct agreements to be used and section 26.6 sets out the clauses that are required in a direct agreement, including detailed provisions as to lender step-in rights.



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:	n/a
The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.	No
The regulatory framework prescribes that a direct agreement should be signed with the lenders.	Yes
Other	No
please specify:	n/a
Does the regulatory framework expressly establish the grounds for termination of a PPP contract?	Yes
If yes, please specify:	<p>I. Under the Standardisation of PF2 Contracts - https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/207383/infrastructure_standardisation_of_contracts_051212.PDF: Early termination can be caused by:</p> <p>(1) Authority Default (see Section 23.1 (Termination on Authority Default)), (2) Contractor Default (see Section 23.2 (Termination on Contractor Default)), (3) Force Majeure (see Section 23.3 (Termination on Force Majeure)) and (4) Corrupt Gifts (see Section 23.4 (Termination on Corrupt Gifts and Fraud)), (5) Uninsurability (see Section 17.9 (Risks that become Uninsurable)), and (6) breach of Refinancing provisions (see Section 23.6 (Termination for breach of the Refinancing Provisions)).</p> <p>(7) It can also be caused by the Authority exercising a right to terminate the Contract voluntarily (see Section 23.5 (Voluntary Termination by Authority) and Section 23.5.4 (Authority Break Points))</p> <p>II. Furthermore, under Regulation 73 PCR'15 requires public contracts to include provisions requiring termination of the contract where (a) it has been substantially modified in a way not permitted pursuant to regulation 72 (b) PPPCo has been involved in fraudulent activities specified in regulation 57(1) or (c) the award of the contract has been the subject of successful infraction proceedings determined by the Court of Justice of the European Union.</p>



and provide the relevant legal/regulatory provisions:	(1) Sections 23-25 of Standardisation of PF2 Contracts - (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/207383/infrastructure_standardisation_of_contracts_051212.PDF) set out grounds for termination, how any compensation payments should be calculated and paid, and how residual assets should be dealt with after termination. These principles are set out in the Project Agreement and any step-in arrangements with project funders. (2) Regulation 73 PCR'15
If yes, does the regulatory framework also establish the consequences for the termination of the PPP contract?	Yes
If yes, please provide the relevant legal/regulatory provisions:	Sections 23-25 of Standardisation of PF2 Contracts - (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/207383/infrastructure_standardisation_of_contracts_051212.PDF). Although not dealing with project specific consequences of termination of a PF2 contract, sections 23-25 do establish certain consequences of termination. In fact: Section 23 deals with various consequences, namely: <ul style="list-style-type: none">• Compensation on termination for Authority Default (Section 23.1.3);• Compensation on termination for Contractor Default (Section 23.2.5);• Senior Lender's rights when the Authority issues a Termination Notice to the Contractor (Section 23.2.6);• Authority's options to retender the Contract or not following termination (Sections 23.2.7 and 23.2.9);• Authority's option to require the Contractor to transfer to the Authority all of its rights, title and interest in and to the Assets (Section 23.2.10);• Compensation on Termination for Force Majeure (Section 23.3.2);• Compensation on Termination for Corrupt Gifts and Fraud (Section 23.4.2);• Consequences of Voluntary Termination by the Authority (Section 23.5.2);• Compensation for Voluntary Termination by the Authority (Section 23.5.3); and• Compensation for Voluntary Termination for Breach of the Refinancing Provisions (Section 23.6.2). Section 24 relates to how to deal with calculation and payment of early termination payments. Section 25 deals with the treatment of assets on termination and expiry.
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?	Yes

Please describe:	<p>(1) The National Infrastructure Committee was created to offer unbiased analysis of the UK's long-term infrastructure needs.</p> <p>It was announced on 11 November 2015 that Infrastructure UK and the Major Projects Authority would merge to form the Infrastructure and Project Authority, bringing the government's expertise, knowledge and skills at managing and delivering major economic projects under one roof for the first time. The Infrastructure and Projects Authority came into formal existence on 1 January 2016.</p> <p>(2) According to our public official, Regulations and how they are applied are constantly under review and slight changes to occur. But in practice the effect of the changes is low.</p> <p>(3) The UK Government has abolished IUK and it is merging with the MPG, so new rules may apply</p> <p>(4) Finally, The Scottish Government laid the Concession Contracts (Scotland) Regulations 2016 (64-page / 343KB PDF) before the Scottish Parliament, with the new framework set to come into force in mid-April. The regulations, once in force, will implement an EU directive on concessions contracts procurement. Similarly, the UK government has confirmed its plans to implement the concessions directive (15-page / 528KB PDF) in a policy paper. Those reforms, when implemented, will apply in England, Wales and Northern Ireland. The majority of the reforms in Scotland will come into force on 18 April 2016 and a similar approach is anticipated for the rest of the UK.</p>
Are you aware of any reforms (in practice or in laws, regulations, policies, etc.) related to PPPs that: 50.2. Are ongoing and/or are planned to be adopted AFTER June 1, 2016?	No
Please describe:	n/a