

**THIRTEENTH PARLIAMENT OF SINGAPORE**

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**First Session**

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**REPORT OF THE SELECT COMMITTEE ON THE  
CROSS-BORDER RAILWAYS BILL  
[BILL NO. 43/2017]**

**Parl. 13 of 2018**

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**Presented to Parliament on**

**14 February 2018**

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## COMPOSITION OF THE SELECT COMMITTEE

In accordance with Standing Order No. 68(1), the Cross-Border Railways Bill [Bill No. 43/2017] was committed to a Select Committee after being read a second time on 6 November 2017. On the same day, Parliament resolved that the Committee consists of:

Mr Speaker (Mr Tan Chuan-Jin) (Marine Parade) (*Chairman*)

Miss Cheng Li Hui (Tampines)

Mr Low Thia Khiang (Aljunied)

Associate Professor Dr Muhammad Faishal Ibrahim (Nee Soon), Senior Parliamentary Secretary, Ministry of Social and Family Development and Ministry of Education

Mr Ng Chee Meng (Pasir Ris-Punggol), Minister for Education (Schools) and Second Minister for Transport

Mr Sitoh Yih Pin (Potong Pasir)

Mr Vikram Nair (Sembawang)

Mr Melvin Yong Yik Chye (Tanjong Pagar)

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**REPORT OF THE SELECT COMMITTEE ON THE  
CROSS-BORDER RAILWAYS BILL  
[BILL NO. 43/2017]**

The Select Committee, to whom the Cross-Border Railways Bill [Bill No. 43/2017] was committed, has agreed to the following Report:

**Introduction**

1 In accordance with Standing Order No. 78 (Advertisement when Bill committed to a Select Committee), an advertisement inviting written representations on the Cross-Border Railways Bill was published in the *Berita Harian*, *Lianhe Zaobao*, *Tamil Murasu* and *The Straits Times* of 9 November 2017. The invitation was also publicised in a press release. Written representations could be submitted in Malay, Chinese, Tamil or English and the closing date was 24 November 2017.

**Written Representations Received**

2 The Select Committee received five written representations, all of which were found to be relevant to the Bill. A listing of the representations received is in Appendix II.

**Meetings of the Committee**

3 The Select Committee held two meetings. The Minutes of Proceedings are in Appendix IV.

**Representors who gave Oral Evidence**

4 The Select Committee agreed not to invite any representor to give oral evidence. Four of the five representors were employees of commercial entities who were likely interested in the on-going tender for the Kuala Lumpur-Singapore High Speed Rail (HSR) Assets Company (AssetsCo). The last representor, a private individual, had set out the representations clearly, and the Committee agreed that no further evidence was required.

**Written Representations Published**

5 The Committee is publishing the written representations of all five representors (Appendix III).

**The Committee's Views on the Main Issues Raised**

6 In considering the amendments to the Cross-Border Railways Bill [Bill No. 43/2017], the Committee took into account the written submissions of the representors, and the views of Members of Parliament (MPs) expressed in the debates on the Second Reading of the Bill. This Report sets out the Committee's views on the main issues raised and the recommended amendments.

## **(1) Assignment and transfer of contracts**

7 The Bill prohibits the assignment and transfer of commercial contracts and any right, benefit or privilege under such contracts. This refers to the railway assets operator under a railway assets contract, and the cross-border train service operator under a cross-border train service contract. Any transfer or assignment would be rendered null and void.

8 Four representors were concerned that the absolute prohibition against such transfers and assignments, in particular for the railway assets contract, would deter private financiers from offering financing and affect the commercial viability of the project. The train service operator could face similar difficulties.

9 The Committee agreed that the representors' concerns on bankability were valid. However, the Committee noted that the original intent of prohibiting transfer and assignment of contracts remained important, i.e. to ensure that no right, benefit or privilege can be transferred or assigned to a third party without Government oversight. To balance both objectives, the Committee agreed to amend the Bill to allow for transfers or assignment of contracts, or any right, benefit or privilege under such contracts, with Minister for Transport's approval.

## **(2) Funding of cross-border railways**

10 Three representors sought clarifications on the clause stipulating that the Minister for Finance must, from time to time, provide funds by way of grants for the construction of cross-border railway infrastructure. First, whether the provision covered funding during the operations phase. Second, whether the provision covered other aspects of the cross-border railway project apart from railway infrastructure, e.g. railway assets. Third, whether the provision covered all payment obligations of the Land Transport Authority of Singapore (LTA) or the concessionaire. Fourth, whether the provision imposed a mandatory requirement on the Minister for Finance to provide funds to LTA or the concessionaire.

11 The Committee noted that this clause did not impose a mandatory requirement on the Minister for Finance, as such funds will be paid out of moneys provided by the Parliament through the Supply Bill process. Nonetheless, the Committee noted the strong commitment by the Singapore Government to ensure the successful and timely completion and operation of the HSR and the Johor Bahru-Singapore Rapid Transit System Link (RTS Link) projects, as these projects bring significant benefits to the peoples of both Singapore and Malaysia.

12 The Committee also acknowledged that this provision covered only the construction of cross-border railway infrastructure, and did not cover other aspects or phases of these projects.

## **(3) Scope and terms of railway asset contract**

13 One representor asked whether the Bill restricted the scope and terms of the railway assets contract and was overly prescriptive in this regard.

14 The Committee noted that instead of restricting the scope and terms of the railway assets contract, the Bill only stipulated a basic list of terms to be included. Clause 22(4) is clear in this regard. Any additional terms, including commercial arrangements such as compensation

or recourse in the event of breach of agreement, could be negotiated separately between the contracting parties.

**(4) Option to renew railway assets contract exercisable by the railway assets operator**

15 The Bill prohibits the provision of an option to renew the railway assets contract exercisable by the railway assets operator.

16 One representor suggested to allow such options for greater flexibility in specifying commercial arrangements.

17 The Committee disagreed with the suggestion, and noted that there was a need to balance flexibility against being able to prevent unilateral renewals of the railway assets contract without prior consent by the other contracting parties. The Committee agreed that there was no need to amend the Bill.

**(5) Possibility of multiple cross-border train service operators for a cross-border railway**

18 Regarding one representor's query, the Committee confirmed that there was no express restriction in the Bill against granting more than one cross-border train service contract for a cross-border railway. However, whether to appoint more than one train service operator for each cross-border railway was a matter to be negotiated between Malaysia and Singapore, and cannot be unilaterally decided by Singapore.

**(6) Definitions of "concessionaire" and "concession agreement"**

19 One representor questioned whether the definitions of "concessionaire" and "concession agreement" should be more specific.

20 The Committee agreed that there was no need to amend these definitions as they were already sufficiently clear.

**(7) Transfers of property, rights, and liabilities of the concessionaire to a prescribed transferee**

21 Two representors sought clarifications on the provision that allows for transfer of property, rights and liabilities of the concessionaire to a prescribed transferee when the concession agreement was terminated, provided that the concessionaire had received financial assistance from the Government. First, whether it was necessary to constrain the transfer of project agreements from being transferred to a prescribed transferee, to ensure that the latter is able to fulfil its contractual obligations to other entities, e.g. the HSR AssetsCo. Second, whether the transfer was applicable to all property, rights and liabilities, or only those financed by the Government, those in Singapore or to be exercised in Singapore.

22 The Committee noted that it was not necessary to constrain the transfer of project agreements in the Bill. Instead, due diligence on the prescribed transferee should be conducted to ensure that it was capable of fulfilling its obligations. Separately, the Committee noted that the transfer applied to all property, rights and liabilities of the concessionaire and could include

those outside of Singapore. If necessary, details of what would be transferable can be specified in the concession agreement to be issued by the Minister for Transport but no amendment to the Bill was necessary.

#### **(8) Voluntary winding up of cross-border railway entities**

23 The Bill imposes certain restrictions on the voluntary winding up of a concessionaire appointed by the Minister for Transport where it has received financial assistance from the Government, as well as the railway assets operator.

24 Three representors sought clarifications on how these restrictions might affect the bankability and business continuity of the commercial entities.

25 The Committee noted that the restrictions on voluntary winding up were similar to the provisions for essential undertakings in Singapore such as air ports and sea ports. The restrictions were crafted to allow the lenders of private entities to apply for judicial management or enforce security over the assets of the defaulting entity with 14 days' notice to the Minister for Transport. This allowed a balance between providing flexibility to the private entities and protecting the continuity of operations of cross-border railways.

#### **(9) Preparation of railway plans and maps**

26 The Bill provides that no person has the right of objection to the delineation of land as railway area in any railway plan or map prepared under the Bill.

27 Two representors were concerned that the finalised railway area could be further subject to amendment without consent of the private entities involved in cross-border railway projects, as this could increase their costs.

28 The Committee noted that the Bill did not prevent private entities involved in cross-border railway projects from providing feedback on railway plans and maps. However, the Authority's decision on the plans and maps was final. This was necessary as the railway plans and maps would have an impact on the land that could be subject to acquisition and compensation by the Authority with funds coming from the Government. Furthermore, such railway plans and maps only delineate the railway route, and private entities would be able to provide technical input and in some cases, decide on minor adjustments to the detailed design, provided that it continues to fall within the railway alignment. The plans and maps denoting the finalised railway area would be provided to the relevant private entities involved in cross-border railway projects to facilitate their planning.

#### **(10) Extending powers of construction to railway assets operator**

29 Two representors questioned whether powers provided to LTA or a concessionaire appointed by Minister for Transport for the construction of railway infrastructure in privately-owned land should be extended to the railway assets operator for the construction of railway assets.

30 The Committee agreed that there was no need to extend this provision to the railway assets operator, as the access to privately-owned land for construction of railway assets could be specified separately in licence agreements between LTA or the concessionaire, and the



railway assets operator. This was to ensure greater coordination between various entities with regard to the access to private land.

31 However, the Committee noted that for State land, the powers of construction are provided to LTA, the concessionaire, as well as the railway assets operator. The arrangement for access to State land differed from privately-owned land, as LTA or the concessionaire would not be granted title nor be able to create rights over State land to allow construction of railway assets. Only in such a case would the railway assets operator require statutory powers of construction to construct railway assets.

#### **(11) Definitions of “railway assets” and “railway infrastructure”**

32 One representor asked whether “railway control system” and “operation control centre” would fall within “railway infrastructure” or “railway asset” in the Bill.

33 The Committee clarified that “railway control system” was a “railway asset”, while for “operation control centre”, the civil infrastructure would be classified as “railway infrastructure” and the equipment (e.g. signalling and communications) would be classified as “railway asset”.

#### **(12) Ownership of tracks, tunnels and other fixtures within privately-owned land**

34 One representor asked the Committee to consider whether clause 48 of the Bill should be read subject to clause 19(4), which stated that if a concessionaire appointed by Minister for Transport had received financial assistance, then upon termination of the concession agreement, all property, rights, and liabilities of the concessionaire would be transferred to a prescribed transferee, which would be LTA in the first instance.

35 The Committee noted that clause 48 of the Bill was intended to displace the common law rule that an installation that has been permanently fixed to land would become a part of the land, and was not to be read subject to clause 19(4). Clause 48 would be required to allow LTA or a private entity to take ownership of tunnels, tracks and other fixtures to be constructed within private land as required by the commercial models of the cross-border railways.

#### **(13) Additional details on licence application process and licensing regime**

36 The Bill provides that the Authority may impose licensing conditions that it considers requisite or expedient under the purposes of the Bill.

37 One representor asked whether further details on the licence application process should be set out in the Bill. Two representors expressed concerns that the licensing regime (e.g. imposition of licence conditions, codes of practice, directions) could allow the Authority to unilaterally modify the commercial terms in contracts between private entities.

38 The Committee noted that the railway assets contract and cross-border train service operator contract dealt with the contractual relationship between the private entities, while the licence conditions, directions and codes of practice dealt with the regulatory relationship between the Authority and licensed entities, which would be focused on safety and security of cross-border railways. There should be no overlap or inconsistency in the requirements in commercial contracts versus those in regulatory licences. Detailed regulatory requirements

would be provided by the Authority closer to the commencement of cross-border railway operations. The Committee agreed that there was no need to amend the Bill.

#### **(14) Restricting transfer of licences**

39 The Bill provides that any licence, and any right, benefit or privilege of the licensee under the licence, cannot be transferred. Any transfer or purported transfer is void and of no effect.

40 One representor suggested to allow transfers of licences with Minister for Transport's approval.

41 The Committee noted that the licences referred to in this regard were regulatory licences covering safety and security of cross-border railways, and did not contain commercial terms. As such, it would not be appropriate to allow transfer of licences, as the Authority would need the discretion to vet and approve the application of each new licensee. This provision was unlike other provisions in the Bill that prohibit the transfer or assignment of commercial contracts and any right, benefit or privilege under such commercial contracts. The restriction on transfers of licences in this case would not affect the ability of the licensee to seek private financing for its business. As such, there was no need to amend the Bill.

#### **(15) Suspension and cancellation of licences**

42 The Bill provides the Authority with the discretion to impose a financial penalty, suspend or cancel the licence of any licensee for that cross-border railway if the licensee fails to comply with the licensing regime (e.g. licence conditions, codes of practice) or other regulatory provisions (e.g. service suspension order) set out in the Bill.

43 One representor asked whether the Authority could impose a financial penalty together with a suspension or cancellation of licence. The representor also sought to clarify whether it was necessary to specify a threshold in the Bill for suspension or cancellation of licence, on account that the Authority could undertake unfair action against a licensee, e.g. cancellation of licence for a "trivial" breach of licence conditions. The representor further questioned whether the Bill should restrict the Authority from taking pre-emptive action to suspend or cancel a licence if it assessed that the licensee was likely to fail to provide a safe and secure service for a cross-border railway.

44 The Committee noted that financial penalties could be imposed together with a suspension or cancellation of licence. The Committee acknowledged the representor's second point, but agreed that it was not necessary to specify a threshold in the Bill as the appropriate regulatory action would have to be assessed on a case-by-case basis, and it was not practical to specify such thresholds upfront. On taking pre-emptive action to suspend or cancel a licence, the Committee agreed that suspension and cancellation are measures of last resort that the Authority would be expected to decide carefully on, and it was not necessary to amend the Bill.

45 Another representor sought to clarify the reason that financial penalties did not extend to the concessionaire appointed by Minister for Transport, given that they might be subject to codes of practice. The Committee noted that this observation was incorrect, as the Bill stated that codes of practice were applicable only to licensees, which did not include the concessionaire. Hence, financial penalties did not apply to the concessionaire as well.

**(16) Procedure and considerations for regulatory appeals**

46 The Bill provides that any licensee who is aggrieved by regulatory requirements or decisions imposed under the Bill may appeal to the Minister for Transport within 14 days after the receipt of the notice on the matter.

47 One representor questioned whether the process for regulatory appeals should apply to a wider range of matters under the Bill beyond the current scope, e.g. to cover security directives. The representor also sought to clarify whether the Bill should set out the considerations that the Minister for Transport must take into account when considering an appeal by the licensee, including the legitimate interests of the licensee (e.g. financial interest). The representor also questioned whether there was any legal impediment in directing appeals to the Minister for Transport for final decision instead of an independent body.

48 The Committee noted that there was no need for the appeals mechanism to apply to other aspects of the Bill, e.g. security directives, as they fall outside of the licensing regime set out in the Bill. In considering appeals, the Committee observed that the general legal principle would already apply, i.e. the Minister for Transport has to take into account all considerations that are relevant to the case and this need not be legislated. The Committee also did not find it inappropriate to direct appeals to the Minister for Transport. Under the Bill, the Minister for Transport would not be involved in making the decisions that may be appealed against.

**(17) Considering legitimate interests of licensee when modifying licence conditions, etc.**

49 One representor questioned whether the Bill should set out the considerations that the Authority should take into account when modifying licence conditions or issuing directions affecting licences, in particular to ensure that legitimate interests of the licensee are protected.

50 The Committee noted that the Bill already sets out due process for licence condition modifications, including the need to give notice and consider representations from the licensee. Details regarding the issuance of directions were also already spelt out in the Bill. Therefore, the Committee agreed that the details in the current Bill were sufficient and there was no need to specify further considerations.

**(18) Appeals for modification of licence conditions upon licence renewal**

51 Two representors questioned whether the Bill should include an appeal process when licence conditions are modified upon licence renewal.

52 The Committee agreed that there was no need for the Bill to include an appeal process in this case, as the licensee could choose not to renew the licence if it did not agree with the conditions of renewal.

**(19) Scope and implementation of codes of practice**

53 One representor raised several queries regarding the scope and implementation of the provision that allows the Authority to issue codes of practice for licensees' compliance. First, whether codes of practice allowed the Authority to unilaterally amend the terms of a railway

assets contract or a cross-border train service contract. Second, whether codes of practice could be shared with licensees before they are published and whether licensees can object to a code of practice. Third, whether provisional orders should only be given for contravention of licence conditions and not codes of practice given that the latter do not have legislative effect.

54 The Committee noted that codes of practice issued by the Authority will not deal with commercial terms such as payments and performance standards of cross-border railways. The Authority would not be able to unilaterally amend the terms of commercial contracts such as the railway assets contract and cross-border train service contract by issuing codes of practice.

55 While there was no statutory requirement for the Authority to consult licensees before publishing a code of practice, the Committee noted that in general, LTA would engage industry partners closely to update and consult them on regulatory changes and ensure that there was sufficient time for licensees to implement any changes to operations arising from a new code of practice.

56 The Committee disagreed with the representor's suggestion that provisional orders should only be given for a contravention of licence conditions and not codes of practice. A licensee who failed to comply with a code of practice has breached its licence conditions. In this case, provisional orders could be issued to require the licensee to comply with the code of practice if it failed to take remedial measures.

## **(20) Details of reporting requirements for monitoring compliance**

57 The Bill provides the Authority with the discretion to require a licensee to submit additional information, e.g. reports of operations, audited annual balance sheet, etc.

58 One representor requested for the Bill to set out reporting requirements in greater detail so that licensees were able to assess whether a request from the Authority falls within their obligation to report under the Bill. The representor also sought to clarify the definition of "industrial dispute" that licensees were required to report.

59 The Committee noted that the information required to monitor compliance under the Bill would be for the purpose of ensuring the safety and security of cross-border railways after the commencement of services. It would not be possible to provide further details about the information required at this stage. The Authority would give licensees due notice for any additional reporting requirements.

60 The Committee clarified that "industrial dispute" in clause 44 referred to a dispute between an employer and its employee(s) involving a trade union, and the intent of this provision was to give the Authority notice of incidents that could affect the performance of the licensee and the safe operation of cross-border railways.

## **(21) Appointment of independent safety auditor**

61 One representor asked whether the name of the other party who would jointly appoint the independent safety auditor with LTA should be specified in the Bill.

62 The Committee agreed that this was not necessary, as the name of the other party would be specified in the respective bilateral railway agreement, and the relevant party could differ among cross-border railways.

**(22) Powers of rail safety inspectors**

63 One representor questioned whether there was a need to limit the power of seizure that a rail safety inspector could exercise under the Bill.

64 The Committee agreed that there was no need to further limit the power of seizure, as the Bill already restricted such powers to “the purpose of obtaining evidence of the contravention of any applicable requirement of this Act”.

**(23) Notice period for granting rail safety inspectors access to railway infrastructure, railway asset and premises**

65 The Bill requires an occupier of railway infrastructure, railway asset or premises to grant access to rail safety inspectors within a 3-hour notice period for investigations.

66 One representor expressed concern that from an operational perspective, the notice period might be too short for occupiers to accommodate.

67 The Committee agreed that safety was of utmost importance, and access should be granted as soon as practicable to protect the integrity of investigations. The 3-hour notice period should already allow sufficient time for occupiers to take any necessary action prior to granting access to the rail safety inspector, e.g. withdrawing trains for inspection. Nonetheless, the Committee noted that the Authority should exercise reasonableness in this respect and should not cause undue disruption to cross-border railway operations in discharging its duties.

**(24) Regulations on inspection and monitoring regime for cross-border railway**

68 Details of the inspection and monitoring regime will be set out in regulations made under the Act. One representor asked whether details can be published in the Bill or non-legislative documents to allow potential bidders for the HSR AssetsCo to assess the regulatory requirements and risk fully.

69 The Select Committee process is not appropriate for the purpose of clarifying concerns by prospective tenderers. Further details of the inspection and monitoring regime will be shared closer to the award of the HSR AssetsCo tender. In relation to the making of regulations, the Committee noted that the Interpretation Act provided powers to make subsidiary legislation prior to the operation of a new Act. The Committee agreed that there was no need to amend the Bill to provide further details on such regulations.

**(25) Reporting of cross-border railway incidents**

70 To a representor’s question, the Committee noted that the Bill did not prohibit the reporting of an accident occurring in Singapore to the competent authority in the other jurisdiction where the cross-border train service operates. When a report is made to the Bilateral

Committee for that cross-border railway as required by the Bill, the competent authority in the other jurisdiction would receive notice of the accident.

**(26) Scope of powers of cross-border railway security agency**

71 One representor observed that the regime for security directives and powers of the cross-border railway security agency was set out very broadly in the Bill, which allowed significant discretion to the Minister for Transport and the security agency. This implied higher regulatory risk for private entities involved in cross-border railway projects, e.g. the HSR AssetsCo. The representor proposed to review the scope of these provisions to ensure that the revenue stream of the AssetsCo was protected in a way that would be consistent with the commercial payments model.

72 The Committee agreed that a coordinated and robust security regime was critical given the heightened security threat environment today, especially for major infrastructures like cross-border railways. From this perspective, the broad regime and powers of the cross-border railway security agency were necessary. Detailed security requirements for the HSR AssetsCo would be specified in commercial contracts.

**(27) Inclusive and accessible facilities on cross-border railways**

73 One representor suggested that in addition to safety and security matters set out in the Bill, the design and operation of cross-border railways should take into account the needs of persons with disabilities, the elderly, pregnant women and those with young children. For example, there could be wheelchair waiting areas and reserved seating on cross-border railways.

74 The Committee welcomed the suggestions and noted that the cross-border railways would be designed with inclusive and accessible facilities. However, there was no need to amend the Bill to include such requirements as the focus of the regulatory framework was on the safety and security of cross-border railways.

**(28) Construction of a bridge crossing across the Straits of Johore**

75 One representor asked whether the Bill should provide for the possibility of constructing a tunnel under the Straits of Johore for a cross-border railway.

76 The Committee agreed that there was no need for such a provision, given that both countries had already agreed that the HSR and the RTS Link will each cross the Straits of Johore via separate 25-metre high bridges.

**(29) Coordination with Malaysia**

77 One representor expressed concern that the Bill did not address the coordination of regulatory approach with Malaysia. He highlighted that commercial entities involved in the cross-border railway projects would have to assess the regulatory approach and coordination between both countries in order to understand the regulatory risk associated with the respective projects.

78 The Committee noted that the mechanisms for coordinating regulatory approaches were not dealt with in the Bill but were covered under the respective bilateral railway agreements.

Bilateral Committees, co-chaired by senior officials from both countries had been set up for both the HSR and RTS Link projects. These provided a platform for both countries to identify common desired regulatory outcomes and align regulatory requirements. There was no need to incorporate mechanisms for coordination of regulatory approach with Malaysia in the Bill, nor would it be appropriate to do so.

79 Separately, one representor asked whether the HSR AssetsCo would be able to proceed with its work following the award of the HSR AssetsCo tender, but before the necessary legislation in Singapore and Malaysia are in place.

80 The Committee noted that in Singapore, the HSR AssetsCo could carry out its work without the Bill being passed unless it required specific powers under the Bill to do so.

### **Text of Amendments to the Bill**

81 The amendments to the Cross-Border Railways Bill [Bill No. 43/2017] that are recommended by the Committee are incorporated in the reprint of the Bill which is annexed to this Report as Appendix I.

*Reprint of the Cross-Border Railways Bill [Bill No. 43/2017] as  
amended by the Select Committee*

# **Cross-Border Railways Bill**

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## **CROSS-BORDER RAILWAYS ACT 2018**

**(No.    of 2018)**

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-

A BILL

*i n t i t u l e d*

An Act to provide for the construction, maintenance, operation and regulation of cross-border railways between Singapore and Malaysia in accordance with bilateral railway agreements, and to make related and consequential amendments to certain other Acts.

Be it enacted by the President with the advice and consent of the Parliament of Singapore, as follows:

PART 1  
PRELIMINARY

**Short title and commencement**

1. This Act is the Cross-Border Railways Act 2018 and comes into operation on a date that the Minister appoints by notification in the *Gazette*.

**Interpretation**

2. In this Act, unless the context otherwise requires —

“act of unlawful interference” means the doing or attempting to do anything to jeopardise the safety of a cross-border railway, and includes any of the following:

- (a) unlawful taking control of a cross-border train by force, or threat of force, or any other form of intimidation or by any trick or false pretence;
- (b) destroying a cross-border train in service;
- (c) hostage-taking on board a cross-border train, or at a train station of a cross-border railway;
- (d) forcible intrusion on board a cross-border train, at a train station of a cross-border railway or on the premises of a concessionaire or licensee, or a subcontractor of a concessionaire or licensee, that puts the safety of the cross-border train, or any person on board or outside the cross-border train, at risk;
- (e) introducing on board a cross-border train, or at a train station of a cross-border railway, a weapon, hazardous device or any material intended for criminal purposes;
- (f) use of a cross-border train in service or other railway asset for the purpose of causing death, serious bodily injury or serious damage to property or the environment;

- (g) communication of false or misleading information for the purposes of putting the safety of a cross-border train, or of passengers or crew or the general public at a train station of a cross-border railway or on the premises of a licensee, at risk;

“auxiliary police officer” means a person appointed as such under Part IX of the Police Force Act (Cap. 235);

“bilateral committee”, in relation to a bilateral railway agreement, means the committee of individuals established jointly by the Government of the Republic of Singapore and the Government of Malaysia under the bilateral railway agreement for the purpose of coordinating the implementation of that agreement;

“bilateral railway agreement” means —

- (a) the High Speed Rail Bilateral Agreement; or
- (b) any other agreement, between the Government of the Republic of Singapore and the Government of Malaysia only, signed after 3 October 2017 and providing for or about any other railway starting outside but ending in Singapore, a redacted copy of which the Minister makes available for inspection at a public office prescribed;

“code of practice” means a code of practice issued or approved under section 36, and includes any such code of practice as amended from time to time under that section;

“concession agreement” means an agreement entered into between the Government and a person (called in this Act the concessionaire) in return for the undertaking of such obligations by the person as may be specified in the agreement with respect to the design, construction, maintenance, operation or improvement of a cross-border railway, and includes a concession agreement as varied or supplemented from time to time;

“concessionaire” means the person who is a party to the concession agreement, and includes the person for the time being entitled to exercise those rights because of an assignment or transfer of the agreement to that person;

“construction”, in relation to railway infrastructure, includes —

(a) the reconstruction or realignment of the railway infrastructure; and

(b) permanently improving the railway infrastructure or otherwise bringing it to a higher standard,

and any associated design, investigative and engineering studies, but does not include the maintenance and management of the railway infrastructure;

“corresponding rail authority”, in relation to Malaysia, means a person or body that the Minister designates as such, on being satisfied that the person or body is authorised under the law of Malaysia to discharge functions similar to the LTA’s under this Act;

“cross-border railway” means a railway which —

(a) has a railway network with a terminus in Singapore and runs to any part of peninsular Malaysia; and

(b) is constructed under this Act;

“cross-border railway security agency” means a person or body of persons designated under section 58 to be the cross-border railway security agency for the purposes of this Act;

“cross-border train” means a train used for or in connection with providing a cross-border train service;

“cross-border train service” means a passenger train service provided using a cross-border railway, for journeys that are partly in Singapore;

“cross-border train service licence” means a licence granted under section 31 authorising the licensee to provide a cross-border train service on a cross-border railway specified in the licence;

“High Speed Rail Bilateral Agreement” means the agreement between the Government of the Republic of Singapore and the Government of Malaysia, dated 13 December 2016, concerning the Kuala Lumpur — Singapore High Speed Rail, a redacted copy of which the Minister makes available for inspection at a public office prescribed;

“improve”, in relation to any railway infrastructure or railway asset, includes renewing the railway infrastructure or railway asset;

“independent safety auditor” means an individual appointed under section 49;

“land” has the same meaning as in the Land Titles Act (Cap. 157);

“licence” means —

(a) a railway assets operating licence; or

(b) a cross-border train service licence;

“licensee” means the holder of a licence but excludes such a holder when the licence is suspended;

“LTA” means the Land Transport Authority of Singapore established under the Land Transport Authority of Singapore Act (Cap. 158A);

“maintenance” includes the prevention, detection and rectification of any fault;

“management”, in relation to any railway asset, means to acquire, design, construct, install, operate, maintain in proper condition and improve the railway asset;

“modification” and “modify”, in relation to the conditions of a licence, include deleting or varying and substituting a condition, and adding a condition;

“network services”, in relation to a railway, means —

(a) the construction, maintenance, realignment and renewal of tracks of the railway;



- (b) the installation, operation, maintenance and renewal of a railway signalling system, railway communications system and railway control system;
- (c) the installation, operation, maintenance and renewal of operation control centres;
- (d) the installation, operation, maintenance and renewal of electrical conductor rails or overhead lines, of any support for electrical conductor rails or overhead lines, and of any electrical substation (including those for traction power or power connections) used or to be used in connection with those rails or lines, and the provision of electrical power by those means;
- (e) the provision and operation of services for the recovery or repair of trains or other rolling stock in connection with any accident on, or malfunction of, the railway network;
- (f) the operation of a train being used on a railway network for any purpose comprised in the operation of that network, including for a purpose preparatory or incidental to, or consequential on, using such a train;
- (g) the provision and operation of services for keeping the track free from, or serviceable despite, obstruction (whether by water, fallen leaves or any other natural or man-made obstacle) or for removing any such obstruction;
- (h) the provision, operation, maintenance and renewal of any plan, equipment or machinery used in carrying out any activity specified in paragraphs (a) to (g);
- (i) the exercise of day-to-day control over train movements over or along any track comprised in the railway network, including the preparation of a timetable for purposes of such control; and

(j) for a particular licensee, any other service which consists of, or is comprised in, the provision or operation of the railway network (or of any track or other installations comprised in that network), and which is specified in the licensee's licence;

“open network services” means network services provided to a train service operator for or in connection with a cross-border train service provided by that operator;

“operation of a railway network” does not include operating a train on the network in the course of providing a passenger train service;

“passenger train service” means a service consisting of the carriage of passengers provided to the public, for a fare, by trains operated on a railway;

“rail safety inspector” means an individual who is appointed under section 50 as a rail safety inspector;

“railway” means a network or system of fixed horizontal rails, tracks, grooves or other guide-ways on, under or above the ground along which a train moves or runs, and includes —

- (a) all railway assets built, installed or used for the operation of the railway; and
- (b) all railway infrastructure constructed or intended to be constructed for any railway and any extension of the railway;

“railway area” means the land delineated as such in plans and maps prepared, amended or replaced under section 5(1) or (5);

“railway asset”, for any cross-border railway, means any of the following within Singapore that is used or intended to be used for or in connection with the cross-border railway:

- (a) any train and rolling stock;
- (b) train tracks;
- (c) railway signalling equipment;
- (d) railway communications equipment;

- (e) power equipment;
- (f) any other item or property which is part of the network of the cross-border railway and is prescribed as a railway asset for that cross-border railway;

“railway assets contract” has the meaning given by section 22;

“railway assets operating licence” means a licence granted under section 31 authorising the licensee to manage railway assets of a cross-border railway specified in the licence;

“railway infrastructure”, in relation to a cross-border railway, means any of the following buildings or structures within Singapore that is used or intended to be used for the cross-border railway, but not including any railway asset in or on the building or structure:

- (a) a train station;
- (b) a railway tunnel;
- (c) a viaduct;
- (d) a bridge;
- (e) a railway yard;
- (f) a maintenance facility for trains and maintenance or engineering vehicles used for or in connection with the railway;
- (g) any other building or structure prescribed as railway infrastructure for that cross-border railway;

“railway network” means —

- (a) any railway line, or combination of railway lines; and
- (b) any installation associated with any track comprised in that line or those lines,

together constituting a system of tracks and other installations which is used solely for and in connection with the support, guidance and operation of trains;

“rolling stock” includes motors, coaches, wagons, locomotives, trucks, trolleys, maintenance or engineering vehicles, carriages of any kind and other kinds of engines used on a railway;

“security directive” means a security directive given by the cross-border railway security agency under section 59;

“ticket” means any form of authorisation, issued for the carriage of any passenger on a cross-border train service;

“train” means a carriage, tram, car or other vehicle for the carriage of passengers on a railway;

“train service operator” means a person providing services for and in connection with the carriage of passengers by train, including the carriage of luggage, parcels or mail on trains which at the time are available, and primarily intended for use by passengers;

“train station” means a building designed, equipped or set apart with facilities for —

- (a) the commencement or termination of a passenger train service;
- (b) the purchase of tickets by intending train passengers;
- (c) the boarding and alighting of train passengers and other matters incidental to the carriage of passengers by train; and
- (d) the conduct of border control functions (if any) in connection with train passengers boarding or alighting.

### **Purpose of Act**

3. The purpose of this Act is to provide for the construction, maintenance, operation and regulation of a cross-border railway so as to give effect to any bilateral railway agreement for the cross-border railway.

PART 2  
PLANNING AND CONSTRUCTION OF  
CROSS-BORDER RAILWAY

*Division 1 — Railway plans and maps*

**Cross-border railway to be constructed according to railway plans and maps**

4. The railway infrastructure and railway assets for a cross-border railway must be constructed and maintained within the railway area shown in and according to the plans and maps prepared under section 5(1) or any amended or substitute plan or map prepared under section 5(5).

**Preparation and publishing of railway plans and maps**

5.—(1) Before the construction of any railway infrastructure or railway asset for a cross-border railway begins, the LTA must cause plans and maps to be prepared in such detail and with such markings and endorsements on the plans and maps as are sufficient to delineate the area within Singapore (called in this Act the railway area) —

- (a) within which land may be acquired; or
- (b) within which rights in, under or over land may be exercised by the LTA or a concessionaire or licensee under this Act,

for the purpose of or incidental to constructing, maintaining, operating and improving the railway infrastructure or managing the railway assets of, or providing a network service or passenger train service on, that cross-border railway.

(2) Every plan and map prepared under subsection (1) must be approved by the competent authority.

(3) An abstract of every plan and map prepared under subsection (1) that is approved by the competent authority under subsection (2) must —

- (a) be signed by an authorised officer of the LTA;
- (b) be deposited with the competent authority; and

(c) be made available for inspection by the public free of charge at the office of the LTA, during the normal operating hours of the LTA.

(4) The LTA must, within 21 days after the deposit under subsection (3)(b) with the competent authority of an abstract of a plan and map, cause a notice of the deposit to be published in the *Gazette* containing —

- (a) a general description of the plan and map; and
- (b) particulars of the places and times at which an abstract of the plan and map may be inspected by the public in conformity with subsection (3)(c).

(5) Any plan or map prepared under subsection (1) may, from time to time —

- (a) be amended; or
- (b) be replaced by a substitute plan or map.

(6) Subsections (2), (3) and (4) apply to every amended plan or map or every substitute plan or map (as the case may be) as if it were the original plan or map prepared under subsection (1), and the reference in subsection (4)(a) to a general description of a plan or map must also include a description of the nature and extent of the amendment or substitution.

(7) Sections 3 and 4 of the Land Acquisition Act (Cap. 152) are applicable to the lands likely to be delineated in any plan or map prepared for the purposes of subsection (1), or in any amended plan or map or substitute plan or map prepared under subsection (5), as being within the railway area.

(8) The reference to a competent authority —

- (a) in subsection (2) is a reference to the competent authority appointed under section 5 of the Planning Act (Cap. 232) in respect of the review of the Master Plan under that Act; and
- (b) in subsections (3)(b) and (4) is a reference to the competent authority appointed under section 5 of the Planning Act in respect of the development of land.

## **Railway plans and maps are final as to railway area**

**6.—**(1) No person has a right of objection to the delineation of land as railway area in any plan or map prepared under section 5(1) or to any amended plan or map or substitute plan or map prepared under section 5(5).

(2) The fact that land is so delineated in any plan or map prepared for the purposes of section 5(1), or in any amended plan or map or substitute plan or map prepared under section 5(5), as being within the railway area is for all purposes conclusive evidence that —

- (a) the land may be required to be acquired; or
- (b) rights in, under or over the land may need to be exercised by the LTA or a concessionaire or licensee under this Act,

for the purpose of or incidental to constructing, maintaining, operating and improving the railway infrastructure or managing the railway assets of, or providing network services or train services on, a cross-border railway subject to this Act.

(3) Such of the lands shown in any plan or map prepared under section 5(1), or any amended plan or map or substitute plan or map prepared under section 5(5), as within the railway area are to be treated as land required for a public purpose within the meaning of the Land Acquisition Act (Cap. 152).

### *Division 2 — Powers for construction of railway*

#### **Power to enter State land to construct, etc., railway**

**7.** The LTA or any person it authorises for the purpose of this section may do all or any of the following for the purpose of constructing, maintaining, operating or improving the railway infrastructure or railway assets of any cross-border railway:

- (a) at any reasonable time, enter upon any State land within or adjoining the railway area and take possession of that land;
- (b) subject to the approval of the Commissioner of Lands, do all things as are reasonably necessary for constructing, maintaining, operating or improving the railway

infrastructure or railway assets of the cross-border railway on, under or over the State land, including —

- (i) removing any building, or any object or structure or vegetation from the land;
- (ii) digging or boring of a tunnel under the land and erecting any building, object or structure over or under the land;
- (iii) underpinning or strengthening a building; and
- (iv) constructing railway passenger facilities on, under or over that land.

**Power to enter private land to construct, etc., railway**

**8.**—(1) This section applies only to land which is not State land, and land which is not owned by the LTA.

(2) The LTA or any person it authorises for the purposes of this section may do all or any of the following for the purpose of constructing, maintaining, operating or improving the railway infrastructure of any cross-border railway:

- (a) subject to subsection (3), enter upon the land within or adjoining the railway area and take possession of that land;
- (b) do all things as are reasonably necessary for constructing, maintaining, operating or improving the railway infrastructure of the cross-border railway on, under or over the land, including —
  - (i) removing any building, or any object or structure or vegetation from the land;
  - (ii) digging or boring of a tunnel under the land and erecting any building, object or structure over or under the land;
  - (iii) underpinning or strengthening a building; and
  - (iv) constructing railway passenger facilities on, under or over that land.



(3) The LTA or person authorised must not exercise any power conferred by subsection (2) in respect of any land unless every owner and occupier of the land is given not less than 2 months' notice of the intention to exercise a power conferred by that subsection.

(4) A notice mentioned in subsection (3) must —

- (a) give a brief description of the works which the LTA proposes to carry out on the land;
- (b) state the estimated period during which the LTA intends to occupy or take possession of the land;
- (c) describe the area or extent of the land needed for the carrying out of the works mentioned in paragraph (a); and
- (d) state that any person entitled to compensation under the Land Transport Authority of Singapore Act (Cap. 158A) may serve a written claim on the LTA.

(5) The ownership of anything is not altered by reason only that it is placed in, under, over or affixed to any land in exercise of a right conferred upon the LTA by this section.

### **Power to enter land for pre-construction survey, etc.**

**9.—**(1) Subject to subsection (3), the LTA or a person it authorises for the purposes of this section may, at reasonable times, enter any land or building described in subsection (2) in order to carry out all or any of the following:

- (a) survey and take levels of the land;
- (b) set out the line of any works reasonably necessary for constructing, maintaining, operating or improving the railway infrastructure of the cross-border railway;
- (c) dig or bore into the soil for the purpose of determining whether the soil is suitable for constructing, maintaining, operating or improving the railway infrastructure of the cross-border railway on, under or over the land;
- (d) inspect any object or structure for the purpose in section 12(1).

(2) The land or building in respect of which a power under this section may be exercised is any land or building within the railway area in respect of which a notice has been published in the *Gazette* in accordance with section 5 of the Land Acquisition Act (Cap. 152) but the land or building has not vested in the State.

(3) The LTA or person authorised must not exercise any power conferred by subsection (1) in respect of any land or building unless every owner and occupier of the land or building is given not less than 14 days' notice of the intention to exercise a power conferred by that subsection.

**Power to enter land for inspection and survey, etc.**

**10.**—(1) Subject to subsection (3), the LTA or a person it authorises for the purposes of this section may, at reasonable times, enter any land or building described in subsection (2) in order to carry out all or any of the following:

- (a) inspect or survey the land or building to ascertain the condition of the land or building before or during the construction, maintenance or operation of, or improvement to, the railway infrastructure of a cross-border railway;
- (b) carry out all reasonably necessary work of a preventative or remedial nature;
- (c) inspect the railway infrastructure of the cross-border railway which has been constructed on, over or under the land or building;
- (d) carry out all reasonably necessary work for the purpose of maintaining or operating the railway infrastructure of the cross-border railway, causing as little damage as possible and paying compensation to any person affected for any damage that may be caused.

(2) The land or building in respect of which a power under this section may be exercised are the following:

- (a) any land or building situated wholly or partly within the railway area;

(b) any land or building situated wholly or partly within 150 metres of the railway area.

(3) The LTA or person authorised must not exercise any power conferred by subsection (1) in respect of any land or building unless every owner and occupier of the land or building is given not less than 7 days' notice of the intention to exercise a power conferred by that subsection.

(4) However, subsection (3) does not apply if —

(a) the LTA is of the opinion that an emergency exists which necessitates immediate entry; or

(b) the entry is required only for the purpose of an inspection or a survey.

(5) A notice of entry mentioned in subsection (3) —

(a) must describe the purpose of the entry and the nature of any work to be carried out; and

(b) is deemed to be given to and received by an owner or occupier if a written notice is affixed to a conspicuous part of the land or building to be entered.

(6) In subsection (1)(b), “work of a preventative or remedial nature” means the underpinning or strengthening of any land or building and other work on the land or building, as the case may be, intended to render it reasonably safe or to repair or detect damage caused in the course of the construction, maintenance, operation or improvement of the railway infrastructure of a cross-border railway.

(7) The decision of the LTA that any work is of a preventative or remedial nature or that such work or any inspection or survey is reasonably necessary is final.

(8) The LTA, or any person acting under its authority, may —

(a) as the occasion requires, enter and re-inspect and re-survey any land or building in respect of which any of the powers contained in subsection (1) have been exercised; and

(b) in relation to that land or building, exercise such powers as often as the occasion may require.

## **Utility services**

**11.—**(1) The LTA, or a person it authorises for the purpose of this section, may serve a notice on the owner or supplier of any gas, electricity, water, telecommunication, sewerage or drainage services to —

(a) alter the course or position of any structure or apparatus (such as wire, line, cable, pipe, tube, casing, duct or post) which belongs to or is maintained by that owner or supplier; and

(b) repair any street surface disturbed by such alteration,

if, in the opinion of the LTA, the alteration is required for the purposes of the construction, maintenance, operation or improvement of the railway infrastructure of any cross-border railway.

(2) A notice under subsection (1) must —

(a) specify the structure or apparatus to which the notice applies and set out the requirements of the LTA as to the alteration of its course or position and the repair of any street surface;

(b) stipulate the period within which such work is to be carried out;

(c) be served upon the owner or supplier at least one month before the start of that period in paragraph (b); and

(d) state that any person entitled to compensation under the Land Transport Authority of Singapore Act (Cap. 158A) may serve a written claim on the LTA.

## **Removal of projections or obstructions**

**12.—**(1) The LTA, or any person it authorises for the purpose of this section may, by giving notice to the owner of any land or building in the railway area, require the owner to remove any object or structure which is erected on or attached to, or projects from, the land or building if in the opinion of the LTA the removal of the object or structure is reasonably necessary for constructing, maintaining,

operating or improving the railway infrastructure of a cross-border railway.

(2) A notice under subsection (1) is taken to be given to and received by an owner if a written notice is affixed to a conspicuous part of the land or building that the object or structure is erected on, or attached to or projects from.

(3) A notice under subsection (1) must —

- (a) describe the object or structure to be removed;
- (b) stipulate the period within which the work of removal is to be carried out;
- (c) be given to the owner of the land or building not later than 28 days before the start of that period in paragraph (b); and
- (d) state that any person entitled to compensation under the Land Transport Authority of Singapore Act (Cap. 158A) may serve a written claim on the LTA.

(4) If the owner of the land or building does not comply with a notice given to the owner under subsection (1), any person authorised in that behalf by the LTA (called in this section the authorised person) may enter the land or building, together with such other persons as the authorised person thinks necessary, and remove the object or structure described in the notice or cause it to be removed by those other persons.

### **How power to enter land is to be exercised**

**13.—**(1) Any individual authorised under this Division to enter upon any land or building must, if so required by the owner or occupier of the land or building concerned, produce evidence of his or her authority before so entering the land.

(2) Any person who refuses to give access to, or obstructs, hinders or delays, an individual authorised under this Division in the exercise of his or her power conferred under this Division shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$1,000.

## **Construction of railway bridges over Johore Straits**

**14.**—(1) The LTA may, with the approval of the Minister, construct or authorise to be constructed, over or in and across the Straits of Johore that is within Singapore and any other area outside Singapore but agreed between Singapore and Malaysia, the following:

- (a) a bridge suitable for the passage of railway traffic on a cross-border railway;
- (b) any railway infrastructure on, under or over that bridge, and such roadways and footways as the Minister deems expedient.

(2) A railway assets operator for a cross-border railway may, with the approval of the Minister, construct or authorise to be constructed on a bridge mentioned in subsection (1), railway assets necessary for the purpose of the cross-border railway.

(3) Every bridge mentioned in subsection (1) must be constructed and maintained in accordance with the plans and maps prepared under section 5(1) or any amended plan or map or substitute plan or map prepared under section 5(5).

### *Division 3 — Compensation and funding*

#### **Owners who suffer substantial impairment in rights in land may require their land to be acquired**

**15.**—(1) The owner of any land possession of which is or has been taken in accordance with section 8 may, by notice in writing given to the LTA, request the Government to acquire under the Land Acquisition Act (Cap. 152) —

- (a) the land; and
- (b) any other land of the owner related to the land in paragraph (a),

if the owner considers that he or she suffers substantial impairment of his or her rights in the lands in paragraphs (a) and (b) because of the taking of that possession.

(2) If there is more than one owner of the land concerned, the notice under this section must be given by all the owners.

(3) Any notice under this section is irrevocable once given to the LTA.

(4) For the purposes of this section and section 16, land (called *A* land) is related to other land possession of which is or has been taken in accordance with section 8 (in this section and section 16 called temporarily occupied land) if the *A* land is the remainder of a parcel of land part of which is the temporarily occupied land.

(5) In this section and section 16 —

“owner”, in relation to any land, means —

- (a) a person who has the fee simple estate in the land;
- (b) a person who is the grantee or lessee under a State title for the land;
- (c) a person who has become entitled to exercise a power of sale of the land; or
- (d) a person in occupation of the land under a tenancy the term of which exceeds 7 years;

“parcel of land” means the whole area of land that —

- (a) is the subject of a separate certificate of title registered under the Land Titles Act (Cap. 157); or
- (b) is a lot in a lawful division of land and capable of being separately held by any owner,

and where a single building is erected on 2 or more such adjoining lands or lots mentioned in paragraph (a) or (b), includes the area comprised in those lands or lots, as the case may be.

### **Owner-initiated acquisition**

**16.—**(1) Upon the LTA receiving a notice under section 15(1) in relation to any temporarily occupied land, and any other land related to the temporarily occupied land, the President is to proceed under the

Land Acquisition Act (Cap. 152) to acquire that land as if those lands were the subject of a notice under section 49 of that Act.

(2) The provisions of sections 49 and 49A of the Land Acquisition Act apply (so far as relevant) to any land that is the subject of a notice under section 15(1) with the following exceptions, modifications and adaptations:

- (a) any reference in those sections to any land that is the subject of a notice under section 49(1) of the Land Acquisition Act must be read as a reference to the land that is the subject of a notice under section 15(1);
- (b) any reference in those sections to land temporary possession of which is or has been taken under section 42 of the Land Acquisition Act must be read as a reference to any land possession of which is or has been taken in accordance with section 8;
- (c) any reference in those sections to an owner of land must be read as a reference to an owner of land mentioned in section 15;
- (d) any reference in section 49A of the Land Acquisition Act to a claim period for any land temporary possession of which is or has been taken in accordance with a direction under section 42 of that Act must be read as a reference to one year starting from either of the following dates:
  - (i) the date of the notice under section 8 relating to that land;
  - (ii) the date of the expiry of the term of possession in a notice under section 8 for the temporary occupation of the land, or the date the land is returned to the owner if earlier;
- (e) such other exceptions, modifications and adaptations as the differences between them necessarily require.

(3) All compensation for the acquisition under the Land Acquisition Act of any land that is the subject of a notice under section 15 is to be paid out of the funds of the LTA.



## **Funding for construction of railway infrastructure**

17. For the purpose of enabling the concessionaire under a concession agreement granted under Part 3, or the LTA if no such concession agreement is granted, to carry out its function and duty of constructing any railway infrastructure of a cross-border railway, the Minister for Finance must, from time to time, provide funds by way of grants, subject to such conditions as the Minister for Finance may impose, to the concessionaire or LTA (as the case may be) out of moneys provided by Parliament.

## **PART 3**

### **CONCESSIONAIRE FOR RAILWAY INFRASTRUCTURE**

#### **Concession agreement for railway infrastructure**

18.—(1) The Minister may, on behalf of the Government, enter into one concession agreement relating to the construction, maintenance, operation and improvement of the railway infrastructure of a cross-border railway.

(2) A concession agreement in subsection (1) may authorise the concessionaire to exercise, in place of the LTA, all or any of the LTA's powers and functions in Division 2 of Part 2.

(3) The Minister may cause the grant to the concessionaire of a concession agreement a lease of any land it appears to the Minister to be expedient to do so for the purpose of or in connection with the exercise by the concessionaire of its functions under that agreement and this Act.

#### **Transfer or termination of concession agreement**

19.—(1) A concession agreement, and any right, benefit or privilege of a concessionaire under a concession agreement, may be transferred or assigned to another person only if —

- (a) the concession agreement contains a condition authorising the transfer or assignment; and
- (b) the Minister consents in writing to the transfer or assignment.

(2) Any consent under subsection (1) may be given subject to compliance with such conditions as the Minister thinks fit to impose, which may include modifying, or requiring or otherwise providing for the making of modifications to, the terms of the concession agreement.

(3) A transfer or an assignment, or a purported transfer or assignment, of a concession agreement, or of any right, benefit or privilege of a concessionaire under the concession agreement, is void and of no effect —

- (a) if the concession agreement, or right, benefit or privilege under the concession agreement, is not capable of transfer or assignment;
- (b) if the transfer or assignment, or purported transfer or assignment, is in breach of a condition of the concession agreement; or
- (c) if there has been, before the transfer or assignment or purported transfer or assignment, a contravention of a condition subject to compliance with which the consent required by subsection (1) is given.

(4) If financial assistance has been provided under section 17 to the concessionaire for the purpose of constructing, maintaining, operating and improving the railway infrastructure of a cross-border railway, then upon the termination of the concession agreement by the effluxion of time or otherwise, there shall be transferred to a prescribed transferee by virtue of this section, without the need for any further conveyance, transfer, assignment or assurance, all such property, rights and liabilities of the concessionaire as in accordance with the concession agreement that fall to be so transferred in the circumstances.

(5) In subsection (4), “prescribed transferee” means the LTA or a nominee of the LTA.

### **Restrictions on voluntary winding up, etc.**

**20.—**(1) Despite the provisions of any other written law, where a concessionaire is a company and financial assistance has been

provided under section 17 to the concessionaire for the purpose of constructing, maintaining, operating and improving the railway infrastructure of a cross-border railway —

- (a) the company must not be wound up voluntarily without the consent of the Minister;
- (b) no application for a judicial management order under the Companies Act (Cap. 50) may be made by any person in relation to the company, unless that person has served on the Minister 14 days' notice in writing of the person's intention to make the application;
- (c) no application under section 210 or 211I of the Companies Act may be made by any person in relation to the company, unless that person has served on the Minister 14 days' notice in writing of the person's intention to make that application; and
- (d) no step may be taken by any person to enforce any security over the company's property unless that person has served on the Minister 14 days' notice in writing of the person's intention to take that step.

(2) The Minister must be a party to —

- (a) any proceeding under the Companies Act relating to the winding up of the affairs of a company which is a concessionaire;
- (b) any proceeding relating to the making of a judicial management order under the Companies Act in relation to a company which is a concessionaire; or
- (c) any proceeding relating to the making of an order under section 210 or 211I of the Companies Act in relation to a company which is a concessionaire.

(3) A court must, when deciding any proceeding mentioned in subsection (2), take into consideration any representation made by the Minister in that proceeding.

PART 4  
RAILWAY ASSETS OPERATOR

**Railway assets operator**

**21.**—(1) The concessionaire under a concession agreement granted under Part 3 for a cross-border railway, or the LTA if no concession agreement is granted, may, in accordance with the bilateral railway agreement for that cross-border railway, authorise by a railway assets contract one person (called in this Act the railway assets operator) —

- (a) to have the management of the railway assets of that cross-border railway;
- (b) to provide network services involving the railway assets of that cross-border railway; and
- (c) to perform such other functions specified in the bilateral railway agreement relating to that cross-border railway in relation to those railway assets.

(2) The concessionaire or LTA, as the case may be, may grant to the railway assets operator a lease of any railway infrastructure or railway asset as it appears to the concessionaire or LTA (as the case may be) to be expedient to do so for the purpose of or in connection with the exercise by the railway assets operator of its functions under the railway assets contract and this Act.

**Contents of railway assets contract**

**22.**—(1) A railway assets contract for a cross-border railway must relate to all railway assets in Singapore of that cross-border railway.

(2) A railway assets contract relating to the railway assets of a cross-border railway —

- (a) must specify the term of the contract;
- (b) must be subject to a condition precedent that requires the railway assets operator under the contract to obtain a railway assets operating licence before providing open network services involving those railway assets; and

(c) must not provide for an option to renew the contract exercisable by the railway assets operator.

(3) A railway assets contract may make provision in relation to the management of the railway assets and the provision of network services under the contract, and the administration of the contract, including —

- (a) the fees (if any) payable under the contract;
- (b) monetary or other penalties —
  - (i) for a breach of the contract;
  - (ii) for a failure (being not a breach of contract) to meet a requirement specified in the contract; or
  - (iii) payable on the termination of the contract; and
- (c) the records (including accounts) to be made and kept, and how they are to be made and kept.

(4) Subsection (3) does not limit the matters about which a railway assets contract may make provision.

(5) A railway assets contract that is inconsistent with subsection (2) is void to the extent of that inconsistency.

### **Railway assets contract non-transferable**

**23.—**(1) A railway assets contract, and any right, benefit or privilege of a railway assets operator under a railway assets contract, are transferable only with the prior written consent of the Minister.

(2) A transfer or an assignment, or a purported transfer or assignment, of a railway assets contract, or of any right, benefit or privilege of a railway assets operator under the railway assets contract, in contravention of subsection (1), is void and of no effect.

### **Restrictions on voluntary winding up, etc.**

**24.—**(1) Despite the provisions of any other written law, where a railway assets operator is a company —

- (a) the company must not be wound up voluntarily without the consent of the Minister;
  - (b) no application for a judicial management order under the Companies Act (Cap. 50) may be made by any person in relation to the company, unless that person has served on the Minister 14 days' notice in writing of the person's intention to make the application;
  - (c) no application under section 210 or 211I of the Companies Act may be made by any person in relation to the company, unless that person has served on the Minister 14 days' notice in writing of the person's intention to make that application; and
  - (d) no step may be taken by any person to enforce any security over the company's property, unless that person has served on the Minister 14 days' notice in writing of the person's intention to take that step.
- (2) The Minister must be a party to —
- (a) any proceeding under the Companies Act relating to the winding up of the affairs of a company which is a railway assets operator;
  - (b) any proceeding relating to the making of a judicial management order under the Companies Act in relation to a company which is a railway assets operator; or
  - (c) any proceeding relating to the making of an order under section 210 or 211I of the Companies Act in relation to a company which is a railway assets operator.
- (3) A court must, when deciding any proceeding mentioned in subsection (2), take into consideration any representation made by the Minister in that proceeding.

### **Unauthorised open network services on cross-border railway**

**25.—**(1) A person must not provide in Singapore any open network services in connection with a cross-border railway unless the person —

- (a) is authorised to do so by a railway assets operating licence;  
or
- (b) is authorised to do so by contract with a person mentioned in paragraph (a) (called in this Act a subcontractor).

(2) A person who contravenes subsection (1) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$50,000 or to imprisonment for a term not exceeding 6 months or to both and, in the case of a continuing offence, to a further fine not exceeding \$5,000 for every day or part of a day during which the offence continues after conviction.

## PART 5

### TRAIN SERVICE OPERATOR

#### **Train service operator**

**26.** The concessionaire under a concession agreement granted under Part 3 for a cross-border railway, or the LTA if no concession agreement is granted, may, in accordance with the bilateral railway agreement for the cross-border railway, authorise by a cross-border train service contract a person (called in this Act the train service operator) to provide a cross-border train service on that cross-border railway.

#### **Contents of cross-border train service contract**

**27.—(1)** A cross-border train service contract —

- (a) must specify the term of the contract;
- (b) must be subject to a condition precedent that requires the train service operator under the contract to obtain a cross-border train service licence before providing a cross-border train service on that cross-border railway; and
- (c) must not provide for an option to renew the contract exercisable by the train service operator.

(2) A cross-border train service contract may make provision in relation to the provision of a cross-border train service under the contract, and the administration of the contract, including —

- (a) the fees (if any) payable under the contract;
- (b) monetary or other penalties —
  - (i) for a breach of the contract;
  - (ii) for a failure (being not a breach of contract) to meet a requirement specified in the contract; or
  - (iii) payable on the termination of the contract; and
- (c) the records (including accounts) to be made and kept, and how they are to be made and kept.

(3) Subsection (2) does not limit the matters about which a cross-border train service contract may make provision.

(4) A cross-border train service contract that is inconsistent with subsection (1) is void to the extent of that inconsistency.

### **Cross-border train service contract non-transferable**

**28.**—(1) A cross-border train service contract, and any right, benefit or privilege of a train service operator under a cross-border train service contract, are transferable only with the prior written consent of the Minister.

(2) A transfer or an assignment, or a purported transfer or assignment, of a cross-border train service contract, or of any right, benefit or privilege of a train service operator under a cross-border train service contract, in contravention of subsection (1), is void and of no effect.

### **Unauthorised provision of cross-border train service**

**29.**—(1) A person must not provide a cross-border train service unless the person —

- (a) is authorised to do so by a cross-border train service licence; or
- (b) is authorised to do so by contract with a person mentioned in paragraph (a) (called in this Act a subcontractor).

(2) A person who contravenes subsection (1) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding



\$50,000 or to imprisonment for a term not exceeding 6 months or to both and, in the case of a continuing offence, to a further fine not exceeding \$5,000 for every day or part of a day during which the offence continues after conviction.

## PART 6

### GENERAL PROVISIONS FOR LICENCES

#### **Application for or to renew licences**

**30.**—(1) An application for or to renew a licence must be made to the LTA in accordance with this section.

(2) An application for or to renew a licence must —

- (a) be in such form and manner as the LTA may determine;
- (b) be accompanied by an application fee, if prescribed; and
- (c) be accompanied by such prescribed information and any other additional information that the LTA requires to decide on the application.

(3) The LTA may refuse to consider an application for or to renew a licence that is incomplete or not made in accordance with this section.

#### **Grant or renewal of licences**

**31.**—(1) After considering any application for or to renew a licence, the LTA may —

(a) on payment of —

- (i) a licence fee (if prescribed), grant the applicant the licence applied for; or
- (ii) a renewal fee or late renewal fee (if prescribed), renew the licence; or

(b) refuse to grant or renew the licence, as the case may be.

(2) In deciding whether to grant or renew a licence under subsection (1), and the conditions to impose or modify, the LTA must have regard to, and give such weight as the LTA considers appropriate to, the following matters:

- (a) whether the applicant is a railway assets operator in the case of an application for a railway assets operating licence, or has a cross-border train service contract in the case of an application for a cross-border train service licence;
- (b) the applicant's capacity to do the following in a safe and secure manner:
  - (i) to manage the railway assets of, and provide open network services of the type to be specified in the licence on, the cross-border railway in the application; or
  - (ii) to provide a cross-border train service on the cross-border railway in the application.

(3) To avoid doubt, the LTA is not confined to considering the matters specified in subsection (2) and may take into account such other matters and evidence as may be relevant.

(4) Without prejudice to subsection (1), the LTA may grant a renewal of a licence with or without modifying the conditions of the licence, but section 35 does not apply to or in relation to granting a renewal of a licence with modifications to the conditions of the original licence.

### **Validity of licences**

**32.—**(1) Every licence is to be in such form as the LTA may determine.

(2) Every licence granted or renewed under this Part is to continue in force for such period as may be specified in the licence unless it is earlier cancelled or suspended under section 39.

### **Restriction on transfer of licence**

**33.—**(1) A licence, and any right, benefit or privilege of the licensee under the licence, are not capable of being transferred or assigned.

(2) A transfer or an assignment, or a purported transfer or assignment, of a licence, or of any right, benefit or privilege of the licensee under the licence, is void and of no effect.

## Conditions of licences

**34.**—(1) In granting a licence to any person, the LTA may impose such conditions as the LTA considers requisite or expedient having regard to the purposes of this Act, and the relevant bilateral railway agreement relating to the licence.

(2) In particular, in granting a railway assets operating licence to a railway assets operator for a cross-border railway specified in the licence, the LTA may impose conditions —

- (a) about the safety and security of persons using or engaged in work in managing the railway assets of and providing open network services on the cross-border railway;
- (b) relating to the conduct of the employees, agents and subcontractors of the licensee;
- (c) requiring the licensee itself to deal with any plague or epidemic, fire, flood, earthquake or disaster (natural or otherwise) or any other public emergency;
- (d) restricting the carrying on by the licensee of any trade or business not related to the activity which the licensee is authorised by its licence to carry on;
- (e) requiring the licensee to undergo (at its own cost) such audit as the LTA may require to ascertain the licensee's compliance with —
  - (i) the requirements of or under this Act applicable to the licensee;
  - (ii) the conditions of the licence granted to that licensee;  
or
  - (iii) a direction given under section 37;
- (f) requiring the licensee —
  - (i) to comply with any requirement from time to time imposed by the LTA (or a person nominated by the LTA for this purpose) with respect to such matters concerning the management of the railway assets and

provision of open network services as are specified in the licence or are of a description so specified;

(ii) except insofar as the LTA (or a person nominated by the LTA for this purpose) consents to the licensee doing or not doing them, to do, or not to do, such things as are specified in the licence or are of a description so specified; or

(iii) to refer for determination by a person nominated by the LTA for this purpose such questions arising under the licence as are specified in the licence or are of a description so specified; and

(g) requiring the licensee to acquire from such person as may be specified in the licence, and to use, such property or rights as may be so specified, or to undertake such liabilities as may be so specified.

(3) In particular, in granting a cross-border train service licence to a train service operator for a cross-border railway specified in the licence, the LTA may impose conditions —

(a) about the safety and security of persons using or engaged in work in providing passenger train services on the cross-border railway;

(b) relating to the safety and security of passengers of trains in the provision of the cross-border train service, and other persons using or engaged in work on those trains;

(c) relating to the conduct of the employees, agents and subcontractors of the licensee;

(d) requiring the licensee itself to deal with any plague or epidemic, fire, flood, earthquake or disaster (natural or otherwise) or any other public emergency;

(e) requiring the licensee to undergo (at its own cost) such audit as the LTA may require to ascertain the licensee's compliance with —

(i) the requirements of or under this Act applicable to the licensee;

- (ii) the conditions of the licence granted to that licensee;  
or
  - (iii) a direction given under section 37;
- (f) requiring the licensee —
- (i) to comply with any requirement from time to time imposed by the LTA (or a person nominated by the LTA for this purpose) with respect to such matters concerning the provision of train services as are specified in the licence or are of a description so specified;
  - (ii) except insofar as the LTA (or a person nominated by the LTA for this purpose) consents to the licensee doing or not doing them, to do, or not to do, such things as are specified in the licence or are of a description so specified; or
  - (iii) to refer for determination by a person nominated by the LTA for this purpose such questions arising under the licence as are specified in the licence or are of a description so specified; and
- (g) requiring the licensee to acquire from such person as may be specified in the licence, and to use, such property or rights as may be so specified, or to undertake such liabilities as may be so specified.

(4) An audit mentioned in subsection (2)(e) or (3)(e) must be carried out by authorised officers or other officers of the LTA or such qualified individuals approved by the LTA for that purpose.

### **Modification of conditions of licence**

**35.**—(1) Subject to this section, the LTA may modify the conditions of a licence without compensating the licensee to whom the licence is granted.

(2) Before making any modification to the conditions of a licence under subsection (1), the LTA must give notice to the licensee concerned —

- (a) stating that the LTA proposes to make the modification in the manner as specified in the notice; and
  - (b) specifying the time (not being less than 28 days after the date of service of notice on the licensee) within which the licensee may make written representations to the LTA with respect to the proposed modification.
- (3) Upon receiving any written representation mentioned in subsection (2)(b), the LTA must consider such representation and may —
- (a) reject the representation;
  - (b) amend the proposed modification to the conditions of a licence in such manner as it thinks fit having regard to the representation; or
  - (c) withdraw the proposed modification.
- (4) Where the LTA —
- (a) rejects any written representation under subsection (3)(a);  
or
  - (b) amends any proposed modification under subsection (3)(b),
- the LTA must issue a direction in writing to the licensee requiring the licensee, within the time specified by the LTA, to give effect to the modification as specified in the notice or as amended by the LTA, as the case may be.
- (5) The LTA must not enforce its direction —
- (a) during the period mentioned in section 40(1); and
  - (b) whilst the appeal of the licensee is under consideration by the Minister.
- (6) If no written representation is received by the LTA within the time specified in subsection (2)(b) or if any written representation made under that subsection is subsequently withdrawn, the LTA may immediately carry out the modification to the conditions of the licence as specified in the notice given to the licensee under subsection (2).

## **Codes of practice**

**36.—(1)** The LTA may, from time to time —

- (a) issue one or more codes of practice applicable to licensees;
- (b) approve as a code of practice applicable to licensees any document prepared by a person other than the LTA if it considers the document suitable for this purpose; or
- (c) amend or revoke any code of practice issued under paragraph (a) or approved under paragraph (b),

with respect to all or any of the following:

- (i) the safe provision of open network services and cross-border train services on a cross-border railway;
- (ii) the coordination and cooperation, on such terms as the LTA may specify, with any other person in the use or sharing of any railway asset or part of it, owned or used by the licensee in providing any open network service or cross-border train service on a cross-border railway;
- (iii) the technical compatibility and safety of operation of any railway asset used in the provision of open network services and cross-border train services on a cross-border railway;
- (iv) the duties and obligations of any licensee in relation to its business operation insofar as it relates to the provision of open network services and cross-border train services on a cross-border railway.

(2) If any provision in any code of practice is inconsistent with any provision of this Act, such provision, to the extent of the inconsistency —

- (a) is to have effect subject to the provisions of this Act; or
- (b) having regard to this Act, is not to have effect.

(3) Where a code of practice is issued, approved, amended or revoked by the LTA under subsection (1), the LTA must —

- (a) publish a notice of the issue, approval, amendment or revocation, as the case may be, of the code of practice in such manner as will secure adequate publicity for such issue, approval, amendment or revocation;
  - (b) specify in the notice mentioned in paragraph (a) the date of the issue, approval, amendment or revocation, as the case may be; and
  - (c) ensure that, so long as the code of practice remains in force, copies of that code, and of all amendments to that code, are available for inspection by licensees free of charge and for their purchase at a reasonable price.
- (4) No code of practice, no amendment to a code of practice, and no revocation of any code of practice, has any force or effect until the notice relating to it is published in accordance with subsection (3).
- (5) Any code of practice does not have legislative effect.
- (6) Every licensee must comply with the codes of practice issued or approved under this section that apply to the licensee.
- (7) The LTA must give a copy of each code of practice and any amendment to or revocation of a code of practice to the Minister; but failure to comply with this subsection in respect of any code of practice, or any amendment or revocation of a code of practice, does not invalidate the code of practice or the amendment or revocation, as the case may be.

### **Directions affecting licensees**

**37.—**(1) The LTA may give directions to be observed by a licensee for or in respect of the following matters:

- (a) the maintenance and operation of the cross-border railway specified in the licence of the licensee;
- (b) the safety of passengers travelling on or persons who use, or who are engaged in any work on, the cross-border railway specified in the licence of the licensee;
- (c) the testing and commissioning of the cross-border railway specified in the licence of the licensee;



- (d) the measures necessary for licensees to deal with any plague or epidemic, fire, flood, earthquake or disaster (natural or otherwise) or other public emergency;
- (e) any survey for any improvement or expansion of the cross-border railway specified in the licence of the licensee;
- (f) any other matters affecting the interests of the public in connection with the services provided by the licensee.

(2) Subject to subsection (5), any direction given under subsection (1) —

- (a) may require the licensee concerned (according to the circumstances of the case) to do, or to refrain from doing, such things as are specified in the direction or are of a description as specified in the direction;
- (b) takes effect at such time, being the earliest practicable time, as is determined by or under that direction; and
- (c) may be revoked at any time by the LTA.

(3) Before giving any direction to any licensee under subsection (1), the LTA —

- (a) must give notice to the licensee —
  - (i) informing the licensee of the proposed direction and setting out its effect; and
  - (ii) specifying the time within which representations may be made by the licensee in connection with the proposed direction,

unless the LTA, in respect of any particular direction, considers that it is not practicable or desirable that such notice be given; and

- (b) must consider any written representation mentioned in paragraph (a)(ii) which is duly made by the licensee.

(4) Every licensee must comply with every direction given to it by the LTA under this section.

(5) This section does not authorise the giving of a direction to any licensee to stop —

- (a) providing a cross-border train service on any cross-border railway; or
- (b) providing network services to the extent that any cross-border train service must stop.

### **Provisional orders for securing compliance**

**38.—**(1) Subject to subsections (5) and (6), where it appears to the LTA that —

- (a) a licensee is contravening, or is likely to contravene —
  - (i) any of the conditions of its licence; or
  - (ii) any code of practice applicable to the licensee; or
- (b) a licensee has failed to secure the compliance by its employees, agents or subcontractors with —
  - (i) any of the conditions of its licence; or
  - (ii) any code of practice applicable to the licensee,

and that it is appropriate or requisite that a provisional order be made under this section, the LTA must, instead of taking any decision under section 39, by provisional order make such provision as appears to it requisite for securing compliance with that licence condition or code of practice.

(2) A provisional order —

- (a) must require the licensee to whom it relates (according to the circumstances of the case) to do, or not to do, such things as are specified in the provisional order or are of a description so specified;
- (b) takes effect at such time, being the earliest practicable time, as is determined by or under the provisional order; and
- (c) may be revoked at any time by the LTA.

(3) In determining whether it is appropriate or requisite that a provisional order be made, the LTA must have regard, in particular, to

the extent to which any person is likely to sustain loss or damage in consequence of anything which, in contravention of the condition of a licence or code of practice, is done or likely to be done, or omitted to be done, before a decision under section 39 may be made.

(4) Subject to subsections (5), (6) and (7), the LTA must, by notice in writing, confirm a provisional order, with or without modifications, if —

- (a) the LTA is satisfied that the licensee to whom the order relates is contravening, or is likely to contravene any condition of its licence or any code of practice, or has failed to secure the compliance by its employees, agents or subcontractors with any condition of its licence or any code of practice; and
- (b) the provision made by the order (with any modifications) is requisite for the purpose of securing compliance with that licence condition or code of practice.

(5) The LTA must not make or confirm a provisional order in relation to a licensee if it is satisfied —

- (a) that the duties imposed on the LTA under this Act or the Land Transport Authority of Singapore Act (Cap. 158A), or the terms of the relevant bilateral railway agreement, preclude the making of such an order;
- (b) that the licensee has agreed to take, and is taking, all such steps as it appears to the LTA for the time being to be appropriate for the licensee to take for the purpose of securing or facilitating compliance with the licence condition or code of practice in question; or
- (c) that the contraventions were, or the apprehended contraventions are, of a trivial nature.

(6) Before the LTA makes or confirms a provisional order, the LTA must give notice to the licensee concerned —

- (a) stating that the LTA proposes to make or confirm the provisional order and setting out its effect;

(b) setting out —

- (i) the relevant licence condition or code of practice for the purpose of securing compliance with which the provisional order is to be made or confirmed;
  - (ii) the acts or omissions which, in the LTA's opinion, constitute or would constitute contraventions of that licence condition or code of practice; and
  - (iii) the other facts which, in the LTA's opinion, justify the making or confirmation of the provisional order; and
- (c) specifying the period (not being less than 28 days after the date of service of the notice) within which representations with respect to the proposed provisional order or proposed confirmation may be made,

and must consider any representation which is duly made and not withdrawn.

(7) The LTA must not confirm a provisional order with modifications except —

(a) with the consent of the licensee to whom the provisional order relates; or

(b) after —

- (i) serving on that licensee such notice of the proposal to confirm the provisional order with modifications and in that notice, specifying the period (not being less than 28 days after the date of service of the notice) within which representations with respect to the proposed modifications may be made; and
- (ii) considering any representation which is duly made and not withdrawn.

(8) In this section, “provisional order” means an order under this section which, if not previously confirmed in accordance with subsection (5), will cease to have effect at the end of such period (not exceeding 3 months) as is determined by or under the order.

### **Suspension or cancellation of licence, etc.**

**39.**—(1) Subject to subsection (2), if any licensee for a cross-border railway —

- (a) contravenes or fails to comply with, or fails to secure the compliance by its employees, agents or subcontractors with —
  - (i) any of the conditions of its licence;
  - (ii) any code of practice applicable to the licensee; or
  - (iii) any requirement of or under this Act which is applicable to the licensee in relation to that railway and for which no criminal penalty is prescribed for a contravention of the requirement;
- (b) is convicted of any offence under this Act;
- (c) in the opinion of the LTA, fails or is likely to fail to provide and maintain a safe and secure service in relation to that cross-border railway;
- (d) fails to comply with any direction given by the LTA under section 37 in relation to that cross-border railway;
- (e) fails to comply with any provisional order confirmed under section 38;
- (f) fails to comply with any service suspension order under section 56 in relation to that cross-border railway;
- (g) goes into compulsory or voluntary liquidation other than for the purpose of reconstruction or amalgamation; or
- (h) makes any assignment to, or composition with, its creditors or, if a company, is unable to pay its debts,

the LTA may, by notice in writing and without any compensation, do all or any of the following:

- (i) suspend or cancel the licence of the licensee for that cross-border railway;
- (ii) require the licensee to pay, within a specified period, a financial penalty of such amount as the LTA thinks fit,

which in any case must not exceed the maximum amount specified in subsection (2).

(2) For the purposes of requiring a licensee for a cross-border railway to pay a financial penalty under subsection (1)(ii), the maximum amount means the higher of the following amounts:

- (a) \$1 million; or
- (b) 10% of the licensee's gross annual revenue that is received during the licensee's last-completed financial year (as ascertained from the licensee's latest audited accounts) from the management of railway assets and provision of open network services, or the provision of cross-border train services (as the case may be) involving that cross-border railway.

(3) For the purposes of subsection (1)(h), a company is unable to pay its debts if it is a company which is deemed to be so unable under section 254(2) of the Companies Act (Cap. 50).

### **Appeal to Minister**

**40.—**(1) Any licensee aggrieved by —

- (a) any licence condition imposed by the LTA under section 34(2) or (3);
- (b) any modification of the conditions of its licence under section 35;
- (c) any direction given by the LTA under section 37;
- (d) any decision made by the LTA under section 39(1)(i) or (ii);
- (e) any confirmed provisional order under section 38; or
- (f) the refusal of the LTA to renew its licence,

may, within 14 days after the receipt of the notice relating to the relevant matter, appeal to the Minister.

(2) Except as provided in subsection (3) or section 35(5) or unless the Minister otherwise directs, where an appeal is lodged by a licensee under this section, the licensee must continue to comply with any

licence condition, direction, decision, confirmed provisional order or refusal being appealed against, until the determination of the appeal.

(3) If any such appeal is made in relation to a provision of a notice under section 39(1)(ii) requiring the payment of a financial penalty and the financial penalty would be payable before the time when the appeal is determined, it need not be paid until that time.

(4) The Minister may determine an appeal under this section by confirming, varying or reversing any decision of the LTA, or by amending any licence condition, direction, or confirmed provisional order, affecting the licensee.

(5) The decision of the Minister on appeal is final.

(6) In deciding on an appeal under this section, the Minister may consult the relevant bilateral committee for the railway concerned, but is not bound by the opinion of the bilateral committee.

(7) In subsections (1) and (2), a reference to licensee includes a former licensee if the decision appealed against is the cancellation of a licence or refusal to renew a licence.

### **Outstanding fees, penalties, etc.**

**41.—**(1) If —

- (a) any fee imposed under section 31 in respect of a licence is not paid in full by the due date for payment; or
- (b) any financial penalty imposed under section 39(1)(ii) in respect of a licensee is not paid in full by the due date for payment,

interest at the prescribed rate is payable by the licensee concerned on the outstanding amount of any such fee or financial penalty.

(2) The LTA may recover as a debt in a court of competent jurisdiction any of the following amounts that has become due and payable but has not been paid:

- (a) any fee imposed under section 31 in respect of a licence;
- (b) any financial penalty imposed under section 39(1)(ii);

(c) any interest imposed under subsection (1),  
and the liability of the licensee concerned to pay is not affected by its  
licence ceasing (for any reason) to be in force.

## PART 7

### MONITORING COMPLIANCE

#### **Submission of reports, accounts, etc.**

**42.**—(1) Within 3 months after the end of each financial year of a licensee or such longer period as the LTA may in writing allow on any particular instance, the licensee must deliver to the LTA —

- (a) a report of its operations during that financial year containing such information as is necessary to enable the LTA to assess the licensee; and
- (b) its audited annual balance sheet, profit and loss account and the reports of its auditor and directors.

(2) The report required under subsection (1)(a) must be in such form as may be required by the LTA.

#### **Submission of further information**

**43.** The LTA may, by order in writing, require a licensee to submit such further or additional information as it may deem necessary with reference to any report, accounts or information forwarded by that licensee under section 42, and that further or additional information must be submitted within such period and in such manner as the LTA may require.

#### **LTA to be informed of industrial disputes, etc.**

**44.** It is the duty of every licensee, at all times, to inform the LTA immediately of the following matters:

- (a) any industrial dispute between the licensee and its employees;
- (b) any fire occurrence within the premises it carries out activities authorised under its licence;



- (c) any proceeding or claim instituted or made against the licensee which might have an adverse effect on its financial condition or on its ability to comply with any condition of its licence, any code of practice applicable to the licensee and any applicable requirement by or under this Act.

## PART 8

### CROSS-BORDER RAILWAY ADMINISTRATION

#### *Division 1 — Railway opening*

#### **Notice of intended opening of cross-border railway**

**45.**—(1) Subject to subsection (2), the concessionaire under a concession agreement granted under Part 3 for a cross-border railway, or the LTA if no concession agreement is granted, must at least 3 months before the intended date of opening of the cross-border railway —

- (a) cause notice to be given in writing to the Minister of the intention to open the railway; and
- (b) apply to the Minister for approval under section 46 to open the railway.

(2) The Minister may, in his or her discretion or on application, reduce the period of or dispense with the notice mentioned in subsection (1).

(3) In this Part, opening a cross-border railway means to start providing to the public cross-border train services on the cross-border railway, and includes —

- (a) selling, offering to sell or advertising for sale any ticket for carriage on a train as part of those services; or
- (b) supplying a ticket for carriage on a train as part of those services, in circumstances in which the supplier derives a direct benefit, pecuniary or otherwise.

## **Minister to approve opening of railway**

**46.—**(1) A cross-border railway must not be opened except with the Minister's approval.

(2) The Minister may refuse an application under section 45(1) to open a cross-border railway if there is no satisfactory report by an independent verification and validation agent about the cross-border railway.

(3) A report by an independent verification and validation agent is unsatisfactory unless it states that —

- (a) the independent verification and validation agent has inspected the cross-border railway in question, including the railway assets and all other equipment to be used for or in connection with the provision of network services for and cross-border train services on that cross-border railway; and
- (b) in the independent verification and validation agent's opinion —
  - (i) the cross-border railway in question is fit to receive trains and to open; and
  - (ii) the opening of the cross-border railway is unlikely to endanger or damage any railway asset or railway infrastructure of the railway, or endanger any passenger to be carried or person lawfully employed or engaged to work on that railway.

(4) The Minister may require the independent verification and validation agent to provide such other information as the Minister requires for the purpose of this section.

(5) In deciding whether to give his or her approval under subsection (1) to open a cross-border railway, the Minister must consult the relevant bilateral committee for the railway but is not bound by the opinion of the bilateral committee.

(6) An independent verification and validation agent is a person who is jointly appointed by —

(a) the concessionaire for a cross-border railway, or the LTA if there is no concession agreement; and

(b) the corresponding concessionaire,

with the approval of the bilateral committee for that railway.

(7) In subsection (6), the corresponding concessionaire for a cross-border railway is a person or body whom the Minister designates as such, on being satisfied that the person or body is authorised to design, construct, maintain, operate or improve the railway infrastructure in Malaysia of the cross-border railway.

### *Division 2 — Rights for railway administration*

#### **Creation of rights in, under or over land**

**47.—**(1) From the date of publication in the *Gazette* of an order of creation of a right under this subsection —

(a) the concessionaire or, the LTA if there is no concession agreement for a cross-border railway;

(b) the railway assets operator for a cross-border railway; and

(c) the train service operator for a cross-border railway,

may enter upon such land within the railway area for that cross-border railway as described in the order (not being State land or land belonging to the LTA), and exercise such permanent rights in, under or over such land or such rights of temporary occupation of the land as may be specified in the order.

(2) Any right mentioned in an order under subsection (1) is limited to a right conferring such rights and powers as are necessary or convenient —

(a) in the case of the concessionaire or, the LTA if there is no concession agreement granted, for the purposes of and incidental to constructing, maintaining, operating and improving the railway infrastructure of a cross-border railway specified in the order;

(b) in the case of the railway assets operator for a cross-border railway, for the purposes of and incidental to management

of the railway assets of, and providing network services for, the cross-border railway specified in the order; and

- (c) in the case of the train service operator for a cross-border railway, for the purposes of and incidental to providing a cross-border train service on the cross-border railway specified in the order.

(3) Subject to this section, the LTA may, by order in the *Gazette*, declare that land within the railway area for a cross-border railway as described in the order (not being State land or land belonging to the LTA), is set aside for use by members of the public as an entrance to or exit from a train station of a cross-border railway, but without derogating from any right of passage conferred by the common law.

(4) An order made under this section attaches to the land and is binding on all persons who from time to time have an interest in the land.

(5) An order made under this section must —

- (a) be made by the LTA;
- (b) describe the right in, under or over land, the right of temporary occupation or the public's right of passage, as the case may be, and the area of land subject to such right; and
- (c) state particulars of the places and times at which a copy of a plan of the area of land subject to such right may be inspected.

(6) In addition, an order made under subsection (3) may —

- (a) provide for periods during which the entrance to or exit from a train station is closed; and
- (b) include terms and conditions as to the use and management of the entrance or exit.

(7) An order made under this section may be amended at any time.

## **Tracks, etc., are not fixtures**

**48.** Every track, installation or plant used for a cross-border railway and placed under, over, along, across, in or upon any property by the LTA, a concessionaire or a railway assets operator in the discharge of their functions under this Act remains the property of the LTA, concessionaire or railway assets operator (as the case may be), whether or not it has become in whole or in part a fixture.

## **PART 9**

### **SAFETY AND SECURITY MATTERS**

#### *Division 1 — Safety inspections*

#### **Appointment of independent safety auditor**

**49.** The LTA must, in accordance with the relevant bilateral railway agreement for the cross-border railway in question, jointly appoint an individual as the independent safety auditor for the cross-border railway.

#### **Appointment of rail safety inspectors**

**50.—(1)** The LTA may, in writing, appoint as rail safety inspectors any of the following persons:

- (a) any employee of the LTA with suitable qualifications and experience to properly exercise the powers of a rail safety inspector;
- (b) any individual who is not an employee of the LTA and has suitable qualifications and experience to properly exercise the powers of a rail safety inspector.

(2) The LTA must issue to each rail safety inspector an identification card, which must be carried at all times by the rail safety inspector when exercising powers under this Act.

(3) Without affecting the Land Transport Authority of Singapore Act (Cap. 158A), but subject to subsection (4), the LTA may delegate the exercise of all or any of the powers conferred or duties imposed upon it under this Part to such of its employees, and such other

individuals who are not its employees, as it appoints under this section to be a rail safety inspector.

(4) However, nothing in subsection (3) authorises delegating the power of delegation conferred by that subsection.

(5) Any delegation under subsection (3) may be general or in a particular case and may be subject to such conditions or limitations as set out in this Act or as the LTA may specify.

(6) Every rail safety inspector who is not an employee of the LTA and acting under this Part is to be regarded as a public servant for the purposes of the Penal Code (Cap. 224).

### **Safety inspections and monitoring**

**51.**—(1) The LTA or independent safety auditor may, by notice in writing, require, after the opening of a cross-border railway —

- (a) any licensee for the cross-border railway;
- (b) the concessionaire for the cross-border railway; or
- (c) a subcontractor of a licensee for the cross-border railway,

to undergo such inspection or monitoring as the LTA or independent safety auditor considers, on reasonable grounds, necessary in the interests of ensuring the safety of the cross-border railway.

(2) In addition, the independent safety auditor may, by notice in writing, after the opening of a cross-border railway, require the LTA if there is no concession agreement granted for the cross-border railway, to undergo such inspection or monitoring as the independent safety auditor considers, on reasonable grounds, necessary in the interests of ensuring the safety of the cross-border railway.

(3) For the purposes of any inspection or monitoring under subsection (1) or (2), the LTA or independent safety auditor may in respect of any person described in subsection (1) or (2), by notice in writing, require from that person such information as the LTA or independent safety auditor, as the case may be, considers relevant to the inspection or monitoring.

(4) Any person to whom a notice under subsection (1), (2) or (3) is given who, without reasonable excuse, fails to comply with the

requirements of the notice shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$50,000 or to imprisonment for a term not exceeding 2 years or to both.

**Power of entry to premises, trains, etc.**

**52.**—(1) For the purpose of finding out whether an applicable requirement of this Act is being complied with, every rail safety inspector has the right of access, at any reasonable time, to the following:

- (a) any railway infrastructure of a cross-border railway;
- (b) any railway asset of a cross-border railway;
- (c) any premises in Singapore used for undertaking any activity connected with managing railway assets, providing network services for or providing a cross-border train service on a cross-border railway;
- (d) any document or record concerning any matter or activity mentioned in paragraph (a), (b) or (c).

(2) A rail safety inspector is authorised to enter any railway infrastructure, railway asset or premises mentioned in subsection (1) only if its occupier has consented to the entry or after giving 3 hours' prior notice of that entry to the occupier.

(3) A rail safety inspector who is authorised under subsection (1) to have access to or to enter any railway infrastructure, railway asset or premises mentioned in that subsection may —

- (a) require any person who is in possession of any certificate, book, manual, record or other document relating to any railway infrastructure or railway asset, or the provision of network services or cross-border train services to produce the certificate, book, manual, record or document, and take and retain extracts or copies of it;
- (b) require any person in possession of, or having control of, any machinery, equipment or other thing relating to the maintenance, operation or improvement of any railway infrastructure, the management of a railway asset, or the

provision of network services or a cross-border train service, as the case may be —

- (i) to produce the machinery, equipment or other thing for inspection; and
  - (ii) to answer questions or provide information relating to the machinery, equipment or other thing;
- (c) inspect and test any machinery, equipment or other thing mentioned in paragraph (b), or require any person to do anything which the rail safety inspector reasonably considers to be necessary for facilitating such test or inspection;
- (d) if the rail safety inspector considers it necessary to do so for the purpose of obtaining evidence of the contravention of any applicable requirement of this Act, seize any machinery, equipment, substance, record or other thing;
- (e) inspect, examine and take samples of any substance or thing on or in the railway infrastructure or railway asset or the premises mentioned in subsection (1)(c); and
- (f) photograph, or make sketches of, the railway infrastructure or railway asset or the premises mentioned in subsection (1)(c) and any substance or thing on or in the railway infrastructure, railway asset or premises.

(4) For the purpose of discharging his or her duties to the bilateral committee for a cross-border railway that has opened, the independent safety auditor for the cross-border railway has the same right of access and may exercise in Singapore the same powers conferred under this section on a rail safety inspector; and any reference in this section to a rail safety inspector includes a reference to the independent safety auditor.

(5) In this section, a requirement of this Act means any of the following relating to safety of cross-border railways:

- (a) a requirement of or under a provision of this Act;
- (b) a requirement of or under any regulation made under this Act;



- (c) a requirement of a notice, direction or order given by the LTA under this Act;
- (d) a condition of a licence or a code of practice.

**Obstructing rail safety inspectors, etc.**

**53.—**(1) A person who refuses to give access to, or obstructs, hinders or delays —

- (a) the independent safety auditor; or
- (b) a rail safety inspector,

in the discharge of his or her duties under this Act shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding 6 months or to both.

(2) However, it is not an offence under subsection (1) for any person to refuse to comply with any request, demand or order made or given by the independent safety auditor or a rail safety inspector who fails to declare his or her office and refuses to produce his or her identification card on demand being made by that person.

(3) Any person who —

- (a) without reasonable excuse, refuses or fails to comply with a requirement under section 51 made by the independent safety auditor or a rail safety inspector; or
- (b) knowingly furnishes to the independent safety auditor or a rail safety inspector information that is false or misleading in a material particular,

shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding 6 months.

*Division 2 — Accidents and suspension of railway*

**Interpretation of this Division**

**54.** In this Division, unless the context otherwise requires —

“accident” means an accident associated with the operation of any railway infrastructure or a cross-border train or other railway asset where —

- (a) a cross-border train is destroyed or seriously damaged as a result;
- (b) an individual dies or suffers serious injury as a result;  
or
- (c) any property is destroyed or seriously damaged as a result;

“passenger” includes an intending passenger;

“railway security incident” means a threatened act of unlawful interference or an act of unlawful interference;

“serious incident” means an occurrence involving the operation of a cross-border train or other railway asset where —

- (a) the cross-border train is involved in a near-accident;  
or
- (b) the occurrence could have affected or affected the safety of the operation of the train.

**Compulsory reporting of accidents, etc., on cross-border railway**

**55.—(1)** This section applies where —

- (a) an accident or a serious incident occurs in Singapore; or
- (b) an accident or a serious incident occurs outside Singapore involving a train operated by a licensee holding a cross-border train service licence.

(2) If a relevant person has knowledge of an accident or a serious incident mentioned in subsection (1), the relevant person must give notice of the accident or serious incident to —

- (a) the competent authority for transport accidents in accordance with the written law in force governing transport accidents in Singapore; and
  - (b) the bilateral committee for that cross-border railway within the prescribed time and in the prescribed manner.
- (3) A relevant person who, without reasonable excuse, contravenes subsection (2) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$100,000 or to imprisonment for a term not exceeding 5 years or to both.
- (4) To avoid doubt, nothing in this section affects the operation of —
- (a) the Electricity Act (Cap. 89A);
  - (b) the Fire Safety Act (Cap. 109A); or
  - (c) the Workplace Safety and Health Act (Cap. 354A).
- (5) In this section, “relevant person” means —
- (a) the licensee having charge of the railway infrastructure or railway asset involved, or the master of the cross-border train involved, at the time of the accident or serious incident;
  - (b) where the accident or serious incident occurs on or adjacent to a train station of a cross-border railway in Singapore, the owner or operator of the train station; and
  - (c) in all other accidents or serious incidents, such persons as may be prescribed by the written law in force governing transport accidents.

### **Service suspension order**

**56.—**(1) Where it appears to the Minister that —

- (a) there is a serious and imminent risk to travel on a cross-border railway because of an accident, a malfunction, natural disaster, terrorist act or other exceptional reason; and

- (b) it is appropriate or requisite, to avoid any actual or imminent occurrence that endangers or threatens to endanger the safety of the public, that an order be made under this section,

the Minister may make an order suspending the provision of cross-border train services on the cross-border railway (called in this section a service suspension order).

(2) A service suspension order must require the licensee to whom it relates (according to the circumstances of the case) —

- (a) to close the cross-border railway for the carriage of passengers; and
- (b) to do, or not to do, such other things as are specified in the order or are of a description so specified.

(3) A service suspension order —

- (a) must take effect at such time, being the earliest practicable time, as is determined by or under the order; and
- (b) may be revoked at any time by the Minister.

(4) In determining whether it is appropriate or requisite that a service suspension order be made, the Minister must have regard, in particular, to the views of the bilateral committee and the corresponding rail authority unless it is not practicable to first obtain those views.

(5) A service suspension order under this section will cease to have effect at the end of such period (not exceeding 30 days) as is determined by or under the order.

(6) However, the cessation of a service suspension order having effect does not prevent a further service suspension order being made by the Minister if the Minister is satisfied that the circumstances warrant it.

### **Reopening railway after service suspension order**

**57.—**(1) A cross-border railway which has been closed under section 56 must not be reopened when the service suspension order has effect, except with the Minister's approval.

(2) The Minister may refuse approval to reopen a cross-border railway if there is no satisfactory report by a rail safety inspector about the cross-border railway.

(3) A report by a rail safety inspector is unsatisfactory unless it states that —

(a) the rail safety inspector has inspected the cross-border railway in question, including the railway infrastructure, railway assets and all other equipment to be used for or in connection with the provision of network services and cross-border train services; and

(b) in the rail safety inspector's opinion —

(i) the cross-border railway in question is fit to resume receiving trains and to reopen; and

(ii) the reopening of the railway is unlikely to endanger or damage any railway asset or railway infrastructure of the cross-border railway, or endanger any passenger to be carried on or person lawfully employed or engaged to work on that railway.

(4) In deciding whether to give his or her approval under subsection (1) to reopen a cross-border railway, the Minister must consult the relevant bilateral committee for the railway but is not bound by the opinion of the bilateral committee.

### *Division 3 — Railway security*

#### **Cross-border railway security agency**

**58.** The Minister may designate a person or body of persons to be the cross-border railway security agency for the purposes of this Act.

#### **Security directives**

**59.—**(1) The cross-border railway security agency may, by a security directive, require any of the following persons to carry out, within the time delimited by the security directive, such security measures as the cross-border railway security agency may specify in the security directive:

- (a) any licensee for a cross-border railway;
- (b) the concessionaire for a cross-border railway;
- (c) the LTA;
- (d) any person who is not mentioned in paragraph (a), (b) or (c) but who —
  - (i) operates, maintains or improves, or does any other act (whether or not at a train station) in respect of any railway infrastructure, railway asset, network service or cross-border train service; or
  - (ii) for the purposes of any business carried on or service provided by the person, has access to the train station of a cross-border railway or to an area or place within such a train station public access to which is restricted.

(2) The cross-border railway security agency may, at any time, vary or rescind a security directive given under subsection (1), and that security directive has effect until it is so varied or rescinded, or rescinded and replaced by another security directive.

(3) If —

- (a) a security directive is given to a person in subsection (1);
- (b) the security directive is in force; and
- (c) the person fails to comply or do anything required of the person by the security directive,

that person shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$100,000 or to imprisonment for a term not exceeding 5 years or to both.

(4) Subsection (3) does not apply if the person has a reasonable excuse, the burden of proof of which lies with the person.

(5) Despite subsection (1), a security directive need not be in writing in cases of extreme urgency, in order to respond rapidly —

- (a) to any specific railway security incident requiring immediate action or additional security measures; or

- (b) to a change in the nature of an existing general threat of an act of unlawful interference, requiring immediate action or additional security measures,

and in such a case, the cross-border railway security agency may issue a verbal security directive to any person in subsection (1), which must be confirmed in writing as soon as practicable.

(6) In this section, “security measure” includes —

- (a) any measure, equipment or procedure to carry out screening or re-screening and clearing of —
  - (i) any person boarding a train; or
  - (ii) any baggage or other thing to be carried on a cross-border train;
- (b) passenger check-in and boarding procedures, including procedures for dealing with —
  - (i) diplomats and other special passengers, their diplomatic bags and baggage;
  - (ii) passengers with reduced mobility or a medical condition;
  - (iii) passengers in custody and suspicious behaviour in passengers; or
  - (iv) anomalies in passenger reconciliation that may arise during check-in or boarding;
- (c) any security measures or procedures to be used within a train station of a cross-border railway, including measures —
  - (i) to control access at the train stations of a cross-border railway and maintain the integrity of access control systems;
  - (ii) to deter and detect unauthorised access by people, aircraft, vehicles or things into an area or place within a train station or railway infrastructure of a cross-border railway public access to which is restricted;

- (iii) to assess, identify and respond to unknown substances;
  - (iv) to investigate, secure, and remove unattended or suspicious vehicles, baggage and other things; and
  - (v) to ensure the security of passwords, keys and key lists, electronic access cards and other security privileges;
- (d) any measure to deter unauthorised possession of firearms, weapons and other prohibited items in a train station of a cross-border railway, any other part of the railway or a cross-border train, including procedures —
  - (i) for dealing with surrendered firearms, other weapons and prohibited items; and
  - (ii) for handling and movement of firearms and other weapons;
- (e) any measure or procedure for responding to and investigating railway security incidents and threats and breaches of railway security, including measures and procedures by a concessionaire, the LTA, a licensee or the master of a cross-border train in Singapore —
  - (i) to hold the train in a particular position or within a particular area until specified actions are taken or until a specified event occurs;
  - (ii) to ensure that the train leaves a particular place or a particular area; or
  - (iii) to ensure that the train arrives and departs at a particular place or within a particular area;
- (f) any measure or procedure —
  - (i) for reporting railway security incidents or security breaches, including occurrences that threaten the security of any part of a cross-border railway or any cross-border train;



- (ii) for evacuation and emergency management in case of a railway security incident, security threat or breach of security, including a train hijacking, a bomb threat or a failure of critical security equipment; or
  - (iii) for responding to any security directive verbally given under subsection (5), including any procedure to communicate the directive within a train station;
- (g) any measure or procedure to undertake reasonable searches of —
  - (i) any person boarding a cross-border train;
  - (ii) any thing carried on or to be carried on a cross-border train;
  - (iii) any cross-border train or class of such train, or any train station or class of stations of a cross-border railway, or any railway asset used in providing network services or cross-border train services or class of such railway assets, specified in a security directive; or
  - (iv) any unattended item, substance or vehicle in a train station of a cross-border railway or in a cross-border train;
- (h) any measure to seize any item or substance specified in a security directive if the person given the security directive (or the person's agent) has reasonable grounds to believe that there is no lawful authority or reasonable excuse for the item or substance to be carried in a cross-border train; and
- (i) any measure by the master of a cross-border train in Singapore and that has not departed a train station —
  - (i) to hold the train in a particular position or within a particular area until specified actions are taken or until a specified event occurs;
  - (ii) to take particular actions, or ensure that particular actions are taken, on or in relation to the train;

- (iii) to take particular actions, or ensure that particular actions are taken, in relation to a person or thing on, or to be carried by the train; or
- (iv) to allow any police officer or any other person authorised by the cross-border railway security agency to inspect the train.

### **Powers of cross-border railway security agency**

**60.**—(1) For the purposes of ensuring the security of any cross-border railway in Singapore, the cross-border railway security agency or a police officer authorised by the cross-border railway security agency may —

- (a) enter and inspect —
  - (i) any part of a cross-border railway or a cross-border train;
  - (ii) any area, building (other than a residence) or vehicle under the control of a person mentioned in section 59(1)(a) to (d) (called in this section a relevant person); or
  - (iii) if a relevant person operates from a residence or a part of a residence, the residence or the part of the residence from which the person operates;
- (b) inspect equipment in a place or vehicle mentioned in paragraph (a);
- (c) observe the operating procedures of a relevant person with a view to railway security;
- (d) discuss the procedures of a relevant person after observation under paragraph (c) with an employee of another relevant person, or with another such person, with a view to railway security;
- (e) inspect, photograph or copy a document or record made or kept by a relevant person;

- (f) operate equipment at a place mentioned in paragraph (a) for the purposes of gaining access to a document or record made or kept by a relevant person;
- (g) enter and inspect a train at a train station at a cross-border railway;
- (h) inspect equipment in the train mentioned in paragraph (g);
- (i) observe the operating procedures for a cross-border train (whether carried out by the crew or some other person) with a view to railway security;
- (j) discuss those procedures mentioned in paragraph (i) with a person carrying them out or with a relevant person; and
- (k) inspect, photograph or copy a document or record held in the train that relates to a passenger or an item of baggage.

(2) The cross-border railway security agency, or a police officer authorised by the cross-border railway security agency, may exercise a power specified in subsection (1) —

- (a) if the power is exercised within the boundaries of a train station of a cross-border railway — at any time and without notice;
- (b) at any time and without notice, if the power is exercised outside the boundaries of a train station of a cross-border railway and is a power specified —
  - (i) in subsection (1)(a)(i) or (ii), (c) or (d);
  - (ii) in subsection (1)(e) to the extent that it relates to subsection (1)(a) or (d); or
  - (iii) in subsection (1)(f) to the extent that it relates to subsection (1)(a)(iii); and
- (c) otherwise — after giving the person concerned reasonable notice.

(3) An auxiliary police officer who is authorised in writing by the cross-border railway security agency may assist the cross-border railway security agency or a police officer authorised by that agency

exercising in Singapore any power under any provision of this Division.

### **Passenger, etc., searches on railway**

**61.**—(1) Without affecting section 60, for the purposes of ensuring the security of persons on any cross-border railway in Singapore (whether or not passengers), a railway official may, without giving any reason, ask any individual in —

- (a) a train station of a cross-border railway; or
- (b) a cross-border train at a train station mentioned in paragraph (a),

to allow the railway official to inspect and search any baggage or other thing carried by the individual or apparently in the immediate control of the individual; and that individual must permit that baggage or thing to be inspected and searched.

(2) Without prejudice to subsection (3), a railway official may require any individual who refuses to permit any baggage or other thing carried by the individual or apparently in the immediate control of the individual to be inspected and searched to leave the train station or train, with that baggage or thing, and that individual must do so within a reasonable time.

(3) Any individual who, without reasonable excuse, contravenes subsection (1) or (2) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$1,000.

(4) In this section, “railway official” means any of the following individuals who is authorised by the cross-border railway security agency in writing to exercise the power to search under this section at or in relation to any train station specified in that written authorisation:

- (a) any officer of the LTA;
- (b) a police officer or an auxiliary police officer in uniform;
- (c) any employee of a licensee;
- (d) any security officer (within the meaning of the Private Security Industry Act (Cap. 250A)) engaged by a licensee.

### **Offence of wilfully endangering safety**

**62.** Any person who wilfully does or omits to do anything in relation to any cross-border railway as a result of which the safety of any individual travelling or being upon the railway is endangered, or is likely to be so endangered, shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$10,000 or to imprisonment for a term not exceeding 5 years or to both.

### **Damage to railway**

**63.** Any person who wilfully removes, destroys or damages any part of a cross-border railway shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$200,000 or to imprisonment for a term not exceeding 12 months or to both.

### **Obstructing cross-border railway security agency, etc.**

**64.—(1)** A person who refuses to give access to, or obstructs, hinders or delays —

- (a) the cross-border railway security agency;
- (b) a police officer authorised by the cross-border railway security agency to exercise powers under this Part;
- (c) an auxiliary police officer who is authorised in writing by the cross-border railway security agency to assist the cross-border railway security agency or a police officer mentioned in paragraph (b); or
- (d) a railway official within the meaning of section 61,

in the discharge of his or her duties under this Act shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding 6 months or to both.

(2) However, it is not an offence under subsection (1) for any person to refuse to comply with any request, demand or order made or given by an out-of-uniform police officer or auxiliary police officer who fails to declare his or her office and refuses to produce his or her identification card on demand being made by that person.

## PART 10

### MISCELLANEOUS

#### **Administration of Act**

**65.**—(1) It is the function of the LTA to administer this Act.

(2) The Minister may give to the LTA directions as to the performance by the LTA of its functions under this Act, and the LTA must give effect to those directions.

#### **Service of documents**

**66.**—(1) A document that is permitted or required by this Act to be served on a person may be served as described in this section.

(2) A document permitted or required by this Act to be served on an individual may be served —

- (a) by giving it to the individual personally;
- (b) by sending it by prepaid registered post to the address specified by the individual for the service of documents or, if no address is so specified, the individual's residential address or business address;
- (c) by leaving it at the individual's residential address with an adult apparently resident there, or at the individual's business address with an adult apparently employed there;
- (d) by affixing a copy of the document in a conspicuous place at the individual's residential address or business address;
- (e) by sending it by fax to the fax number given by the individual as the fax number for the service of documents;  
or
- (f) by sending it by email to the individual's last email address.

(3) A document permitted or required by this Act to be served on a partnership (other than a limited liability partnership) may be served —

- (a) by giving it to any partner or other like officer of the partnership;

- (b) by leaving it at, or by sending it by prepaid registered post to, the partnership's business address;
  - (c) by sending it by fax to the fax number used at the partnership's business address; or
  - (d) by sending it by email to the partnership's last email address.
- (4) A document permitted or required by this Act to be served on a body corporate (including a limited liability partnership) or an unincorporated association may be served —
  - (a) by giving it to the secretary or other like officer of the body corporate or the unincorporated association, or the limited liability partnership's manager;
  - (b) by leaving it at, or by sending it by prepaid registered post to, the body corporate's or unincorporated association's registered office or principal office in Singapore;
  - (c) by sending it by fax to the fax number used at the body corporate's or unincorporated association's registered office or principal office in Singapore; or
  - (d) by sending it by email to the body corporate's or unincorporated association's last email address.
- (5) Service of a document under subsection (1) takes effect —
  - (a) if the document is sent by fax and a notification of successful transmission is received, on the day of transmission;
  - (b) if the document is sent by email, at the time that the email becomes capable of being retrieved by the person; and
  - (c) if the document is sent by prepaid registered post, 2 days after the day the document was posted (even if it is returned undelivered).
- (6) In this section, "document" includes a notice or an order permitted or required by this Act to be served.
- (7) However, this section does not apply to documents to be served in proceedings in court.

(8) In this section —

“business address” means —

- (a) in the case of an individual, the individual’s usual or last known place of business in Singapore; or
- (b) in the case of a partnership (other than a limited liability partnership), the partnership’s principal or last known place of business in Singapore;

“last email address” means —

- (a) the last email address given by the addressee concerned to the person giving or serving the document as the email address for the service of documents under this Act; or
- (b) the last email address of the addressee concerned known to the person giving or serving the document;

“residential address” means an individual’s usual or last known place of residence in Singapore.

### **Certain statements to be conclusive**

**67.** Where it is stated by the LTA in a notice under section 8, 9, 10, 11 or 12 that the entry or the work described in the notice or required to be carried out is, in the opinion of the LTA, necessary or required for the construction, maintenance, operation or improvement of the railway infrastructure of a cross-border railway, then such statement must be accepted by all courts, tribunals and persons as conclusive evidence of the truth of the fact so stated.

### **Power to require evidence of identity in certain cases**

**68.—(1)** Any police officer or employee of the LTA who reasonably believes that any person has committed an offence under this Act may require the person to furnish evidence of his or her identity, and that person must then furnish such evidence of his or her identity as may be required by such police officer or employee of the LTA.

(2) Any person who refuses to furnish any information required of him or her by any police officer or any employee of the LTA under



subsection (1) or wilfully mis-states such information shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$500.

### **Powers of arrest**

**69.**—(1) A police officer, or any employee of the LTA generally or specially authorised in writing by the Chief Executive of the LTA, may arrest without warrant any person found committing or whom the police officer or authorised employee of the LTA has reason to believe has committed an offence punishable under this Act.

(2) No person arrested under subsection (1) is to be detained longer than is necessary for bringing the person before a court unless the order of court for the person's continued detention is obtained.

### **Jurisdiction of courts**

**70.** Despite the Criminal Procedure Code (Cap. 68), a District Court or a Magistrate's Court has jurisdiction to try any offence under this Act and has power to impose the full punishment for any such offence.

### **Offences by corporations**

**71.**—(1) Where, in a proceeding for an offence under this Act, it is necessary to prove the state of mind of a corporation in relation to a particular conduct, evidence that —

(a) an officer, employee or agent of the corporation engaged in that conduct within the scope of his or her actual or apparent authority; and

(b) the officer, employee or agent had that state of mind,  
is evidence that the corporation had that state of mind.

(2) Where a corporation commits an offence under this Act, a person —

(a) who is —

(i) an officer of the corporation, or a member of a corporation whose affairs are managed by its members; or

- (ii) an individual involved in the management of the corporation and in a position to influence the conduct of the corporation in relation to the commission of the offence; and

(b) who —

- (i) consented or connived, or conspired with others, to effect the commission of the offence;
- (ii) is in any other way, whether by act or omission, knowingly concerned in, or is party to, the commission of the offence by the corporation; or
- (iii) knew or ought reasonably to have known that the offence by the corporation (or an offence of the same type) would be or is being committed, and failed to take all reasonable steps to prevent or stop the commission of that offence,

shall be guilty of the same offence as is the corporation, and shall be liable on conviction to be punished accordingly.

(3) A person mentioned in subsection (2) may rely on a defence that would be available to the corporation if it were charged with the offence with which the person is charged and, in doing so, the person bears the same burden of proof as that corporation would bear.

(4) To avoid doubt, this section also does not affect the application of —

(a) Chapters V and VA of the Penal Code (Cap. 224); or

(b) the Evidence Act (Cap. 97) or any other law or practice regarding the admissibility of evidence.

(5) To avoid doubt, subsection (2) does not affect the liability of the corporation for an offence under this Act, and applies whether or not the corporation is convicted of the offence.

(6) In this section —

“corporation” includes a limited liability partnership within the meaning of section 2(1) of the Limited Liability Partnerships Act (Cap. 163A);

“officer”, in relation to a corporation, means any director, partner, chief executive, manager, secretary or other similar officer of the corporation, and includes —

- (a) any person purporting to act in any such capacity; and
- (b) for a corporation whose affairs are managed by its members, any of those members as if the member were a director of the corporation;

“state of mind” of a person includes —

- (a) the knowledge, intention, opinion, belief or purpose of the person; and
- (b) the person’s reasons for the intention, opinion, belief or purpose.

### **Offences by unincorporated association or partnership**

**72.**—(1) Where, in a proceeding for an offence under this Act, it is necessary to prove the state of mind of an unincorporated association or a partnership in relation to a particular conduct, evidence that —

- (a) an employee or agent of the unincorporated association or the partnership engaged in that conduct within the scope of his or her actual or apparent authority; and
- (b) the employee or agent had that state of mind,

is evidence that the unincorporated association or partnership had that state of mind.

(2) Where an unincorporated association or a partnership commits an offence under this Act, a person —

- (a) who is —
  - (i) an officer of the unincorporated association or a member of its governing body;
  - (ii) a partner in the partnership; or
  - (iii) an individual involved in the management of the unincorporated association or partnership and in a position to influence the conduct of that

unincorporated association or partnership in relation to the commission of the offence; and

(b) who —

- (i) consented or connived, or conspired with others, to effect the commission of the offence;
- (ii) is in any other way, whether by act or omission, knowingly concerned in, or is party to, the commission of the offence by the unincorporated association or partnership; or
- (iii) knew or ought reasonably to have known that the offence by the unincorporated association or partnership (or an offence of the same type) would be or is being committed, and failed to take all reasonable steps to prevent or stop the commission of that offence,

shall be guilty of the same offence as that unincorporated association or partnership, and shall be liable on conviction to be punished accordingly.

(3) A person mentioned in subsection (2) may rely on a defence that would be available to the unincorporated association or partnership if it were charged with the offence with which the person is charged and, in doing so, the person bears the same burden of proof that the unincorporated association or partnership would bear.

(4) To avoid doubt, this section also does not affect the application of —

- (a) Chapters V and VA of the Penal Code (Cap. 224); or
- (b) the Evidence Act (Cap. 97) or any other law or practice regarding the admissibility of evidence.

(5) To avoid doubt, subsection (2) does not affect the liability of an unincorporated association or a partnership for an offence under this Act, and applies whether or not the unincorporated association or partnership is convicted of the offence.

(6) In this section —

“officer”, in relation to an unincorporated association (other than a partnership), means the president, the secretary, or any member of the committee of the unincorporated association, and includes —

(a) any person holding a position analogous to that of president, secretary or member of a committee of the unincorporated association; and

(b) any person purporting to act in any such capacity;

“partner” includes a person purporting to act as a partner;

“state of mind” of a person includes —

(a) the knowledge, intention, opinion, belief or purpose of the person; and

(b) the person’s reasons for the intention, opinion, belief or purpose.

### **Composition of offences**

**73.—**(1) The Chief Executive, or any officer of the LTA authorised by the Chief Executive for the purpose of this section, may, in his or her discretion, compound any offence under this Act that is prescribed as a compoundable offence by collecting from a person reasonably suspected of having committed the offence a sum not exceeding the lower of the following:

(a) one half of the amount of the maximum fine that is prescribed for the offence;

(b) \$5,000.

(2) On payment of such sum of money, no further proceedings are to be taken against that person in respect of the offence.

(3) All sums collected under this section are to be paid into the Consolidated Fund.

## **Exemption**

**74.** The Minister may, by order in the *Gazette*, exempt any person or class of persons from all or any provisions of Part 9, either generally or in a particular case and subject to such conditions as the Minister considers fit.

## **Regulations**

**75.—**(1) The Minister may make regulations necessary or convenient to be prescribed for carrying out or giving effect to this Act.

(2) In particular, the Minister may make regulations for any of the following:

- (a) regulating the management of railway assets of a cross-border railway and the provision of network services and cross-border train services;
- (b) providing for the safe maintenance and use of railway assets and railway infrastructure of a cross-border railway;
- (c) prohibiting or regulating —
  - (i) advertising on railway infrastructure or railway assets of a cross-border railway;
  - (ii) the custody and disposal of property found on a cross-border train or a train station of a cross-border railway; and
  - (iii) any activity which may damage the railway infrastructure or railway assets of a cross-border railway, or may endanger passengers carried or to be carried, or persons employed or engaged to work, on the cross-border railway;
- (d) providing for the safe carriage of passengers on the cross-border railway or the safety of persons employed or engaged to work on the cross-border railway;

- (e) prescribing the requirements relating to —
  - (i) the management and control of passengers (including persons in custody) on board a cross-border train;
  - (ii) the security features on a train used or to be used on a cross-border railway;
  - (iii) pre-departure checks of train facilities and other parts of a cross-border train;
  - (iv) procedures to be used and measures to be taken in relation to baggage that is loaded, or is intended to be loaded, onto a train used or to be used on a cross-border railway;
  - (v) unattended cross-border trains and other railway assets of a cross-border railway; or
  - (vi) such other matters for the purposes of safeguarding a cross-border railway against acts of unlawful interference;
- (f) prescribing the requirements relating to the control of access to different parts of railway infrastructure and railway assets of a cross-border railway or other facility related to the provision of network services for or a cross-border train service on such a railway, including —
  - (i) conditions of entry, the issue and use of security passes and other identification systems; and
  - (ii) the screening of people, vehicles, baggage or goods (other than cargo) for entry to different parts of the railway infrastructure or railway assets of a cross-border railway, or such other related facilities;
- (g) prescribing the requirements relating to —
  - (i) the provision of lighting, fencing and storage facilities in the different parts of railway infrastructure and railway assets of a cross-border railway, or such other related facilities; and

- (ii) the approval of building works within, or adjacent to, the different parts of railway infrastructure or railway assets of a cross-border railway, or such other related facilities;
  - (h) prescribing the powers and duties of the independent safety auditor and rail safety inspectors;
  - (i) prescribing the requirements for or in connection with the giving of security directives under section 59;
  - (j) prohibiting or regulating the carriage of articles, materials or animals on a cross-border railway;
  - (k) prescribing the fees in respect of the grant or renewal of any licence, and the doing of anything by the LTA under this Act;
  - (l) regulating the work and conduct of the employees of licensees.
- (3) Regulations made under this section may —
- (a) provide that any contravention of any provision of the regulations shall be an offence punishable with a fine not exceeding \$5,000; and
  - (b) provide for such transitional, saving and other consequential, incidental and supplemental provisions as are necessary or expedient.
- (4) All regulations made under this section are to be presented to Parliament as soon as possible after publication in the *Gazette*.

### **Interface with other laws**

**76.—**(1) This Act does not apply to any railway that is the subject of regulation under the following written laws:

- (a) the Railways Act (Cap. 263);
- (b) the Rapid Transit Systems Act (Cap. 263A).

(2) Nothing in this Act affects any power of the LTA to construct and maintain any street, road structure or road related facility under the Street Works Act (Cap. 320A).



## PART 11

### AMENDMENTS TO OTHER ACTS

#### **Amendments to Arms and Explosives Act**

**77.** The Arms and Explosives Act (Cap. 13, 2003 Ed.) is amended —

- (a) by deleting the definition of “railway administration” in section 2(1); and
- (b) by inserting, immediately after the words “the railway administration” in section 31(c), the words “within the meaning of the Railways Act (Cap. 263), the relevant licensee under the Rapid Transit Systems Act (Cap. 263A), the licensed railway assets operator for a cross-border railway within the meaning of the Cross-Border Railways Act 2018”.

#### **Amendments to Land Transport Authority of Singapore Act**

**78.—**(1) The Land Transport Authority of Singapore Act (Cap. 158A, 1996 Ed.) is amended —

- (a) by inserting, immediately after the words “Rapid Transit Systems Act” in the definition of “railway” in section 2, the words “or the Cross-Border Railways Act 2018, as the case may be”;
- (b) by inserting, immediately after paragraph (k) of section 6(1), the following paragraph:
  - “(ka) to plan, design, construct, manage, operate and maintain the railway in accordance with this Act and the Cross-Border Railways Act 2018;”;
- (c) by inserting, immediately after paragraph (l) of section 6(1), the following paragraph:
  - “(la) to approve and regulate the operation of the railway in accordance with this Act and the Cross-Border Railways Act 2018;”;

(d) by inserting, immediately after the words “Rapid Transit Systems Act (Cap. 263A)” in section 11(2), the words “and section 39 of the Cross-Border Railways Act 2018, as the case may be”;

(e) by deleting the word “or” at the end of paragraph (a) of section 19(1), and by inserting immediately thereafter the following paragraph:

“(aa) to restrain the doing of anything which is authorised by or under the Cross-Border Railways Act 2018 or to compel the doing of anything which may be omitted to be done under that Act; or”;

(f) by inserting, immediately after the words “Rapid Transit Systems Act” in section 19(1)(b), the words “or the Cross-Border Railways Act 2018”; and

(g) by inserting, immediately after subsection (1) of section 22A, the following subsection:

“(1A) If an owner of any land temporary possession of which is or has been taken in the exercise of any power in section 8 of the Cross-Border Railways Act 2018 gives to the Authority any notice under section 15(1) of that Act in relation to that land within the claim period mentioned in section 16(2)(d) of that Act, the owner is entitled to claim only for loss due to displacement of any person in lawful occupation of the land on the date of the notice under section 8 of that Act, and no other item in the Fourth Schedule.”.

(2) Part I of the Fourth Schedule to the Land Transport Authority of Singapore Act is amended —

(a) by inserting, immediately after the words “Street Works Act (Cap. 320A)” in item 1(a) in the first column, the words “, or the Authority’s or concessionaire’s right under section 8 of the Cross-Border Railways Act 2018”;

- (b) by inserting, immediately after the words “Rapid Transit Systems Act” in item 1(a) in the third column, the words “, section 8(3) of the Cross-Border Railways Act 2018”;
- (c) by inserting, immediately after the words “Rapid Transit Systems Act” in item 1(a) in the fourth column, the words “, section 8(3) of the Cross-Border Railways Act 2018”;
- (d) by inserting, immediately after the words “Rapid Transit Systems Act” in item 1(b) in the first column, the words “, section 8 of the Cross-Border Railways Act 2018”;
- (e) by inserting, immediately after the words “Rapid Transit Systems Act” in item 1(b)(ii) in the second column, the words “, section 8 of the Cross-Border Railways Act 2018”;
- (f) by inserting, immediately after the words “Rapid Transit Systems Act” in item 1(b) in the fourth column, the words “, or the cross-border railway to which the notice under section 8 of the Cross-Border Railways Act 2018,”;
- (g) by inserting, immediately after the words “Rapid Transit Systems Act (Cap. 263A)” in item 3 in the first column, the words “, section 10 of the Cross-Border Railways Act 2018”;
- (h) by inserting, immediately after the words “Rapid Transit Systems Act” in item 3 in the fourth column, the words “, section 10 of the Cross-Border Railways Act 2018”;
- (i) by inserting, immediately after the words “Rapid Transit Systems Act” in item 4 in the first column, the words “, section 11 of the Cross-Border Railways Act 2018”;
- (j) by inserting, immediately after the words “Rapid Transit Systems Act” in item 4 in the third column, the words “, section 11 of the Cross-Border Railways Act 2018”;
- (k) by inserting, immediately after the words “Rapid Transit Systems Act (Cap. 263A)” in item 5(a) in the first column, the words “, section 12 of the Cross-Border Railways Act 2018”;

- (l) by inserting, immediately after the words “Rapid Transit Systems Act” in item 5(a) and (b) in the third column, the words “, section 12 of the Cross-Border Railways Act 2018”;
  - (m) by inserting, immediately after the words “Rapid Transit Systems Act (Cap. 263A)” in item 5(c) in the third column, the words “, section 12(4) of the Cross-Border Railways Act 2018”; and
  - (n) by deleting the words “by the Authority” in items 4 and 5(a) in the first column.
- (3) Part II of the Fourth Schedule to the Land Transport Authority of Singapore Act is amended —
- (a) by inserting, immediately after the words “Rapid Transit Systems Act” in paragraph 3(b)(i), the words “or section 5 of the Cross-Border Railways Act 2018, as the case may be,”; and
  - (b) by inserting, immediately after the words “Rapid Transit Systems Act” in paragraph 6, the words “or section 12(4) of the Cross-Border Railways Act 2018, as the case may be”.
- (4) Part I of the Fifth Schedule to the Land Transport Authority of Singapore Act is amended by inserting, immediately after item 4, the following item:
- “4A. All provisions of the Cross-Border Railways Act 2018 and any subsidiary legislation made thereunder.”.

### **Amendment to Railways Act**

**79.** Section 1 of the Railways Act (Cap. 263, 1985 Ed.) is amended by inserting, immediately after the words “all railways in Singapore”, the words “, except a rapid transit system the construction and operation of which is subject to the Rapid Transit Systems Act (Cap. 263A), and a cross-border railway the construction and operation of which is subject to the Cross-Border Railways Act 2018”.

## **Amendments to Rapid Transit Systems Act**

**80.** The Rapid Transit Systems Act (Cap. 263A, 2004 Ed.) is amended —

- (a) by deleting the words “Collector of Land Revenue” in section 4(1)(b) and substituting the words “Commissioner of Lands”; and
  - (b) by repealing section 46.
-

**LIST OF INDIVIDUALS AND ORGANISATIONS WHO SUMMITTED WRITTEN  
REPRESENTATIONS**

<i>Paper</i>	<i>Representor</i>
1	Wong Wai Hung Kelvin (DBS Bank Ltd)
2	Teo Jun Kai Bryan
3	Low Chen Kuo Ted (Clifford Capital Pte Ltd)
4	Kazuya Ishida (Sumitomo Corporation)
5	Loh Yong Hui (Rajah & Tann Singapore LLP)

# WRITTEN REPRESENTATIONS

<i>Paper</i>	<i>Representor</i>	<i>Pages</i>
1	Wong Wai Hung Kelvin (DBS Bank Ltd)	B 2
2	Teo Jun Kai Bryan	B 3
3	Low Chen Kuo Ted (Clifford Capital Pte Ltd)	B 4 – 5
4	Kazuya Ishida (Sumitomo Corporation)	B 6 – 19
5	Loh Yong Hui (Rajah & Tann Singapore LLP)	B 20 – 32

## Paper 1

From: Wong Wai Hung Kelvin  
DBS Bank Ltd

Received: 21 November 2017

Pertaining to this: <https://www.parliament.gov.sg/parliamentary-business/bills-introduced>

I would like to provide the following questions/feedback:

Pertaining to Part 3, 23 (a) and (d) prohibits the voluntary winding up of a concessionaire or any person enforcing security without the approval of the Minister – this could be problematic if the concessionaire raises private sector limited recourse financing as financiers would require an ability to enforce security, in order to be able to realise the collateral value to repay debts outstanding etc. Avenues for financiers to recover the loan should be allowed. Part 4, 23 (1) & (2) would mean that the concession contract which in typical project financing under a PPP scheme the assignment of the concession agreement would be the most important security for financiers, would not be available for assignment to financiers. This would create difficulties for limited recourse project financing for this project. Part 2, 17 and Part 3, 18 – whilst it is stated that the Minister of Finance will provide grants to construct the railway infrastructure, it is not clear if e.g. LTA or its appointed InfraCo is the designated authority to sign the concession agreement with the private sector, how that entity will be supported by government e.g. through pre-approved grants, or government budget etc?

Regards,

Kelvin Wong  
Project Finance, Institutional Banking Group  
DBS Bank Ltd



## Paper 2

From: Teo Jun Kai Bryan

Received: 23 November 2017

This Representation is provided under **Part 9 – Safety and Security Matters** for the Cross-Border Railways Bill.

From the Representor's personal experiences at Tuas Second Link Checkpoint while traveling between Singapore and Malaysia, he noted that the bus bay for SBS public buses at the checkpoints lacked facilities for Persons with Disabilities (PWDs). For instance, there were no wheelchair waiting areas and staff on hand to guide wheelchair-bound users on board the buses. In his personal opinion, the relatively high humidity and heat of the entire bus bay coupled with the lack of facilities for PWDs discourages this community to travel via bus using the said facility. In addition, the elderly, pregnant women and those with young children are also required to join in the general queue to board the buses – many of them have difficulty standing for long periods of time especially under the conditions as mentioned.

The Representor hopes that the cross-border railway projects continues to take into account the needs of PWDs, the elderly, pregnant women and those with young children who will be commuters of the railways. With that, his recommendations are as follow:

1. **Wheelchair waiting area and seats reserved** for PWDS, the elderly, pregnant women and those with young children. These could be adapted from and similar to the ones currently present in Singapore's current MRT platforms (and situated near the reserved train cabins for the said communities)
2. **Reserved train cabins** for PWDs, the elderly and pregnant women. Staff should also be deployed at the railway stations to guide these persons to the train cabins (which could be situated at the front and/or back of the trains), similar to the trained SMRT staff who manage crowd control at MRT stations during peak period
3. **Air-conditioning** of the railway stations and cabins to ensure passenger comfort. Preferably, these could be powered by solar energy and/or other sources of renewable energies.
4. In addition, the Representor desires for the said recommendations to be adapted and implemented for the Tuas Second Link Checkpoint.

This Representor believes in securing the needs, rights and interests of the said parties, hence his motivation for providing this Representation to the Select Committee.

Thank you.

### Paper 3

From: Low Chen Kuo Ted  
Clifford Capital Pte Ltd

Received: 24 November 2017

In relation to the Cross-Border Railways Bill (Bill No. 43/2017) in <https://www.parliament.gov.sg/parliamentary-business/bills-introduced>, I would like to provide the following feedback/queries:

1. **Pertaining to part 2, section 17 (Funding for construction of railway infrastructure);**
  - a. I would like to enquire if the funding support for the concessionaire/LTA extends to the operations phase of the railway assets concession agreement.
  - b. I understand that the selection of the railway assets operator (“**AssetCo**”) is to be tendered as a Public-Private Partnership scheme (“**PPP**”).
    - i. Given the sizeable cost of constructing the railway assets infrastructure by AssetCo, the only feasible funding source arrangement would be via a limited-recourse project financing arrangement to be provided by commercial banks/specialist financing companies (“**Lenders**”)
    - ii. Under a Project Financing, Lenders will depend on the revenues generated from AssetCo during the term of the railway assets contract to repay its loans. I understand from the “Industry Briefing Pack for the PPP Tender of AssetCo” – jointly published by LTA and MyHSR Corp, a key revenue contributor for AssetCo will be the Availability Payments from the concessionaire/LTA. Therefore, the funding arrangements and creditworthiness of the concessionaire/LTA during the term of the railway assets contract will be a key financing consideration for AssetCo and its Lenders
  - c. To ensure the successful implementation of the financing arrangements for the PPP, I would urge the Government to ensure that the bill requires funding support for the concessionaire/LTA from the Ministry of Finance to be provided for the entire term of the railway assets contract with AssetCo, including during the operations period. This is a key requirement for the bankability of the Project.
2. **Pertaining to part 4, section 23 (1) and (2) (Railway assets contract non-transferable)**
  - a. Under a limited recourse project financing, a key requirement for bankability is allowing the Lenders to take security over the rights and obligations under the project documents, ensuring the Lenders are able to step-in to the contract and, if required (and with government involvement), replace the railway assets operator. The railway assets contract must hence be assigned to the Lenders as part of the security package. The Lenders must have ability to transfer the rights and obligations under the railway assets contract to a replacement operator (which is typically chosen in consultation with the government).

- b. To ensure the successful financing of AssetCo, I would suggest that this section be edited to allow for assignment and/ or transfer of the railway assets contract for purposes of financing e.g. “for the purposes of raising financing, the railway assets contract may be assigned to the Lenders of the railway assets operators (as security for the financing)”. This is a key bankability requirement.
  - c. In addition, I suggest that there is flexibility on transferring the railway assets contract to a replacement operator (which is chosen in consultation with the government), where the original operator is in default. This is in the interests of the lenders, the government and the railway users and will ensure that, to the maximum extent, the railway service can continue uninterrupted.
3. **Pertaining to part 4, section 24 (1) (a) (Restrictions on voluntary winding up, etc.)**
- a. This clause prohibits the voluntary winding-up of AssetCo without the consent of the Minister.
  - b. In enforcing its security, the Lenders will require an ability to wind-up the company in order to realise the collateral value to repay debts outstanding. Avenues for Lenders to recover the loan should not be blocked.
  - c. Hence, I would suggest that this clause be edited to allow for the winding up of the company with notification to the Minister, rather than consent. This would also ensure consistency with part 4, section 24(1)(d).
4. I would be prepared, if invited, to appear before the Select Committee to give oral evidence supporting or supplementing my written representations above.

Kind Regards,

Ted Low  
Associate Director, Origination and Structuring  
Clifford Capital Pte Ltd

## Paper 4

From: Kazuya Ishida  
Sumitomo Corporation

Received: 24 November 2017

	Reference	Representations to Select Committee
1.	Section 1: Short title and commencement	Several of the provisions of the Bill will need to be assessed in conjunction with the RFP for the AssetsCo role. Please confirm that further written representations will be able to be made, and will be considered by the Select Committee, once the RFP and the draft project agreements for the AssetsCo role have been made available.
2.	Section 2: Interpretation Definition of "cross-border train service"	<p>The Bill does not address the interface with the Malaysian authorities or the alignment of rule-making, licences, codes of practice and regulations with the equivalent regimes in Malaysia.</p> <p>How or where will the LTA, the Ministry and other applicable Singaporean bodies be required to coordinate their rules, laws and regulations with those of Malaysia, and when will the relevant information and materials be made available? Bidders for the AssetsCo role will need to scrutinise the Singaporean legislation, the Malaysian legislation and the mechanisms for the interface and coordination between the Singaporean and Malaysian authorities, rules, licences, codes of practice and regulations as a single package. This process will need to commence as soon as possible, so that the regulatory framework can be reviewed both before release of the RFP and then concurrently with the RFP once it has been made available. Looking ahead to the commencement of works and services, clearly it will not be possible to commence works in either country until the regulatory framework has been finalised in both countries.</p>

3.	Section 2: Interpretation Definition of "High Speed Rail Bilateral Agreement"	As the terms of the High Speed Rail Bilateral Agreement affect the provisions of the Bill, and more specifically will affect the AssetsCo role (see for example Section 21(1)), please indicate when a redacted copy of the High Speed Rail Bilateral Agreement will be made available for inspection.
4.	Section 2: Interpretation Definition of "licence"	Please confirm that a "railway assets operating licence" is the type of licence that would be granted to AssetsCo and that a "cross-border train service licence" is the type of licence that would be granted to the OpCo.
5.	Section 2: Interpretation Definitions of "railway asset" and "railway infrastructure"	Please confirm that the definition of "railway assets" is intended to reflect the scope of the AssetsCo role and that the definition of "railway infrastructure" is intended to reflect the scope of the Singapore InfraCo role.
6.	Section 5: Preparation and publishing of railway plans and maps  <i>and</i>  Section 6: Railway plans and maps are final as to railway area	Notwithstanding Section 6(1), we would expect AssetsCo to have input into the preparation, finalisation and approval of, and any amendment to or replacement of, plans and maps under clear processes set out in the project agreements for the AssetsCo role.

7.	<p>Section 7: Power to enter State land to construct, etc., railway</p> <p><i>to</i></p> <p>Section 12: Removal of projections or obstructions</p>	<p>We note that Section 7 relates to the delivery of railway infrastructure and railway assets, whilst Sections 8 to 11 relate to the delivery of railway infrastructure. Generally we think that delivery of the railway assets will require access rights (and related rights, such as in respect of inspection, survey, utility services and removal of projections or obstructions) of a similar nature and extent to those provided for in respect of the delivery of the railway infrastructure, including (for example) in respect of emergency access.</p> <p>Related to Section 11, it is indispensable that AssetsCo's counterparty to the railway assets contract ensures, and is contractually obliged to ensure, that requisite utilities infrastructure (including but not limited to gas, electricity and water) will be ready and fit for use for the works/operations, and informs AssetsCo in advance of the latest situation regarding their availability to enable AssetsCo to prepare for the commencement of works/operations.</p>
8.	<p>Section 7: Power to enter State land to construct, etc., railway</p> <p><i>to</i></p> <p>Section 12: Removal of projections or obstructions</p>	<p>We note that these provisions contemplate certain consents (e.g. from the Commissioner of Lands as referred to in Section 7(b)) and certain compensation (e.g. as referred to in Sections 8(4)(d), 11(2)(d), 12(d) and 16(3)). We assume that the Government and/or the Singapore InfraCo will, under the terms of the project agreements for the AssetsCo role, be responsible for making available the requisite land, for making available the requisite access and for similar matters and, as such, AssetsCo will not be responsible for such consents and compensation and will not be required to participate in any negotiation with the parties concerned.</p>
9.	<p>Section 14: Construction of railway bridges over Johore Straits</p>	<p>As with the other rail infrastructure that must be made available for the undertaking of the AssetsCo works and services, there must be made available a bridge that is fit for use as part of the AssetsCo works and services.</p>

10.	Section 17: Funding for construction of railway infrastructure	<p>Please confirm that Section 17 concerns the funding of the civil works and that, as such, it concerns the funding of the Singapore InfraCo or its civil works concessionaire, and does not concern the funding of the AssetsCo role.</p> <p>It is important that the Singapore InfraCo receives sufficient funds to cover all of its payment obligations and other liabilities. Payments and liabilities in respect of the construction, maintenance, operation and improvement of the railway infrastructure comprise only part of the Singapore InfraCo's payment obligations and other liabilities. What is the mechanism for funding the Singapore InfraCo in respect of these other payment obligations and liabilities? This does not appear to be addressed in the Bill.</p> <p>Specifically, the Singapore InfraCo will need sufficient funds to make the availability payments and other payments under the project agreements for the AssetsCo role. What is the mechanism for such funding? This does not appear to be addressed in the Bill.</p>
11.	Section 17: Funding for construction of railway infrastructure	<p>Further to our above representations, in addition to providing funding to the Singapore InfraCo, we would expect the Government to stand behind the Singapore InfraCo's obligations and liabilities to AssetsCo under the project agreements for the AssetsCo role. What is the mechanism for such Government support? This does not appear to be addressed in the Bill.</p> <p>We would also expect Government support, perhaps in the form of a step-in, for the OpCo's obligations and liabilities to AssetsCo (particularly in respect of the train lease fees). What is the mechanism for such Government support? This does not appear to be addressed in the Bill.</p>

12.	<p>Section 18: Concession agreement for railway infrastructure</p> <p><i>to</i></p> <p>Section 20: Restrictions on voluntary winding up, etc.</p>	<p>Sections 18 to 20 refer in places to "concessionaire" and "concession agreement" (see in particular Sections 18(3), 19(1), 19(2), 19(3), 20(1) and 20(2)). Please confirm that Sections 18 to 20 concern the concession for the civil works and, as such, do not concern the concession in respect of the AssetsCo role. Since the definitions of "concessionaire" and "concession agreement" are generic and could potentially capture any concession in respect of a cross-border railway, these Sections should be clarified. More generally, it is essential that the legislation makes absolutely clear which of its provisions apply in respect of each of the Singapore InfraCo and the railway infrastructure, in respect of AssetsCo and the railway assets and in respect of the OpCo and the train services.</p>
13.	<p>Section 19(4): Transfer or termination of concession agreement</p>	<p>Certain project agreements between the Singapore InfraCo and AssetsCo will constitute "property, rights and liabilities" of the Singapore InfraCo. The transfer of agreements to which AssetsCo is a party will need to be constrained so that AssetsCo's counterparty remains able to perform its payment and other obligations under those agreements, and so that Government support for the Singapore InfraCo's obligations and liabilities to AssetsCo under the project agreements is preserved.</p>
14.	<p>Section 20: Restrictions on voluntary winding up, etc.</p>	<p>Although any representation made by the Minister must be taken into consideration by the court, the effects of this provision are unclear. There is no specific provision for special administration or equivalent under which a special administrator would be appointed to transfer the business as a going concern and in the meantime carry out its functions. It is also unclear how the interests of members or creditors of the concessionaire would rank in the event of insolvency.</p>



15.	<p>Section 22: Contents of railway assets contract</p> <p><i>and</i></p> <p>Section 23: Railway assets contract non-transferable</p>	<p>Please note our expectation that the railway assets contract in respect of the high speed rail network will be governed by English law, that any disputes arising out of or in connection with the railway assets contract will be settled under the Rules of Arbitration of the International Chamber of Commerce, that the arbitration will be conducted in the English language, and that the seat of arbitration will be in a third country (preferably Hong Kong). In order to ensure consistency across the entire suite of project agreements for the high speed rail network, we would expect the same approach to be taken in respect of all of the other project agreements for the AssetsCo role, all of the project agreements for the InfraCos roles and all of the project agreements for the OpCos roles.</p>
16.	Section 22: Contents of railway assets contract	<p>Generally speaking, in order to maintain flexibility and in order to avoid any inconsistency between the legislation and the terms of the railway assets contract, we think it is undesirable for the legislation to be prescriptive about the terms of the railway assets contract. We would make the same comment in respect of the equivalent Malaysian legislation once available.</p>
17.	Section 22(2)(b): Contents of railway assets contract	<p>Please confirm that the process for and conditions to obtaining or renewing a railway assets operating licence will be addressed in detail in a combination of the final version of this Bill and the RFP and the project agreements for the AssetsCo role, so that bidders for the AssetsCo role will have certainty as to what they must do in order to ensure the grant or renewal of a licence.</p>
18.	Section 22(2)(c): Contents of railway assets contract	<p>The reason for this absolute prohibition is unclear. We believe that renewal of a railway assets contract is a matter that can, and would be more appropriately, be addressed in the terms of that railway assets contract and that this provision is not required.</p> <p>If this provision must be retained then we would suggest that it be qualified by "unless the Minister approves" or words to that effect in order that the Minister may approve any agreement that is reached between the applicable parties in relation to renewal.</p>

19.	Section 22(3)(b): Contents of railway assets contract	As well as potentially being made by AssetsCo, payments for breach of contract, payments for failure to meet requirements specified in the contract and payments upon termination of the contract may potentially be made to AssetsCo by AssetsCo's counterparty to the contract. We believe that this provision should contemplate two-way payments.
20.	Section 23: Railway assets contract non-transferable	<p>The reason for this absolute prohibition is unclear. We believe that transfer of a railway assets contract is a matter that can, and would be more appropriately, be addressed in the terms of that railway assets contract and that this provision is not required.</p> <p>An absolute prohibition such as this does not take into account certain specific points (including bankability points) that would ordinarily be addressed in the project agreements for a concession of this nature. For example, this absolute provision may prevent financiers to AssetsCo from taking effective security over the railway assets contract and the revenue stream thereunder, or from effectively enforcing that security. It may also be advantageous to allow for transfers that facilitate a restructuring of AssetsCo, provided such transfers are undertaken with the consent of the Singapore InfraCo.</p> <p>If this provision absolutely must be retained then we would suggest that it be qualified by "unless the Minister approves" or words to that effect in order that the Minister may approve any agreement that is reached between the applicable parties in relation to transfer.</p>

21.	<p>Section 24: Restrictions on voluntary winding up, etc.</p>	<p>Although any representation made by the Minister must be taken into consideration by the court, the effects of this provision are unclear. There is no specific provision for special administration or equivalent under which a special administrator would be appointed to transfer the business as a going concern and in the meantime carry out its functions. It is also unclear how the interests of members or creditors of AssetsCo would rank in the event of insolvency.</p> <p>This provision should allow for an amended, or different, regime to apply with the approval of the Minister, in order to preserve flexibility to agree an alternative approach during the tender process for the AssetsCo role. In particular, the time periods should be able to be varied with the approval of the Minister.</p> <p>As a minimum, financiers and other parties should be permitted to take steps to preserve their security and other rights against AssetsCo (if needs be, with simultaneous notice to the Minister).</p>
22.	<p>Section 26: Train service operator</p> <p><i>and</i></p> <p>Section 27: Contents of a cross- border train service contract</p>	<p>There is no express restriction on the grant of more than one cross-border train service contract in respect of the same cross-border railway. This gives rise to the prospect of there being two or more train operators, potentially on different terms, in respect of the same cross-border railway. This would be of concern to a potential bidder for an OpCo role and might be of concern to a bidder for the AssetsCo role. We would like to see the position clarified.</p>

23.	Section 28: Cross-border train service contract non-transferable	<p>The reason for this absolute prohibition is unclear. We suggest preserving flexibility regarding whether a cross-border train service contract may be transferred. Flexibility to transfer a contract might assist with replacing a defaulting train service operator, for example "Unless the Minister approves" would seem to be an appropriate qualification.</p> <p>Please see our comments against Section 17 in relation to our expectation that the Government will provide support, perhaps in the form of a step-in, for the OpCo's obligations and liabilities to AssetsCo (particularly in respect of the train lease fees).</p>
24.	<p>Section 30: Application for or to renew licences</p> <p><i>to</i></p> <p>Section 41: Outstanding fees, penalties, etc.</p>	<p>Please confirm whether the tenor of a railway assets operating licence will be at least as long as the tenor of the corresponding railway assets contract. In the context of a PPP model, this point is critical to understanding whether Sections 30 to 41 are appropriate and bankable.</p>
25.	<p>Section 30: Application for or to renew licences</p> <p><i>to</i></p> <p>Section 41: Outstanding fees, penalties, etc.</p>	<p>The Bill is silent in relation to how licences, and licence conditions, under the Singaporean regime will be aligned with licences, and licence conditions, under the Malaysian regime. There will be one cross-border project and, in light of this, it is important that there will be consistency of approach between the Singaporean licensing regime and its regulator and the Malaysian licensing regime and its regulator. Please advise how this consistency will be achieved.</p>

26.	<p>Section 30: Application for or to renew licences</p> <p><i>and</i></p> <p>Section 31: Grant or renewal of licences</p>	<p>The process for and conditions to obtaining or renewing a licence, including the matters to which the LTA must have regard when deciding whether to grant or renew a licence, are high-level and open-ended. This leaves the LTA with very broad discretion as to the grant or renewal of a licence. We note in particular that the matters set out in Section 31(2) are simply matters to which the LTA must have regard, are high-level and are non-exhaustive.</p> <p>Bidders for the AssetsCo role will require greater certainty.</p> <p>Please confirm that the process for and conditions to obtaining or renewing a railway assets operating licence will be addressed in detail in a combination of the final version of this Bill and the RFP and the project agreements for the AssetsCo role, so that bidders for the AssetsCo role will have certainty as to what they must do in order to ensure the grant or renewal of a licence.</p>
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27.	<p>Section 31(4): Grant or renewal of licences</p> <p><i>and</i></p> <p>Section 34: Conditions of licences</p>	<p>Sections 31(4) and 34 make clear that the LTA may, in granting a licence, impose such conditions as it wishes and may renew a licence with or without modifying the conditions of the licence. We note in particular that the matters set out in Section 34(2) are conditions that the LTA "may" impose, are high-level and are non-exhaustive.</p> <p>Section 34(2)(f) is particularly broad and would allow the LTA wide authority to give directions or impose other requirements of any nature, and to control the process for determining any disputes relating to the licence. Section 34(g) is similarly broad and would allow the LTA to require the licensee to acquire or use property, or to incur liabilities which at this stage are unknown and may be unlimited.</p> <p>In principle, the licensing regime should not allow the LTA or any other Governmental body to unilaterally amend the terms of a concession in respect of the high speed rail network.</p> <p>Bidders for the AssetsCo role will require certainty as to the conditions that will be imposed upon the initial grant of a railway assets operating licence and, if applicable, upon the renewal of such a licence, bearing in mind that such conditions might affect the cost of undertaking the AssetsCo role, the time required to perform certain AssetsCo functions (or may even interfere with or prevent the performance of certain functions) and the risk allocation between AssetsCo on one hand and the InfraCos/Government on the other hand.</p> <p>Please confirm that the conditions that will be attached to a railway assets operating licence upon its grant or renewal will be addressed in detail in a combination of the final version of this Bill and the RFP and the project agreements for the AssetsCo role, so that bidders for the AssetsCo role will have certainty as to what additional requirements may be imposed on AssetsCo through the licensing regime.</p> <p>We also note that there is no process of appeal with respect to modifications to conditions upon renewal of a licence.</p>
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28.	Section 33: Restriction on transfer of licence	<p>The reason for this absolute prohibition is unclear. We believe that transfer of a licence is a matter that can be, and would be more appropriately, addressed in the terms of that licence and that this provision is not required.</p> <p>If this provision must be retained then we would suggest that it be qualified by "unless: (a) the terms of the licence provide expressly to the contrary, or (b) the Minister approves" or words to that effect.</p> <p>Please see our related comments on Section 23.</p>
29.	Section 35: Modification of conditions of licence	<p>Under this Section, the LTA has broad discretion to modify licence conditions without compensation to the licensee. This is subject only to a right of appeal to the Minister.</p> <p>The LTA and the Minister have very broad discretion in relation to licence modifications and the Bill does not specify matters to which the LTA and the Minister must have regard or otherwise govern the exercise of their functions in relation to licence modifications. As a minimum, we would expect to see a requirement that the LTA and the Minister must, in exercising their functions in respect of licence modifications, ensure that the legitimate interests (including financial interests) of the licensee are protected.</p> <p>By way of comparison, in the UK appeals against licence modifications fall to an independent body (i.e. the Competition and Markets Authority) that is subject to statutory general duties in relation to the conduct of the appeal, including in particular the need to ensure that licensees are able to finance their functions (including earning a reasonable return on capital).</p> <p>In principle, the licensing regime should not allow the LTA or any other Governmental body to unilaterally amend the terms of a concession in respect of the high speed rail network.</p>

		<p>Bidders for the AssetsCo role will require certainty as to the conditions that may be attached to a railway assets operating licence, bearing in mind that such conditions might affect the cost of undertaking the AssetsCo role, the time required to perform certain AssetsCo functions (or may even interfere with or prevent the performance of certain functions) and the risk allocation between AssetsCo on one hand and the InfraCos/Government on the other hand.</p> <p>Please confirm that the circumstances in which the conditions attached to a railway assets operating licence may be modified, and the permissible modifications in those circumstances, together with a fair process for the regulation of appeals against licence modifications, will be addressed in detail in a combination of the final version of this Bill and the RFP and the project agreements for the AssetsCo role, so that bidders for the AssetsCo role will have certainty as to what additional requirements may be imposed on AssetsCo through the licensing regime.</p>
30.	Section 36: Codes of practice	<p>Under this Section, the LTA has broad discretion to issue, amend and revoke codes of practice on a wide range of matters, including safety and the technical compatibility of any railway asset.</p> <p>We note that, whilst the codes of practice do not have legislative effect, provisional orders may be made in respect of contraventions of codes of practice under Section 38.</p> <p>In principle, codes of practice should not enable the LTA or any other Governmental body to unilaterally amend the terms of a concession in respect of the high speed rail network.</p>



		<p>Bidders for the AssetsCo role will require certainty as to the codes of practice with which a holder of a railway assets operating licence must comply and protection against the possibility of such codes of practice being issued, amended or revoked in a way that affects the cost of undertaking the AssetsCo role, affects the time required to perform certain AssetsCo functions (or even interferes with or prevents the performance of certain functions) or affects the risk allocation between AssetsCo on one hand and the InfraCos/Government on the other hand.</p>
31.	Section 36: Codes of practice	<p>We would expect substantial advance notice to be given of any issuance, approval, amendment or revocation of a code of practice.</p>
32.	Section 37: Directions affecting licensees	<p>Under this Section, the LTA has broad power to issue directions to a licensee. There is very limited protection for the licensee. The legislation contemplates the giving of notice and an ability for the licensee to make representations to the LTA, but these are at the option of the LTA. The legislation make it clear that the licensee must comply with the LTA's directions.</p> <p>The Bill does not specify matters to which the LTA must have regard or otherwise govern the exercise of its functions in relation to the issuance of directions. As a minimum, we would expect to see a requirement that the LTA must, in exercising its functions in relation to the issuance of directions, ensure that the legitimate interests (including financial interests) of the licensee are protected.</p> <p>In principle, the licensing regime should not allow the LTA or any other Governmental body to unilaterally amend the terms of a concession in respect of the high speed rail network.</p>

## Paper 5

From: Loh Yong Hui  
Rajah & Tann Singapore LLP

Received: 24 November 2017

N/o	Sec- tion	Issue	Comments
		<b>Preliminary</b>	
1.	2	(b) the installation, operation, maintenance and renewal of a railway signalling system, railway communications system and railway control system;  (c) the installation, operation, maintenance and renewal of operation control centres;	Please clarify if railway control system and operation control centres are classified as "railway assets" or "railway infrastructure".
		<b>Planning and Construction of Cross-border Railway</b>	
2.	6(1)	<b>6.</b> —(1) No person has a right of objection to the delineation of land as railway area in any plan or map prepared under section 5(1) or to any amended plan or map or substitute plan or map prepared under section 5(5).	Please confirm that the finalised railway area will be annexed to the concession agreement and will not be subject to amendment without consent of the concessionaire.  Please also consider incorporating means for feedback by the concessionaire on the plan or map (including any amendment thereto) proposed for the railway area.
3.	7	<b>7.</b> The LTA or any person it authorises for the purpose of this section may do all or any of the following for the purpose of constructing, maintaining, operating or improving the railway infrastructure or railway assets of any cross-border railway:	In the Explanatory Statement for section 7, only "rail- way infrastructure" was referred to. Please clarify whether Section 7 applies to both "railway infrastructure" and "railway asset".

4.	14(2)	(2) A railway assets operator for a cross-border railway may, with the approval of the Minister, construct or authorise to be constructed on a bridge mentioned in subsection (1), railway assets necessary for the purpose of the cross-border railway.	Please consider if it is necessary to include the possibility of the building of a tunnel across the Straits of Johore.
5.	17	<b>17.</b> For the purpose of enabling the concessionaire under a concession agreement granted under Part 3, or the LTA if no such concession agreement is granted, to carry out its function and duty of constructing any railway infrastructure of a cross-border railway, the Minister for Finance must, from time to time, provide funds by way of grants, subject to such conditions as the Minister for Finance may impose, to the concessionaire or LTA (as the case may be) out of moneys provided by Parliament.	<p>The wording here is inconsistent with that at section 19(4). The use of “must” here suggests that the Minister for Finance has to provide financial assistance. However, the use of “If” at the start of section 19(4) suggests that the Minister for Finance may or may not grant financial assistance.</p> <p>Please consider clarifying the intent of this clause and provide any suitable details at this juncture.</p> <p>In addition, please clarify the scope of the grants and whether this includes any direct or indirect payments to the concessionaire, including availability payments.</p> <p>Further, we note that this only applies to the funding of construction of the railway infrastructure. Please clarify why the Bill does not expressly contemplate the possible funding by way of grants by the Minister of Finance.</p>

6.	18	<p><b>Concession agreement for railway infrastructure</b></p> <p><b>18.</b>—(1) The Minister may, on behalf of the Government, enter into one concession agreement relating to the construction, maintenance, operation and improvement of the railway infrastructure of a cross-border railway.</p> <p>(2) A concession agreement in subsection (1) may authorise the concessionaire to exercise, in place of the LTA, all or any of the LTA's powers and functions in Division 2 of Part 2.</p>	<p>Please clarify why the powers granted under section 18 are not extended to the railway asset operator and railway assets. Based on the definition of railway as- sets, there are items such as train tracks, signalling equipment and communication equipment which would entail inspection, survey and construction works.</p>
7.	PART 2 Division 2	Powers for construction of railway	<p>See comment for Item 6 above. Please clarify why the scope of Part 2, section 2 does not include railway assets.</p>
		<b>Concessionaire for Railway Infrastructure</b>	
8.	Part 3	Concessionaire For Railway Infrastructure	<p>Based on the industry briefing slides for the high speed rail, there appears to be two concession agreements relevant to Singapore, AssetsCo Concession Agreement and OpCo International Concession Agreement. However, the proposed Bill appears to only address one concession agreement.</p> <p>Please clarify whether the concession agreement in this Bill refers to the AssetsCo Concession Agreement or OpCo International Concession Agreement, and why the other concession agreement is not addressed in this Bill.</p>

9.	19(1) 19(2)	<p><b>Transfer or termination of concession agreement</b></p> <p><b>19.</b>—(1) A concession agreement, and any right, benefit or privilege of a concessionaire under a concession agreement, may be transferred or assigned to another person only if —</p> <p>(a) the concession agreement contains a condition authorising the transfer or assignment; and</p> <p>(b) the Minister consents in writing to the transfer or assignment.</p> <p>(2) Any consent under subsection (1) may be given subject to compliance with such conditions as the Minister thinks fit to impose, which may include modifying, or requiring or otherwise providing for the making of modifications to, the terms of the concession agreement.</p>	<p>This may affect the bankability of the project as banks and financial institution may be reluctant to finance the concessionaire if transfers and assignments are subject to Minister approval and the Minister has discretion to impose conditions, including modifying the terms of the concession agreement.</p> <p>Please consider whether an exception to this provision for the purposes of raising finance is suitable.</p>
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10.	19(3)	<p>(3) A transfer or an assignment, or a purported transfer or assignment, of a concession agreement, or of any right, benefit or privilege of a concessionaire under the concession agreement, is void and of no effect —</p> <p>(a) if the concession agreement, or right, benefit or privilege under the concession agreement, is not capable of transfer or assignment;</p> <p>(b) if the transfer or assignment, or purported transfer or assignment, is in breach of a condition of the concession agreement; or</p> <p>(c) if there has been, before the transfer or assignment or purported transfer or assignment, a contravention of a condition subject to compliance with which the consent required by subsection (1) is given.</p>	<p>This may affect the bankability of the project as banks and financial institutions may be reluctant to finance the concessionaire if the concessionaire is barred from giving security in exchange for their financing. It is understood that the concessionaire is envisaged to be responsible for the financing of all rolling stock and all rail assets<sup>1</sup>.</p> <p>Please consider whether an exception to this provision for the purposes of raising finance is suitable.</p> <p>In addition, please clarify if the concession agreement or other document, will provide for an exception and permit a transfer or an assignment to financiers.</p>
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<sup>1</sup><https://www.lta.gov.sg/apps/news/page.aspx?c=2&id=2b3de00a-92f4-4b9a-a90a-97dbff7344ba>

11.	19(4)	<p>(4) If financial assistance has been provided under section 17 to the concessionaire for the purpose of constructing, maintaining, operating and improving the railway infrastructure of a cross-border railway, then upon the termination of the concession agreement by the effluxion of time or otherwise, there shall be transferred to a prescribed transferee by virtue of this section, without the need for any further conveyance, transfer, assignment or assurance, all such property, rights and liabilities of the concessionaire as in accordance with the concession agreement that fall to be so transferred in the circumstances.</p>	<p>It appears that regardless of the amount of financial assistance provided under section 17, all property, rights and liabilities of the concessionaire will be transferred at the end of the concession agreement.</p> <p>Please consider if this is the intent and that it is not the intent to restrict the transfer of the property, rights and liabilities only in relation to those property, rights and liabilities which are related to the financial assistance.</p> <p>Please also consider whether it is the intent for this section to cover all property, rights and liabilities of the concessionaire or is it limited to the property, rights and liabilities related to Singapore.</p> <p>In addition, in the event that the concession agreement is terminated due to no fault of the concessionaire, please consider whether the transfer of the property, rights and liabilities of the concessionaire is subject to compensation.</p> <p>Last, please also consider the scenario where no financial assistance has been provided.</p>
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12.	21(2)	(2) The concessionaire or LTA, as the case may be, may grant to the railway assets operator a lease of any railway infrastructure or railway asset <b><u>as</u></b> it appears to the concessionaire or LTA (as the case may be) to be expedient to do so for the purpose of or in connection with the exercise by the railway assets operator <b><u>of</u></b> its functions under the railway assets contract and this Act.	Please see proposed typographical amendments, in bold and underlined.
13.	23	23.—(1) A railway assets contract, and any right, benefit or privilege of a railway assets operator under a railway assets contract, are not transferable.  (2) A transfer or an assignment, or a purported transfer or assignment, of a railway assets contract, or of any right, benefit or privilege of a railway assets operator under the railway assets contract, is void and of no effect.	See comments to Items 8 and 9 above.
		<b>Train Service Operator</b>	
14.	28	<b>28.</b> —(1) A cross-border train service contract, and any right, benefit or privilege of a train service operator under a cross-border train service contract, are not transferable.  (2) A transfer or an assignment, or a purported transfer or assignment, of a cross-border train service contract, or of any right, benefit or privilege of a train service operator under a cross-border train service contract, is void and of no effect.	See comments to Items 8 and 9 above.



		<b>General Provisions for Licences</b>	
15.	31(4)	<p>(4) Without prejudice to subsection (1), the LTA may grant a renewal of a licence with or without modifying the conditions of the licence, but section 35 does not apply to or in relation to granting a renewal of a licence with modifications to the conditions of the original licence.</p>	<p>Under section 35, the LTA (i) may modify conditions of a licence without compensation (s35(1)), but (ii) must give notice to the licensee concerned (s35(2)), and consider representations given by the licensee (s35(3)).</p> <p>Please consider if the mechanism can be applied to the renewal of licences and for situations where the licence conditions are made consistent with the relevant agreements.</p>
16.	36(2)	<p>(2) If any provision in any code of practice is inconsistent with any provision of this Act, such provision, to the extent of the inconsistency —</p> <p>(a) is to have effect subject to the provisions of this Act; and</p> <p>(b) having regard to this Act, is not to have effect.</p>	<p>The use of connector “and” between section 36(2)(a) and (b) suggests both are to take effect concurrently. However, (a) is mutually exclusive with (b). It is hoped that the bill can change the connector “and” to “or” instead. This will permit those code of practice that are inconsistent with the act but can have effect subject to the Act to still be effective.</p>

17.	-	<p>Inconsistency between the concession agreement and the subsequent issue of licences, directions and codes of practice.</p>	<p>Please confirm that the LTA will issue licences with conditions, directions and codes of practice which are consistent with the terms of the concession agreement.</p> <p>The concern is that the terms of the concession agreement may be sidestepped by any subsequent issue of new or modified licence conditions, directions and codes of practice (which may impose new or more onerous standards or requirements than those imposed on the concessionaire under the existing concession agreement).</p> <p>In the event of any inconsistency between a term of the concession agreement and a licence condition, direction or code of practice, please consider stipulating which will prevail and/or a mechanism to resolve such inconsistency.</p>
18.	39(2)	<p>(2) For the purposes of requiring a licensee for a cross-border railway to pay a financial penalty under subsection (1)(ii), the maximum amount means the higher of the following amounts:</p> <p>(a) \$1 million; or</p> <p>(b) 10% of the licensee's gross annual revenue that is received during the licensee's last-completed financial year (as ascertained from the licensee's latest audited accounts) from the management of railway assets and provision of open network services, or the provision of cross-border train services (as the case may be) involving that cross-border railway.</p>	<p>Please clarify why section 39(2) does not extend to the concessionaire, who may be the subject of the codes of practice.</p>

		<b>Cross-border Railway Administration</b>	
19.	48	Every track, installation or plant used for a cross-border railway and placed under, over, along, across, in or upon any property by the LTA, a concessionaire or a railway assets operator in the discharge of their functions under this Act remains the property of the LTA, concessionaire or railway assets operator (as the case may be), whether or not it has become in whole or in part a fixture.	Please consider if this section is subject to section 19(4).
		<b>Safety and Security Matters</b>	
20.	49	<b>49.</b> The LTA must, in accordance with the relevant bilateral railway agreement for the cross-border railway in question, jointly appoint an individual as the independent safety auditor for the cross-border railway.	For clarity, please consider naming the other party entitled to jointly appoint the independent safety auditor.
21.	52(2)	(2) A rail safety inspector is authorised to enter any railway infrastructure, railway asset or premises mentioned in subsection (1) only if its occupier has consented to the entry or after giving 3 hours' prior notice of that entry to the occupier.	From an operational perspective, the entry of certain railway infrastructure, railway asset or premises may, depending on the circumstances, not be possible in 3 hours.  Please consider inserting a flexible mechanism rather than stipulating a fixed time period for this section.

22.	52(3) (d)	(d) if the rail safety inspector considers it necessary to do so for the purpose of obtaining evidence of the contravention of any applicable requirement of this Act, seize any machinery, equipment, substance, record or other thing;	<p>The broad discretionary power will be of concern to the licensee as it has the potential to affect operations and property rights.</p> <p>Please consider stipulating exceptions or limits to the powers of the rail safety inspector in this section.</p> <p>Please also clarify whether the concessionaire will have recourse against the LTA and the rail safety inspector if the rail safety inspector is found to have abused its powers or carried out its duties improperly.</p>
		<b>Miscellaneous</b>	
23.	53(3)	<p>(3) Any person who —</p> <p>(a) without reasonable excuse, refuses or fails to comply with a requirement under section 50 or 51 made by the independent safety auditor or a rail safety inspector; or (b) knowingly furnishes to the independent safety auditor or a rail safety inspector information that is false or misleading in a material particular,</p> <p>shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding 6 months.</p>	<p>Please clarify if section 50 is applicable as section 50 addresses the power of LTA to appoint rail safety inspectors.</p>

24.	55(3)	<p><b>55.—</b>(1) This section applies where —</p> <p>(a) an accident or a serious incident occurs in Singapore; or</p> <p>(b) an accident or a serious incident occurs outside Singapore involving a train operated by a licensee holding a cross-border train service licence.</p> <p>(2) If a relevant person has knowledge of an accident or a serious incident mentioned in subsection (1), the relevant person must give notice of the accident or serious incident to —</p> <p>(a) the competent authority for transport accidents in accordance with the written law in force governing transport accidents in Singapore; and</p> <p>(b) the bilateral committee for that cross-border railway within the prescribed time and in the prescribed manner.</p> <p>(3) A relevant person who, without reasonable excuse, contravenes subsection (1) shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$100,000 or to imprisonment for a term not exceeding 5 years or to both.</p>	<p>Subsection (1) merely sets out the circumstances under which section 55 would be applicable.</p> <p>The operative part of section 55 which would be capable of being contravened is subsection (2).</p> <p>Please consider if necessary to amend the cross-reference in section 55(3).</p>
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25.	67	<p><b>Certain statements to be conclusive</b></p> <p><b>67.</b> Where it is stated by the LTA in a notice under section 8, 9, 10, 11 or 12 that the entry or the work described in the notice or required to be carried out is, in the opinion of the LTA, necessary or required for the construction, maintenance, operation or improvement of the railway infrastructure of a cross-border railway, then such statement must be accepted by all courts, tribunals and persons as conclusive evidence of the truth of the fact so stated.</p>	<p>See comments to Items 3, 6 and 7. Please consider if necessary to extend the scope of this section to railway assets as well.</p>
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## MINUTES OF PROCEEDINGS

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### 1st Meeting

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Wednesday, 24 January 2018

10.00 am

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#### PRESENT

Mr Speaker (Mr Tan Chuan-Jin) (*in the Chair*)  
Miss Cheng Li Hui  
Mr Low Thia Kiang  
Associate Professor Dr Muhammad Faishal Ibrahim  
Mr Ng Chee Meng  
Mr Vikram Nair  
Mr Melvin Yong Yik Chye

#### ABSENT

Mr Sitoh Yih Pin

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#### IN ATTENDANCE:

##### *Ministry of Transport:*

Mr Lee Chuan Teck, Deputy Secretary, Land and Corporate Divisions  
Ms Liu Chen, Deputy Director, Land Transport Division  
Ms Loh Yuh Yiing, Assistant Director, Land Transport Division

##### *Attorney-General's Chambers:*

Mrs Owi Beng Ki, Chief Legislative Counsel, Legislation Division  
Ms Seah Li Min Cheryl, State Counsel, Legislation Division

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1. The Committee deliberated.
2. *Agreed* that officials from the Ministry of Transport and the Attorney-General's Chambers be admitted to the meetings of the Committee.
3. Written representations received were considered.
4. *Agreed* that all written representations received be accepted and published in the Committee's Report.

Adjourned till 3.00 pm on Thursday, 8 February 2018

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## MINUTES OF PROCEEDINGS

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### 2<sup>nd</sup> Meeting

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Thursday, 8 February 2018

3.00 pm

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#### PRESENT

Mr Speaker (Mr Tan Chuan-Jin) (*in the Chair*)  
Associate Professor Dr Muhammad Faishal Ibrahim  
Mr Ng Chee Meng  
Mr Sitoh Yih Pin  
Mr Vikram Nair  
Mr Melvin Yong Yik Chye

#### ABSENT

Miss Cheng Li Hui  
Mr Low Thia Khiang

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#### IN ATTENDANCE:

##### *Ministry of Transport:*

Mr Lee Chuan Teck, Deputy Secretary, Land and Corporate Divisions  
Ms Liu Chen, Deputy Director, Land Transport Division  
Ms Loh Yuh Yiing, Assistant Director, Land Transport Division  
Mr Shyam Srinivasan, Assistant Director, Land Transport Division

##### *Attorney-General's Chambers:*

Mrs Owi Beng Ki, Chief Legislative Counsel, Legislation Division  
Ms Seah Li Min Cheryl, State Counsel, Legislation Division

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1. The Committee deliberated.
2. Bill considered clause by clause.

##### Clause 1:

Alteration made in page 6, line 4: to leave out "2017", and insert  
"2018". Clause 1 agreed to.



Clause 2:

Amendments made:

- (i) in page 7, lines 11, 17 and 18: to leave out "the Federation of".
- (ii) in page 8, lines 13 and 16: to leave out "the Federation of".
- (iii) in page 9, line 3: to leave out "the Federation of". – (Second Minister for Transport).

Clause 2, as amended, agreed to.

Clauses 3 to 20 inclusive agreed to.

Clause 21:

Amendments made:

- (i) in page 29, line 18: after "asset", to insert "as".
- (ii) in page 29, line 20: after "operator", to insert "of". – (Second Minister for Transport).

Clause 21, as amended, agreed to.

Clause 22 agreed to.

Clause 23:

Amendments made:

- (i) in page 30, line 22: to leave out "not transferable", and insert "transferable only with the prior written consent of the Minister".
- (ii) in page 30, line 25: after "contract,", to insert "in contravention of subsection (1),". – (Second Minister for Transport).

Clause 23, as amended, agreed to.

Clauses 24 to 27 inclusive agreed to.

Clause 28:

Amendments made:

- (i) in page 33, line 15: to leave out "not transferable", and insert "transferable only with the prior written consent of the Minister".
- (ii) in page 33, line 19: after "contract,", to insert "in contravention of subsection (1),". – (Second Minister for Transport).

Clause 28, as amended, agreed to.

Clauses 29 to 35 inclusive agreed

to. Clause 36:

Amendment made, in page 40, line 25: to leave out "and", and insert "or". – (Second Minister for Transport).

Clause 36, as amended, agreed to.

Clauses 37 to 52 inclusive agreed to.

Clause 53:

Amendment made, in page 58, line 17: to leave out "50 or". – (Second Minister for Transport).

Clause 53, as amended, agreed to.

Clause 54 agreed to.

Clause 55:

Amendment made, in page 59, line 30: to leave out "(1)", and insert "(2)". – (Second Minister for Transport).

Clause 55, as amended, agreed to.

Clauses 56 to 76 inclusive agreed to.

Clause 77:

Alteration made, in page 81, line 31: to leave out "2017", and insert "2018".

Clause 77 agreed to.

Clause 78:

Alterations made:

- (i) in page 82, lines 6, 13, 18, 21, 28 and 33: to leave out "2017", and insert "2018".
- (ii) in page 83, lines 6, 18, 21, 24, 27, 31 and 35: to leave out "2017", and insert "2018".
- (iii) in page 84, lines 4, 7, 10, 13, 17, 21, 25 and 32: to leave out "2017", and insert "2018".
- (iv) in page 85, lines 3, 7 and 16: to leave out "2017", and insert "2018".

Clause 78 agreed to.

Clauses 79 and 80 agreed to.

Bill to be reported.

### **Report**

3. The Chairman's report brought up and read the first time.
4. *Resolved*, "That the Chairman's report be read a second time paragraph by paragraph."
5. Paragraphs 1 to 81 inclusive read and agreed to.
6. *Resolved*, "That this report be the Report of the Committee to Parliament."
7. *Agreed* that the Chairman do present the Report to Parliament when copies are available for distribution to Members of Parliament.

**Thursday, 8 February 2018**

**Official Report**

**Consideration of Bill (clause by clause)**

**CONTENTS**

Clause 1 agreed to

Clause 2, as amended, agreed to

Clauses 3 to 20 inclusive agreed to

Clause 21, as amended, agreed to

Clause 22 agreed to

Clause 23, as amended, agreed to

Clauses 24 to 27 inclusive agreed to

Clause 28, as amended, agreed to

Clauses 29 to 35 inclusive agreed to

Clause 36, as amended, agreed to

Clauses 37 to 52 inclusive agreed to

Clause 53, as amended, agreed to

Clause 54 agreed to

Clause 55, as amended, agreed to

Clauses 56 to 80 inclusive agreed to

Bill to be reported

Report agreed to

## **Official Report**

### **Consideration of Bill (clause by clause)**

*Thursday, 8 February 2018*

*The Committee met at 3.00 pm*

#### **PRESENT:**

Mr Speaker (Mr Tan Chuan-Jin) (Marine Parade).

Assoc Prof Dr Muhammad Faishal Ibrahim (Nee Soon), Senior Parliamentary Secretary to the Ministers for Education and Minister for Social and Family Development.

Mr Ng Chee Meng (Pasir Ris-Punggol), Minister for Education (Schools) and Second Minister for Transport.

Mr Sitoh Yih Pin (Potong Pasir).

Mr Vikram Nair (Sembawang).

Mr Melvin Yong Yik Chye (Tanjong Pagar).

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#### *In Attendance:*

##### *Ministry of Transport*

Mr Lee Chuan Teck, Deputy Secretary (Land and Corporate Divisions).

Ms Liu Chen, Deputy Director (Land Transport Division).

Ms Loh Yuh Yiing, Assistant Director (Land Transport Division).

Mr Shyam Srinivasan, Assistant Director (Land Transport Division).

##### *Attorney-General's Chambers*

Mrs Owi Beng Ki, Chief Legislative Counsel.

Ms Seah Li Min Cheryl, State Counsel.

**[Mr Speaker in the Chair]**

**The Chairman:** I call the meeting to order. A Notice of Amendments to the Bill has been received from the Second Minister for Transport and a copy of it has been circulated to Members. In front of you are printed copies of the Notice of Amendments and the Bill.

I wish to inform Members that apart from altering the citation year "2017" to "2018" in the Bill, there are several other proposed amendments listed in the Notice of Amendments. Minister, would you like to brief the Committee on these proposed amendments?

**Mr Ng Chee Meng:** Yes, please. Thank you, Mr Chairman. First, as we discussed with the Committee at the last meeting, I would like to propose amendments to clauses 23 and 28 of the Bill. These concern the transfer and assignment of commercial contracts under our cross-border railway projects. Clauses 23 and 28 forbid the transfer and assignment of the contracts of the railway Assets Operator. For example, the HRS AssetsCo and cross-border train service operator, the OpCo International, respectively.

MOT's intent is to prevent the provider from assigning the contract to another party that we did not appoint. However, based on the industry feedback, we note that this clause may deter private finances from lending to the AssetsCo. This is because future cash-flows under the AssetsCo contract itself cannot be used as a collateral.

To allow genuine financing and yet prevent illicit transfer of the contracts, at the last meeting, I proposed amendments to the Bill to allow transfer or assignment of contracts with Minister's approval. This strikes a balance between Government oversight and commercial viability.

Second, I would also like to propose amending all references to "the Government of the Federation of Malaysia" in the Bill to "the Government of Malaysia" for accuracy. Finally, I would also like to propose amendments to clauses 21, 36, 53 and 55 of the Bill to incorporate editorial amendments for accuracy, as suggested by the representors.

**The Chairman:** Do Members have any clarifications to seek on the proposed amendments highlighted by the Minister? If not, let us move on to the agenda proper, and then we will go through some of these. Along the way, if there are any clarifications for the Minister or for the staff, please feel free to interject.

Let us move on to agenda item 1 – this is where we will consider the Bill clause by clause. So, we will go through the clause one at a time.

Item 1 – to consider the Cross-Border Railways Bill clause by clause. Minister.

**Mr Ng Chee Meng:** Mr Chairman, for certain cases where there is more than one amendment to a clause, may I have your permission to move all the amendments together as they are related.

**The Chairman:** I give my permission.

*Clause 1* agreed to stand part of the Bill.

*Clause 2 – (Interpretation)*

**The Chairman:** Let us move on to clause 2. There are three amendments. Minister.

**Mr Ng Chee Meng:** Mr Chairman, I beg to move the amendments\* standing in my name, as indicated in the Notice of Amendments. As I mentioned earlier, these amendments are intended to change references from "the Government of the Federation of Malaysia" to "the Government of Malaysia" for accuracy.

*\*The amendments read as follows:*

*(1) In page 7, lines 11, 17 and 18: to leave out "the Federation of".*

*(2) In page 8, lines 13 and 16: to leave out "the Federation of".*

*(3) In page 9, line 3: to leave out "the Federation of".*

*Amendments agreed to.*

*Clause 2, as amended, agreed to stand part of the Bill.*

*Clauses 3 to 20 inclusive agreed to stand part of the Bill.*

*Clause 21 – (Railway assets operator)*

**The Chairman:** Clause 21. There are two amendments. Minister.

**Mr Ng Chee Meng:** Mr Chairman, I beg to move the amendments\* standing in my name, as indicated in the Notice of Amendments. These are editorial amendments suggested by one of the representors.

*\*The amendments read as follows:*

*(1) In page 29, line 18: after "asset", to insert "as".*

*(2) In page 29, line 20: after "operator", to insert "of".*

*Amendments agreed to.*

*Clause 21, as amended, agreed to stand part of the Bill.*

*Clause 22 agreed to stand part of the Bill.*

*Clause 23 – (Railway assets contract non-transferable)*

**The Chairman:** Clause 23. There are two amendments. Minister.

**Mr Ng Chee Meng:** Mr Chairman, I beg to move the amendments\* standing in my name, as indicated in the Notice of Amendments. These amendments will allow the transfer and assignment of the railway assets contract with Minister's approval, as I have explained earlier.

*\*The amendments read as follows:*

- (1) In page 30, line 22: to leave out "non-transferable" and insert "transferable only with the prior written consent of the Minister".*
- (2) In page 30, line 25: after "contract,", to insert "in contravention of subsection (1),".*

*Amendments agreed to.*

*Clause 23, as amended, agreed to stand part of the Bill.*

*Clauses 24 to 27 inclusive agreed to stand part of the Bill.*

*Clause 28 – (Cross-border train service contract non-transferable)*

**The Chairman:** Clause 28. There are two amendments. Minister.

**Mr Ng Chee Meng:** Mr Chairman, I beg to move the amendments\* standing in my name, as indicated in the Notice of Amendments. Similar to the previous amendments concerning the railway assets contract, these amendments will allow transfer and assignment of cross-border train service contracts with Minister's approval.

*\*The amendments read as follows:*

- (1) In page 33, line 15: to leave out "not transferable" and insert "transferable only with the prior written consent of the Minister".*
- (2) In page 33, line 19: after "contract", to insert "in contravention of subsection (1),".*

*Amendments agreed to.*

*Clause 28, as amended, agreed to stand part of the Bill.*

*Clauses 29 to 35 inclusive agreed to stand part of the Bill.*

*Clause 36 – (Codes of practice)*

**The Chairman:** Clause 36. Minister.

**Mr Ng Chee Meng:** Mr Chairman, I beg to move the amendment\* standing in my name, as indicated in the Notice of Amendments. This is an editorial amendment suggested by one of the representors.

*\*The amendment reads as follows:*

*In page 40, line 25: to leave out "and" and insert "or".*

*Amendment agreed to.*

*Clause 36, as amended, agreed to stand part of the Bill.*

*Clauses 37 to 52 inclusive agreed to stand part of the Bill.*

*Clause 53 – (Obstructing rail safety inspectors, etc.)*

**The Chairman:** Clause 53. Minister.

**Mr Ng Chee Meng:** Mr Chairman, I beg to move the amendment\* standing in my name, as indicated in the Notice of Amendments. This is an editorial amendment suggested by one of the representors.

*\*The amendment reads as follows:*

*In page 58, line 17: to leave out "50 or".*

**The Chairman:** "Under section 50 or 51", the proposal is to remove "50 or".

**Mr Ng Chee Meng:** Yes.

*Amendment agreed to.*

*Clause 53, as amended, agreed to stand part of the Bill.*

*Clause 54 agreed to stand part of the Bill.*

*Clause 55 – (Compulsory reporting of accidents, etc., on cross-border railway)*

**The Chairman:** Clause 55.

**Mr Ng Chee Meng:** Mr Chairman, I beg to move the amendment\* standing in my name, as indicated in the Notice of Amendments. This is an editorial amendment suggested by one of the representors.

*\*The amendment reads as follows:*

*In page 59, line 30: to leave out "(1)", and insert "(2)".*

*Amendment agreed to.*

*Clause 55, as amended, agreed to stand part of the Bill.*

*Clauses 56 to 80 inclusive agreed to stand part of the Bill.*

*Bill to be reported.*

## **REPORT**

**The Chairman:** We will now go through the draft Report formally and use it as a basis for the discussion. Is the draft Report accepted as a basis for discussion?

**Hon Members** *indicated assent.*

*Chairman's Report, brought up, and read the First time.*



*Question put, and resolved.*

That the Chairman's Report be read a Second time, paragraph by paragraph.

**The Chairman:** Unless any Member wishes to speak on any particular paragraph, I propose to take all paragraphs en bloc – paragraphs 1 to 81.

*Paragraphs 1 to 81 inclusive read and agreed to stand part of the Report.*

*Question put, and resolved,*

That this Report be the Report of the Committee to Parliament.

**The Chairman:** The Report will be presented to Parliament when copies are ready for circulation to Members of Parliament. Is that agreed?

**Hon Members** *indicated assent.*

**The Chairman:** Thank you. The Committee is now adjourned.

*Committee adjourned at 3.19 pm functus officio.*