YOU ARE HEREBY INVITED TO SUBMIT A BID TO THE DBSA TO MEET THE REQUIREMENTS OF THE TENDER DOCUMENT HEREIN

<table>
<thead>
<tr>
<th>BID NUMBER:</th>
<th>DBSA RFP 039/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>NON-COMPULSORY SITE VISIT DATE AND VENUE</td>
<td>24 FEBRUARY 2020 AT ROCHE BOIS WASTEWATER PUMPING STATION AND BAIE DU TOMBEAU WASTEWATER TREATMENT PLANT AT 11H00</td>
</tr>
<tr>
<td>COMPULSORY BRIEFING SESSION DATE AND VENUE</td>
<td>25 FEBRUARY 2020 AT DBSA OFFICES AT 11H00 INTERNATIONAL SERVICE PROVIDERS WHO WISH TO PARTICIPATE CAN CONNECT TO THE BRIEFING SESSION VIA SKYPE AND REGISTER THEIR ATTENDANCE</td>
</tr>
<tr>
<td>CLOSING DATE:</td>
<td>09 MARCH 2020 FOR DELIVERY AT DBSA OFFICES</td>
</tr>
<tr>
<td>CLOSING TIME:</td>
<td>12H00</td>
</tr>
<tr>
<td>PERIOD FOR WHICH BIDS ARE REQUIRED TO REMAIN OPEN FOR ACCEPTANCE:</td>
<td>90 DAYS</td>
</tr>
<tr>
<td>DESCRIPTION OF BID:</td>
<td>TRANSACTION ADVISORY SERVICES FOR THE NEW ROCHE BOIS WASTEWATER PUMPING STATION AND THE BAIE DU TOMBEAU WASTEWATER TREATMENT PLANT</td>
</tr>
<tr>
<td>BID DOCUMENTS DELIVERY ADDRESS:</td>
<td>Development Bank of Southern Africa Welcome Centre 1258 Lever Road Midrand For Attention: Vusi Kunene</td>
</tr>
</tbody>
</table>

NAME OF BIDDER: 

CONTACT PERSON: 

EMAIL ADDRESS: 

TELEPHONE NUMBER: 

FAX NUMBER: 

BIDDER’S STAMP OR SIGNATURE
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PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO SUBMIT A BID TO THE DBSA TO MEET THE REQUIREMENTS OF THE TENDER DOCUMENT HEREIN

BID NUMBER: DBSA RFP 039/2020

NON-COMPULSORY SITE VISIT DATE AND VENUE: 24 FEBRUARY 2020 AT ROCHE BOIS WASTEWATER PUMPING STATION AND BAIE DU TOMBEAU WASTEWATER TREATMENT PLANT AT 11H00

COMPULSORY BRIEFING SESSION DATE AND TIME: 25 FEBRUARY 2020 AT 11H00 AT DBSA OFFICES.

INTERNATIONAL SERVICE PROVIDERS WHO WISH TO PARTICIPATE CAN CONNECT TO THE BRIEFING SESSION VIA SKYPE AND REGISTER THEIR ATTENDANCE

CLOSING DATE: 09 MARCH 2020

CLOSING TIME: 12H00 AT DBSA OFFICES

DESCRIPTION:

TRANSACTION ADVISORY SERVICES FOR THE ROCHE BOIS PUMPSTATION AND BAIE DU TOMBEAU WASTEWATER TREATMENT WORKS IN ACCORDANCE WITH THE BOT PROJECTS ACT 2016 OF THE REPUBLIC OF MAURITIUS

The successful Bidder will be required to conclude a Service Level Agreement with the Wastewater Management Authority (WMA) of the Republic of Mauritius. The DBSA has signed a Project Preparation Agreement with the WMA, granting them project preparation funding to undertake feasibility studies for the project. As a condition of this Agreement, the procurement of a Transaction Advisor will be undertaken in accordance with the DBSA’s procurement guidelines.

Bidders should ensure that Bids are delivered timeously and to the correct address (reflected on the cover page of this document). If the Bid is late, it will not be considered for evaluation.

The Bid box is open during office hours (08:00 – 16:30) Monday to Friday.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED).

BIDDERS THAT ARE UNINCORPORATED CONSORTIA CONSISTING OF MORE THAN ONE LEGAL ENTITY MUST SELECT A LEAD ENTITY AND FURNISH THE DETAILS OF THE LEAD ENTITY, UNLESS OTHERWISE SPECIFIED.
<table>
<thead>
<tr>
<th><strong>NAME OF BIDDER AND EACH ENTITY IN CONSORTIUM:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>POSTAL ADDRESS:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>STREET ADDRESS:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>CONTACT PERSON (FULL NAME):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>EMAIL ADDRESS:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TELEPHONE NUMBER:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>FAX NUMBER:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>BIDDER REGISTRATION NUMBER OR REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</strong></td>
<td></td>
</tr>
<tr>
<td><strong>BIDDER VAT REGISTRATION NUMBER OR VAT REGISTRATION NUMBER OF EACH ENTITY IN CONSORTIUM</strong></td>
<td></td>
</tr>
<tr>
<td><strong>IF YES, WHO ISSUED THE CERTIFICATE?</strong></td>
<td></td>
</tr>
<tr>
<td><strong>REGISTERED WITH THE NATIONAL TREASURY CSD [TICK APPLICABLE BOX]</strong></td>
<td>YES</td>
</tr>
<tr>
<td><strong>CSD REGISTRATION NUMBER IF APPLICABLE</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS</strong></td>
<td></td>
</tr>
<tr>
<td>Section</td>
<td>Question</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1.1.1</td>
<td>Are you the accredited representative in South Africa for the goods/services/works offered?</td>
</tr>
<tr>
<td></td>
<td>[If yes enclose proof]</td>
</tr>
<tr>
<td>1.1.2</td>
<td>Are you a foreign-based supplier for the goods/services/works offered?</td>
</tr>
<tr>
<td></td>
<td>[If yes answer Part B:3 below]</td>
</tr>
<tr>
<td>1.1.3</td>
<td>Signature of bidder</td>
</tr>
<tr>
<td>1.1.4</td>
<td>Date</td>
</tr>
<tr>
<td>1.1.5</td>
<td>Full name of authorised representative</td>
</tr>
<tr>
<td>1.1.6</td>
<td>Capacity under which this bid is signed (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</td>
</tr>
<tr>
<td>1.1.7</td>
<td>Total number of items offered</td>
</tr>
</tbody>
</table>
## PART B
### TERMS AND CONDITIONS FOR BIDDING

<table>
<thead>
<tr>
<th>1. BID SUBMISSION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</td>
</tr>
<tr>
<td>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</td>
</tr>
<tr>
<td>1.3. IF SOUTH AFRICAN REGISTERED, BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/DIRECTORSHIP/MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).</td>
</tr>
<tr>
<td>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. TAX COMPLIANCE REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</td>
</tr>
<tr>
<td>2.2. SOUTH AFRICAN REGISTERED BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.</td>
</tr>
<tr>
<td>2.3. FOR SOUTH AFRICAN REGISTERED BIDDERS, APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</td>
</tr>
<tr>
<td>2.4. SOUTH AFRICAN REGISTERED BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</td>
</tr>
<tr>
<td>2.5. FOR SOUTH AFRICAN REGISTERED COMPANIES IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</td>
</tr>
<tr>
<td>2.6. FOR SOUTH AFRICAN REGISTERED BIDDERS WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</td>
</tr>
<tr>
<td>2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td>
</tr>
<tr>
<td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td>
</tr>
<tr>
<td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td>
</tr>
<tr>
<td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td>
</tr>
</tbody>
</table>

If the answer is “NO” to all of the above, then, it is not a requirement to obtain a tax compliance status / tax compliance system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
PART C

CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

- Tick in the relevant block below
- Ensure that the following documents are completed and signed where applicable:
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

NB: Should all of these documents not be included, the Bidder may be disqualified on the basis of non-compliance

YES  NO

☐  ☐ One original Bid document with three (3) copies (clearly marked as original and copy); separated into two separate envelopes, first for Pre-Qualifying Criteria and Functional Evaluation on the one hand, and secondly, for Price and Preferential Points on the other hand.

☐  ☐ Part A: Invitation to Bid

☐  ☐ Part B: Terms and Conditions of Bidding

☐  ☐ Part C: Checklist of Compulsory Returnable Schedules and Documents

☐  ☐ Part D: Conditions of Tendering and Undertakings by Bidders

☐  ☐ Part E: Specifications/Terms of Reference and Project Brief

☐  ☐ Annexure A: Price Proposal Requirement (to be included on a separate price proposal).

☐  ☐ Annexure B: SBD4 Declaration of Interest

☐  ☐ Annexure C: SBD9: Certificate of Independent Bid Determination
PART D

CONDITIONS OF TENDERING AND UNDERTAKINGS BY BIDDER

1. DEFINITIONS

In this Request for Proposals, unless a contrary intention is apparent:

1.1 Business Day means a day which is not a Saturday, Sunday or public holiday.

1.2 Bid means a written offer in the prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this RFP.

1.3 Bidder means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Bid.

1.4 Companies Act means the Companies Act, 2008 of the Republic of South Africa.

1.5 Compulsory Documents means the list of compulsory schedules and documents set out in Part B.

1.6 Closing Time means the time, specified as such under the Clause 4 (Bid Timetable) in Part D, by which Tenders must be received.

1.7 DBSA means the Development Bank of Southern Africa Limited.

1.8 DFI means Development Finance Institution.

1.9 Evaluation Criteria means the criteria set out under the clause 27 (Evaluation Process) of this Part D, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.

1.10 Functional Criteria means the criteria set out in clause 27 of this Part D.

1.11 Intellectual Property Rights includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

1.12 PFMA means the Public Finance Management Act, 1999.

1.13 Pre-Qualifying Criteria means the criteria set out in clause 27.4 of this Part D.

1.14 Proposed Contract means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the WMA and the successful Bidder.

1.15 Project means the transaction advisory services for the development of the new Roche Bois Wastewater Pumping Station and the Baie Du Tombeau Wastewater Treatment Plant in accordance with the BOT Projects Act.
1.16 **Request for Proposal** or **RFP** means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated.

1.17 **SARS** means the South African Revenue Service.

1.18 **Services** means the services required as specified in this RFP Part D.

1.19 **SLA** means Service Level Agreement.

1.20 **Specification** means the conditions of tender set and any specification or description of the DBSA’s requirements contained in this RFP.

1.21 **State** means the Republic of South Africa.

1.22 **Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.

1.23 **Tendering Process** means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the DBSA of the selection of a successful Bidder(s) or upon the earlier termination of the process.

1.24 **Wastewater Management Authority** means the Wastewater Management Authority of the Republic of Mauritius, in its capacity as the sponsor the Project;

1.25 **Website** means a website administered by the DBSA under its name with web address [www.dbsa.org](http://www.dbsa.org).

2. **INTERPRETATIONS**

In this RFP, unless expressly provided otherwise a reference to:

2.1 “includes” or “including” means includes or including without limitation; and

2.2 “R” or “Rand” is a reference to the lawful currency of the Republic of South Africa.

3. **TENDER TECHNICAL AND GENERAL QUERIES**

Any queries pertaining to this tender be it technical or general must be directed to: -

DBSA Supply Chain Management Unit

Email: VusiK4@dbsa.org

No questions will be answered telephonically.

4. **BID TIMETABLE**

This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the DBSA. Bidders are to provide proposals that will allow achievement of the intended commencement date.
<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertisement of tender</td>
<td>16 February 2020</td>
</tr>
<tr>
<td>RFP document available</td>
<td>17 February 2020</td>
</tr>
<tr>
<td>Non-compulsory project site visit in Mauritius</td>
<td>24 February 2020</td>
</tr>
<tr>
<td>Compulsory Bidder briefing session</td>
<td>25 February 2020</td>
</tr>
<tr>
<td>Last Day to accept queries from bidders</td>
<td>02 March 2020</td>
</tr>
<tr>
<td><strong>Closing date and time</strong></td>
<td>09 March 2020, 12:00</td>
</tr>
<tr>
<td>Intended completion of evaluation of tenders</td>
<td>24 March 2020</td>
</tr>
<tr>
<td>Intended formal notification of successful Bidder(s)</td>
<td>31 March 2020</td>
</tr>
<tr>
<td>Signing of Service Level Agreement</td>
<td>24 April 2020</td>
</tr>
<tr>
<td>Effective date</td>
<td>01 May 2020</td>
</tr>
</tbody>
</table>

5. **SUBMISSION OF TENDERS**

5.1 Hardcopies of Tenders are to be submitted to:

<table>
<thead>
<tr>
<th>Physical Address of Tender Box</th>
<th>Development Bank of Southern Africa Welcome Centre 1258 Lever Road Midrand</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hours of access to Tender Box</td>
<td>Monday to Friday: 08h00 to 16h30</td>
</tr>
<tr>
<td>Information to be marked on package containing Tender</td>
<td>DBSA SCM Unit DBSA RFP 039/2020 Name of Bidder For Attention: Vusi Kunene Indicate whether envelope pertains to “Pre-Qualifying Criteria and Functional/Technical Assessment&quot;; or “Pricing Proposal”</td>
</tr>
</tbody>
</table>

5.2 Bidders are to provide one (1) original and three (3) hard copies and one (1) electronic (PDF) copy (on a USB stick) for the **Functional Proposal** part of the Bid. **The Pricing proposal** with copies must only be submitted in **hard copy** and in accordance with 5.3 below.

5.3 **Note: This Tendering Process will use a two-envelope system i.e. Bidders must submit the Pre-Qualifying Criteria and Functional Proposal, including SBD’s and supporting documents in one envelope (together with relevant copies). The Pricing proposal must be in a separate envelope (together with the relevant copies). BOTH ENVELOPES MUST BE CLEARLY MARKED.**

**Note: No price and/or rates must be included in the Functional/Technical Proposal as this may result in disqualification.**
6. **RULES GOVERNING THIS RFP AND THE TENDERING PROCESS**

6.1 Participation in the tender process is subject to compliance with the rules contained in this RFP Part D.

6.2 All persons (whether or not a participant in this tender process) having obtained or received this RFP may only use it, and the information contained herein, in compliance with the rules contained in this RFP.

6.3 All Bidders are deemed to accept the rules contained in this RFP Part D.

6.4 The rules contained in this RFP Part D apply to:

   6.4.1 The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
   6.4.2 the Tendering Process; and
   6.4.3 any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

7. **STATUS OF REQUEST FOR PROPOSAL**

7.1 This RFP is an invitation for person(s) to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between the DBSA/WMA and any Bidder unless and until the DBSA/WMA has executed a formal written contract with the successful Bidder.

8. **ACCURACY OF REQUEST FOR PROPOSAL**

8.1 Whilst all due care has been taken in connection with the preparation of this RFP, the DBSA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The DBSA and its employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

8.2 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA (other than minor clerical matters), the Bidder must promptly notify the DBSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the DBSA an opportunity to consider what corrective action is necessary (if any).
8.3 Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the DBSA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

9. ADDITIONS AND AMENDMENTS TO THE RFP
9.1 The DBSA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The DBSA, its employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
9.2 If the DBSA exercises its right to change information in terms of clause 9.1, it may seek amended Tenders from all Bidders.

10. REPRESENTATIONS
No representations made by or on behalf of the DBSA in relation to this RFP will be binding on the DBSA unless that representation is expressly incorporated into the contract ultimately entered between the WMA and the successful Bidder.

11. CONFIDENTIALITY
11.1 All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the Tendering Process must keep the contents of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

12. REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION
12.1 All communications relating to this RFP and the Tendering Process must be directed to the Procurement Specialist, Vusi Kunene.
12.2 All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Tendering Process must be submitted to the Procurement Specialist, Vusi Kunene in writing, and preferably by e-mail to VusiK4@dbsa.org
12.3 Any communication by a Bidder to the DBSA will be effective upon receipt by the Procurement Specialist (provided such communication is in the required format).
12.4 The DBSA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
12.5 Except where the DBSA is of the opinion that issues raised apply only to an individual Bidder, questions submitted, and answers provided will be made available to all Bidders by e-mail or other nominated website that will be circulated separately to all bidders without identifying the person or organisation which submitted the question.
12.6 In all other instances, the DBSA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Tender Manager).

12.7 A Bidder may, by notifying the Procurement Specialist in writing, withdraw a question submitted in accordance with clause 12, in circumstances where the Bidder does not wish the DBSA to publish its response to the question to all Bidders.

13. UNAUTHORISED COMMUNICATIONS
13.1 Communications (including promotional or advertising activities) with staff of the DBSA/WMA or its advisors assisting with the Tendering Process are not permitted during the Tendering Process, or otherwise with the prior consent of the Procurement Specialist. Nothing in this clause 13 is intended to prevent communications with staff of, or advisors to, the DBSA/WMA to the extent that such communications do not relate to this RFP or the Tendering Process.

13.2 Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

14. IMPROPER ASSISTANCE, FRAUD AND CORRUPTION
14.1 Bidders may not seek or obtain the assistance of employees of the DBSA or WMA in the preparation of their tender responses.

14.2 The DBSA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.

14.3 Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, 2004 and any other relevant legislation.

15. ANTI-COMPETITIVE CONDUCT
15.1 Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:

15.1.1 the preparation or lodgement of their Bid
15.1.2 the evaluation and clarification of their Bid; and
15.1.3 the conduct of negotiations with the DBSA/WMA.

15.2 For the purposes of this clause 15, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the DBSA/WMA or any other Bidder or any other person or organisation.

15.3 In addition to any other remedies available to it under law or contract, the DBSA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during or before the Tendering Process.
16. COMPLAINTS ABOUT THE TENDERING PROCESS

16.1 Any complaint about the RFP or the Tendering Process must be communicated to the Procurement Specialist via e-mail VusiK4@dbsa.org.

16.2 The written complaint must set out:

16.2.1 the basis for the complaint, specifying the issues involved;
16.2.2 how the subject of the complaint affects the organisation or person making the complaint;
16.2.3 any relevant background information; and
16.2.4 the outcome desired by the person or organisation making the complaint.

If the matter relates to the conduct of an employee of the DBSA, the complaint should be addressed in writing marked for the attention of the Procurement Specialist of the DBSA and delivered to the physical address of the DBSA, as notified.

17. CONFLICT OF INTEREST

17.1 A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the DBSA and the Bidder’s interests during the Tender Process.

17.2 The Bidder is required to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP. If the Bidder submits its Bid and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Bid, the Bidder must notify the DBSA immediately in writing of that conflict.

17.3 The DBSA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the DBSA of the conflict as required.

18. LATE BIDS

18.1 Bids must be delivered by the Closing Time. The Closing Time may be extended by the DBSA in its absolute discretion by providing written notice to Bidders.

18.2 Bids delivered after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Bid may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the DBSA, in its sole discretion) that late lodgement of the Bid was caused by the DBSA/WMA; that access was denied or hindered in relation to the physical tender box; or that a major/critical incident hindered the delivery of the Bid and, in all cases, that the integrity of the Tendering Process will not be compromised by accepting a Bid after the Closing Time.
18.3 The determination of the DBSA as to the actual time that a Bid is lodged is final. Subject to clause 18.2, all Bids lodged after the Closing Time will be recorded by the DBSA and will only be opened for the purposes of identifying a business name and address of the Bidder. The DBSA will inform a Bidder whose Bid was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late Bid to be returned within 5 (five) working days of receipt or within 5 (five) working days after determination not to accept a late Bid.

19. **BIDDER’S RESPONSIBILITIES**

19.1 Bidders are responsible for:

19.1.1 examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the DBSA to Bidders in connection with this RFP;

19.1.2 fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the DBSA’s requirements for the provision of the Services;

19.1.3 ensuring that their Bids are accurate and complete;

19.1.4 making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Bid;

19.1.5 ensuring that they comply with all applicable laws with regards to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette; and

19.1.6 submitting all Compulsory Documents.

19.2 The DBSA reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the DBSA.

19.3 Failure to provide the required information may result in disqualification of the Bidder.

20. **PREPARATION OF BIDS**

20.1 Bidders must ensure that:

20.1.1 their Bid is submitted in the required format as stipulated in this RFP; and

20.1.2 all the required information fields in the Bid are completed in full and contain the information requested by the DBSA.

20.2 The DBSA may in its absolute discretion reject a Bid that does not include the information requested or is not in the format required.
20.3 Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.

20.4 Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Bid or be included in a general statement of the Bidders usual operating conditions.

20.5 An incomplete Bid may be disqualified or assessed solely on the information completed or received with the Bid.

21. ILLEGIBLE CONTENT, ALTERATION AND ERASURES

21.1 Incomplete Bids may be disqualified or evaluated solely on information contained in the Bid.

21.2 The DBSA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.

21.3 The DBSA may permit a Bidder to correct an unintentional error in its Bid where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the DBSA reasonably considers that the correction would materially alter the substance of the Bid or effect the fairness of the Tendering Process.

22. OBLIGATION TO NOTIFY ERRORS

If, after a Bidder’s Response has been submitted, the Bidder becomes aware of an error in the Bidders Response (including an error in pricing but excluding clerical errors which would have no bearing on the evaluation of the Bid), the Bidder must promptly notify the DBSA of such error.

23. RESPONSIBILITY FOR BIDDING COSTS

23.1 The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The DBSA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Bid.

23.2 The DBSA is not liable to the Bidder for any costs on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:

  23.2.1 the Bidder is not engaged to perform under any contract; or

  23.2.2 The DBSA exercises any right under this RFP or at law.

24. DISCLOSURE OF BID CONTENTS AND BID INFORMATION

24.1 All Bids received by the DBSA will be treated as confidential. The DBSA will not disclose contents of any Bid and Bid information, except:
24.1.1 as required by law;
24.1.2 for the purpose of investigations by other government authorities having relevant jurisdiction;
24.1.3 to external consultants and advisors of the DBSA engaged to assist with the Tendering Process; or for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

25. USE OF BIDS
25.1 Upon submission in accordance with the requirements relating to the submission of Bids, all Bids submitted become the property of the DBSA. Bidders will retain all ownership rights in any intellectual property contained in the Bids.
25.2 Each Bidder, by submission of their Bid, is deemed to have licensed the DBSA to reproduce the whole, or any portion, of their Bid for the sole purposes of enabling the DBSA to evaluate the Bid.

26. BID ACCEPTANCE
All Bids received must remain open for acceptance for a minimum period of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the DBSA and the Bidder.

27. EVALUATION PROCESS
27.1 The Bids will be evaluated and adjudicated as follows:

27.1.1 Qualification – evaluation of compliance with Pre-Qualifying Criteria

27.2 The Bids will be evaluated and adjudicated as follows:

27.2.1 First Stage – Test for administrative Responsiveness

The test for administrative responsiveness will include the following:

**Stage 1: Responsiveness**

The Tenderer should be able to provide all the relevant information required in the Supplier Information Form (SIF) which will include but not limited to;

A. Tenderers who do not adhere to those criteria listed a PRE-QUALIFIER, will be disqualified immediately.
### Responsiveness Criteria

<table>
<thead>
<tr>
<th>Responsiveness Criteria</th>
<th>Prequalifying Criteria</th>
<th>Applicable to this Tender (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adherence in submitting Tender as two (2) stage envelope (Functionality &amp; Price in the case of Functionality requirement)</td>
<td>Pre-Qualifier</td>
<td>Y</td>
</tr>
<tr>
<td>Attendance of the Compulsory Briefing Session Meeting</td>
<td>Pre-Qualifier</td>
<td>Y</td>
</tr>
</tbody>
</table>

**B.** Tenderers who do not adhere to the indicated response time for clarifications requested by the Employer will be deemed to be non-responsive and their submissions will not be evaluated further.

<table>
<thead>
<tr>
<th>Responsiveness Criteria</th>
<th>Clarification Time</th>
<th>Applicable to this Tender (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard conditions of tender as required.</td>
<td>48 hours</td>
<td>Y</td>
</tr>
<tr>
<td>Returnable documents completed and signed.</td>
<td>48 hours</td>
<td>Y</td>
</tr>
<tr>
<td>Submission of Registration with National Treasury Central Supplier Database (CSD) Summary Report: N.B - Bidder must be fully registered &amp; tax compliant in order to do business with the DBSA.</td>
<td>48 Hours</td>
<td>Y</td>
</tr>
<tr>
<td>A valid and active Tax Compliance Status Pin issued by SARS.</td>
<td>48 hours</td>
<td>Y</td>
</tr>
</tbody>
</table>

Only those Bidders which satisfy all of the Pre-Qualifying Criteria will be eligible to participate in the Tendering Process further. Bids which do not satisfy all of the Pre-Qualifying Criteria will not be evaluated further.

27.2.2 **First stage – functional evaluation**

Bidders are evaluated based on the functional criteria set out in this RFP. Only those Bidders which score 70 points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid.

27.2.3 **Second stage – price**

27.2.3.1 Those Bidders which have passed the initial and first stages of the tender process will be scored on the basis of price and preference point allocation in accordance with the applicable legislation.

27.2.3.2 The successful Bidder will be the Bidder that scores the highest number of points in the second stage of the Bid evaluation, unless the DBSA exercises its right to cancel the RFP, in line with the PPPFA Regulations.
27.3 **NB:** Bidders are required to submit, as Annexure E to their Bids, any documentation which supports the responses provided in respect of the Pre-Qualifying Criteria and Functional Criteria below.

27.4 **Qualification: Pre-Qualifying Criteria**

27.4.1 The following Pre-Qualifying Criteria will be applied in the initial stage of the evaluation. Bidders who do not meet all of the Pre-Qualifying Criteria will not be considered for award of the tender.

27.4.2 Bidders are required to complete the table below by indicating whether they comply with the requirement by marking the appropriate column with an ‘X’ below. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

**Note:** A tender that fails to meet any Pre-Qualifying Criteria stipulated herein in the tender documents is an unacceptable tender.

<table>
<thead>
<tr>
<th>Tender Requirement</th>
<th>Compliant</th>
<th>Not compliant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Responsiveness</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whether all Returnable Documents were completed and returned with the Tender Submission by the Closing Time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attendance of the Compulsory Briefing Session Meeting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whether the Tender Proposal contains a price offer (and separated)- if applicable</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

27.5 **First Stage: Functional Criteria**

27.5.1 Only those Bidders which score 70 points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid. Bidders are required to submit supporting documentation evidencing their compliance with each requirement, where applicable.

27.5.2 The Functional Criteria that will be used to test the capability of Bidders are as follows:

**Experience of the Transaction Advisor (or members of the TA as a Consortia)**
<table>
<thead>
<tr>
<th>ASSESSMENT CRITERIA</th>
<th>DESCRIPTION</th>
<th>WEIGHTING</th>
</tr>
</thead>
</table>
| Project Finance – The financing of BOT or similar Project Finance structures in the Wastewater Sector. Innovative structuring of similar transactions with limited income streams. | 10 – At least two limited recourse project-financed, BOT, PPP or similarly-structured tertiary wastewater treatment plant projects (>30 ML/D) in Africa, in the past 10 years that reached Financial Close.  
7 – At least two limited recourse, BOT, PPP or similar project finance tertiary wastewater treatment plant projects (>30 ML/D) in Africa, in the past 10 years that completed the Feasibility Study.  
4 – A least one tertiary wastewater infrastructure projects (>30 ML/D) in Africa, in the past 10 years, where the bidder was involved that completed the Feasibility Study.  
0 - no tertiary wastewater infrastructure projects (>30 ML/D) in Africa in the past 10 years | 10        |
| Technical – Experience with the development of wastewater treatment plants, pump stations and the commercialisation of by-products and wastewater reuse | 10 – At least two BOT/PPP tertiary wastewater treatment plant projects (>30 ML/D) in Africa (with commercialisation of by-products and wastewater reuse), in the past 10 years that reached Financial Close.  
8 – At least two BOT/PPP tertiary wastewater treatment plant projects (>30 ML/D) in Africa, in the past 10 years that reached Financial Close  
7 – At least two BOT/PPP tertiary wastewater treatment plant projects (>30 ML/D) in Africa (with commercialisation of by-products and wastewater reuse), in the past 10 years in which the Feasibility Study was completed.  
5 – At least two PPP/BOT tertiary wastewater treatment plant projects (>30 ML/D) in Africa, in the past 10 years in which the Feasibility Study was completed. | 10        |
| **Legal – Experience in undertaking due diligence, contracting and negotiations of infrastructure projects in the wastewater sector.** | **10** – At least two BOT/PPP tertiary wastewater treatment plant projects (>30 ML/D) in Africa, in the past 10 years that reached Financial Close.  
**7** - At least two BOT/PPP tertiary wastewater treatment plant projects (>30 ML/D) in Africa, in the past 10 years, in which the Feasibility Study was completed.  
**4** – A least one BOT/PPP tertiary wastewater project (>30 ML/D), in the past 10 years, where the bidder was involved.  
**0** – no BOT/PPP tertiary wastewater projects (>30 ML/D) in the past 10 years |
<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Environmental – Development of the Environmental and Social Impact Assessment Reports for projects in the Water Sector.</strong></td>
<td></td>
</tr>
</tbody>
</table>
- Environmental Engineers/scientist experienced in wastewater treatment techniques, design and environmental impact assessment.  
- Hydrogeologist experienced in hydrogeological field survey and modelling of contaminant release from wastewater facilities.  
- Chemical/environmental engineers experienced in degradation processes in sludge or landfill and outcome in terms of leachate and gas.  
- Civil engineers experienced in soil mechanics and design of wastewater treatment facilities and |
|  | **10** |
Environmental protection measures.
- An ecologist experienced in environmental impact assessment of wastewater treatment facilities.
- Environmental Impact Assessment Practitioner (EPA) experienced in environmental impact assessments.
- Sociologist experienced in community participation, Settlement Action Plans and stakeholder engagements.

| Quality of Project Comprehension and strategy to enable the project to reach Financial Close. | 10 - Clear understanding of the project needs, comprehension and appropriate/robust strategy to reach Financial Close. | 10 |
| Quality of the proposed work plan and time-table for the Project. | 5 – Robust work plan showing understanding of deliverables and plan to complete the same in parallel, not necessarily in sequence. | 5 |

**Experience of the Lead Advisors (people) and team**

<table>
<thead>
<tr>
<th>ASSESSMENT CRITERIA</th>
<th>DESCRIPTION</th>
<th>WEIGHTING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Finance – The financing of BOT or similar Project Finance structures in the Wastewater Sector. Innovative structuring of similar transactions with limited income streams.</td>
<td>7 – At least two limited recourse project-financed, BOT, PPP or similarly-structured tertiary wastewater treatment plant projects (&gt;30 ML/D) in Africa, in the past 10 years that reached Financial Close.</td>
<td>7</td>
</tr>
<tr>
<td>Technical – Experience with the development of wastewater treatment plants, pump stations and the commercialisation of by-products and wastewater reuse</td>
<td>7 – At least two BOT/PPP tertiary wastewater treatment plant projects (&gt;30 ML/D) in Africa (with commercialisation of by-products and wastewater reuse), in the past 10 years that reached Financial Close.</td>
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<tr>
<td></td>
<td>4 – At least two BOT/PPP tertiary wastewater treatment plant projects (&gt;30 ML/D) in Africa (with commercialisation of by-products and wastewater reuse), in the past 10 years in which the Feasibility Study was completed.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 – A least one BOT/PPP tertiary wastewater treatment plan project (with commercialisation of by-products and wastewater reuse), in the past 10 years, where the bidder was involved.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0 – No BOT/PPP tertiary wastewater treatment plant project (&gt;30 ML/D), in the past 10 years, where the bidder was involved.</td>
<td></td>
</tr>
<tr>
<td>Legal – Experience in undertaking due diligence, contracting and negotiations of infrastructure projects in the wastewater sector.</td>
<td>7 – At least two BOT/PPP tertiary wastewater treatment plant projects (&gt;30 ML/D) in Africa, in the past 10 years that reached Financial Close.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4 - At least two BOT/PPP tertiary wastewater treatment plant projects (&gt;30 ML/D) in Africa, in the past 10 years that completed the Feasibility Study.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 – A least one tertiary wastewater infrastructure projects (&gt;30 ML/D) in Africa, in the past 10 years, where the bidder was involved that completed the Feasibility Study.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0 - no tertiary wastewater infrastructure projects (&gt;30 ML/D) in Africa in the past 10 years</td>
<td></td>
</tr>
</tbody>
</table>
ML/D) in Africa, in the past 10 years, in which the Feasibility Study was completed.
1 – A least one BOT/PPP tertiary wastewater project (>30 ML/D), in the past 10 years, where the bidder was involved.
0 – no BOT/PPP tertiary wastewater projects (>30 ML/D) in the past 10 years.

Environmental – Development of the Environmental and Social Impact Assessment Reports for projects in the Water Sector;
7 – At least two BOT/PPP tertiary wastewater treatment plant projects (>30 ML/D) in Africa, in the past 10 years that reached Financial Close.
4 - At least two BOT/PPP tertiary wastewater treatment plant projects (>30 ML/D) in Africa, in the past 10 years, in which the Feasibility Study was completed.
1 – A least one BOT/PPP tertiary wastewater project (>30 ML/D), in the past 10 years, where the bidder was involved.
0 – no BOT/PPP tertiary wastewater projects (>30 ML/D) in the past 10 years

Qualifications of the Lead Advisors

<table>
<thead>
<tr>
<th>QUALIFICATION</th>
<th>DETAILS</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Finance</td>
<td>Relevant degree or equivalent in finance or Accounting or Economics;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4 – Masters' degree or Equivalent professional qualification</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 – Honors degree or equivalent;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 – Relevant degree or equivalent</td>
<td>4</td>
</tr>
<tr>
<td>Lead Technical Advisor</td>
<td>Relevant degree or equivalent in Engineering including 10 years of</td>
<td></td>
</tr>
<tr>
<td></td>
<td>working experience and a minimum of 5 years as a Lead Technical Advisor;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4 – Registered Professional Engineer with relevant Council;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 – Masters’ degree in Engineering or equivalent</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 – Relevant degree or equivalent</td>
<td>4</td>
</tr>
</tbody>
</table>
27.5.3 A minimum of 70 points out of a 100 for the functional evaluation will qualify the Bid to move on to the second stage of evaluation, which is price evaluation. Bidders that do not score 70 points or higher at this stage of the evaluation will not be evaluated during the second stage of the evaluation.

27.6 Second Stage: Pricing Evaluation

27.5.1 The successful Bidder will be selected from the Bidder(s) that have qualified under Stage One and which has the highest total points (out of 100) for price.

28. STATUS OF BID

28.1 Each Bid constitutes an irrevocable offer by the Bidder to the DBSA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP.

28.2 A Bid must not be conditional on:

28.2.1 the Board approval of the Bidder or any related governing body of the Bidder being obtained;

28.2.2 the Bidder conducting due diligence or any other form of enquiry or investigation;

28.2.3 the Bidder (or any other party) obtaining any regulatory approval or consent;

28.2.4 the Bidder obtaining the consent or approval of any third party; or
28.2.5 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

28.3 The DBSA may, in its absolute discretion, disregard any Bid that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

28.4 The DBSA reserves the right to accept a Bid in part or in whole or to negotiate with a Bidder in accordance with the provisions of this RFP and the applicable laws and regulations.

29. CLARIFICATION OF BIDS

29.1 The DBSA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Bid. The DBSA may use the information obtained when clarification is sought or discussions are had in interpreting the Bid and evaluating the cost and risk of accepting the Bid. Failure to supply clarification to the satisfaction of the DBSA may render the Bid liable to disqualification.

29.2 The DBSA is under no obligation to seek clarification of anything in a Bid and reserves the right to disregard any clarification that it considers to be unsolicited or otherwise impermissible or irrelevant in accordance with the rules set out in this RFP.

30. DISCUSSION WITH BIDDERS

30.1 The DBSA may elect to engage in detailed discussions with any one or more Bidder(s), with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidder’s offer.

30.2 As part of the evaluation of this Bid, DBSA may invite Bidders to give a presentation in relation to their submissions.

30.3 The DBSA is under no obligation to undertake discussions with any Bidders.

31. SUCCESSFUL BIDS

31.1 Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the DBSA/WMA for the supply of the Services. No legal relationship will exist between the DBSA/WMA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.

31.2 The DBSA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
31.3 A Bidder is bound by its Bid and all other documents forming part of the Bidder’s Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Bid with or without further negotiation.

32. NO OBLIGATION TO ENTER INTO CONTRACT

32.1 The DBSA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant aspects, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the DBSA will be free to proceed via any alternative process.

32.2 The DBSA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

33. BIDDER WARRANTIES

33.1 By submitting a Bid, a Bidder warrants that:

33.1.1 it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the DBSA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;

33.1.2 it did not use the improper assistance of DBSA’s employees or information unlawfully obtained from them in compiling its Bid;

33.1.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;

33.1.4 it accepts and will comply with the terms set out in this RFP; and

33.1.5 it will provide additional information in a timely manner as requested by the DBSA to clarify any matters contained in the Bid.

34. THE DBSA’S RIGHTS

34.1 Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the DBSA reserves the right, in its absolute discretion at any time, to:

34.1.1 cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;

34.1.2 alter the structure and/or the timing of this RFP or the Tendering Process;

34.1.3 vary or extend any time or date specified in this RFP;
34.1.4 terminate the participation of any Bidder or any other person in the Tendering Process;
34.1.5 require additional information or clarification from any Bidder or any other person;
34.1.6 provide additional information or clarification;
34.1.7 negotiate with any one or more Bidder;
34.1.8 call for new Bid;
34.1.9 reject any Bid received after the Closing Time; or
34.1.10 reject any Bid that does not comply with the requirements of this RFP.

35. GOVERNING LAWS
35.1 This RFP and the Tendering Process are governed by the laws of the Republic of South Africa.
35.2 Each Bidder must comply with all relevant laws in preparing and lodging its Bid and in taking part in the Tendering Process.
35.3 All Bids must be completed using the English language and all costing must be in United States Dollars.

36. MANDATORY QUESTIONS
36.1 Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly state "Comply/Accept" or "Do not comply/Do not accept" (with a √ or an X) regarding compliance with the requirements. Where necessary, the Bidders shall substantiate their response to a specific question.

NOTE: It is mandatory for Bidders to complete or answer this part fully; failure to do so result the Bid being treated as incomplete and the Bid may be disqualified.

36.1.1

<table>
<thead>
<tr>
<th>This Bid is subject to the General Conditions of Contract stipulated in this RFP document.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

36.1.2

<table>
<thead>
<tr>
<th>The laws of the Republic of South Africa shall govern this RFP and the Bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.</th>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

36.1.3
36.1.4

The DBSA may request written clarification or further information regarding any aspect of this proposal. The Bidders must supply the requested information in writing within two working days after the request has been made, otherwise the proposal may be disqualified.

<table>
<thead>
<tr>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

36.1.5

In the case of Consortium, Joint Venture or subcontractors, Bidders are required to provide copies of signed consortium agreements stipulating the work split and Dollar value.

<table>
<thead>
<tr>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

36.1.6

In the case of Consortium, Joint Venture or subcontractors, all Bidders are required to provide mandatory documents as stipulated in Part C: Checklist of Compulsory Returnable Schedules and Documents of the Tender Document.

<table>
<thead>
<tr>
<th>Comply/Accept</th>
<th>Do not comply/Do not accept</th>
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<tbody>
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36.1.7

The DBSA reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest Bidder or award parts of the proposal to different Bidders, or not to award the proposal at all.

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36.1.8
Where applicable, Bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals.

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36.1.9
By submitting a proposal in response to this RFP, the Bidders accept the evaluation criteria as it stands.

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36.1.10
Where applicable, the DBSA reserves the right to run benchmarks on the requirements during the evaluation and after the evaluation.

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36.1.11
The DBSA reserves the right to conduct a pre-award survey during the source selection process to evaluate bidder's capabilities to meet the requirements specified in the RFP and supporting documents.

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36.1.12
Only the solution commercially available at the proposal closing date shall be considered. No Bids for future solutions shall be accepted.

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36.1.13
The Bidder should not qualify the proposal with own conditions.

**Caution:** If the Bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.

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### 36.1.14

Delivery of and acceptance of correspondence between the DBSA and the Bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.

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### 36.1.15

Should the parties at any time before and/or after the award of the proposal and prior to, and/or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. the DBSA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the Bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.

Such cancellation shall mean that the DBSA reserves the right to award the same proposal to next best Bidders as it deems fit.

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### 36.1.16
In the case of a consortium or JV, each of the authorised enterprise’s members and/or partners of the different enterprises must co-sign this document.  

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36.1.17

Any amendment or change of any nature made to this RFP shall only be of force and effect if it is in writing, signed by the DBSA signatory and added to this RFP as an addendum.  

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36.1.18

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party’s right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.  

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36.1.19

Bidders who make use of subcontractors:  

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1. It is the responsibility of the Bidder to select competent subcontractors that meet all the tender requirements stipulated in this tender document.

2. The Bidder shall be responsible for all due diligence of the selected subcontractors and will be held liable for any non-performance of the subcontractor.
3. Not applicable

4. Subcontracting must not contradict any Regulation or Legislation.

5. No separate contract shall be entered into between the DBSA/WMA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.

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<th>36.1.20</th>
<th>All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.</th>
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<th>36.1.21</th>
<th>No interest shall be payable on accounts due to the successful Bidder in an event of a dispute arising on any stipulation in the contract.</th>
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<th>36.1.22</th>
<th>Evaluation of Bids shall be performed by an evaluation panel established by the DBSA. Bids shall be evaluated on the basis of conformance to the required specifications (functionality) as outlined in the RFP.</th>
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| 36.1.23 |                                                                                                               |                |                             |
If the successful Bidder disregards contractual specifications, this action may result in the termination of the contract. | Comply/Accept | Do not comply/Do not accept |

36.1.24
The Bidders’ response to this Bid, or parts of the response, shall be included as a whole or by reference in the final contract. | Comply/Accept | Do not comply/Do not accept |

36.1.25
Should the evaluation of this Bid not be completed within the validity period of the Bid, the DBSA has discretion to extend the validity period. | Comply/Accept | Do not comply/Do not accept |

36.1.26
Upon receipt of the request to extend the validity period of the Bid, the Bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original Bid response valid under the same terms and conditions for a further period. | Comply/Accept | Do not comply/Do not accept |

36.1.27
Should the Bidder change any wording or phrase in this document, the Bid shall be evaluated as though no change has been affected and the original wording or phrasing shall be used. | Comply/Accept | Do not comply/Do not accept |

36.1.28
Tax Compliance Status either on CSD National Treasury Database or SARS eFiling System as a Condition for Appointment/Award of the Bid if the bidder is a South African registered entity.

This requirement is mandatory and has to be satisfied by the successful bidder. The successful bidder must be tax compliant prior to appointment/award of the bid as no bid will be awarded to persons who are not tax compliant.

Comply/Accept or Not Applicable  Do not comply/Do not accept

36.1.29

Company registration with CSD National Treasury Database as a Condition for Appointment/Award of the Bid.

This requirement is mandatory only by South African registered bidders and has to be satisfied by the successful bidder (if South African).

Comply/Accept or Not Applicable  Do not comply/Do not accept

36.1.30

The following will be grounds for disqualification:

- Unsatisfactory performance under a previous public contract in the past 5 years, provided that notice of such unsatisfactory performance has been given to the bidder; and/or
- The bidder or any of its directors have committed a corrupt or fraudulent act in competing for the appointment; and/or
- The bidder or any of its directors have been convicted of fraud or corruption in the last 5 years; and/or
- The bidder or any of its directors have been listed in the Register for Tender Defaulters under section 9 of the Prevention and Combating of Corrupt Activities Act; and/or
- Bids received after the stipulated closure time will be immediately disqualified;

Comply/Accept  Do not comply/Do not accept

Signature(s) of Bidder or assignee(s)  Date
Name of signing person (in block letters)  

Capacity  

Are you duly authorized to sign this Bid?  

Name of Bidder (in block letters)  

Postal address (in block letters)  

Domicilium citandi et executandi (full street address) (in block letters)  

Telephone Number: ........................................ FAX number................................................

Cell Number: ........................................

Email Address.................................................................................................
PART E

TRANSACTION ADVISORY SERVICES FOR BOT PROJECT FOR NEW ROCHE BOIS WASTEWATER PUMPING STATION AND BAIE DU TOMBEAU WASTEWATER TREATMENT PLANT, COMMERCIALISATION OF THE ASSOCIATED BY-PRODUCTS AND FEASIBILITY OF THE RE-USE OF THE WASTEWATER AND PROCUREMENT OF THE BOT AGREEMENT, IF APPLICABLE.

Introduction

The Government of Mauritius (GOM) has identified the need to construct a new wastewater treatment plant at Baie du Tombeau and a new wastewater pumping station at Roche Bois (hereinafter referred to as the “Project”). GOM through the Wastewater Management Authority (WMA) wishes to test the feasibility of implementing this Project as a Build, Operate and Transfer (BOT) in accordance with the Build Operate Transfer Projects Act 2016. The Feasibility Study will follow the BOT Guidance Manual of September 2016 issued by the BOT Projects Unit of the Procurement Policy Office (PPO). This Unit will be responsible for assessing the Project on the basis of the Feasibility Study. The BOT Projects Unit registered the above Project as a BOT Project bearing reference number BOT/2017/1004.

A “BOT Project” means a project based on the granting of rights, under a BOT agreement, to a private party, to build, set up, own, operate, rent, lease, finance, modernise, manage, maintain or develop, and to transfer the undertaking in accordance with the BOT agreement and includes any agreement which may provide for a project based on BOO (Build, Own and Operate), BOOT (Build, Own, Operate and Transfer), DBFOT (Design, Build, Finance, Operate and Transfer) or MOT (Modernise, Own/Operate and Transfer) models.

All information with respect to the BOT Projects Act 2016, the BOT Projects Guidance Manual and Circulars related thereto, are all available on the BOT Projects Unit website: http://bot.govmu.org or from the BOT Projects Unit.

The WMA thus intends to procure the services of a Transaction Advisor with proven experience to assist it through the regulated phases of the BOT project cycle for the above Project. Potential Transaction Advisors are required to be familiar with the Build Operate Transfer Projects Act 2016, the subsequent amendments thereto and the BOT Guidance Manual of the BOT Projects Unit.

These Terms of Reference invite proposals from a Transaction Advisor representing a team of suitably qualified and experienced financial, technical and legal advisors to assist the WMA with the following scope of work:

Stage 1: Undertake a comprehensive Feasibility Study to establish and quantify the feasibility of the Project; and

Stage 2: Subject to Government decision to proceed, provide advisory services in the procurement of an appropriate bidder to deliver the Project, including its marketing.
To undertake the aforementioned scope of work, the Transaction Advisor is required to submit a single bid, in the format prescribed in these Terms of Reference.

NB: ‘Transaction advisor’ refers to the entire advisory team, or relevant members (including but not limited to financial, legal, technical, project management and environmental advisors), under the management of a single lead advisor who shall contract with the WMA.

**Background**

**Mandate**

The WMA, a corporate body which was established under the Wastewater Management Authority Act 2000, is responsible for the collection, treatment and disposal of wastewater to an environmentally acceptable quality.

The WMA is entrusted, under the "Convention de Maîtrise d'Ouvrage Déleguée", to implement all public sewerage projects and by way of a "Contrat de Délegation", to manage, operate and maintain all public sewers and wastewater infrastructures in Mauritius.

**Needs**

The catchment area, as more fully described at Annexure A, comprises mainly of residential developments and some industrial developments comprising of dye houses, textile industries, laundries, stone crushing plant, etc. Some parts of this area is already provided with sewerage facilities whereas the remaining parts are generally unsewered whereby sewage is disposed of by means of on-site wastewater disposal systems such as cesspits, septic tanks and absorption pits.

As a result of its geology, i.e. bounded by the Moka Mountain Range, the soil strata at some locations is of basaltic nature which is of poor permeability. At some place, more specifically at the foot of the mountain the presence of alluvial soil naturally has swelling capacity and is also poor in permeability. In addition to that, the topography of the terrain within the project area consists of trough and crest which contribute to the accumulation of water during periods of heavy rainfall. In a nut shell, it can be said that the region suffers from poor drainage and accumulation of surface run-off which in turn impact negatively on the on-site wastewater disposal systems.

Regular complaints have been received by the WMA in the past from the inhabitants residing within this area in particular from Morcellement Tara, Bois Marchand and the existing CHA housing units. Wastewater nuisances may result in pollution of surface water courses and of the underlying groundwater, and via Rivulet Terre Rouge and River Lataniers, pollution may reach Terre Rouge Estuary which has been declared a Ramsar Site. Fish poisoning were also witnessed in the past and it was suspected that this could be the result of poor sanitation system of inhabitants on the banks of Rivulet Terre-Rouge.

Population growth coupled with further residential and industrial developments will accentuate the above pollution problems. Hence, it is considered imperative that the area be sewered. However, wastewater from the existing sewered portion discharges to the Baie du Tombeau Wastewater Treatment Plant which currently has only pre-treatment facilities prior to discharge to the sea via a long outfall. The treatment plant also receives leachate from Mare Chicose Landfill (MCLF). Given that the effluent from the treatment plant does not fully comply with the standards for ocean
discharge further treatment is required to meet the environmental standards as well as the vision of the WMA. Hence, the need for a new wastewater treatment plant for this area.

Furthermore, the Roche Bois Pumping Station, which receives wastewater from the surrounding areas via gravity flow and pumping, including leachate from Mare Chicose Landfill, is in a complete state of disrepair and is resulting in blocking, premature wear (through erosion by sand particles) of the pumps and excess grit settling out in the rising main at low velocities.

Recently the site was flooded during heavy rainfall and undesirable effluent had reached the sea resulting in lots of hassle to the public and other stakeholders and to the environment. Thus, the implementation of a new pumping station at Roche Bois and a new wastewater treatment plant at Baie du Tombeau is a requirement and would meet the expectations of all stakeholders. However, given that the implementation will require massive investment, the consideration of maintaining the status quo by not executing the project has the following drawbacks:

- The Government of Mauritius would miss the development goals for the wastewater sector that were set by the Sewerage Master Plan and the National Sewerage Programme;
- Discharge of wastewater that are non-compliant with the national standards for the discharge of effluent into the ocean will continue;
- Increasing volumes of domestic and industrial wastewater including leachate from Mare Chicose Landfill would continue to be discharged after only preliminary treatment into the ocean;
- The existing outfall would continue to be a source of sea water pollution on the north west coast of Mauritius;
- In the Baie du Tombeau area, risks of groundwater and surface water pollution by wastewater would continue with an increasing trend;
- Development of industry in the area would have to be limited;
- In the vicinity of the existing WWTP nuisance for neighbourhood communities through offensive odours would continue.
- The problem of operation and maintenance of the station, which was constructed quite long time back will still be a hassle to the WMA.
- The existing Roche-Bois Pumping Station will continue to be an environmental threat to the environment and the inhabitants in the region particularly during heavy rainfall periods.
- The present situation will amplify with time.

Given the above situation faced at the Roche-Bois Pumping Station, the Parent Ministry, i.e. Ministry of Energy and Public Utilities requested the WMA to look into the problem and proceed with urgent actions to implement the Project as a long-term solution for the benefit of all stakeholders.

The WMA appointed the Consultant Luxconsult (Mtius) Ltd in association with PD Naidoo & Associates Consulting Engineers (PTY) Ltd. in the year 2011 to prepare the Environmental Impact Assessment Report (EIA), the Feasibility Study (FS) and the Detailed Design (DD) for the Baie du Tombeau – Phase III Project, which included the new Roche Bois Pumping Station and the new Baie du Tombeau Wastewater Treatment Plant on the basis of design and funding by the Contracting Authority/Government of Mauritius. The EIA, FS and DD prepared by this Consultant
are available for consultation at the WMA and will be granted to the preferred bidder upon appointment.

However, due to lack of funds and in order to benefit from the possible private sector efficiency in operation and maintenance (O&M), the WMA and the Government of Mauritius later decided to explore the feasibility of undertaking the construction and operation & maintenance of the Project on a BOT basis.

Objectives

The Project consists of the construction of a new Wastewater Pumping Station at Roche Bois and a new Wastewater Treatment Plant at Baie Du Tombeau. The WMA expects to meet, among others, the following objectives by implementation of this Project:

(i) help achieve the strategic objectives of the organisation, which are:

- To equip Mauritius with state-of-art sewerage system so as to preserve public health and to ensure a sustainable and clean environment for maintaining the island’s reputation as a dream destination;
- To protect the water bodies of Mauritius and the environment for future generations.

(ii) abate pollution caused by frequent wastewater overflows of the existing Roche Bois Pumping station, which is in a state of disrepair and is receiving wastewater inflows, higher than its design capacity, from the regions of northern Port-Louis, Plaine Verte, Vallée Pitot, Roche Bois, Mer Rouge, Ste Croix, Vallée des Prêtres and Baie du Tombeau.

(iii) abate pollution caused to the ocean by the wastewater sea outfall from the Baie du Tombeau pre-treatment works, which do not presently provide sufficient treatment that satisfies environmental norms.

Background Documentation and Preparatory Work

The Transaction Advisor will have to become familiar with all background documentation and preparatory work conducted to date by GOM and other Agencies in connection with or relating to this Project. GOM, through its implementation agency, the WMA, has identified the following challenges that it faces in pursuing the Project:

- This is the first Sanitation project which is proposed to be implemented on a BOT roadmap in order to address the problem of pollution which the region has been facing for many years.

- The project includes a new wastewater treatment plant that will be designed to treat wastewater of both domestic and industrial nature up to tertiary level, and possibly to meet the irrigation norms as prescribed under the Environment Protection Act and its regulations as amended. In particular, and in due consideration of potential financing agents requirements, the consideration of World Bank/IFC standards and norms, or similar, for the discharging of sewage effluent to the ocean shall be duly considered together with the standards for Effluent Discharge in the ocean, local river discharge and irrigation standards,
as laid down under the Mauritian Environmental Protection Act as alternatives. The phasing of the various treatment levels (secondary and tertiary) needs to be also evaluated.

- The Project includes a requirement for new wastewater pumping station at the Roche-Bois Pumping Station to address the problem of recurrent overflows due to regular breakdown of pumps. The Roche-Bois Pumping Station is also the only tipping site in Mauritius for all the carted away sludge, septic wastes and other domestic/industrial wastewaters are dumped.

- The Roche-Bois Pumping Station and eventually the Baie du Tombeau WWTP currently receive leachate from the Mare Chicose landfill site. The limited quality data on the leachate indicates that it is detrimental to the achieving of certain treatment objectives. There is therefore a need to evaluate how the leachate effluent can be best handled and treated to achieve the objectives of the project. It is envisaged that this will include an understanding of the leachate generation process at Mare Chicose.

- There is currently limited wastewater quality data (influent and effluent) to adequately characterise the quality of the influent to the existing plant, and such data is limited to parameters of interest to the current permitting regime. A prudent solution (for up to tertiary treatment) likely requires the establishment of a monitoring programme that is designed and implemented fully as part of the feasibility study.

- A full geotechnical survey was completed for the project sites in August 2013.

- Current indications are that industry contributes a significant load to the WWTP and the compliance with current industrial effluent provisions is important. The TA is required, as part of a broader risk assessment of the project, assist WMA in setting up processes and/or policies to minimise this risk prior to the BOT Procurement stage.

- The evaluation and/or confirmation for the potential for effluent reuse and by-products treatment and beneficiation from the proposed WWTP, including biogas to energy potential, among other initiatives that can enhance the bankability of the project.

The TA should therefore clearly demonstrate in their proposal how they intend to address these challenges and how they intend to program the various interfaces for the timely delivery of the project outputs. The legal and policy framework for the project includes but not limited to the Wastewater Management Authority Act 2000 and its Regulations in respect of industrial discharges into public sewer and wastewater carrier, the Environment Protection Act, the Public Procurement Act, the BOT Projects Act and all regulations in relation therewith.

Scope of Work

STAGE 1: FEASIBILITY STUDY

STAGE 1A – PROJECT INCEPTION REPORT
The Transaction Advisor will be required to undertake a comprehensive Feasibility Study for the Project as prescribed under Section 8 of the BOT Projects Act 2016. The Feasibility Study is to be conducted in compliance with the BOT Projects Guidance Manual of September 2016 available on
http://bot.govmu.org or from the BOT Projects Unit. Prior to the commencement of the Feasibility Study, the TA will be required to deliver a Project Inception Report which shall include but is not limited to the following:

- Summary review (including lessons learnt) of the following reports undertaken by the WMA in 2011 on this Project;
  - Feasibility Study and Detailed Design for the Baie du Tombeau Phase III Project, which included a new Roche Bois Pumping Station completed in 2012;
  - Final Environmental Impact Assessment Report completed in 2012;
  - Final Design Report for Roche Bois Pumping Station completed in 2015;
  - Final Geotechnical Report for the Baie du Tombeau Project
  - Sewerage Master Plan;
  - National Sewerage Programme;
- Updated Programme Management schedule depicting a robust strategy to implement the Project, timelines, contingencies and scheduling of staff;
- Team site visits of Roche Bois Wastewater Pumping Station and the Baie du Tombeau Treatment Plant;
- DELIVERABLE: PROJECT INCEPTION REPORT
- FORMAT: MS Word and MS Powerpoint Presentation.

STAGE 1B – SECTOR NEEDS ASSESSMENT REPORT AND OUTPUT SPECIFICATIONS

The Sector Needs Assessment Report should include but is not limited to the following:

- The Contracting Authority’s vision, mission and strategic objectives;
- Description of the functions the Contracting Authority performs in the public interest or on behalf of public service;
- Provide details on the following aspects of the BOT project;
  - contribution of the Project to the implementation of government and institutional policies;
  - capability of the contracting authority to provide the overall services;
  - the size of the project, in terms of its anticipated budget or capital expenditure;
  - description of the potential cost savings for the contracting authority;
  - the potential for the private sector to provide the services;
  - expectations in relation to the performance level of the services, and
  - given the proposed duration of the Project, whether the project will continue to address the broad needs of the contracting authority over the BOT Project timeframe
- The Output Specifications are the services that the Contracting Authority requires over the BOT project period. The outputs should be specific, measurable, achievable, realistic and time-bounded for them to be adequately communicated to BOT project promoters. They should be defined in ways that allow their subsequent achievement to be evaluated. For example, if a public body procures a wastewater treatment plant on a BOT basis, it no longer simply procures an asset or treatment plant, but it procures on-going operation and maintenance facility from the private promoter for the duration of the BOT contract.

DELIVERABLE: SECTOR NEEDS ASSESSMENT REPORT AND OUTPUT SPECIFICATIONS
STAGE 1C – TECHNICAL SOLUTIONS OPTIONS ANALYSIS

The option analysis section of the Feasibility Report examines the feasibility of the different options to satisfy the identified need. The Report will have to appraise the BOT options’ comparative strategic advantage and operational benefits, as required under section 8(1)(e) of the BOT Projects Act.

For guidance, the scope of the options analysis has to include (but not limited to) the following:

- A list and/or matrix of all the options being considered as a proposed solution;
- Evaluation of each option to cover the following components:
  - Brief description of the option, outlining its alignment to the institution’s strategic plan, the service it needs to deliver, and the service level output specifications;
  - Preliminary analysis on its financial impacts;
  - How the option can be funded and its affordability;
  - Description of major risks under each option;
  - Socio-economic aspects of each option;
  - Service delivery arrangements;
  - Transitional management issues, for example, on retention, redeployment and/or redundancy of existing staff in the new working environment;
  - Comprehensive technical analysis and physical site conditions analysis, if required;
  - Any major legal issues such as site, human resources, etc.
  - Applicable environmental assessment of the options, including location, infrastructure, possible design, etc.;
  - Market capability to respond to the options, and
  - Qualitative benefits
- Selection of the best option with adequate reasons for the preference.
- An assessment of the alternative use of the wastewater and associated by-products, including an assessment of the market for such products, potential annual revenue to be generated, ease of collection, etc. such as:
  - Income sources from the treatment of Leachate;
  - Minimum discharge requirements or user fees for treatment of industrial effluent;
  - Effluent re-use options available to the WMA;
- Insurance costs – An assessment of the costs of insurance associated with the preferred technical option.

DELIVERABLE: TECHNICAL SOLUTION OPTIONS ANALYSIS REPORT

STAGE 1D – SERVICE DELIVERY OPTIONS

Once the preferred technical option has been identified, it is now time to evaluate and recommend the preferred service delivery options. The assessment of service delivery options may include (but not limited to);

- List all service delivery options
  - an internal service delivery options such as:
    - A Department or other administrative unit with the Wastewater Management Authority;
    - Any component within the control of the Wastewater Management Authority;
External service delivery options may include (but not limited to);
- Another organ of state;
- Community-based organization;
- Any other entity or institution competent to conduct a business activity;

Obligations and responsibilities of the parties
- Undertake a risk assessment associated with each option

- Evaluate each option
- Select the preferred option - the choice of sanitation technology and design of wastewater treatment should begin with a determination of the required level and type of treatment. Project-specific effluent guidelines for sanitation projects should be established based on the following:
  - A clear definition of health objectives and a comprehensive evaluation of alternatives, considering appropriate treatment technologies;
  - Quality and quantity of raw wastewater and its variability;
  - Available land area for the treatment facility;
  - Resources for capital expenditures, training, operation, maintenance, and repair; and
  - Availability of skilled operators, maintenance personnel, treatment chemicals, and replacement parts (EHS Guidelines for Water and Sanitation Effluent Guidelines; 2007).

Therefore, the selected approach should achieve effluent water quality consistent with applicable national requirements and/or internationally accepted standards and with effluent water quality goals based on the assimilative capacity and the most sensitive end use of the receiving water.

DELIVERABLE: SERVICE DELIVERY OPTIONS ANALYSIS REPORT

STAGE 1E – LEGAL AND INSTITUTIONAL FRAMEWORK

- Legal issues
  - Description of the project objectives;
  - Identification of the preferred technical option;
  - Recommended service delivery option;
  - Legal competence of the WMA to undertake the project;
  - Performance of WMA’s functions by an external party;

- Regulatory matters
  - Sector specific legislation applicable to the project;
  - Economic empowerment, minimum localization or indigenization laws applicable;
  - Contractual matters;

- Site enablement issues
  - Conditions of title;
  - Acquisition of site;
  - Applicable local and international environmental law;

- Other matters – the bidder should consider that the legal contracts could include and involve some of the following;
o Lenders: these may include a combination of private sector commercial lenders together with export credit agencies, bilateral and multilateral finance organisations;

o Contracting authority, as defined in the Act being “a Ministry, a Government department, a local authority, the Rodrigues Regional Assembly, a statutory body or any other Government-owned entity, or Government-controlled entity, designated by Government”;

o Multilateral and bilateral agencies: (i) Multilateral agencies (MLAs) represent a grouping of nations and are owned and funded by their members (ii) Bilateral agencies (BLAs) also known as development finance institutions are funded by only one nation. They are generally mandated to provide support to specific developing countries, in the form of loan or equity investment;

o Project Company: the project company puts together a bid in an effort to be awarded the BOT project contract. Once selected, it may create a special purpose vehicle (SPV) which would enter into a contract with the contracting authority for the implementation of the BOT Project;

o Construction contractor: The project company (SPV) will enter into a construction contract with the construction contractor in order to divest its obligation to design, build, test and commission the project and still be accountable under the BOT arrangement;

o Operator: The operator will operate and maintain the project over the BOT contract period, often from completion of construction until the end of the concession period;

o Offtake purchaser: An agreement may be made with a purchaser for the use of a project or the purchase of an output in order to assign market risk away from the project company, and

o Input supplier: An input supplier provides an input necessary for operation of the project.

DELIVERABLE: LEGAL AND INSTITUTIONAL FRAMEWORK REPORT

STAGE 1F – ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA)

These Terms of Reference shall cover the preparation of a project-specific Environmental Management System for a new Roche Bois wastewater pumping station and Baie du Tombeau wastewater treatment plant in Mauritius. The Environmental Assessment shall be prepared in a manner consistent with the DBSA Environmental Social Safe Guards Standards (ESSS) and procedures for a project and with the laws and regulations of the Government of Mauritius, to the extent appropriate. Environmental issues associated with wastewater treatment include (but not limited to):

• Solid waste;
• Wastewater;
• Hazardous chemicals;
• Air emissions; and
• Ecological impacts.
• Leachate
• Sludge
• Septic wastes
**Task 1: Environmental Screening, Scoping and Engineering Interface Role**

The Transaction Advisor is to conduct an Environmental and Social Screening in line with the Mauritius Environmental Legal Framework and Development Bank of Southern Africa’s (DBSA) Environmental Safe Guards Standards (ESSS) and compile an Environmental Social Screening Report.

**Task 2: Environmental Sensitivity analysis and Environmental and Social Forward Work Program to the Feasibility Phase**

After the option analysis process and the preferred option/solution or most viable option (Environmental, Social and Economic) has been selected, the Transaction Advisor shall conduct the Environmental Sensitivity Analysis/Environmental Scoping for the project location, technology and Environmental and Social forward work program (ESIA terms of reference) to the feasibility phase. The Environmental Team must ensure that the Environmental Sensitivity/Option Analysis on the proposed technology to treat Wastewater at Baie du Tombeau Treatment Plant meets the following wastewater discharge limits:

*Table 1: The standard for effluent discharge into the ocean (Mauritius) (Government Notice No.45 of 2003-the Environmental Protection Act 2002)*

<table>
<thead>
<tr>
<th>Parameter/Pollutants</th>
<th>Unit</th>
<th>Permissible Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temperature</td>
<td>&quot;C</td>
<td>40</td>
</tr>
<tr>
<td>pH</td>
<td>pH</td>
<td>5-9</td>
</tr>
<tr>
<td>Floatables</td>
<td>mm</td>
<td>6</td>
</tr>
<tr>
<td>Biochemical Oxygen Demand (BODs)</td>
<td>mg/l</td>
<td>250</td>
</tr>
<tr>
<td>Chemical Oxygen Demand (COD)</td>
<td>mg/l</td>
<td>750</td>
</tr>
<tr>
<td>Suspended Solids</td>
<td>mg/l</td>
<td>300</td>
</tr>
<tr>
<td>Cadmium</td>
<td>µg/l</td>
<td>20</td>
</tr>
<tr>
<td>Chromium (VI)</td>
<td>µg/l</td>
<td>100</td>
</tr>
<tr>
<td>Chromium, Total</td>
<td>µg/l</td>
<td>500</td>
</tr>
<tr>
<td>Cyanides (as CN)</td>
<td>µg/l</td>
<td>100</td>
</tr>
<tr>
<td>Lead</td>
<td>mg/l</td>
<td>2</td>
</tr>
<tr>
<td>Nickel</td>
<td>mg/l</td>
<td>2</td>
</tr>
<tr>
<td>Zinc</td>
<td>mg/l</td>
<td>2</td>
</tr>
<tr>
<td>Total Mercury</td>
<td>µg/l</td>
<td>10</td>
</tr>
<tr>
<td>Arsenic</td>
<td>µg/l</td>
<td>200</td>
</tr>
<tr>
<td>Total Pesticides</td>
<td>mg/l</td>
<td>1</td>
</tr>
<tr>
<td>Oil &amp; Grease</td>
<td>mg/l</td>
<td>20</td>
</tr>
</tbody>
</table>

*Table 2: Indicative Values for Treated Sanitary Sewage Discharges (World Bank General EHS Guidelines: Environmental Wastewater and Ambient Water Quality)*

<table>
<thead>
<tr>
<th>Parameter/Pollutants</th>
<th>Units</th>
<th>Guideline Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>pH</td>
<td>pH</td>
<td>6-9</td>
</tr>
<tr>
<td>Biochemical Oxygen Demand (BOD)</td>
<td>mg/l</td>
<td>30</td>
</tr>
<tr>
<td>Chemical Oxygen Demand (COD)</td>
<td>mg/l</td>
<td>125</td>
</tr>
<tr>
<td>Total Nitrogen</td>
<td>mg/l</td>
<td>10</td>
</tr>
<tr>
<td>Total Phosphorus</td>
<td>mg/l</td>
<td>2</td>
</tr>
<tr>
<td>Oil and Grease</td>
<td>mg/l</td>
<td>10</td>
</tr>
<tr>
<td>Total suspended solids</td>
<td>mg/l</td>
<td>50</td>
</tr>
<tr>
<td>Total coliform bacteria</td>
<td>MPN/100ml</td>
<td>400</td>
</tr>
</tbody>
</table>
Task 3: Environmental Social Impact Assessment (ESIA)

The objectives of the ESIA are to ensure that all environmental and socio-economic consequences due to developing and operating the new Roche Bois wastewater pumping station and Baie du Tombeau wastewater treatment plant are evaluated and addressed as part of the mitigative measures incorporated into the pumping station and wastewater's final design. Therefore, the ESIA will initially be based on the pumping station and wastewater treatment plant preliminary design, then propose mitigation measures that can be incorporated into the final design, and finally provide a reassessment of impacts based on the final design and Guidelines for preparing an Environmental Impact Assessment Report (website: environment.govmu.org).

ESIA Requirements


Study Area

The study shall cover all project infrastructure areas from the boundary of the proposed pumping station and wastewater treatment plant's location for purposes of aesthetic, terrestrial, and atmospheric pollution issues. The study shall cover the watershed and aquifer areas from the pumping station and wastewater treatment plant’s location to any downgradient receiving waters (shallow and deep groundwaters, as well as fresh and/or saltwater surface waters). Furthermore, the study shall include the receiving wastewaters from industries to the pumping station and wastewater treatment plant to be treated. The study area will include the route of direct waste haul and transfer from industries, landfill and other sources to the wastewater treatment plant (i.e., across existing or planned roads) as well as the potential impact in neighbouring communities, including farms.

ESIA Studies (Scope)

The assessment will include, but not be limited to, the following Studies:

- Soil and geological survey;
- Hydrogeological survey;
- Estimation of wastewater quantity and quality;
- Heritage and archaeological studies;
- Biodiversity studies (Aquatic and Terrestrial);
- Traffic assessment;
- Socio-economic survey;
- Assessment of the environmental impacts;
- Development of mitigative measures for inclusion in the final design of the pumping station and wastewater treatment's construction and operation;
**Description of the Proposed Project**

Based on the preliminary design study, the description of the project shall include:

**Infrastructure of service area**
Briefly describe the service area (number of inhabitants, residential areas, land use, including previous use over the last 20-50 years, industrial areas and pumping stations). Determine the distance and direct haul routes and transfer routes from various wastewater stations to the wastewater treatment plant, including any new access roads that may need to be built.

**Surrounding environment of landfill location**
Determine and describe the demographic setting of the pumping station, wastewater treatment plant and associated infrastructure’s location. Describe the surrounding topography and land use characteristics and proximity to residential neighbourhoods from the proposed project sites, including past land use patterns, agriculture, forestry, etc. Determine and describe the overall direction of groundwater flow, drinking water recharge areas downstream of the location, and receiving waters into which groundwater and wastewater treatment plant discharge. Describe the meteorological data regarding wind directions, precipitation and net infiltration.

**Facts about the pumping station and wastewater treatment plant development**

- Layouts, cross-sections, and construction details for the pumping stations and wastewater treatment plant, including all receiving facilities, treatment plant construction details, wastewater and sludge collection and management facilities, mitigative measures, monitoring systems, and final closure plans;
- Construction and operation schedules, including scheduling of site preparation, plant construction, and interim road development of each phase of development;
- A description of the responsible parties, including organisation structure and staffing for the development;
- A confirmation and consultation program with affected peoples in area;
- Operational plans for wastewater and waste types (domestic and industrial) and quantities which might be allowed to be received, construction/demolition debris, dewatered wastewater treatment plant sludges, batteries, and other selected wastes;
- Operation plans for handling of wastewater and waste types and quantities which are not expected to be allowed to be received, including hazardous industrial wastewater, wastes, untreated septic tank or cesspit contents, and surgical wastes;
- Health and safety plans;
- Final closure/decommissioning procedures; and
- Monitoring plans (short- and long-term).

**Description of the Environment**

The environment shall be described through assembly, evaluation and presentation of baseline data on the following:

**Physical Environment:**
- Nature of surrounding environment (including homes, farms, forest areas, industry, small business enterprises and other establishments) and proximity to these;
• Description of the existing topography and the proposed and areas which will be affected by any aesthetic impact;
• Traffic conditions along the major haul routes between the wastewater pumping stations, the proposed treatment plant at present and after implementation of the proposed new wastewater treatment plant – the existing traffic conditions must be based on field survey, and proposed traffic patterns should be examined as well;
• Determination of the geology of the area through a geological description of study area borings (sampling per 0.5 meters) and geophysical testing such as electromagnetic and resistivity surveys. Four to six boreholes along the border of the pumping station and wastewater treatment plant shall be completed with a screen, levels observed, and pump tests conducted in order to determine the hydraulic characteristics of the groundwater;
• Determination of all groundwater recharge areas and use of groundwater downgradient from the pumping station and wastewater treatment plant;
• Condition and present and planned use of the receiving water and standards for discharge to the receiving water; and
• Determination of meteorological data (net infiltration, temperature variations and prevailing wind directions).

**Biological Environment:**

• Survey all major aquatic and terrestrial flora and fauna;
• Collect any information on sensitive habitats in the area and any rare, endangered or commercially important species; and
• Identify any nearby protected areas.

**Socio-cultural Environment:**

• Identify any populations which may need to be resettled in order to enable the wastewater treatment plant and pumping station development, including the use and compensation value of the properties which they own or inhabit;
• Describe the sensitivity and difficulties of resettlement;
• Describe past and present use of the location and surrounding land and any historical, religious or cultural significance of the area;
• Determine the demographic character of the surrounding neighbourhoods and the sensitivity of the public to the proposed development, including perception to increased traffic, noise, dust, odour, and aesthetic appearance; and
• Other planned development activities on the location and in the nearby surroundings.

**Legislative and Regulatory Considerations**

The national and/or local legislation, DBSA ESSS, World Bank EHS General guidelines and World Bank EHS guideline for water and sanitation are to be described and the authorities responsible for monitoring of construction and the environment are to be noted. Any standards (Refer to Table 1 and Table 2) to be met for discharge from wastewater treatment plants must be included. Discuss the need for any legislation to be prepared in order to ensure that the proposed environmental standards will be fulfilled. Discuss needs for education, inspection and enforcement to comply with existing and proposed legislation and any other requirements needed to ensure fulfilment of the proposed environment monitoring at national and local level.
Determination of Potential Impacts of the Proposed Project

Identify and describe all potential major environmental impacts from the proposed project development which will be significant over the long-term. Describe as a minimum the environmental consequences from:

- Wastewater including estimates of quantity and quality of a potential waste water leakage and the consequences to groundwater and receiving surface water by using the information obtained under the project description;
- Impact to neighbourhoods along direct haul routes from increased traffic (primarily noise, dust, litter, odour, and vibrations), and including economic development due to improvements in roadways;
- Estimate impacts to surrounding neighbourhoods near the pumping station and wastewater treatment plant from noise, odour, gaseous emissions, dust, air-borne pathogenic microorganisms, and windblown litter potentially related to the project construction and operation;
- Creation of direct and secondary jobs related to the project development; and
- Possible closure/decommissioning of the existing pumping station and wastewater screening plant site.

Analysis of Alternatives to the Proposed Project

Describe alternatives that were examined in the course of screening sites and conducting preliminary design and assessment of the proposed pumping station and wastewater treatment plant. Describe alternative designs for construction and operation which were examined, including:

- Liner solutions for sludge (no liner, concrete liner, clay liner, synthetic liner and composite liner systems)
- Alternative gas venting, flaring and utilisation systems;
- Operation alternatives (pumping stations and waste treatment plant process flows, temporal screening and sludge waste storage site); and
- Wastewater treatment methods and discharge of pre-treated water (recycling vs. non-recycling and treatment in the existing waste water treatment plant vs. the new plant) and alternative haul routes for all wastewater transported by road. Include the "no action" alternative of the project not being constructed but continuing with the existing site as it is currently being operated.

Discuss potential for waste minimisation (management of sludge). Compare the alternatives in terms of potential environmental impact (which are irreversible, unavoidable and which can be mitigated), capital and operation costs, sustainability under local conditions and institutional, training and monitoring requirements. To the extent possible, quantify costs and benefits of each alternative.

Development of Management Plan to Mitigate Negative Impacts

Recommended feasible and cost-effective measures to prevent or reduce significant negative impacts to acceptable levels. Indicate the impacts and costs of those measures, and of the institutional and training requirements to implement them. Consider compensation to affected parties for impacts which cannot be mitigated (e.g., re-housing of residents within approx. 250 meters from the proximity of the proposed pump station and wastewater treatment plant). Prepare
management plan (including budget estimate, staffing requirements and other necessary support) to implement the mitigating measures.

**Identification of institutional Needs to implement Environmental Assessment Recommendations**

Review the institutional capacity to implement, manage and monitor (in the short-term as well as in the long-term) the proposed project. Recommend, if necessary, institutional strengthening at all levels.

**Development of Monitoring Plans**

Set up a monitoring plan for the proposed pumping station and wastewater treatment plant. The monitoring plan shall comprise the following:

- Wastewater quality and quantity;
- Groundwater quality and level;
- Gas quality on-site and off-site (from sludge), if required (i.e. utilisation, on-site quantity);
- Effluent quality from wastewater treatment plant (after treated, before discharge);
- Construction issues (liner quality, drainage sand, pipes colour coding, concrete quality, etc.)
- The monitoring plan shall only include indicator parameters which are described in Table 1 and Table 2.

**Assist in Inter-Agency Coordination and Public/NGO Participation**

Facilitate, together with the environmental ministry/authority involved with environmental protection a meeting to which all relevant ministries and departments in invited. At this meeting, present the project, the environmental issues related to the project and the responsibility, involvement and commitments of the relevant ministries and departments. Prepare a public meeting (open days) to which all affected parties and relevant NGO’s are invited. In the public meeting (open days), present the project and all environmental issues related to the project, get comments in writing and record all questions and answers. Keep records of these meetings.

Report should incorporate results from sociological surveys and local consultations conducted under separate the Social and Institutional Feasibility scope of work described in Section 0.

**Reporting**

The main text must focus on findings, conclusions and recommendations, supported by a summary of data collected and citation for any references used in interpreting those data. The ESIA Report shall have the following outline:

- Executive Summary
- Policy, Legal and Administrative Framework
- Description of Proposed Project
- Description of the Environment
- Significant Environmental Impacts
- Analysis of Alternatives
- Mitigation Management Plan
- Environmental Management and Training
- Monitoring Plan
Schedule

The Transaction Advisor must develop detailed project ESIA schedule in consideration of the following items:

- Draft ESIA report should be submitted to the WMA for review.
- A monthly progress report shall be submitted to the WMA, including information on progress of the project, problems encountered and suggestions for solving of problems.
- All background reports (i.e., Preliminary design report, Geological and hydrogeological report, wastewater management report, sludge management report and traffic survey report etc.) shall be submitted to the WMA as soon as completed.

Task 4 - Social and Institutional Appraisal

The DBSA Environmental and Social Safeguards Standards and institutional appraisal guidelines emphasise the role of the DBSA in improving the quality of life through the development of social infrastructure, support economic growth through the investment in economic infrastructure and ensuring good corporate practices for sustainability. The DBSA supports investment which are socially sound and uphold good corporate governance. The DBSA conducts institutional appraisal and social impact assessment for infrastructure financing under its consideration. Herewith is the list of the borrower appraisal and social assessment guidelines that should be taken into account during the feasibility studies.

Borrower Appraisal

Corporate Governance plays an important role in the success of projects supported by the DBSA:

- Set of processes, customs, policies and laws and institutions affecting the way an organisation is directed, administered or controlled. Corporate governance also includes the relationship among the many stakeholders involved and the goals for which the organisation is governed. The principal stakeholders are shareholders, the board of directors, employees and the community at large.

Good corporate governance is underpinned by a good structure, management, operations and socially responsible investing. These four elements form the basis of the DBSA Institutional Appraisal Guidelines and Indicators. The fourth element also form part of the social assessment, which will also be covered in detail later.
**ELEMENT** | **INDICATOR**
---|---
Corporate Structure | • Board Composition – are all the required skills available  
• Management  
• Technical skills for the water and sanitation sector  
• Ownership structure
Governance and regulatory compliance | • General and sector specific compliance  
• Labour relations  
• Stakeholder management
Operations (Capacity) | • Financial management  
• Human capital
Socially responsible investing | • Jobs created and capacity building programmes – delimited according to gender, youth and skills levels  
• How is the proposed project going to affect local communities – both negatively and positively?  
• Health and safety issues

**Social Appraisal**

The Transaction Advisor in the background will need to provide the status quo of the study area before project implementation. This will include the population profile, employment figures, total number of the households, economic activities and number of households with and without access to water and sanitation in the study area.

Furthermore, the DBSA requires the client to provide a grievance mechanism, process or procedure to receive and assist resolve project affected parties concerns and grievances arising during project construction. The grievance mechanism should be proportionate to the project risks and impacts.

According to the DBSA Environmental and Social Safeguard Standard there are six standard which are important during the feasibility studies;

Standard 2: Stakeholder engagement and information disclosure  
Standard 3: Gender Mainstreaming  
Standard 4: Indigenous People  
Standard 5: Development Induced Displacement and Resettlement  
Standard 6: Labour and Working Conditions  
Standard 7: Community Health and Safety
Standard 2: Stakeholder engagement and information disclosure

The main objectives are as follows:

- To assist the client establish a systematic and inclusive approach to stakeholder engagement to build and maintain a constructive relationship with project beneficiaries and project affected parties throughout the project life-cycle.
- To assist the client create an enabling environment that allows project beneficiaries and project affected parties to exercise their rights about the project, and to influence project design and social performance.
- To provide key stakeholders with appropriate project information on social risks in an understandable, transparent, and appropriate manner which enables stakeholders to make informed choices.
- To provide beneficiaries and project affected parties with accessible and inclusive means to raise their grievances and allow the client to effectively respond to concerns raised in comprehensive manner.
- Consultation with the public on potential impacts of the project on them;

Standard 3: Gender Mainstreaming

The DBSA has committed itself to gender-lens investing and to gender equality in the infrastructure financing sector. As a development finance institution, the DBSA is mandated with creating an inclusive and sustainable society through improving the quality of life of all its clients and beneficiaries. The DBSA recognises that all marginalised groups play a vital role in achieving sustainable and inclusive development. Therefore, gender is relevant to the success of infrastructure investments.

These safeguard helps ensure that the development process prospects respects the dignity, human rights, economies and cultures of all individuals, regardless of their gender, sexual orientation or gender identity. These safeguards ensures that DBSA investments:

- Protect women’s rights and comply with international women’s and human rights standards and treaties;
- Increase knowledge and insights about gender and vulnerable group’s into project concepts and governance;
- Identify strategies to increase women’s and marginalised groups’ participation and representation in sustainable infrastructure project solutions;
- Adopt due diligence practices which mainstream gender consideration into project planning and implementation thereby ensuring that project respond to distinct gender needs and proactively address gender inequalities, including men and women’s differential access to assets, property, education, credit and other resources;
- Identify and prevent potentially direct or indirect project or programme related harm on women, men, girls and boys, including changes in livelihood and sustainability;
- Proactively engage women and men in culturally appropriate languages, forms and ways throughout the project lifecycle; and
- Provide adequate budgeting for integrating gender empowerment into project execution plans.
Standard 4: Indigenous People

The DBSA applies Standard 4 to any project the DBSA supports which impacts on Indigenous People. This standard outlines the implementation actions necessary to meet and manage the Indigenous People through the following objectives:

- To assist the client ensure that the development process respects Indigenous People human rights, dignity, aspirations, culture and nature resource-based livelihoods;
- To anticipate and avoid adverse project impacts on Indigenous People communities, or when avoidance is not possible, to minimise and/or compensate for such impacts;
- To undertake Free, Prior and Informed Consent with Indigenous People where project impact on their livelihoods, land and natural resources in a manner cognisant of their language, customs and traditions in any investment throughout the project’s life cycle;
- To ensure project implementation respects indigenous knowledge, culture and practices;
- To promote sustainable development benefits and opportunities for Indigenous People in a culturally appropriate manner and
- To ensure that project implementation acknowledges indigenous peoples socio-economic rights and access to services including social welfare, healthcare, education, water, electricity, housing, economic livelihoods and employment.

Standard 5: Development Induced Displacement and Resettlement

Standard 5 addresses instances where a client requires land or restricts access to land to aid project implementation, resulting in project affected communities losing ownership or access to land, housing and related assets, and natural resources essential for their livelihoods and income earning capacity. The main objectives of this standard are as follows:

- To recognise development induced displacement and resettlement may specifically affect socially vulnerable and marginalised groups and to take this into account in implementing this standard;
- To mitigate unavoidable adverse social and economic impacts from land acquisition or restrictions on land use by timeously compensating for loss of assets at replacement cost and assisting displaced people to improve, or at least restore, their livelihoods and living standards to pre-displacement levels or to levels prevailing prior to project implementation, whichever is higher;
- To improve living conditions of poor or vulnerable groups who are physically displaced, by providing adequate housing, access to services and facilities, and to security of tenure;
- To conceive and execute resettlement activities as sustainable development programmes, providing sufficient investment resources to enable displaced to benefit directly from the project;
- To ensure that resettlement activities are planned and implemented with appropriate disclosure of information, meaningful consultation, and affected parties informed participation and
- Where resettlement cannot be avoided, the developer to treat affected parties equitably and provide adequate compensation based on an objective assessment the loss incurred and how it should be reimbursed.

Standard 6: Labour and Working Conditions

This standard recognises the importance of employment creation and income generation during the construction phase and operation phase, in pursuit of poverty reduction and inclusive economic
growth. Clients should enhance sound worker-management relationship and enhance the development benefits of a project by treating workers in the project fairly and provide safe and healthy working conditions. The objectives of this standard are as follows:

- To promote fair treatment, non-discrimination and equal opportunity of project workers;
- To protect workers, especially vulnerable workers such as women, persons with disabilities, migrant and contract workers, as appropriate;
- To promote health and safety in the workplace;
- To prevent the use of all forms of forces and/or child labour and
- To provide workers with accessible means to raise workplace concerns

**Standard 7: Community Health and Safety**

This standard recognises that project activities, equipment and infrastructure can increase community exposure to risks and impacts. The standard, therefore addresses the health, safety and security risks and impacts on project affected communities and the corresponding responsibility of clients to avoid or minimise such risks and impacts, with particular attention to people who, because of their particular attention to people who, because of their particular circumstance, may be vulnerable. The objectives of this standard are as follows:

- To anticipate and avoid adverse impacts on the health and safety of project-affected communities during the project life-cycle;
- To promote quality and safety in the infrastructure design and construction;
- To avoid or minimise community exposure to project-related and road safety risks, diseases and hazardous materials;
- To promote effective measures in place to address emergency services and avoid disasters and
- To ensure that personnel and property are safe

**DELIVERABLE: ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT REPORT** that meets applicable environmental law in Mauritius as well as the DBSA Environmental Safeguards and Guidelines (including an application for full EIA license in accordance with the laws of the Republic of Mauritius).

**STAGE 1G – VALUE ASSESSMENT**

A Value Assessment Report assists the WMA to determine the following;

- Can the risk associated with the Project be sufficiently transferred to Private Sector who is better positioned to manage it?
- Does the project provide Value For Money?
- Is the project affordable?

**Appropriate risk transfer**

The Transaction Advisor will be required to undertake a Risk Workshop with all relevant stakeholders to propose and determine appropriate allocation of risk between the private and public sector, taking into consideration the party that is best positioned to manage such a risk provided they are appropriately remunerated to do so.
Value For Money Analysis

The VfM in BOT Projects is gained through the trading in of private sector efficiency, effectiveness, and economy along with a fair allocation of risks amongst parties in the project. This assessment is key in informing the WMA whether or not to continue with the BOT procurement and the most appropriate form of the BOT arrangement. The final VfM assessment can only be made at the conclusion of the competitive bidding process.

The factors that determine whether a project would deliver VFM will vary depending on project type, scope and sector. Some factors like economy, efficiency, effectiveness and ethics (the 4Es) and the strategic objectives of Government will be common to all projects. Generally, a BOT arrangement can generate improved VFM through a number of ways including, inter alia:

- **Reduced whole life cycle costs** - This can be achieved through the integration of infrastructure design, construction and operation; private sector bringing innovation in design through the avoidance of over-specification and improved maintenance scheduling;
- **Better allocation of risks** - Cost effective and fair allocation of risk amongst parties enables efficiency benefits to be generated throughout the term of the contract; sometimes, certain risks cannot be totally transferred to one party and have to be shared;
- **Faster project implementation** - The transfer of design and construction risks, together with the principle of no payment until the commencement of service delivery, provides significant incentives for the private sector to deliver infrastructure projects within shorter construction timeframes;
- **Improved quality of service** – These results from better integration of services with supporting assets, improved economies of scale, introduction of new technology, innovation in design, and the performance incentives and penalties included in a BOT contract, and
- **Generation of additional revenue from project externalities** - more intensive exploitation of assets to generate additional revenues, for example from shared use of facilities or the sale of surplus assets.

Therefore, a VfM should include (but not be limited to) an assessment of the following;

- Part 1: Determine the type of value-for-money assessment;
- Part 2: Construct the Base PSC Model;
- Part 3: Construct the risk-adjusted PSC Model;
- Part 4: Construct the external reference model;
- Part 5: Qualitative considerations;
- Part 6: Sensitivity analysis;

Affordability Analysis

The affordability analysis is a major component of the BOT Feasibility Study. Affordability relates to whether the cost of the project over the whole project life can be accommodated in the government’s budget, given its existing commitments.

‘Affordable’ in relations to the BOT Agreement, refers to the ability of the public body to meet any financial commitment incurred in relation to the BOT Agreement from its existing or future budgetary funds. It is possible that a BOT Project may not be affordable, although it illustrates VfM. Therefore, the affordability test may involve (but not limited to the following):

- Determine the budget available for the Project;
- Compare the risk-adjusted external reference model with the available budget;
- Advise on alternative revenue sources from wastewater treatment sources that can be explored by the WMA;
The Financial Model must consider the potential revenue that can be generated from the sale of by-products or alternative revenue sources in assessing the affordability of the project.

All financial models must be presented and explained in a format that is usable by Government with all assumptions and scenario testing. All financial models must be in Excel format, and clearly set out all assumptions made; sensitivity analyses carried out and model outputs. The financial models must be sufficiently adaptable for use by others at later stages.

The first step for carrying out the affordability test would be based on a number of assumptions to estimate the BOT cost of the project by using the output specifications for the selected option. All direct and indirect costs as well as third party revenues should be included in the estimate.

The affordability test would require assessing the financial implication of the BOT project cost to the contracting authority. If affordability cannot be demonstrated, the project would either need to be shelved or the output specifications be modified in order to meet the affordability test.

**DELIVERABLE: VALUE ASSESSMENT REPORT and EXCEL-BASED FINANCIAL MODEL**

**STAGE 1H – PROCUREMENT PLAN**

The Procurement Plan demonstrates the necessary capacity and capability within the WMA to undertake the procurement of the private entity to undertake the project. This includes:
- Project timetable, key decisions and approvals required prior to commencement of the procurement process;
- Potential challenges identified and mitigation measures;
- Best procurement practices associated with the nature of the project;
- Affected stakeholders and necessary consultations;
- The Project team necessary to undertake the procurement of the project, including the participation of the Central Procurement Boards, etc;
- Bidding process, security and confidential systems to be in place, data and information flow management solutions, etc.
- Management of local content requirements, local procurement guidelines, etc.

**DELIVERABLE: PROCUREMENT PLAN**

**FINAL DELIVERABLE: FEASIBILITY STUDY REPORT AND MS POWERPOINT PRESENTATION** (including an Executive Summary that can be used by the WMA and BOT Unit for decision-making) – the Transaction Advisor is expected to remain available to address the comments, concerns and points that may require clarification from the BOT Unit until a final determination is made on whether the Feasibility Study report is approved, declined and on what conditions.

The Feasibility Study Report consisting of the above deliverables must be compiled as a single report, in MS Word format (with relevant annexures) and delivered in both hard copy and electronic format.

Before the commencement of the BOT Procurement phase, the Transaction Advisor will be expected to undertake the following in accordance with international best practice;
STAGE 1I – MARKET SOUNDING AND EXPRESSION OF INTEREST
A BOT project can only be implemented where there are private promoters who are not only able to deliver the required service but also willing to accept sufficient risk transfer. Therefore, once the essential characteristics of the infrastructure project have been defined and an initial output specification produced, the nature and extent of market appetite in a BOT solution can be tested by means of a market sounding exercise.

The use of Project Prospectus disseminating the likely scope of the project, its service content, its anticipated key contractual terms and preliminary risk allocation attracts the potential private promoters to engage more effectively in the market sounding process. This engagement can be supplemented with a Project Questionnaire in order to provide a formal record of responses to key questions.

To ensure the widest possible participation in the market sounding exercise, a Prior Information Notice can be released in the press and other information media inviting potential private sector suppliers to participate in the market sounding exercise. The bidder must conduct a marketing exercise to ensure sufficient interest of high calibre private partners in bidding for the Project.

DELIVERABLE: MARKET SOUNDING REPORT (This report shall be stand-alone, independent and not part of the Feasibility Study Report).

STAGE 1J – BENCHMARKING TRIP
The bidder will be required to select and undertake a benchmarking trip with stakeholders such as:
- The Government of the Republic of Mauritius/Wastewater Management Authority;
- Ministry of Energy and Public Utilities;
- BOT Projects Unit;
- Ministry of Finance;
- DBSA;
- Central Procurement Board;
- Any other stakeholders identified by the WMA;

The purpose of the Benchmarking exercise is to expose the relevant stakeholders to a facility similar to that proposed for this project and understand the role played by the different parties to make such a project to be a success. It is expected that this will foster speedy decision-making with regards to the content of the Feasibility Study Report.

DELIVERABLE: BENCHMARKING TRIP REPORT and LESSONS LEARNT

STAGE 2 – BOT PROCUREMENT
If, on the basis of the Feasibility Study, a BOT solution is decided on, and subject to the approval of WMA/GOM, the Transaction Advisor will be required to provide the necessary technical, legal and financial advisory support for the procurement of a private partner. The procurement rule shall be as prescribed in the BOT Projects Act 2016.

The Transaction Advisor must prepare a complete set of procurement documents, complying with public sector procurement law, policies and guidelines, the Environment Protection Act, the WMA Act and in accordance with the format approved by the WMA. The documentation must be consistent with the results of the Feasibility Study and enable the WMA to obtain MOFED’s approval in terms of BOT Projects Act 2016.
STAGE 2A: REQUEST FOR QUALIFICATION

The Transaction Advisor is to provide all necessary administrative support to the WMA for the efficient and professional management of the bidding process. This includes the setting up and management of a data room, facilitating structured engagement between the WMA and bidders, helping the WMA to communicate and negotiate effectively with bidders, and complying with any other requirements of the Central Procurement Board in receiving bids.

The Transaction Advisor must set up a bid evaluation system and criteria, design a suitable bid process that will ensure comparable bids, devise effective systems for communicating with bidders and inspire market confidence. If appropriate, a system that allows for variant bids may be designed. The system must take into consideration the prevailing legal framework. A Transaction Advisor must design and administer the pre-qualification process and the Request for Qualification (RFQ) documents to be issued to prospective bidders with the intention of:

- Ensuring that the interests of the WMA are clearly communicated to the market;
- Determining the nature and extent of private sector interest in the project;
- Pre-qualifying a competent number of bidding consortia in an efficient and transparent manner;
- Using the outputs of the Market Sounding Report and the Expression of Interest (EOI) to design an RFQ that would attract reasonable interest from the market;
- Using the lessons from the Benchmarking Trip to design a procurement process that has addressed the lessons from other similar wastewater treatment plants;
- Consult and liaise with the Central Procurement Board, to understand their requirements and expectations of the content of the RFQ;
- Design an RFQ that meets the expectations of the CPB, including addressing the comments of the CPB during the RFQ design phase;
- Issue the RFQ to market in accordance with the Public Procurement Act 2006/ BOT Act and approval of the CPB;
- Arrange a pre-bid visit of the Project to inform better decision-making and scope of the Project;
- Undertake a ‘Bidder’s Meeting’ where bidders will be granted the opportunity to seek clarification on the content of the RFQ;
- Administer written responses to bidders on clarification matters relating to the Bidder’s Meeting;
- Receive bids on closing date and complete the relevant procurement documents and forms to record the bidders who responded to the bid;
- Submit the RFQ bids to the CPB for evaluation;
- Remain available to the CPB to address areas of clarification during the bid evaluation process.

DELIVERABLES:

- RFQ document approved by CPB;
- Bidders Meeting and address clarification questions;
- Receive bids and submit same to CPB:
The transaction advisor must compile all the documentation necessary for the WMA to obtain MOFED’s approval as per provisions of *BOT Projects Act 2016* and Central Procurement Board approval in accordance with provisions of *Public Procurement Act 2006*.

**STAGE 2B: RFQ BID EVALUATION**

Section 10 (1)(b) of the BOT Act states that the CPB will evaluate bids in accordance with the rules and procedures as designed in the bidding documents. An evaluation team with the necessary expertise has to be set up by the CPB.

The Transaction Advisor is expected to participate in the evaluation of the RFQ bids together with the CPB. The final decision on the outcomes of the bids remains that of the CPB in consultation with the WMA.

**STAGE 2C: REQUEST FOR PROPOSAL**

The Transaction Advisor must set up a bid evaluation system and criteria, design a suitable bid process that will ensure comparable bids, devise effective systems for communicating with bidders and inspire market confidence. If appropriate, a system that allows for variant bids may be designed. The system must take into consideration the prevailing legal framework. The Transaction Advisor must prepare an RFP document in accordance with best international practice and the *BOT Guidance Manual*, consistent with the results of the feasibility study. The RFP package must contain but not limited to the following sections:

- introduction and project background: the project description including the proposed project structure.
- the output specifications of the Project
- project milestones
- instruction to bidders
- form of contracts
- bid forms
- a risk profile as established in the feasibility study
- the payment mechanism
- local counterpart requirements
- the bid process
- evaluation criteria
- bidder communication systems.

The following should be considered in developing an appropriate RFP for the Project:

- Ensuring that the interests of the WMA are clearly communicated to the market;
- Pre-qualifying the preferred and reserve bidder in an efficient and transparent manner;
Using the outputs of the Market Sounding Report and the Expression of Interest (EOI) to design an RFP that would attract reasonable interest from the market;

Using the lessons from the Benchmarking Trip to design a procurement process that has addressed the lessons from other similar wastewater treatment plants;

Consult and liaise with the Central Procurement Board, to understand their requirements and expectations of the content of the RFP;

Design an RFP that meets the expectations of the CPB, including addressing the comments of the CPB during the RFP design phase;

Issue the RFP to market in accordance with the procurement guidelines of the WMA and approval of the CPB;

Arrange a bidder site visit of the Project to inform better decision-making and scope of the Project;

Undertake a ‘Bidder’s Conference’ where bidders will be granted the opportunity to seek clarification on the content of the RFP;

Administer written responses to bidders on clarification matters relating to the Bidder’s Conference;

Receive bids on closing date and complete the relevant procurement documents and forms to record the bidders who responded to the bid;

Submit the RFP bids to the CPB for evaluation;

Remain available to the CPB to address areas of clarification during the bid evaluation process.

The transaction advisor must compile all the documentation necessary for the WMA to obtain MOFED’s approval as per provisions of BOT Projects Act 2016 and Central Procurement Board approval in accordance with provisions of Public Procurement Act 2006 to enable the procurement process to begin.

*Draft BOT Agreement*

The Transaction Advisor must prepare a draft BOT agreement reflecting the risk profile as established in the Feasibility Study Report to be included as an attachment to the RFP and based on the BOT Guidance Manual. Close liaison with the WMA Management and the BOT Project Unit is required during drafting. The transaction advisor’s team shall have the necessary legal expertise to make legal recommendations on the best international practice of the drafting to be contained in this draft BOT agreement.

DETERMINABLES;

- RFP document and Draft BOT Agreement approved by CPB;
- Bidders Conference and address clarification questions;
- Receive bids and submit same to CPB;
- Attend to clarification questions from CPB during the evaluation process;
- The Transaction Advisor is expected to participate in the bid evaluation process with the CPB;
STAGE 2D: RFP BID EVALUATION

Section 10 (1)(b) of the BOT Act states that the CPB will evaluate bids in accordance with the rules and procedures as designed in the bidding documents. An evaluation team with the necessary expertise has to be set up by the CPB.

The Transaction Advisor is expected to participate in the evaluation of the RFQ bids together with the CPB. The final decision on the outcomes of the bids remains that of the CPB in consultation with the WMA.

STAGE 2E: VALUE FOR MONEY REPORT

Value for money must be demonstrated by comparing the net present value (NPV) of the bids received with the NPV under the feasibility study.

The results of the bidding and evaluation of bids must be presented in a single value-for-money report (with relevant annexures) that demonstrates clearly how value for money will be achieved with the preferred bidder. The report must clearly indicate the preferred and second-ranked bidders and provide motivations.

The value-for-money report must be in a suitable format and of a suitable standard for the approval of the WMA. The guidance given in Section 6: Evaluation of Bids, Negotiation and Award of the BOT Projects Guidance Manual should be followed.

DELIVERABLE: VALUE FOR MONEY REPORT

STAGE 2F: BOT AGREEMENT NEGOTIATIONS AND MANAGEMENT PLAN

After acceptance of the Value For Money Report by the WMA and CPB, sub-section 10(1) (c) of the BOT Act stipulates that the CPB shall make recommendations to the Contracting Authority for entering into negotiations with the preferred bidder.

The Transaction Advisor must assist the WMA in final negotiations with the preferred bidder. This will involve preparing suitable negotiations teams, categorising issues appropriately, developing timelines for completion, and planning negotiation tactics and processes for reaching agreement. The transaction advisor must ensure that all agreements reached are incorporated into all the financial, commercial and legal documentation, and must assist with drafting the necessary and related correspondence. The transaction advisor must have the comprehensive legal and technical expertise to assist the WMA in negotiating the BOT agreement.

The pre-final terms of the agreements, each as negotiated with the preferred bidder, must be submitted to the WMA for approval. The Transaction Advisor is responsible for compiling the necessary submissions for obtaining the approval of the WMA.

The Transaction Advisor must, in close liaison with the WMA, draft a comprehensive BOT agreement management plan for the WMA.
The Transaction Advisor must ensure that a comprehensive legal due diligence of the accounting officer/authority has been completed. This will relate to legal compliance, competence and capacity to enter into the BOT agreement.

**DELIVERABLE: BOT NEGOTIATIONS REPORT AND BOT AGREEMENT**

**STAGE 2G: BOT AGREEMENT SIGNATURE, CLOSE-OUT REPORT, CASE STUDY AND FINANCIAL CLOSURE**

The Transaction Advisor must help the WMA with all functions related to signing the final BOT agreement. The Transaction Advisor must also compile a comprehensive close-out report and case study.

The close-out report will be a confidential document of the WMA and will also be lodged with the BOT Projects Unit. The case study will become a public document, made available on various government websites.

Financial closure signifies that all the procurement deliverables have been successfully completed, and that the transaction advisor’s work is finished, if applicable.

The transaction advisor must also give the WMA all the necessary drafting, bidder communication and administrative support necessary for the entire procurement process to be conducted in accordance with law and policy, and to the highest standards of efficiency, quality and integrity.

After the evaluation and negotiation has been completed, the CPB may recommend that the contracting authority may enter into an agreement with the private party in terms of Section 10(1)(d) of the BOT Act. After the recommendations of the CPB, the contracting authority may enter into an agreement with the preferred private party after informing Cabinet, as per section 11 (1) of the BOT Project Act.

Once signed, and as soon as practicable, the BOT Agreement has to be laid before the National Assembly by the Contracting Authority. See Section 11(3) (c )

**DELIVERABLE: FINANCIAL CLOSURE**
Annexure A
Price proposal in a separate envelope

(Note: This page must be separated from the pre-qualifying and functional proposal and included only in the separate Pricing Proposal. Failure to separate this, will lead to disqualification of the bid)

FINANCIAL PROPOSAL

FEASIBILITY STUDY PHASE - Remuneration and Disbursement Schedule (40%)

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Percentage</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Inception Report and Site Visit</td>
<td>15%</td>
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<tr>
<td>Sector Needs Analysis Report</td>
<td>10%</td>
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<tr>
<td>Technical Options Report</td>
<td>10%</td>
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<tr>
<td>Service Delivery Options Report</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>Legal and Institutional Framework Report</td>
<td>15%</td>
<td></td>
</tr>
<tr>
<td>Environmental and Social Impact Assessment</td>
<td>(See separate table)</td>
<td></td>
</tr>
<tr>
<td>Value Assessment Report, Insurance Report and Financial Model</td>
<td>20%</td>
<td></td>
</tr>
<tr>
<td>Procurement Plan, Market Sounding Report and EOI</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>Feasibility Study Report, Executive Summary and Presentation</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Feasibility Study Phase Fee</strong></td>
<td>100%</td>
<td></td>
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<tr>
<td>A Disbursement fee equivalent to 10% of the Total Feasibility Study Phase Fee must be included</td>
<td>10%</td>
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<tr>
<td>Contingency Fee equivalent to 10% of fee of Total Feasibility Study Phase Fee must be included</td>
<td>10%</td>
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<tr>
<td><strong>TOTAL FEE</strong></td>
<td>120%</td>
<td></td>
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<tr>
<td>VAT and/or Withholding Tax @ applicable rate (where applicable)</td>
<td>XXX</td>
<td></td>
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<tr>
<td><strong>GRAND TOTAL AMOUNT</strong></td>
<td>XXX</td>
<td></td>
</tr>
</tbody>
</table>

ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT – Remuneration and Disbursement Schedule (20%)

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Percentage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inception Report and Site Visit</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>Environmental Screening, Scoping and Engineering Interface Role</td>
<td>15%</td>
<td></td>
</tr>
<tr>
<td>Environmental Sensitivity analysis and Environmental and Social Forward Work Program to the Feasibility Phase</td>
<td>15%</td>
<td></td>
</tr>
<tr>
<td>Public Participation and stakeholder engagement process as per the ESIA process, environmental Law and DBSA Safeguards</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>All required Specialist Studies to support ESIA</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td>Draft ESIA Report</td>
<td>15%</td>
<td></td>
</tr>
<tr>
<td>Final ESIA and Environmental Authorisation</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td><strong>Total ESIA Fee</strong></td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>A Disbursement fee equivalent to 10% of the Final ESIA and Environmental Authorization Fee must be included</td>
<td>10%</td>
<td></td>
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</tbody>
</table>
Contingency Fee equivalent to 10% of the Final ESIA and Environmental Authorization Fee must be included | 10%
---|---
**TOTAL FEE** | 120%
VAT and/or Withholding Tax @ applicable rate (where applicable) | XXX
**GRAND TOTAL AMOUNT** | XXX

### BOT PROCUREMENT – Remuneration schedule and disbursement arrangements (40%)

<table>
<thead>
<tr>
<th>DELIVERABLE</th>
<th>Percentage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benchmarking Trip Provision</td>
<td>40%</td>
<td>$50 000</td>
</tr>
<tr>
<td>Data Room Supplier for RFQ and RFP documents</td>
<td>40%</td>
<td>$40 000</td>
</tr>
<tr>
<td>Mobilization Fee</td>
<td>10%</td>
<td>$40 000</td>
</tr>
<tr>
<td>Request for Qualifications document approved by CPB</td>
<td>15%</td>
<td>$50 000</td>
</tr>
<tr>
<td>RFQ Bid Evaluation approved by CPB</td>
<td>5%</td>
<td>$20 000</td>
</tr>
<tr>
<td>Request for Proposal document approved by CPB</td>
<td>15%</td>
<td>$20 000</td>
</tr>
<tr>
<td>RFP Bid Evaluation approved by CPB</td>
<td>5%</td>
<td>$20 000</td>
</tr>
<tr>
<td>Value For Money Report</td>
<td>10%</td>
<td>$5 000</td>
</tr>
<tr>
<td>BOT Agreement Negotiations and Management Plan</td>
<td>20%</td>
<td>$10 000</td>
</tr>
<tr>
<td>BOT Agreement Signature, Case Study &amp; Close-out Report</td>
<td>15%</td>
<td>$7 500</td>
</tr>
<tr>
<td>Financial Closure</td>
<td>5%</td>
<td>$2 500</td>
</tr>
<tr>
<td><strong>Total BOT Procurement Fee</strong></td>
<td>100%</td>
<td>$57 500</td>
</tr>
</tbody>
</table>

A Disbursement fee equivalent to 10% of the BOT Procurement Fee must be included in this section.

Contingency Fee equivalent to 10% of the BOT Procurement Fee must be included | 10%
---|---
**TOTAL FEE** | 120%
VAT and/or Withholding Tax @ applicable rate (where applicable) | XXX
**GRAND TOTAL AMOUNT** | XXX

### NOTE:

i. Prospective TAs are required to proportionally price the total in accordance with the following:
   - Feasibility Study Phase – 40% of the total fee;
   - ESIA – 20% of the total fee;
   - BOT Procurement – 40% of the total fee;

For example, if the TA’s total bid price was USD1 million, it would be distributed as follows:

- Feasibility Study Phase – USD400 000;
- ESIA – USD200 000;
- BOT Procurement – USD400 000;

ii. Bidders must consider withholding and other taxes applicable between their country of residence and the Republic of Mauritius in their final bid price.
Expenses
Prospective TAs should assume expense provision of a total of 10% of the overall bid price. This amount will be paid to the bidder, proportional to the amount paid for invoices relating to the progress of the Project. No expense costs will be itemized in the invoices and paid for separately.

The bidders are advised to consider the following guidelines that govern the DBSA and the WMA when incurring expenses;

- All air travel within South Africa or Mauritius is on Economy Class;
- Costs to hire cars are considered on a value for money basis (e.g. larger cars for more people);
- Hotels are limited to a maximum of 4 star and the selection should consider the location of the offices of the WMA, convenience and safety;
- The mode and type of travel chosen by the DBSA and WMA teams travelling with the successful TAs can always serve as guidance.
Annexure B

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: ………………………………………………………………………………………

2.2 Identity Number: ………………………………………………………………………………………………………………………

2.3 Position occupied in the Company (director, trustee, shareholder²): ………………………………………………………

2.4 Company Registration Number: ………………………………………………………………………………………

2.5 Tax Reference Number: ……………………………………………………………………………………………………………

2.6 VAT Registration Number: ……………………………………………………………………………………………………………

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

*"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.*

2.7 Are you or any person connected with the bidder presently employed by the state?  

YES / NO

2.7.1 If YES, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .............................................

Name of state institution at which you or the person connected to the bidder is employed: .............................................

Position occupied in the state institution: .............................................

Any other particulars:
........................................................................................................
........................................................................................................
........................................................................................................

2.7.2 If you are presently employed by the state, did you obtain YES / NO the appropriate authority to undertake remunerative work outside employment in the public sector?

2.7.2.1 If YES, did you attached proof of such authority to the bid YES / NO document?

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If NO, furnish reasons for non-submission of such proof:

........................................................................................................
........................................................................................................
........................................................................................................

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  

YES / NO

2.8.1 If YES, furnish particulars:

........................................................................................................
........................................................................................................
........................................................................................................

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  

YES / NO

2.9.1 If so, furnish particulars.

........................................................................................................
2.10  Are you, or any person connected with the bidder, **YES/NO** aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If YES, furnish particulars.

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2.11  Do you or any of the directors / trustees / shareholders / members **YES/NO** of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If YES, furnish particulars:

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3.  **Full details of directors / trustees / members / shareholders.**

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Number / Personal Number</th>
<th>Employee Number</th>
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4. DECLARATION

I, THE UNDERSIGNED

(NAME)……………………………………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

............................................. .............................................
Signature Date

............................................. .............................................
Position Name of bidder
Annexure C

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

__________________________________________
(Bid Number and Description)

in response to the invitation for the bid made by:

__________________________________________
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:______________________________________that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

\(^3\) Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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Signature Date

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Position Name of Bidder
The Development Bank of Southern Africa has a Zero Tolerance on Fraud and Corruption. Report any incidents of Fraud and Corruption to Whistle Blowers on any of the following:

TollFree : 0800 20 49 33
Email : dbsa@whistleblowing.co.za
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