

**PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN MAURITIUS****NOTE**

Please note that Mauritius has a dual regime of PPPs and Concessions. Both regimes are evaluated and scored separately in order to ensure the accuracy of the analysis. This document contains the data for **both** regimes. For your convenience, we have specified the page numbers for when the analysis for each regime begins and ends.

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## PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN MAURITIUS (PPP)

SURVEY QUESTION	ANALYSIS
<b>PPP Regulatory Framework</b>	
<b>2. Does the regulatory framework in your country allow procuring PPPs?</b>	<p>Yes</p>
<b>If yes, please specify the relevant regulatory framework and the year of adoption:</b>	<p>In Mauritius, both public-private partnership and Build-Operate-Transfer Contracts meet our study's definition of public-private partnerships. While PPPs are regulated by a PPP Act and public procurement regulations, the BOT Act excludes application of those regulations. Therefore, those 2 types of contracts are analyzed separately.</p> <p>PPPs are regulated by the Public-Private Partnership Act 2004 (the 'PPPA'), Act No. 37 of 2004. When issues are not specifically regulated in this Act, the public procurement Act and its regulations are applicable (the Public Procurement Act 2006, "the PPA" Act No. 33 of 2006 and the public procurement Regulations 2008, "the PPR"). Furthermore, the Public Private Partnership Guidance Manual provide details on PPPs (the "PPP Manual"). Pursuant to article 2 of the PPP Act, "Public-private partnership agreement" means an agreement between a contracting authority and a private party, approved in terms of this Act, in terms of which -</p> <ul style="list-style-type: none"> <li>(a) the private party undertakes to perform a contracting authority's function on behalf of the contracting authority for a specified period;</li> <li>(b) the private party receives a benefit for performing the function by way of               <ul style="list-style-type: none"> <li>(i) compensation from a revenue fund;</li> <li>(ii) charges or fees collected by the private party from users or customers of a service provided by it; or</li> <li>(iii) a combination of compensation and charges or fees;</li> </ul> </li> <li>(c) the private party is liable for the risks arising from the performance of its function;</li> <li>(d) state facilities, equipment or other state resources may be transferred or made available to the private party;</li> </ul>
<b>and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:</b>	<ul style="list-style-type: none"> <li>(1) PPPA - <a href="https://supremecourt.govmu.org/HighlightDoc/THE%20PUBLIC-PRIVATE%20PARTNERSHIP%20ACT%202004.pdf">https://supremecourt.govmu.org/HighlightDoc/THE%20PUBLIC-PRIVATE%20PARTNERSHIP%20ACT%202004.pdf</a></li> <li>(2) PPA - <a href="https://supremecourt.govmu.org/HighlightDoc/THE%20PUBLIC%20PROCUREMENT%20ACT%202006.pdf">https://supremecourt.govmu.org/HighlightDoc/THE%20PUBLIC%20PROCUREMENT%20ACT%202006.pdf</a></li> <li>(3) PPR - <a href="https://supremecourt.govmu.org/HighlightDoc/PUBLIC%20%20PROCUREMENT%20REGULATIONS%20%20No%20%207%20of%202008.pdf">https://supremecourt.govmu.org/HighlightDoc/PUBLIC%20%20PROCUREMENT%20REGULATIONS%20%20No%20%207%20of%202008.pdf</a></li> <li>(4) PPP Manual - <a href="http://mof.govmu.org/English/Documents/financial%20management%20kit/PPPGuidManual.pdf">http://mof.govmu.org/English/Documents/financial%20management%20kit/PPPGuidManual.pdf</a></li> </ul>

<p><b>2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?</b></p>	<p>Yes</p>
<p><b>Please describe:</b></p>	<p>(1) The Public-Private Partnership Act has been amended: BOT Circular No 3 of 2016 - Amendments to Public Private Partnership (PPP) Act  (2) The Public Procurement Act was amended by ACT No. 18 of 2016 (Government Gazette No.79 of 7 September 2016)  (3) Amendments to Public Procurement Regulations : Amended as per G.N. No. 227 of 2016, G.N. No. 35 of 2017 and G.N. No. 8 of 2017</p>
<p><b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b></p>	<p>Yes</p>
<p><b>Please describe:</b></p>	<p>Public procurement Act: Amendment, Act No. 10 of 2017 (Government Gazette No.70 of 24 July 2017)</p>
<p><b>3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions:</b></p>	<p>n/a</p>

<b>3.2 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>n/a</p>
<b>3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Energy generation and distribution.</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	<p>n/a</p>
<b>3.4 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Telecom</b>	<p>No</p>
<b>If yes, please provide the relevant</b>	<p>n/a</p>

<b>legal/regulatory provisions:</b>	
<b>3.5 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other</b>	Yes
<b>If yes, specify and provide the relevant legal/regulatory provisions:</b>	After Amendments to Public Private Partnership (PPP) Act (BOT Circular no 3 of 2016), the PPP Act does not now apply for a PPP Project where there is an agreement or arrangement between Mauritius and a foreign State. Instead, the procedure as stated under the Public Procurement Act will apply for such projects (section 14).
<b>4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory provision (if any):</b>	n/a
<b>5. Please identify the PPP procuring authorities in Mauritius and provide their website(s) (if available):</b>	“Contracting authority” means any Ministry or Government department, local authority or statutory corporation according to Article 2 of the PPPA. <a href="http://www.govmu.org/English/GovernmentBodies/Pages/default.aspx">http://www.govmu.org/English/GovernmentBodies/Pages/default.aspx</a>
<b>6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP</b>	Yes

<b>program (PPP Unit)?</b>	
<b>If yes, please indicate its name, and its website (if available):</b>	<p>The PPP Unit has been replaced by the BOT Projects Unit.</p> <p>Section 3 of the PPPA, provides that the Build Projects Unit shall deal with all matters relating to public-private partnership projects.</p> <p>Pursuant to section 3B of the PPPA, the BOT Projects Unit shall -</p> <ul style="list-style-type: none"> <li>(a) make an assessment of a project submitted to it and give its recommendations to the relevant contracting authority;</li> <li>(b) develop best practice guidelines in relation to all aspects of public private partnership;</li> <li>(c) formulate policy in relation to public-private partnership projects; and</li> <li>(d) develop public-private partnership awareness in the country.</li> </ul> <p><a href="http://bot.govmu.org">http://bot.govmu.org</a></p> <p>Furthermore, the Central Procurement Board set up under section of the PPA, is responsible for the approval of the award of major contracts by public bodies.</p>
<b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b>	Yes
<b>6.2 PPP capacity building for other public authorities.</b>	Yes
<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	No
<b>6.4 Technical support in implementing PPP projects.</b>	No
<b>6.5 Identification and selection of PPP projects from the pipeline.</b>	No
<b>6.6 Revision of fiscal risks born by the Government.</b>	No
<b>6.7 Consultation with affected communities on potential impact of PPP projects.</b>	No

<b>6.8 Approval of PPP projects.</b>	No
<b>6.9 Undertaking the procurement of PPPs.</b>	No
<b>6.10 Oversight of PPP implementation.</b>	No
<b>6.11 Other</b>	No
<b>6.11 please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions:</b>	Pursuant to section 3B of the PPPA, the BOT Projects Unit shall - (a) make an assessment of a project submitted to it and give its recommendations to the relevant contracting authority; (b) develop best practice guidelines in relation to all aspects of public private partnership; (c) formulate policy in relation to public-private partnership projects; and (d) develop public-private partnership awareness in the country.
<b>PPP Preparation</b>	
<b>8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	The Feasibility Study must receive approval of the Ministry of Finance particularly from point of view of budgetary implications and government guarantees. An approval is also required from the Ministry of Finance of the terms of the Model Agreement (PPP Manual p7.).  PPP Manual section 2.6 : The contracting authority is not allowed to proceed with the procurement phase of a PPP without written approval of the Financial Secretary on the feasibility study. After receiving approval on the feasibility study, the contracting authority must prepare and submit to the Financial Secretary [Committee] a request for proposal for his approval of the financial terms of the model agreement.
<b>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory</b>	The PPP manual, p.7, requires an approval of Ministry of Finance for any change in the terms of agreement which impact on the feasibility study during negotiations with the winning bidder.

provisions (if any):	
<b>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.</b>	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
<b>Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
<b>Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	No
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
<b>8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting according to International Public Sector</b>	n/a

<b>Accounting Standards (IPSAS).</b>	
<b>Accounting and reporting according to other international standard (e.g. European System of Accounts).</b>	n/a
<b>Please specify:</b>	n/a
<b>Other.</b>	n/a
<b>Please specify:</b>	n/a
<b>9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?</b>	Yes
<b>If yes, please specify the relevant authority</b>	(1) Central Tender Board for authorization to advertise, invite, solicit or call for bids. (2) Cabinet
<b>and provide the relevant legal/regulatory provisions (if any):</b>	(1) Pursuant to section 4 of the PPPA (d) where appropriate, submit a request for proposal to the Board to obtain its written authorization to advertise, invite, solicit or call for bids. Section 6A moreover provides: Notwithstanding the provisions of this Act, the Board - (a) shall approve all documents relating to the bid; (b) shall authorize, approve and carry out pre-selection exercises; (c) shall authorize the advertisement, invitation locally or internationally, as the case may be, and call for bids. Sections 2.8 and following of the PPP Manual provide details. (2) PPP Manual Section 8.3.1.1: Upon obtaining approval from the Financial Secretary, the Contracting Authority should seek Cabinet approval for the project before embarking on the tendering stage.
<b>9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does</b>	Yes

<b>any other authority(s) approve the PPP project before signing the PPP contract?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>The PPP Manual requires approval from</p> <p>(1) Central tender Board : Upon receipt of the approval of the Financial Secretary, the contracting authority shall seek the final approval of the CTB for the award of the project (section 2.13). Section 6A of the PPPA moreover provides: Notwithstanding the provisions of this Act, the Board (e) may approve the award.</p> <p>(2) Cabinet: The contracting authority, as a matter of normal procedure, will ensure that Cabinet approval is obtained prior to signature of the agreement (section 2.14). Section 11 of the PPPA provides for the same approvals: No contracting authority shall award a project or sign an agreement unless - (a) the award of the project has been approved by the Board; and (b) the agreement relating to the project has been approved by Cabinet.</p>
<b>10. Does the procuring authority use transaction advisors during the PPP project cycle?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>PPP Manual - Section 8.3.2.2: The Contracting Authority who is the owner of the project has to prepare all the documents pertaining to the bidding process, including the REOI, RFQ and the RFP. If it does not have the necessary expertise to prepare the documents, it may recruit a transaction advisor to help in the process. The recruitment of Transaction Adviser is explained at length in Section 3 of this Guidance Note. Section 3 indicates: The selection of transaction advisors should preferably be on the basis of proposals submitted in accordance with a comprehensive RfP. Usually for large projects, companies are asked to submit Expression of Interest to obtain the RfP packages. The Expression of Interest will outline in broad terms the qualifications and experience of the transaction advisor. These can be used by contracting authorities for producing a preliminary shortlist of firms who will receive RfPs.</p>
<b>11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the</b>	<p>No</p>

<p><b>context of a national public investment system, multi-year perspective plans, medium-term budgetary framework): The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</b></p>	
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The regulatory framework does not include any</b></p>	<p>Yes</p>

<p><b>provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</b></p>	
<p><b>If yes, please elaborate:</b></p>	<p>While no regulatory basis exists, contributors confirm that such evaluation of the consistency of PPPs with other government investment priorities is conducted in practice.</p>
<p><b>The procuring authority does not evaluate PPPs against existing government priorities.</b></p>	<p>No</p>
<p><b>Please elaborate and provide examples:</b></p>	<p>n/a</p>
<p><b>11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?</b></p>	<p>Yes</p>
<p><b>If yes, please specify:</b></p>	<p>It is a precondition that the cost of the project over the whole project life can be accommodated in the government's budget.</p>
<p><b>If no, please elaborate:</b></p>	<p>n/a</p>
<p><b>12.1 Which of the following assessments are conducted when identifying and preparing a PPP in order to inform the decision to proceed with it? (check all that apply): Socio-economic analysis (cost-benefit analysis of the socio-economic</b></p>	<p>Yes</p>

<b>impact of the PPP project)</b>	
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Certain ongoing or contemplated PPP projects have indeed involved at least a high-level socio-economic analysis.
<b>12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to Section 5(2)(c)(i) of the PPPA, the feasibility study shall demonstrate that the agreement shall be affordable to the contracting authority. Section 4.1 (3) of the PPP Manual requires to demonstrate that the PPP Agreement will be affordable to the public body.
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	Section 4.2.5 of the PPP Manual is related to demonstrating Affordability : To determine whether a project will meet the “affordability test”, it is important to compare the budget with the PSC cash flows. However, the risk-adjusted PSC is not the appropriate comparator with the budget, as this assumes that the contracting authority is the supplier of the output specification. The PSC must therefore, be adjusted to form the PPP-reference. The PPP-reference is the PSC adjusted for risks and cost of capital. These adjustments are meant to reflect the costing of an output specification by the private sector as a supplier. The risk-adjusted PSC would have to be modified as follows: for risk, for the cost of capital and for project revenues.
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	Affordability assessment is conducted
<b>12.3. Risk identification, allocation and assessment (risk matrix)</b>	Yes

<b>Relevant legal/regulatory provision (if any)</b>	<p>Pursuant to Section 5(2)(c)(iii) of the PPPA, the feasibility study shall demonstrate that the agreement shall transfer appropriate technical, operational or financial risk to the private party.</p> <p>Section 4.1 of the PPP Manual indicates that the feasibility study demonstrates “affordability”, and gives an early indication of how value for money will be achieved, through appropriate risk transfer. The feasibility study will have to 3) Demonstrate that the PPP Agreement will transfer appropriate technical, operational and financial risk to the private party.</p>
<b>Is there a specific methodology for the assessment?</b>	<p>Yes</p>
<b>If yes, please elaborate</b>	<p>Section 6 of the PPP Manual defines the term “risk” and identifies the various types of risks inherent in infrastructure projects. It sets out the objectives of risk transfer and outlines the steps involved in undertaking a preliminary risk assessment from identification to quantification and allocation. Section 6 also provides guidelines to help contracting authorities establish a Risk Management Plan to manage the risks that they retain.</p> <p>More specifically, according to section 6.5.1 of the PPP Manual, the steps in a preliminary risk assessment are:</p> <p>(i) Preliminary Risk Identification : Identification of the principal risks associated with the design, construction and operation of an infrastructure project</p> <p>(ii) Preliminary Risk Allocation ; Formation of an initial view as to whether the Contracting Authority or the Contractor is likely to be better able to manage each risk. Risks are then either allocated to the Contracting Authority, the Contractor, or identified as risks to be shared.</p> <p>(iii) Qualitative Risk Assessment; Qualitative assessment of the potential significance or impact of each risk. The results of the qualitative assessment are combined with the list of risks and the risk allocation to provide a preliminary risk matrix for the project. A risk management plan is prepared for those risks that are to be retained by the Contracting Authority.</p> <p>(iv) Preliminary Risk Quantification; Preliminary assessment of the monetary value of the most significant risks identified in the preliminary risk matrix. The monetary value of the most significant risks transferred to the Contractor is included in the Financial Comparator.</p>
<b>Is the assessment done in practice?</b>	<p>Yes</p>
<b>Details:</b>	<p>In practice, risks are assessed through the following steps: Preliminary Risk Identification ; Preliminary Risk Allocation ; Qualitative Risk Assessment; Preliminary Risk Quantification.</p>
<b>12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives (i.e. value for money analysis, public sector comparator)</b>	<p>Yes</p>

<b>Relevant legal/regulatory provision (if any)</b>	Section 5(2)(a) of the PPPA states that the feasibility study shall demonstrate comparative advantage in terms of strategic and operational benefits for implementation under a public-private partnership agreement. The PPP Manual requires to demonstrate that the PPP Agreement will provide value for money (4.1 (3)).
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	<p>As indicated in section 4.2.3 of the PPP Manual, for those projects that have been identified as having the potential to be procured under PPP, the Option Appraisal stage will involve mainly : Project Appraisal; PPP Assessment; and Statutory Process Assessment. In simple terms, project appraisal involves the identification of suitable options to meet service objectives, and the selection of a preferred option. Options are appraised through constraints studies and preliminary reports, which provide economic evaluations, cost estimates, outline requirements and site selection. The process of undertaking project appraisals for PPP projects will be the same as for traditional projects, unless statutory risk is to be transferred to the private sector. In such circumstances, the project appraisal will be required but possibly at a higher level of detail. Section 4.2.4 provides furthermore for the Construction of the Public Sector Comparator (PSC).</p> <p>Moreover, section 5.0 provides a definition of Value for Money. Value for Money in PPP projects is gained through the engagement of private sector efficiency, effectiveness, and economy and through the appropriate allocation of risks in the project. The assessment of the potential to secure value for money is a key element of the PPP assessment. The conclusions on value for money potential will inform Government on whether or not to proceed with a PPP procurement, and if so, the form of PPP to be used.</p> <p>The final assessment of whether a PPP procurement represents improved value for money can only be made at the conclusion of the competitive tendering process. The assessment of the potential for a PPP to deliver value for money has two parts:</p> <ol style="list-style-type: none"> <li>1. Identification of the factors that will determine whether a project delivers value for money; and</li> <li>2. An assessment of the potential of the private sector to deliver value for money with regard to those factors.</li> </ol> <p>The outcomes of the value for money assessment will help to inform not only the potential for a PPP to deliver value for money, but also:</p> <ul style="list-style-type: none"> <li>Ø selection of the most appropriate form of PPP;</li> <li>Ø identification of the optimum scope of the PPP; and</li> <li>Ø identification of the parameters that should be used at the end of the procurement process to assess whether the preferred PPP tender represents value for money.</li> </ul>
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	In practice, procuring authorities compare the PPP option to other procurement option through the public sector comparison method.
<b>12.5. Financial viability or bankability assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Sections 5(1) of the PPPA states that every contracting authority shall undertake or cause to be undertaken a feasibility study where it considers that a project may be implemented under an agreement, to assess whether the proposed project is feasible as a public-private

	<p>partnership project.</p> <p>Some key elements of a PPP Assessment are: a bankability assessment of any project that may be partly or wholly financed by the private sector. The bankability assessment should establish the financing issues that need to be addressed prior to a procurement proceeding as well as those that will need to be reflected in contract documentation (PPP Manual, p.19).</p>
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	Yes
<b>Details:</b>	A bankability assessment is realized when the project may be partly or wholly financed by the private sector.
<b>12.6. Market sounding and/or assessment (showing evidence of investors' interest in the market for the project)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	The PPP Manual provides for Market Sounding (p.24 25): A PPP project is only practicable where there are contractors able to deliver the required service and willing to accept sufficient risk transfer. Therefore, once the essential characteristics of an infrastructure project have been defined and an initial output specification produced, the nature and extent of market interest in a PPP solution should be established by means of a market sounding exercise.
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	<p>To realize a Market Sounding, section 5.2 of the PPP manual requires to :</p> <ul style="list-style-type: none"> <li>§ Investigate whether a similar scheme exists for which interest levels are already known.</li> <li>§ Set clear objectives for the exercise. What do you hope to achieve? What information do you want potential bidders to supply at this stage?</li> <li>§ Prepare a list of organizations you may wish to contact. Think broadly about the project, and aim to contact as wide a range of potential bidders as possible. For example, for an IT scheme, consider: <ul style="list-style-type: none"> <li>- Hardware manufacturers</li> <li>- Software companies</li> <li>- Telecommunications companies</li> <li>- Sector specific specialists etc.</li> </ul> </li> <li>§ Seek assistance for drawing up the contact list.</li> <li>§ Arrange for face to face meetings. You may begin with a telephone call, but try to encourage interested parties to come to see you.</li> <li>§ See individual companies separately or collectively, but make it clear that this is an informal discussion, with no commitment on either part.</li> <li>§ Allow enough time for discussions to take place, and for information to be exchanged.</li> </ul>

	For a discussion with a group of 4 to 5 companies, expect to allow in the region of 2-3 hours.
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	Where a project's viability depends on marketing aspects, it might be useful to carry out as part of the pre-feasibility study, a market sounding exercise to assess the market potential and attractiveness of the project. It is consequently not always the case.
<b>12.7. Environmental impact assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	<p>Part IV of the environment protection act 2002 relates to environmental impact assessment :</p> <p>Section 15 (2) No proponent shall commence, proceed with, carry out, execute, or conduct or cause to be commenced, proceeded with, carried out, executed or conducted –</p> <p>(a) an undertaking specified in Part A of the First Schedule, without an approval of a preliminary environmental report in accordance with section 16;</p> <p>(b) an undertaking specified in Part B or Part C of the First Schedule, without an EIA license;</p> <p>First schedule include a list of activities, of which numerous can be undertaken through a PPP.</p>
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	<p>Sections 16 and 18 of the Act provide for environment impact assessment.</p> <p>Section 16. Preliminary environmental report</p> <p>(2) A preliminary environmental report shall contain a description of the undertaking with particulars of -</p> <p>(a) its location and its surroundings;</p> <p>(b) its process, design and size;</p> <p>(c) any data or information necessary to identify and assess the effects which the undertaking is likely to have on the environment, people and society;</p> <p>(d) the measures which the proponent proposes to take to avoid, reduce and, where possible, remedy any significant effect that the undertaking is likely to have on the environment; and</p> <p>(e) such other aspects of the undertaking as the Director may require.</p> <p>(3) A preliminary environmental report shall be accompanied by -</p> <p>(a) a site plan indicating the location of the undertaking;</p> <p>(b) a non-technical summary, where the report is prepared by a consultant;</p> <p>(c) a certificate issued by a notary expressing his opinion as to the ownership of the land on which the undertaking is to be executed, or where the proponent is not the owner of the land, by a written evidence of the permission of the owner, and a certificate issued by a notary expressing his opinion as to the owner's title.</p> <p>Section 18. Application for an EIA license</p> <p>(2) The EIA report shall contain a true and fair statement and description of the undertaking as proposed to be carried out by the proponent, and shall include-</p> <p>(a) the name and address of the proponent;</p>

	<p>(b) the ownership of the undertaking and of the land on which it is being conducted;</p> <p>(c) the name, address and qualifications of the consultant who prepared the EIA;</p> <p>(d) the precise location and surroundings of the undertaking, the zoning of the site and the number of similar undertakings in the area;</p> <p>(e) the principle, concept and purpose of the undertaking;</p> <p>(f) the direct or indirect effects that the undertaking is likely to have on the environment;</p> <p>(g) an assessment of the social, economic and cultural effects which the undertaking is likely to have on the people and society;</p> <p>(h) any actions or measures which the proponent proposes to take to avoid, prevent, change, mitigate or remedy, as far as possible, the likely effects of the undertaking on the environment;</p> <p>(i) an assessment of the inevitable adverse environmental effects that the undertaking is likely to have on the environment, people and society, where it is implemented in the manner proposed by the proponent;</p> <p>(j) an accurate assessment of the irreversible and irretrievable commitment of resources which will be involved in the undertaking, where it is implemented in the manner proposed by the proponent;</p> <p>(k) any alternative manner or process in which the undertaking may be carried out so as to cause less harm to the environment;</p> <p>(l) an environmental monitoring plan;</p> <p>(m) information pertaining to the decommissioning of the project at the end of its life cycle and associated impacts, proposed measures to return the site as far as possible to its former state, or rehabilitation measures;</p> <p>(n) in the case of a new infrastructure proposal, an environmental management plan to be implemented during the construction phase; and</p> <p>(o) such other information as may be necessary for a proper assessment and review of the potential impact of the undertaking on the environment, people and society.</p>
<b>Is the assessment done in practice?</b>	No
<b>Details:</b>	Environmental impact assessment is prepared by the transaction advisors when the project falls under Part B of the Environment Protection Act 2002, as amended.
<b>12.8. Consultation process with affected communities on potential impact of the PPP project</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	EIA includes an assessment of the social, economic and cultural effects which the undertaking is likely to have on the people and society (Section 18 (2) (g) of the Environmental protection Act) and shall be open for public inspection (section 20).
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No

<b>Details:</b>	Environmental impact assessment, including consultation of affected population, is prepared by the transaction advisors when the project falls under Part B of the Environment Protection Act 2002, as amended.
<b>13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and specify which of the assessments are included in the request for proposals and/or tender documents:</b>	n/a
<b>13.1. Are the assessments published online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>specify the website</b>	n/a
<b>please specify which of the assessments are published online:</b>	n/a
<b>14. Does the procuring authority include a draft PPP contract in the</b>	Yes

<b>request for proposals?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to Section 2 of PPPA, “request for proposal” means the specific terms of the project requirements, the procedures for submission of bids, the criteria for the evaluation of bids and includes a model agreement.
<b>If no, please elaborate</b>	n/a
<b>14.1. Are the tender documents published online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and please specify the website:</b>	n/a
<b>15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?</b>	No
<b>If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:</b>	n/a
<b>16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the following requirements? Obtaining the</b>	No

<b>required urban permits: Procuring authority (or other Government entity)</b>	
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.3. Obtaining the required operational permits: Procuring authority (or other</b>	No

<b>Government entity)</b>	
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.4. Obtaining the required land: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.5. Obtaining the required right of way: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other</b>	No

<b>Government entity)</b>	
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>PPP Procurement</b>	
<b>18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Section 8 of the PPA</p> <p>(1) There is established a Central Procurement Board, which shall be a body corporate, to be responsible for the approval of the award of major contracts by public bodies and which shall consist of -</p> <p>(a) a Chairperson;</p> <p>(b) 2 Vice-Chairpersons; and</p> <p>(c) 3 other persons, having wide experience in legal, administrative, economic, financial, engineering, scientific or technical matters and appointed by the President of the Republic, acting in accordance with the advice of the Prime Minister tendered after the Prime Minister has consulted the Leader of the Opposition, on such terms and conditions as may be determined by the Prime Minister.</p> <p>(2) Every member shall hold office for a period not exceeding 3 years and shall be eligible for re-appointment for one additional term.</p> <p>(3) The President shall, on the advice of the Prime Minister, at any time terminate the appointment of a member who has been guilty of -</p> <p>(a) any misconduct, default or breach of trust in the discharge of his duties;</p> <p>(b) an offence of such nature as renders it desirable that his appointment should be terminated.</p> <p>(4) The Board may co-opt other persons capable of assisting it with expert advice but no such person shall have the right to vote on any matter considered by the Board.</p> <p>(5) In the exercise of its functions, the Board shall act without fear or favor and shall not be subject to the direction or control of any other person or authority.</p>
<b>The bid evaluation</b>	No

<b>committee members require sufficient qualification without specific details.</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The bid evaluation committee members are not required to have any specific qualifications.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<b>19. Does the procuring authority issue a public procurement notice of the PPP project?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to section 16 (1) of the PPA, where the open advertised bidding method is used, the invitation to bid, or the invitation to pre-qualify, shall be published in a national newspaper with wide circulation and, in the case of international bidding, in selected international media with wide circulation as well.
<b>19.1. If yes, is the public procurement notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	<a href="http://publicprocurement.govmu.org/Pages/default.aspx">http://publicprocurement.govmu.org/Pages/default.aspx</a>
<b>20. Are foreign companies prohibited from participating in the bidding process?</b>	No

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 26(2) of the PPR provides that deadlines for submission of bids shall not be less than 30 days from the date of issuance of the invitation to bid through open advertised bidding method except in the case of submission of bids made solely by facsimile, e-mail or by any other electronic means.
<b>and the time in calendar days:</b>	30
<b>22.1. In a case comparable to the case study assumptions, which are the procurement procedures available and/or set as default for PPP projects? Open tendering: Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Pursuant to section 15 of the PPA: (1) Subject to subsection (2), the choice of procurement methods available to a public body shall be - (a) for the procurement of goods, other services and works, by - (i) open advertised bidding; [...] (2) (a) Except in the cases referred to in paragraph (d), procurement shall, in the case of goods, other services or works, be made by means of open advertised bidding, to which equal access shall be provided to all eligible and qualified bidders without discrimination. Section 17 refers to open national bidding, section 18 to open international bidding.
<b>22.2. Restricted tendering (with</b>	No

<b>pre-qualification stage): Available</b>	
<b>Default</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	<p>Pursuant to section 15 of the PPA: (1) Subject to subsection (2), the choice of procurement methods available to a public body shall be -</p> <p>(a) for the procurement of goods, other services and works, by -</p> <p>(i) open advertised bidding;</p> <p>(2) (b) Open advertised bidding proceedings may include a prequalification stage, or post qualification procedures, before selection of the winning bidder.</p> <p>Section 27 (1) : Prequalification shall be effected for the procurement of large or complex works.</p>
<b>22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	<p>Pursuant to section 15 of the PPA: (1) Subject to subsection (2), the choice of procurement methods available to a public body shall be -</p> <p>(a) for the procurement of goods, other services and works, by -</p> <p>(i) open advertised bidding;</p> <p>(2) (c) Open advertised bidding proceedings shall be carried out in a single stage or in two stages in the cases referred to in section 29.</p> <p>Section 29 indicates: (1) Open advertised bidding may be held in two stages where -</p> <p>(a) it is not feasible to fully define the technical or contractual aspects of the procurement to elicit competitive bids; or</p> <p>(b) because of the complex nature of the goods, other services or works to be procured, the public body wishes to consider various technical or contractual solutions, and to discuss with bidders the relative merits of those variants before deciding on the final technical specifications and contractual conditions.</p>
<b>22.4. Competitive dialogue: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.5. Direct negotiation with more than one candidate: Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	<p>Pursuant to section 19 (1) of the PPA, restricted bidding may be used -</p> <p>(a) where a public body has reason to believe that the goods, other services or works are only available from a limited number of bidders;</p>

	(b) where the time and cost of considering a large number of bids is disproportionate to the value of the procurement, having regard to such thresholds as may be prescribed; or (c) by limiting the participation in a particular procurement to those suppliers included on pre- approved supplier eligibility lists drawn up and maintained by the public body, in such manner as may be prescribed, so as to ensure that suppliers of specialized goods and services have and maintain the necessary technical and financial capability to provide them.
<b>22.6. Direct negotiation with only one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.7 Other. Specify:</b>	No
<b>Available</b>	n/a
<b>Default</b>	n/a
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 2 of the PPPA defines “request for proposal” as the specific terms of the project requirements, the procedures for submission of bids, the criteria for the evaluation of bids and includes a model agreement. Section 8.3.4 of the PPP Manual provides the content of Request for Qualifications: 1. Overview; 2. Overview of the selection process; 3. Instructions to RFQ Proponents; 4. Evaluation process and criteria; 5. Rules of procedure; 6. Glossary of terms.
<b>If no, please elaborate:</b>	n/a
<b>22.9. Do the tender documents specify the prequalification/s hortlisting criteria (when applicable) in order to make them available to all the bidders?</b>	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>According to Section 27 (3) of the PPA, where prequalification proceedings are held, the public body shall provide prequalification documents to all bidders responding to the invitation to pre-qualify, so as to provide them with the information required to prepare and submit applications for prequalification.</p> <p>According to section 8 of the PPP Manual, the REOI may comprise the following components: 5. Evaluation criteria.</p>
<b>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</b>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	<p>Every bid shall be evaluated according to the criteria and methodology set out in the bidding documents.</p>
<b>If no, please elaborate:</b>	<p>n/a</p>
<b>23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to section 8.3.5.3 of the PPP Manual, the Contracting Authority sets a date limit for the receipt of questions from the bidders, usually, 14 days prior to scheduled proposal submission.</p>
<b>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</b>	<p>Yes</p>
<b>If yes, please provide the relevant</b>	<p>No regulatory basis</p>

<b>legal/regulatory provisions (if any):</b>	
<b>23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	Yes
<b>If yes, please specify:</b>	Clarification's answers are in practice disclosed to all potential bidders.
<b>If no, please elaborate:</b>	n/a
<b>24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	<p>Section 8.3.5.2 of the PPP Manual makes provision for Pre-bid meeting:</p> <p>8.3.5.2.1 The implementing Contracting Authority may set up a date to organize a meeting whereby the latter as well as the bidders have the opportunity to seek clarifications. This helps them to have an understanding of the issues related to the project.</p> <p>8.3.5.2.2 The meeting may be held between 21 and 45 days after the issuance of the RFP. During the meeting, the Contracting Authority provides the prospective bidders with specific information, clarifies the bidding procedures, and gets feedback from the bidders. A site inspection is organized if applicable to the project. There is a written record of the meeting which is distributed to the participants preferably on the same day.</p> <p>If the Contracting Authority receives any question from a bidder after the conference, it should send a copy of the response to all the pre-qualified bidders.</p>
<b>24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the results of the pre-bid conference to all bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory</b>	According to 8.3.5.2.2 of the PPP Manual, there is a written record of the meeting which is distributed to the participants preferably on the same day. If the Contracting Authority receives any question from a bidder after the conference, it should send a copy of the response to all the pre-qualified bidders.

<b>provisions (if any):</b>	
<b>24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	Yes
<b>If yes, please specify:</b>	In practice, a written record of the meeting is distributed.
<b>If no, please elaborate:</b>	n/a
<b>25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate:</b>	<p>The regulatory framework mentions a financial proposal but not a financial model. The Procurement Act refers to the presentation of financial proposals only in respect of requests for proposal. Section 24(6) of the Procurement Act provides that where, in respect of consultancy services, the request for proposals method is used, the financial proposals of bidders who have secured the minimum pass mark in the technical evaluation shall then be considered and evaluated by the public body after a public announcement of the results of the technical evaluation.</p> <p>Section 26(4) of the PP Regulations also provides that a bidder shall enclose his technical and financial proposals, separately sealed if so required, in a single envelope.</p>
<b>26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?</b>	Yes

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Section 37(9) of the PPA provides that every bid shall be evaluated according to the criteria and methodology set out in the bidding documents.</p>
<b>Evaluation criteria is not set in the tender documents</b>	<p>No</p>
<b>27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.</b>	<p>No</p>
<b>Please specify and provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</b>	<p>No</p>
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>The procuring authority does</b>	<p>No</p>

<b>not award a PPP contract if only one proposal is submitted.</b>	
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework does not include any provisions.</b>	Yes
<b>28. Does the procuring authority publish the award notice?</b>	Yes
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	Section 40(7) of the PPA provides that a public body shall promptly publish, in such manner as may be prescribed, notice of every procurement award. Section 71(1) of the PPR further provides that in the case of procurement contracts whose value exceeds the prescribed amount, the public body shall cause a notice of the procurement contract to be published in its website within 7 days of the award of the contract.
<b>28.1. If yes, is the public procurement award notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	<a href="http://publicprocurement.govmu.org/pages/awards.aspx">http://publicprocurement.govmu.org/pages/awards.aspx</a>
<b>29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 40(3) of the PPA provides that a public body in relation to a procurement contract, the value of which is above the prescribed threshold shall notify the successful bidder in writing of the selection of its bid for award and a notice in writing shall be given to the other bidders, specifying the name and address of the proposed successful bidder and the price of the contract.
<b>If no, please elaborate:</b>	n/a
<b>29.1. If yes, does the notification of the result of the</b>	No

<b>PPP procurement process include the grounds for the selection of the winning bid?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to section 40 (4) of the PPA, in the absence of a challenge by any other bidder within 7 days of the date of the notice referred to in subsection (3), the contract shall be awarded to the successful bidder.
<b>and the time in calendar days:</b>	7
<b>30.1. Is the standstill period set out in the notice of intention to award?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of the</b>	Yes

<p><b>PPP contract in order to prevent an unfair disadvantage to the other bidders?</b></p>	
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Section 40(2) of the PPA provides that there shall be no negotiation between a public body and a selected bidder or other bidders except in such special circumstances as may be prescribed. No special circumstances have been prescribed to date. Section 40(2A) further provides that in the case of a major contract, the CPB shall, where special circumstances provided in subsection (2) apply, initiate and oversee the negotiation between a public body and a selected bidder or other bidders in accordance with such instructions as may be issued by the Policy Office.</p> <p>Section 8 of the PPR finally provides that negotiations may be carried out with a bidder or supplier where :</p> <ul style="list-style-type: none"> <li>(a) the lowest evaluated substantially responsive bid is substantially above the updated estimated costs and a re-bid exercise is considered not practical;</li> <li>(b) direct procurement from a single source is resorted to; or</li> <li>(c) emergency procurement under section 21 of the Procurement Act is resorted to.</li> </ul> <p>Section 10 of the PPPA indicates: (1) The Board- (c) shall make recommendations to the contracting authority for entering into negotiations with the preferred bidder.</p> <p>PPP manual Section 8.3.5.7 relates to Negotiation: The CTB may recommend the Contracting Authority to enter into negotiations with the preferred bidder. There are various dangers which must be avoided in this exercise:</p> <ul style="list-style-type: none"> <li>(i) negotiations may create an entirely new scope for the project. The Contracting Authority should stick to its needs and focus only on issues such as risk transfer, price mechanisms and affordability gaps;</li> <li>(ii) the private sector has more negotiating skills on PPP projects and may influence the project affordability and value for money. In order to mitigate this danger, negotiation may be limited to pre-determined items and the Contracting Authority should clarify its position on these before negotiations start; and</li> <li>(iii) there is a lack of structure for conducting negotiations. The negotiating team may not be constituted with the right members or negotiations may take a long time. This may be solved by setting out the negotiating structure prior to the commencement of negotiations.</li> </ul> <p>In case there are changes in the terms of the agreement which have a significant impact on the feasibility study, the Contracting Authority will have to seek the approval of the Financial Secretary.</p>
<p><b>31.1. Based on your experience, is it always the case that this restriction is respected in practice?</b></p>	<p>Yes</p>
<p><b>If yes, please specify:</b></p>	<p>Public bodies abide by the relevant legislation and guidelines.</p>
<p><b>If no, please elaborate:</b></p>	<p>n/a</p>

<b>32. Does the procuring authority publish the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP contract including all its annexes and appendixes</b>	n/a
<b>Publication of the full PPP contract without including all its annexes and appendixes</b>	n/a
<b>Publication of a summary of the PPP contract without publishing the full PPP contract</b>	n/a
<b>Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes</b>	n/a
<b>Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes</b>	n/a
<b>32.2. If yes, is it published online?</b>	n/a

If yes, please specify the website:	n/a
32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?	n/a
If yes, please provide the relevant legal/regulatory provisions (if any):	n/a
<b>PPP Contract Management</b>	
41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	<p>Section 4 (1) (a) provides: a contracting authority shall for the purposes of this Act - (ab) set up a project team and designate a suitable and qualified project officer to manage a project.</p> <p>According to section 2.16 of the PPP Manual, the responsibility of the contracting authority can be viewed under 2 headings, including (1) Contract management - to ensure that the roles and responsibilities of each party are understood and fulfilled according to the provisions of the project agreement and (2) Performance management - to perform as part of its management function a day-to-day assessment of the service provided.</p> <p>Section 2.18 further indicates the key to the successful management of any PPP contract is the setting up of monitoring and control systems to ensure that the performance standards set out in the contract are met.</p>
41.1. If yes, which of the following tools does it	Yes

<b>include (check all that apply)?: Establishment of a PPP contract management team</b>	
<b>Relevant legal/regulatory provisions (if any):</b>	<p>According to section 2.16 (a) of a PPP Manual, the contracting authority may set up a contract management team whose role is to :</p> <ul style="list-style-type: none"> <li>§ Monitor service delivery and assess the performance of the project relative to the standards specified in the project agreement;</li> <li>§ Ensure the provision of a quality service to the end of the operating period by spot-checking and monitoring performance throughout the life of the project;</li> <li>§ Ensure that the level of risk transfer specified in the project agreement is adhered to. Failure of the contractor to comply with standards should result in enhanced monitoring, proposals for rectification or payment reduction;</li> <li>§ Monitor during the construction phase the development of the facility both in terms of quality and time scales;</li> <li>§ Ensure the availability of the asset during the operational phase and the provision of services in accordance with the output specification. In the event of underperformance the contracting authority shall, following the provisions of the contract, impose payments penalties or may even terminate the contract.</li> </ul> <p>2.16b The contracting authority may also appoint a contract manager who shall be the formal point of contact between the contracting authority and the private partner for the duration of the construction and operational phases. The contract management role commences at the award of the contract stage and extends to the end of the operating period.</p> <p>2.16c The contract management structures should be put in place at the procurement to ensure that those involved are familiar with the details of the project and the project agreement.</p> <p>2.16d The contract management role shall commence at the award of the contract stage and shall extend to the end of the operating period.</p> <p>2.17 During the construction phase, the contract management team’s function will be to monitor the development of the facility both in terms of quality and time scale. During the operational phase the team’s concerns will include the availability of the asset, the provision of services in accordance with the output specification. In the event of underperformance, there should be provisions for payment penalties and ultimately for the termination of the contract by the contracting authority.</p>
<b>Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa</b>	<p>No</p>
<b>Relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>

<b>Elaboration of a PPP implementation manual or an equivalent document</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)</b>	No
<b>Relevant legal/regulatory provisions (if any):</b>	n/a
<b>41.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please select only one): The membership of the PPP contract management team is specified</b>	No

<b>and/or its members are required to meet detailed qualifications.</b>	
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The PPP contract management team members are required to meet sufficient qualification without specific details.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 4 (1) (a) of the PPPA provides: a contracting authority shall for the purposes of this Act - (ab) set up a project team and designate a suitable and qualified project officer to manage a project.
<b>The PPP contract management team members are not required to meet any specific qualifications.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<b>42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory</b>	Section 4 (1) (a) of the PPPA provides: a contracting authority shall for the purposes of this Act - (ab) set up a project team and designate a suitable and qualified project officer to manage a project. In practice, among this officer's attributions is tracking the progress of construction works.

<b>provisions (if any):</b>	
<b>42.1. If yes, is the PPP contract construction performance information made available to the public?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>42.2. If yes, is the PPP contract construction performance information made publicly available online?</b>	n/a
<b>If yes, please specify the website:</b>	n/a
<b>43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 8.5.18 of the PPP Manual provides for performance Monitoring: Since the private party will be paid based on output performance, the Contract has to specify the performance required, the means by which the Contracting Authority will be verifying the performance and the consequences if the private body does not meet the expected level. According to section 2.18 of the PPP Manual, the key to the successful management of any PPP contract is the setting up of monitoring and control systems to ensure that the performance standards set out in the contract are met.
<b>43.1. If yes, which of the following tools does it include (check all that apply)? Performance is assessed against</b>	Yes

<b>evaluation criteria set in the tender documents and the PPP contract</b>	
<b>Relevant legal/regulatory provisions (if any)</b>	<p>According to section 2.18 of the PPP Manual, the key to the successful management of any PPP contract is the setting up of monitoring and control systems to ensure that the performance standards set out in the contract are met.</p> <p>Section 8.5.18 of the PPP Manual provides for Performance Monitoring: Since the private party will be paid based on output performance, the Contract has to specify the performance required, the means by which the Contracting Authority will be verifying the performance and the consequences if the private body does not meet the expected level.</p>
<b>The procuring or contract management authority can abate (reduce) payments for non-performance of operating obligations under the PPP contract</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>The private partner must provide the procuring or contract management authority with periodic operational and financial data</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>The procuring or contract management authority must periodically gather information on the performance of the PPP contract</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	<p>Section 8.5.18 of the PPP Manual provides for Performance Monitoring: Since the private party will be paid based on output performance, the Contract has to specify the performance required, the means by which the Contracting Authority will be verifying the performance and the consequences if the private body does not meet the expected level.</p>

<b>The PPP contract performance information must be available to the public</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>43.2. Is PPP contract performance information made publicly available online?</b>	n/a
<b>If yes, please specify the website:</b>	n/a
<b>44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory/s tandard</b>	n/a

<b>contractual provisions (if any):</b>	
<b>45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first five years of operation).</b>	n/a
<b>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b>	n/a
<b>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</b>	n/a
<b>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b>	n/a
<b>In other cases, flexibility to change the ownership structure and/or assign the contract.</b>	n/a
<b>If yes, please provide the relevant</b>	n/a

<b>legal/regulatory/s tandard contractual provisions (if any):</b>	
<b>46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b>	<p>Section 46(2) of the PPA provides that any amendment to the contract, other than changes which do not alter the basic nature or scope of the contract, shall be expressly agreed by the parties in writing.</p> <p>Section 46(3) further provides that an amendment to the contract that will increase the contract value by more than 25 percent shall require fresh procurement proceedings. However section 46(4) provides that no formal amendment of the contract shall be required where the public body wishes to make a variation or invokes a contract price adjustment which is expressly authorized in the contract.</p>
<b>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</b>	<p>No</p>
<b>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b>	<p>n/a</p>
<b>46.2. If yes to question 46, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or</b>	<p>No</p>

<b>object of the contract.</b>	
<b>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b>	n/a
<b>A change in the risk allocation of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b>	n/a
<b>A change in the financial and/or economic balance of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b>	n/a
<b>A change in the duration of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b>	n/a
<b>A change in the agreed price or tariff.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/s tandard</b>	Section 46(3) further provides that an amendment to the contract that will increase the contract value by more than 25 percent shall require fresh procurement proceedings. However section 46(4) provides that no formal amendment of the contract shall be required where the public body wishes to make a variation or invokes a contract price adjustment which is expressly authorized in the contract.

<b>contractual provisions (if any):</b>	
<b>46.3. Can the procuring authority unilaterally modify a PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b>	n/a
<b>47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b>	<p>Section 46(1) of the PPA provides that a procurement contract shall include the modalities of 'force majeure'.</p> <p>Section 8.5.25.3 of the PPP Manual provides for termination due to Force Majeure: the force majeure events that can lead to the termination of the contract have to be defined in the contract. In case the force majeure occurs, the Contracting Authority should pay compensation to the private body reflecting the principle that the force majeure is neither party's fault and the financial consequences should be shared.</p>
<b>Material Adverse government action .</b>	No
<b>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b>	n/a

<b>Change in the Law.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b>	Change in law is regulated by section 8.5.23 of the PPP Manual : the private body has to abide with all legislation. The price quoted should take into consideration the current legislation. It is natural for changes to occur in the legislation of a country. If the legislative changes relate directly to the project, then the risk has to be taken by the Contracting Authority. In case the changes relate to the general regulation, such as changes in tax, then the private body may be asked to bear the risk.
<b>Refinancing.</b>	No
<b>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b>	n/a
<b>Subcontracting and replacement of the subcontractors.</b>	No
<b>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b>	n/a
<b>48. Does the regulatory framework (including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the implementation of PPP contracts?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/s</b>	Section 6 (4) of the PPPA provides that every agreement shall provide for disputes between the private party and the contracting authority to be settled by arbitration, according to the rules defined in the agreement.  Dispute Resolution is regulated by section 8.5.30 of the PPP Manual. A dispute resolution

<b>standard contractual provisions (if any):</b>	<p>procedure must be specified in the Contract. The following three-stage process may be used:</p> <p>a) the public and private parties consult each other for a fixed time period in an attempt to come to a mutually satisfactory agreement;</p> <p>b) a third party expert may be appointed as specified in the contract to take decision; and</p> <p>c) if either party disagrees with the expert's decision, it may refer the matter to the court for a final and binding decision.</p>
<b>48.1. If yes, please specify which of the following options are available (check all that apply): Local administrative review body</b>	No
<b>If yes, please specify:</b>	n/a
<b>Local courts</b>	No
<b>Domestic arbitration</b>	Yes
<b>International arbitration</b>	Yes
<b>Investor-State Dispute Settlement (ISDS)</b>	Yes
<b>Mediation</b>	Yes
<b>Please provide the relevant legal/regulatory/standard contractual provisions (if any)</b>	Section 6 (4) of the PPPA provides that every agreement shall provide for disputes between the private party and the contracting authority to be settled by arbitration, according to the rules defined in the agreement.
<b>48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	Article 1026-8 of the Code of Civil procedure provides for exequatur of arbitral decisions.
<b>International arbitration</b>	Yes

<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	<p>Section 36 of the International Arbitration Act 2008 provides: The Convention on the Recognition and Enforcement of Foreign Arbitral Awards Act 2001 shall apply to the recognition and enforcement of awards rendered under this Act.</p> <p>Mauritius accessed the New-York Convention on 19 Jun 1996 .</p>
<b>Investor-State arbitration</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	<p>The ICSID convention entered into force on Jul 02, 1969 in Mauritius.</p>
<b>49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV) in financial difficulty prior to insolvency?</b>	<p>No</p>
<b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>	<p>n/a</p>
<b>50. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either</b>	<p>No</p>

<p><b>the private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?</b></p>	
<p><b>If yes, please provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b></p>	n/a
<p><b>50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.</b></p>	n/a
<p><b>If yes, please specify and provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b></p>	n/a
<p><b>The regulatory framework prescribes that a direct agreement should be signed with the lenders.</b></p>	n/a
<p><b>If yes, please specify and provide the relevant legal/regulatory/s tandard contractual</b></p>	n/a

<b>provisions (if any):</b>	
<b>The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.</b>	n/a
<b>If yes, please specify and provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b>	n/a
<b>Other.</b>	n/a
<b>Please Specify:</b>	n/a
<b>51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b>	<p>Section 48(a) of the PPA provides that a public body may terminate a procurement contract for its convenience at any time upon a determination that because of changed circumstances the continuation of the contract is not in the public interest. Other termination events are contractual matters to be agreed by the parties.</p> <p>According to section 8.5.25 of the PPP Manual, a contract may terminate naturally at its expiry date or as a result of early termination. Early termination may be caused by Public or Private body default, force majeure or corruption. In case of termination, the contract should here specify what will happen to the assets and how much the private body will have to compensate, if applicable. Early termination may occur due to the following reasons: Contracting Authority Default; private sector Default; Force Majeure; Corrupt Gifts and Fraud; Voluntary Termination by Contracting Authority (sections 8.5.25.1 to 8.5.25.5)</p>
<b>51.1. If yes, does the regulatory framework (including standard</b>	Yes

<b>contractual clauses) establish the consequences for the termination of the PPP contract?</b>	
<b>If yes, please specify and provide the relevant legal/regulatory/s tandard contractual provisions (if any):</b>	<p>Section 48(b) of the PPA provides that upon such a termination, the contractor will be entitled to reimbursement of expenses incurred in the performance of the contract, but will not be entitled to recover anticipated profits on the completion of the contract.</p> <p>Section 64(1) of the PPR further provides that where the contract is terminated for convenience, the public body shall authorize payment for the value of the work done, goods or services supplied, the reasonable cost of removal of equipment, repatriation of the supplier’s personnel employed solely on the works, and the supplier’s costs of protecting and securing the works, where applicable, and less any advance payment received by the contractor up to the date of the notice of termination.</p> <p>According to section 8.5.25 of the PPP Manual, a contract may terminate naturally at its expiry date or as a result of early termination. Early termination may be caused by Public or Private body default, force majeure or corruption. In case of termination, the contract should here specify what will happen to the assets and how much the private body will have to compensate, if applicable. Early termination may occur due to the following reasons:</p> <p>8.5.25.1 Termination on Contracting Authority Default: The private body should be given the right to terminate the contract where the Contracting Authority acts in a way which renders their contractual relationship untenable or completely frustrates the private body’s ability to deliver the service. The level of compensation payable upon termination must be set out in the contract.</p> <p>8.5.25.2 Termination on private sector Default: The contract should specify the events of private body’s default that may lead to termination. The amount of compensation payable on private sector default should be specified.</p> <p>8.5.25.3 Termination on Force Majeure: The force majeure events that can lead to the termination of the contract have to be defined in the contract. In case the force majeure occurs, the Contracting Authority should pay compensation to the private body reflecting the principle that the force majeure is neither party’s fault and the financial consequences should be shared.</p> <p>8.5.25.4 Termination on Corrupt Gifts and Fraud: The contract must be terminated if it has been found that there has been corrupt acts or fraud involving members of the private party and the Contracting Authority.</p> <p>8.5.25.5 Voluntary Termination by Contracting Authority: In case the Contracting Authority is no longer able to continue the relationship for any reason, for instance, policy change, it may wish to keep the right to terminate the contract voluntarily, provided the private body is compensated in full.</p>
<b>Unsolicited Proposals</b>	
<b>34. Are unsolicited proposals in Mauritius: (choose only one):</b>	No

<b>Explicitly prohibited by the legal framework? (If prohibited, skip to section F)</b>	
<b>Explicitly allowed by the legal framework?</b>	Yes
<b>Not regulated by the legal framework, but do happen in practice?</b>	No
<b>Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)</b>	No
<b>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</b>	<p>Section 3C(1) of the PPPA provides that any person may, identify a project to be implemented under an agreement and submit to the contracting authority (a) a description thereof; and (b) an estimated costs of the feasibility study of the project.</p> <p>The PPP Unit (now BOT Unit) published a document “step by step process for unsolicited PPP proposal”, available at:  <a href="http://bot.govmu.org/English/Public%20Private%20Partnership/Documents/step%20by%20step%20PPP%20process.pdf">http://bot.govmu.org/English/Public%20Private%20Partnership/Documents/step%20by%20step%20PPP%20process.pdf</a>.</p>
<b>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b>	<p>The Step by step process indicates: A private promoter (herein after referred to as the Original Proponent) submits a project concept and the proposed cost of a detailed feasibility study to the contracting authority.</p> <p>The contracting authority will examine the project concept in line with the relevant sector strategies and investment programme. The contracting authority will make an assessment as to whether the project can be considered for implementation under a PPP arrangement.</p>
<b>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the</b>	Yes

<b>unsolicited proposal?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Sections 3C(3)-(4) of the PPPA provide that on receipt of a project, the contracting authority shall, within 15 working days, refer the project to the PPP Committee together with its recommendations. Where the PPP Committee recommends the retention of the project, the contracting authority shall, within 5 working days, request the person to submit a proposal in relation thereof, containing :</p> <p>(a) details of his technical, commercial, managerial and financial capabilities;</p> <p>(b) a feasibility study containing the technical and commercial details of the project; and</p> <p>(c) the nature of information which is proprietary.</p>
<b>36. Which of the following options best describe how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.</b>	<p>No</p>
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	<p>n/a</p>
<b>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</b>	<p>Yes</p>

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>The step by step process indicates: The contracting authority will examine the project concept in line with the relevant sector strategies and investment programme. The contracting authority will make an assessment as to whether the project can be considered for implementation under a PPP arrangement.</p>
<b>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</b>	<p>No</p>
<b>Please elaborate and provide examples:</b>	<p>n/a</p>
<b>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Section 3C (8) of the PPPA, the contracting authority shall follow the procedures relating to the invitation for request for proposal in accordance with this Act. The step by step process indicates: If the technical proposal of the original proponent is accepted, the contracting authority must prepare Request for Proposal (RFP) documents which will be based on information contained in the technical proposal of the original proponent. The RFP documents must be approved by the Central Procurement Board (CPB) before bids are invited.</p>
<b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to Section 3C (8) of the PPPA, the contracting authority shall follow the procedures relating to the invitation for request for proposal in accordance with this Act. The PPPA requires to apply the PPA and PPR for tendering. Consequently, section 26(2) of the PPR applies, and provides that deadlines for submission of bids shall not be less than 30 days from the date of issuance of the invitation to bid through open advertised bidding</p>

	method except in the case of submission of bids made solely by facsimile, e-mail or by any other electronic means.
<b>and the time in calendar days:</b>	30
<b>39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.</b>	No
<b>39.2 Developer's fee (reimbursing the original proponent for the project development cost).</b>	Yes
<b>39.3 Bid Bonus.</b>	Yes
<b>39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).</b>	No
<b>39.5 Other.</b>	No
<b>Please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	<p>Pursuant to section 3C (7) of the PPP Act, the contracting authority shall specify in the request for proposal referred to in section 4(1)(d) that in case the price quoted by the person making the proposal is within the range of 10 per cent when compared with the price quoted by a preferred bidder, the person making the proposal shall be the preferred bidder. Section 3C (9) indicates that, where the person making the proposal under this section - (a) is not the successful bidder, the contracting authority shall - (i) compensate the person for the costs of the feasibility study referred to in subsections (1) and (2).</p> <p>The step by step process indicates: "The contracting authority will claim such cost from the successful bidder."</p>

## PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN MAURITIUS (CONCESSION)

SURVEY QUESTION	ANALYSIS
<b>PPP Regulatory Framework</b>	
<b>2. Does the regulatory framework in your country allow procuring PPPs?</b>	Yes
<b>If yes, please specify the relevant regulatory framework and the year of adoption:</b>	<p>In Mauritius, both public-private partnership and Build-Operate-Transfer Contracts meet our study’s definition of public-private partnerships. While PPPs are regulated by a PPP Act and public procurement regulations, the BOT Act excludes the application of those regulations. Therefore, those 2 types of contracts are analyzed separately.</p> <p>The Build Operate Transfer Projects Act 2016, Act no 1 of 2016, was voted on the 29th March and came into force on the 5th of April (“BOT Act”). Its article 3 indicates: “(1) The Public-Private Partnership Act and the Public Procurement Act shall not, subject to subsection (2), apply to any BOT project under this Act.”</p> <p>The BOT Act is completed by BOT Circular No 2 of 2016 - BOT Projects Guidance Manual (“BOT Manual”).</p> <p>According to article 2 of the BOT Act, “BOT project” – (a) 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 (b) includes any agreement which may provide for a project based on BOOT (Build, Own, Operate and Transfer), DBFOT (Design, Build, Finance, Operate and Transfer) or MOT (Modernise, Own/Operate and Transfer) models.</p>
<b>and provide a link to a government–supported website where the mentioned regulatory framework is available or provide an electronic copy of it:</b>	<p>(1) Build Operate Transfer Projects Act 2016 - <a href="https://supremecourt.govmu.org/HighlightDoc/No%20%2001%20-%20THE%20BUILD%20OPERATE%20TRANSFER%20PROJECTS%20ACT%202016.pdf">https://supremecourt.govmu.org/HighlightDoc/No%20%2001%20-%20THE%20BUILD%20OPERATE%20TRANSFER%20PROJECTS%20ACT%202016.pdf</a></p> <p>(2) BOT Projects Guidance Manual: <a href="http://bot.govmu.org/English/Circulars/Documents/BOT%20circular%20No%202%20of%202016%20-%20BOT%20Projects%20Guidance%20Manual.pdf">http://bot.govmu.org/English/Circulars/Documents/BOT%20circular%20No%202%20of%202016%20-%20BOT%20Projects%20Guidance%20Manual.pdf</a></p>
<b>2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?</b>	Yes
<b>Please describe:</b>	<p>(1) Build Operate Transfer Projects Act 2016</p> <p>(2) BOT Circular No 2 of 2016 - BOT Projects Guidance Manual</p> <p>(3) BOT Circular No 1 of 2016 - Embarking on Build Operate Transfer Projects</p>

<b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b>	Yes
<b>Please describe:</b>	Amendments to Build Operate Transfer Projects Act - BOT Circular No. 1 of 2017 gazetted on 24 July 2017
<b>3.1 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Transportation.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>3.2 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Energy generation and distribution.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions:</b>	n/a
<b>3.4 Besides national defense and other matters of national security, does the regulatory framework</b>	No

explicitly prohibit or restrict PPPs in any of the following sectors?: <b>Telecom</b>	
If yes, please provide the relevant legal/regulatory provisions:	n/a
<b>3.5 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Other</b>	No
If yes, specify and provide the relevant legal/regulatory provisions:	n/a
<b>4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?</b>	No
If yes, please specify and provide the relevant legal/regulatory provision (if any):	n/a
<b>5. Please identify the PPP procuring authorities in Mauritius and provide their website(s) (if available):</b>	Pursuant to article 2 of the BOT Act, “contracting authority” means 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; <a href="http://www.govmu.org/English/GovernmentBodies/Pages/default.aspx">http://www.govmu.org/English/GovernmentBodies/Pages/default.aspx</a>
<b>6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?</b>	Yes
If yes, please indicate its name, and its website (if available):	Section 5 of the BOT Act provides for the functions of BOT projects Unit. <a href="http://bot.govmu.org">http://bot.govmu.org</a>

<b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b>	Yes
<b>6.2 PPP capacity building for other public authorities.</b>	Yes
<b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>	No
<b>6.4 Technical support in implementing PPP projects.</b>	No
<b>6.5 Identification and selection of PPP projects from the pipeline.</b>	No
<b>6.6 Revision of fiscal risks born by the Government.</b>	No
<b>6.7 Consultation with affected communities on potential impact of PPP projects.</b>	No
<b>6.8 Approval of PPP projects.</b>	Yes
<b>6.9 Undertaking the procurement of PPPs.</b>	No
<b>6.10 Oversight of PPP implementation.</b>	No
<b>6.11 Other</b>	No
<b>6.11 please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions:</b>	<p>Pursuant to section 5 of the BOT Act: The BOT Projects Unit of the Procurement Policy Office shall –</p> <ul style="list-style-type: none"> <li>(a) formulate policies, including directives, procedures and guidelines on BOT projects;</li> <li>(b) issue templates in relation to BOT projects;</li> <li>(c) assess any feasibility report submitted by a contracting authority and submit its comments and findings to the contracting authority, regarding, inter alia – <ul style="list-style-type: none"> <li>(i) affordability;</li> <li>(ii) value for money; and</li> <li>(iii) sharing of technical, operational, commercial and financial obligations and responsibilities among the parties;</li> </ul> </li> <li>(d) maintain a register of BOT projects; and</li> <li>(e) conduct training programmes on BOT Projects.</li> </ul>
<b>PPP Preparation</b>	

<b>8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?:</b>	n/a

<b>Accounting and reporting according to International Public Sector Accounting Standards (IPSAS).</b>	
<b>Accounting and reporting according to other international standard (e.g. European System of Accounts).</b>	n/a
<b>Please specify:</b>	n/a
<b>Other.</b>	n/a
<b>Please specify:</b>	n/a
<b>9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?</b>	Yes
<b>If yes, please specify the relevant authority</b>	Central Procurement Board shall “examine and approve the request for proposal documentation to be issued by the contracting authority”.
<b>and provide the relevant legal/regulatory provisions (if any):</b>	<p>According to Section 10(1)(a) of the BOT Projects Act, the Central Procurement Board shall “examine and approve the request for proposal documentation to be issued by the contracting authority”.</p> <p>Pursuant to section 5 of the BOT Act: The BOT Projects Unit of the Procurement Policy Office shall –</p> <p>(c) assess any feasibility report submitted by a contracting authority and submit its comments and findings to the contracting authority, regarding, inter alia –</p> <p>(i) affordability;</p> <p>(ii) value for money; and</p> <p>(iii) sharing of technical, operational, commercial and financial obligations and responsibilities among the parties;</p>
<b>9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before</b>	Yes

<b>signing the PPP contract?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Section 10 of the BOT Act provides: (1) The Central Procurement Board shall, in respect of a BOT project, other than a BOT project referred to in section 3(2) – (d) recommend the contracting authority to enter into an agreement with a private party.</p>
<b>10. Does the procuring authority use transaction advisors during the PPP project cycle?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Annex 2 of the BOT Manual refers to hiring transaction advisors. As stated in section 7(2) of the BOT Projects Act and described in Section 3 of this Manual, a contracting authority is required to set up a project team which will be responsible for management of a BOT project. Although the project team is responsible for the management of the project, it may not itself have adequate relevant skills or resources to carry out all the tasks, including conducting the feasibility study and preparing the procurement documents. The project team may thus consider appointing a transaction advisor to carry out all such tasks under its close supervision. A BOT transaction advisor is a single or team of experts, having skills and experience on financial, legal, technical and project management matters related to BOT projects. The BOT transaction advisor is usually recruited to conduct feasibility study for a project and upon approval of the study its services may be extended for assistance in the procurement phase of the project. The Terms of Reference for a BOT transaction advisor may include the following components [...].</p> <p>The transaction advisor has to be recruited on the basis of the provisions of the Public Procurement Act. The transaction advisor will be remunerated on the basis of deliverables which will be specified in its contract. It is recommended to include a success fee payable upon successful recruitment of the private party. The BOT agreement may be structured such that the payment of the success fee is effected by the private party upon signature of the agreement.</p>
<b>11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework):</b> <b>The regulatory</b>	<p>Yes</p>

<p><b>framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific procedure to ensure the consistency of PPPs with other public investment priorities.</b></p>	
<p><b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>According to BOT Circular No 1 of 2016, to trigger the BOT project process, public bodies have to identify potential BOT projects satisfying, inter alia, a combination of the following criteria prior to submitting the identified BOT project to the BOT Projects Unit for registration:</p> <ul style="list-style-type: none"> <li>(i) Customer service will be improved through the project;</li> <li>(ii) The project will generate third party revenue;</li> <li>(iii) Private funds will be raised through the BOT project;</li> <li>(iv) Services will be expanded to a broader range of end users;</li> <li>(v) The BOT arrangement will bring innovation;</li> <li>(vi) Risks not effectively managed by the public sector will be transferred to the private sector; and/or</li> <li>(vii) The BOT arrangement as an alternative to traditional procurement has the potential to reduce the cost of delivering the service/ infrastructure under the project.</li> </ul> <p>Section 2 of the BOT Manual indicates: A public sector project is usually identified by the relevant public body. The latter may at the outset decide to pursue the project along the BOT project process route if it considers that the project would require substantial private participation. After consultation with the BOT Projects Unit, the public body would be required to seek Cabinet approval before proceeding with the BOT process.</p> <p>If the BOT option is not considered during the initial stage, a public body would be required to either submit the project for consideration by the Ministry of Finance and Economic Development (MOFED) (if the project value is below Rs 25 M) or submit same to the Projects Plan Committee (PPC).</p> <p>Projects received by the PPC would be evaluated for inclusion in the Public Sector Investment Program (PSIP). The latter may also alternatively, in consultation with the BOT Projects Unit, recommend the project as a potential BOT. In such a case, the public body would be required to seek Cabinet approval before proceeding with the BOT process.</p> <p>Once a project obtains Cabinet approval to be pursued as a potential BOT project, the contracting authority will be required to submit same to the BOT Projects Unit for registration as per Section 5(d) of the Act.</p>
<p><b>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without</b></p>	<p>No</p>

<b>establishing a specific procedure to achieve that goal.</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</b>	No
<b>If yes, please elaborate:</b>	n/a
<b>The procuring authority does not evaluate PPPs against existing government priorities.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<b>11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?</b>	No Data
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	The BOT Act was adopted in April 2016; there is therefore no established practice.
<b>12.1 Which of the following assessments are conducted when identifying and preparing a PPP in order to inform the decision to proceed with it? (check all that apply): Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Within the option analysis is included an analysis of the socio-economic aspects of each option (Section 4.11 (v) of the BOT Manual)

<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No Data
<b>Details:</b>	The BOT Act was adopted in April 2016, there is therefor no established practice.
<b>12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Section 5 (c) (i) of the BOT Act requires the BOT Unit to assess any feasibility report submitted by a contracting authority and submit its comments and findings to the contracting authority, regarding affordability.
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	<p>Sections 4.31 to 4.34 relate to affordability analysis: Affordability analysis is a major component of the BOT feasibility report. 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.</p> <p>"Affordable", in relation to a 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. A particular BOT contract may not be affordable even though it brings VFM.</p> <p>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. An example of items which may be included is provided in Annex 4.</p> <p>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.</p>
<b>Is the assessment done in practice?</b>	No Data
<b>Details:</b>	The BOT Act was adopted in April 2016; there is therefore no established practice.
<b>12.3. Risk identification, allocation and assessment (risk matrix)</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	Section 8(1)(c) of the BOT Act requires the BOT feasibility report to contain the sharing of technical, operational, commercial and financial obligations and

	responsibilities among the parties.
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	<p>Pursuant to Sections 4.12 to 4.17 of the BOT Manual: An appropriate approach in identifying and allocating risk/responsibilities is that they should be allocated to the party who is best able to take and manage a particular activity/risk. A party responsible for that risk/activity should receive the rewards or losses associated with changes related to that activity. Obviously, the allocation of responsibilities in a BOT project will vary with the nature and objectives of the project.</p> <p>Some risk/responsibilities typically borne by the private sector are as follows:</p> <ul style="list-style-type: none"> <li>a) Construction risk of physical assets, including risks that the construction is not completed on time and within budget;</li> <li>b) Design risk of physical assets and work processes including risk of asset not being as per specifications;</li> <li>c) Asset quality risk relating to risk that the assets are not properly maintained over project cycle, and</li> <li>d) Performance risk for assets not operating adequately to deliver level of services as per agreed performance standards.</li> </ul> <p>Some examples of responsibilities which may be shared between the private party and the contracting authority may relate to:</p> <ul style="list-style-type: none"> <li>a) Obtaining planning permission for the facilities to be developed;</li> <li>b) Ensuring that demand for the service matches the planned levels;</li> <li>c) Managing costs to meet general changes in legislation;</li> <li>d) Ensuring that the physical assets have a certain residual value at the end of the contract;</li> <li>e) Ensuring that optimal technology is used to deliver the required services, and</li> <li>f) option to share gains in application of new technology and cheaper refinancing during operation phase.</li> </ul> <p>Some examples of responsibilities that the public sector may take include:</p> <ul style="list-style-type: none"> <li>a) Managing increase in costs due to inflation by indexing payments to the private party in accordance with an agreed price index, and</li> <li>b) Cost related to unforeseen policy change impacting directly on the BOT project operation cost.</li> </ul> <p>Annex 3 relates to allocation of Risks and provides more details on the methodology.</p>
<b>Is the assessment done in practice?</b>	No Data
<b>Details:</b>	The BOT Act was adopted in April 2016; there is therefore no established practice.
<b>12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives (i.e. value for money analysis,</b>	Yes

<b>public sector comparator)</b>	
<b>Relevant legal/regulatory provision (if any)</b>	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 Act.
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	Pursuant to Section 4.11 of the BOT Manual: For guidance, the scope of the options analysis has to include the following: a) A list of all the options being considered as a proposed solution; b) Evaluation of each option to cover the following components: (i) 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; (ii) Preliminary analysis on its financial impacts; (iii) How the option can to be funded and its affordability; (iv) Description of major risks under each option; (v) Socio-economic aspects of each option; (vi) Service delivery arrangements; (vii) Transitional management issues, for example, on retention, redeployment and or redundancy of existing staff in the new working environment; (viii) Comprehensive technical analysis and physical site conditions analysis, if required ; (ix) Any major legal issues; (x) Market capability to respond to the options, and (xi) Qualitative benefits. c) Selection of the best option with adequate reasons for the preference.
<b>Is the assessment done in practice?</b>	No Data
<b>Details:</b>	The BOT Act was adopted in April 2016; there is therefore no established practice.
<b>12.5. Financial viability or bankability assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	As part of the option analysis section of the Feasibility Report and pursuant to Section 4.11 of the BOT Manual, the scope of the options analysis will include in particular in reference to financial viability both: (ii) Preliminary analysis on its financial impacts; and (x) Market capability to respond to the options
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No Data
<b>Details:</b>	The BOT Act was adopted in April 2016; there is therefore no established practice.
<b>12.6. Market sounding and/or assessment (showing evidence of</b>	Yes

<b>investors' interest in the market for the project)</b>	
<b>Relevant legal/regulatory provision (if any)</b>	<p>Pursuant to Sections 4.29 and 4.30 of the BOT Manual: 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.</p> <p>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.</p>
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	<p>Sections 4.29 and 4.30 of the BOT Manual: 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.</p> <p>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.</p>
<b>Is the assessment done in practice?</b>	No Data
<b>Details:</b>	The BOT Act was adopted in April 2016; there is therefore no established practice.
<b>12.7. Environmental impact assessment</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	<p>Part IV of the environment protection act 2002 relates to environmental impact assessment :</p> <p>Section 15 (2) No proponent shall commence, proceed with, carry out, execute, or conduct or cause to be commenced, proceeded with, carried out, executed or conducted –</p> <p>(a) an undertaking specified in Part A of the First Schedule, without an approval of a preliminary environmental report in accordance with section 16;</p> <p>(b) an undertaking specified in Part B or Part C of the First Schedule, without an EIA license;</p>

	First schedule include a list of activities, of which numerous can be undertaken through a BOT contract.
<b>Is there a specific methodology for the assessment?</b>	Yes
<b>If yes, please elaborate</b>	<p>Sections 16 and 18 of the Act provide for environment impact assessment.</p> <p>Section 16. Preliminary environmental report</p> <p>(2) A preliminary environmental report shall contain a description of the undertaking with particulars of -</p> <ul style="list-style-type: none"> <li>(a) its location and its surroundings;</li> <li>(b) its process, design and size;</li> <li>(c) any data or information necessary to identify and assess the effects which the undertaking is likely to have on the environment, people and society;</li> <li>(d) the measures which the proponent proposes to take to avoid, reduce and, where possible, remedy any significant effect that the undertaking is likely to have on the environment; and</li> <li>(e) such other aspects of the undertaking as the Director may require.</li> </ul> <p>(3) A preliminary environmental report shall be accompanied by -</p> <ul style="list-style-type: none"> <li>(a) a site plan indicating the location of the undertaking;</li> <li>(b) a non-technical summary, where the report is prepared by a consultant;</li> <li>(c) a certificate issued by a notary expressing his opinion as to the ownership of the land on which the undertaking is to be executed, or where the proponent is not the owner of the land, by a written evidence of the permission of the owner, and a certificate issued by a notary expressing his opinion as to the owner's title.</li> </ul> <p>Section 18. Application for an EIA license</p> <p>(2) The EIA report shall contain a true and fair statement and description of the undertaking as proposed to be carried out by the proponent, and shall include-</p> <ul style="list-style-type: none"> <li>(a) the name and address of the proponent;</li> <li>(b) the ownership of the undertaking and of the land on which it is being conducted;</li> <li>(c) the name, address and qualifications of the consultant who prepared the EIA;</li> <li>(d) the precise location and surroundings of the undertaking, the zoning of the site and the number of similar undertakings in the area;</li> <li>(e) the principle, concept and purpose of the undertaking;</li> <li>(f) the direct or indirect effects that the undertaking is likely to have on the environment;</li> <li>(g) an assessment of the social, economic and cultural effects which the undertaking is likely to have on the people and society;</li> <li>(h) any actions or measures which the proponent proposes to take to avoid, prevent, change, mitigate or remedy, as far as possible, the likely effects of the undertaking on the environment;</li> <li>(i) an assessment of the inevitable adverse environmental effects that the undertaking is likely to have on the environment, people and society, where it is implemented in the manner proposed by the proponent;</li> <li>(j) an accurate assessment of the irreversible and irretrievable commitment of resources which will be involved in the undertaking, where it is implemented in the manner proposed by the proponent;</li> <li>(k) any alternative manner or process in which the undertaking may be carried out so</li> </ul>

	<p>as to cause less harm to the environment;</p> <p>(l) an environmental monitoring plan;</p> <p>(m) information pertaining to the decommissioning of the project at the end of its life cycle and associated impacts, proposed measures to return the site as far as possible to its former state, or rehabilitation measures;</p> <p>(n) in the case of a new infrastructure proposal, an environmental management plan to be implemented during the construction phase; and</p> <p>(o) such other information as may be necessary for a proper assessment and review of the potential impact of the undertaking on the environment, people and society.</p>
<b>Is the assessment done in practice?</b>	No Data
<b>Details:</b>	The BOT Act was adopted in April 2016; there is therefore no established practice.
<b>12.8. Consultation process with affected communities on potential impact of the PPP project</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	EIA includes an assessment of the social, economic and cultural effects which the undertaking is likely to have on the people and society (Section 18 (2) (g) of the Environmental Protection Act) and shall be open for public inspection (section 20).
<b>Is there a specific methodology for the assessment?</b>	No
<b>If yes, please elaborate</b>	n/a
<b>Is the assessment done in practice?</b>	No Data
<b>Details:</b>	The BOT Act was adopted in April 2016; there is therefore no established practice.
<b>13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents (for example, as part of an Information Memorandum to the bidders)?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to section 5.39 of the BOT Manual: For certain projects there is the need to provide further information, such as, feasibility studies, design analyses, forecasts, drawings, maps, or other data as part of the RFP.
<b>and specify which of the assessments are included in the request for proposals and/or tender documents:</b>	The provision only indicates “feasibility studies”, contributors provide this encompasses all studies referred to in question 12.
<b>13.1. Are the assessments published online?</b>	No

<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>specify the website</b>	n/a
<b>please specify which of the assessments are published online:</b>	n/a
<b>14. Does the procuring authority include a draft PPP contract in the request for proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to sections 5.35 to 5.37 of the BOT Manual, the bidders must understand what type of agreement they are expected to sign right before they make a proposal. That part of the RFP which specifies the important conditions of the Contract is known as the "Term Sheet". The Term Sheet includes the basic obligations of both parties. It also specifies the type of BOT Contract. A bidder may accept all the conditions in the Term Sheet or it can propose changes. After the private party is selected, during negotiation, the clauses of the contract are then finalized.
<b>If no, please elaborate</b>	n/a
<b>14.1. Are the tender documents published online?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and please specify the website:</b>	n/a
<b>15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?</b>	No
<b>If yes, please specify and provide a government-supported website where the mentioned standards are available or provide an electronic copy of them:</b>	n/a
<b>16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the</b>	No

<b>following requirements? Obtaining the required urban permits: Procuring authority (or other Government entity)</b>	
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes

<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.4. Obtaining the required land: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>16.5. Obtaining the required right of way: Procuring authority (or other Government entity)</b>	No
<b>Private Partner</b>	No
<b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>	No
<b>To be established in the contract</b>	Yes
<b>Relevant legal/regulatory provision (if any)</b>	No regulatory basis
<b>PPP Procurement</b>	
<b>18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.</b>	Yes

<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Section 10(1)(b) of the Act states that the CPB will “evaluate bids in accordance with its rules and procedures”.</p> <p>Section 8 of the PPA indicates:</p> <p>(1) There is established a Central Procurement Board, which shall be a body corporate, to be responsible for the approval of the award of major contracts by public bodies and which shall consist of -</p> <p>(a) a Chairperson;</p> <p>(b) 2 Vice-Chairpersons; and</p> <p>(c) 3 other persons, having wide experience in legal, administrative, economic, financial, engineering, scientific or technical matters and appointed by the President of the Republic, acting in accordance with the advice of the Prime Minister tendered after the Prime Minister has consulted the Leader of the Opposition, on such terms and conditions as may be determined by the Prime Minister.</p> <p>(2) Every member shall hold office for a period not exceeding 3 years and shall be eligible for re-appointment for one additional term.</p> <p>(3) The President shall, on the advice of the Prime Minister, at any time terminate the appointment of a member who has been guilty of -</p> <p>(a) any misconduct, default or breach of trust in the discharge of his duties;</p> <p>(b) an offence of such nature as renders it desirable that his appointment should be terminated.</p> <p>(4) The Board may co-opt other persons capable of assisting it with expert advice but no such person shall have the right to vote on any matter considered by the Board.</p> <p>(5) In the exercise of its functions, the Board shall act without fear or favor and shall not be subject to the direction or control of any other person or authority.</p>
<p><b>The bid evaluation committee members require sufficient qualification without specific details.</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>The bid evaluation committee members are not required to have any specific qualifications.</b></p>	<p>No</p>
<p><b>Please elaborate and provide examples:</b></p>	<p>n/a</p>
<p><b>19. Does the procuring authority issue a public procurement notice of the PPP project?</b></p>	<p>Yes</p>
<p><b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Section 5.14 of the BOT Manual provides: Under this step the contracting authority prepares the RFP bidding documents, obtains clearance of CPB and where pre-qualification exercise is not appropriate (that is, RFQ), it issues the RFP under its official letterhead.</p> <p>Section 5.4 related to RFQ indicates: Public Invitation may be carried out by notices in local and foreign newspapers.</p>

<b>19.1. If yes, is the public procurement notice published online?</b>	Yes
<b>If yes, please specify the website:</b>	<a href="http://publicprocurement.govmu.org/Pages/default.aspx">http://publicprocurement.govmu.org/Pages/default.aspx</a>
<b>20. Are foreign companies prohibited from participating in the bidding process?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>and the time in calendar days:</b>	n/a
<b>22.1. In a case comparable to the case study assumptions, which are the procurement procedures available and/or set as default for PPP projects? Open tendering: Available</b>	Yes
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	Section 5.2 of the BOT Manual indicates: The contracting authority has the possibility either to invite an RFP directly from the public or carry out an intermediate stage of Request for Qualification (RFQ) with a view to shortlisting qualified bidders. Section 5.4 provides: Public Invitation may be carried out by notices in local and foreign newspapers.
<b>22.2. Restricted tendering (with pre-qualification stage): Available</b>	Yes
<b>Default</b>	No

<b>Relevant legal/regulatory provision (if any)</b>	Section 5.2 of the BOT Manual indicates: The contracting authority has the possibility either to invite an RFP directly from the public or carry out an intermediate stage of Request for Qualification (RFQ) with a view to shortlisting qualified bidders. Section 5.4 of the BOT Manual indicates: Where a contracting authority decides to carry out an RFQ exercise before the RFP, the contracting authority has to submit the RFQ documents to the CPB and obtain its written authorisation to conduct the pre-selection exercise as the CPB is responsible for end to end bidding process up to award, including clearing bid documents, evaluation of all the bids and making its recommendations. Public Invitation may be carried out by notices in local and foreign newspapers.
<b>22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.4. Competitive dialogue: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.5. Direct negotiation with more than one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.6. Direct negotiation with only one candidate: Available</b>	No
<b>Default</b>	No
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.7 Other. Specify:</b>	No
<b>Available</b>	n/a
<b>Default</b>	n/a
<b>Relevant legal/regulatory provision (if any)</b>	n/a
<b>22.8. Do the tender documents detail the procedure of the procurement process providing the same</b>	Yes

<b>information to all the bidders?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>According to the BOT Manual (Annex 5), the RFQ may comprise the following components: 1. Overview; 2. Additional information sources; 3. Overview of the selection process; 4. Instructions to RFQ Proponents; 5. Evaluation process and criteria; 6. Rules of procedure; 7. Glossary of terms.</p> <p>Section 5.22 related to RFP furthermore indicates: The various stages of the bidding process should be spelt out clearly so that bidders are not eliminated simply because of misunderstanding.</p>
<b>If no, please elaborate:</b>	n/a
<b>22.9. Do the tender documents specify the prequalification/shortlisting criteria (when applicable) in order to make them available to all the bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>According to the BOT Manual (Annex 5), the RFQ may comprise the following components: within the evaluation process and criteria, • Overview of the Evaluation Process; • Evaluation committee; • Evaluation criteria and reference checks.</p>
<b>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	The evaluation process needs to follow the criteria as specified in the bidding document.
<b>If no, please elaborate:</b>	n/a
<b>23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to section 5.18 of the BOT Manual, the contracting authority has to set a date limit for the receipt of queries from the bidders which is usually 14 days prior to bid submission closing date. In the light of the feedback, it may issue an addendum where necessary.
<b>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those</b>	Yes

<b>questions and clarifications to all potential bidders?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Pursuant to section 5.18 of the BOT Manual, the contracting authority has to set a date limit for the receipt of queries from the bidders which is usually 14 days prior to bid submission closing date. In the light of the feedback, it may issue an addendum where necessary. All potential bidders would be informed of the addendum issuance.
<b>23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>	No Data
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	The BOT Act was adopted in April 2016, there is therefor no established practice.
<b>24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	Sections 5.16 and 5.17 of the BOT Manual relate to pre-bid meetings: The contracting authority may fix a date for a pre bid meeting whereby the bidders may seek clarifications. This helps them to have a better understanding of the issues related to the project and submit a competitive proposal. The meeting may be held between 21 and 45 days after the issuance of the RFP. During the meeting, the contracting authority provides the prospective bidders with specific information, clarifications on the bidding procedures, and gets their feedback. A site inspection may be organized if applicable to the project. The written record of the meeting has to be distributed to the participants preferably within a week of the meeting. If the contracting authority receives any question from a bidder after the meeting, it should communicate the response to all bidders.
<b>24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the results of the pre-bid conference to all bidders?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Sections 5.16 and 5.17 of the BOT Manual relate to pre-bid meetings: The written record of the meeting has to be distributed to the participants preferably within a week of the meeting. If the contracting authority receives any question from a bidder after the meeting, it should communicate the response to all bidders.
<b>24.2. Based on your experience, is it always the case that this disclosure of</b>	No Data

<b>information is done in practice?</b>	
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	The BOT Act was adopted in April 2016; there is therefore no established practice.
<b>25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate:</b>	The regulatory framework does not require a financial model to be presented by bidders.
<b>26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	Section 6.2 of the BOT Manual indicates: The evaluation process needs to follow the criteria as specified in the bidding document.
<b>Evaluation criteria is not set in the tender documents</b>	No
<b>27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.</b>	No
<b>Please specify and provide the relevant</b>	n/a

<b>legal/regulatory provisions (if any):</b>	
<b>The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</b>	No
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority does not award a PPP contract if only one proposal is submitted.</b>	No
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework does not include any provisions.</b>	Yes
<b>28. Does the procuring authority publish the award notice?</b>	No
<b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>28.1. If yes, is the public procurement award notice published online?</b>	n/a
<b>If yes, please specify the website:</b>	n/a
<b>29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>If no, please elaborate:</b>	n/a
<b>29.1. If yes, does the notification of the result of the PPP</b>	n/a

<p><b>procurement process include the grounds for the selection of the winning bid?</b></p>	
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	n/a
<p><b>30. Is there a standstill (or pause) period after the contract award and before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?</b></p>	No
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	n/a
<p><b>and the time in calendar days:</b></p>	n/a
<p><b>30.1. Is the standstill period set out in the notice of intention to award?</b></p>	n/a
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	n/a
<p><b>31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of the PPP contract in order to prevent an unfair disadvantage to the other bidders?</b></p>	Yes
<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>Subsection 10(1)(c) of the Act stipulates that the CPB shall “make recommendations to the contracting authority for entering into negotiations with the preferred bidder”.</p> <p>Sections 6.8 to 6.10 of the BOT Manual are related to negotiation. More specifically, they provide different steps and how to carry them out: a) Preparing for the negotiation; b) Invitation for negotiation; c) Starting the negotiation meeting; d) During the meetings; e) Way forward.</p> <p>a) Preparing for the negotiation (i) The objectives of the negotiation should be outlined before embarking on the actual negotiation. This may include:</p>

	<ul style="list-style-type: none"> <li>• Clarification of terms and conditions in the contract, eliminating confusion or bridging gaps</li> <li>• Structuring an agreement which protects the interests of both the contracting authority and the private party;             <ul style="list-style-type: none"> <li>(ii) A time frame and an agenda for the negotiation have to be prepared and agreed by parties;</li> <li>(iii) A negotiation team with mixed skills needs to set up and a lead negotiator has to be assigned. In case a transaction advisor has been recruited for the project, he should form part of the team, and</li> <li>(iv) A strategy needs to be formulated for the negotiation, which may include:                 <ul style="list-style-type: none"> <li>• Anticipating the private party's position on the items on the agenda</li> <li>• Preparing a detailed negotiation plan, including, in order of priority, alternatives solutions to the issues that would be discussed.</li> </ul> </li> </ul> </li> <li>b) Invitation for negotiation             <ul style="list-style-type: none"> <li>(i) Invitation to the negotiation should be done in writing, specifying the date, time, venue and expected duration;</li> <li>(ii) The agenda on the invitation should include all issues to be discussed to reach a package deal and the approach for the discussion, and</li> <li>(iii) The bidder should be requested to submit the names and position of its authorized negotiating team.</li> </ul> </li> <li>c) Starting the negotiation meeting             <ul style="list-style-type: none"> <li>(i) After opening and welcoming remarks by the lead negotiator, each party would introduce the members of their team and their roles and responsibilities in relation to the project, and</li> <li>(ii) The BOT project being a long term agreement, a start of a relationship between the parties is being established. Thus, a climate of trust and co-operation needs to be created.</li> </ul> </li> <li>d) During the meetings             <ul style="list-style-type: none"> <li>(i) At each meeting, the agenda should be re-set and agreed on the basis of the status of the negotiations;</li> <li>(ii) A proper track record of time and date of all changes in the draft agreement(s) and other documents should be maintained;</li> <li>(iii) Deal with easily resolved issues first to bring confidence in both parties, and</li> <li>(iv) During the final bargaining, some compromises could be required in order to finally settle on the BOT agreement(s).</li> </ul> </li> <li>e) Way forward             <ul style="list-style-type: none"> <li>(i) A preliminary schedule for signing the BOT agreement has to be established</li> </ul> </li> </ul>
<b>31.1. Based on your experience, is it always the case that this restriction is respected in practice?</b>	No Data
<b>If yes, please specify:</b>	n/a
<b>If no, please elaborate:</b>	The BOT Act was adopted in April 2016; there is therefore no established practice.
<b>32. Does the procuring authority publish the PPP contract?</b>	Yes
<b>If yes, please provide the relevant</b>	Section 11(3)(c) of the BOT Act indicates that all BOT agreements need to be laid before the National Assembly, thus making it public.

<b>legal/regulatory provisions (if any):</b>	
<b>32.1. If yes, which of the following options best describes this publication (choose only one)?: Publication of the full PPP contract including all its annexes and appendixes</b>	No
<b>Publication of the full PPP contract without including all its annexes and appendixes</b>	Yes
<b>Publication of a summary of the PPP contract without publishing the full PPP contract</b>	No
<b>Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes</b>	No
<b>Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes</b>	No
<b>32.2. If yes, is it published online?</b>	No
<b>If yes, please specify the website:</b>	n/a
<b>32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>PPP Contract Management</b>	
<b>41. Has the procuring or contract</b>	Yes

<b>management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?</b>	
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	The BOT project is managed by a Project Team set up at the level of the contracting authority and designated by a Project Officer (section 7(2) of the BOT Act).
<b>41.1. If yes, which of the following tools does it include (check all that apply)?: Establishment of a PPP contract management team</b>	Yes
<b>Relevant legal/regulatory provisions (if any):</b>	Section 7(2) of the BOT Act: For the purpose of this Act, a contracting authority shall set up a project team and designate a suitable and qualified project officer who shall be capable to effectively manage a BOT project.
<b>Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa</b>	Yes
<b>Relevant legal/regulatory provisions (if any):</b>	Section 3.3(d) of the BOT Guidance Manual states that the role of the BOT Project Office who heads the Project team is, amongst others, to “Manage the project from inception, through the feasibility study and the procurement phases, and at least during the first years of the delivery phase”.
<b>Elaboration of a PPP implementation manual or an equivalent document</b>	Yes
<b>Relevant legal/regulatory provisions (if any):</b>	Section 6 of Annex 3 of the BOT Manual refers to a Risk Management Plan: A preliminary risk management plan should then be prepared for all the risks that are likely to be retained by the contracting authority. In preparing a risk management plan, the greatest effort should be spent on planning and undertaking risk management activities for the most significant risks (as identified by the qualitative assessment) that are likely to arise first (e.g. planning risks). Risk management should be assessed in terms of their likely cost and effect (i.e. the extent to which probability and/or impact of a risk will be reduced). The cost of a risk should not exceed the probable cost of the risk occurring.
<b>Establishment of personnel training programs (i.e. initial training and continued</b>	No

training throughout the course of the project)	
Relevant legal/regulatory provisions (if any):	n/a
Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)	Yes
Relevant legal/regulatory provisions (if any):	Section 6 of Annex 3 of the BOT Manual refers to a Risk Management Plan: A preliminary risk management plan should then be prepared for all the risks that are likely to be retained by the contracting authority. In preparing a risk management plan, greatest effort should be spent on planning and undertaking risk management activities for the most significant risks (as identified by the qualitative assessment) that are likely to arise first (e.g. planning risks). Risk management should be assessed in terms of their likely cost and effect (i.e. the extent to which probability and/or impact of a risk will be reduced). The cost of a risk should not exceed the probable cost of the risk occurring.
41.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please select only one): The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications.	No
If yes, please specify and provide the relevant legal/regulatory provisions (if any):	n/a
The PPP contract management team members are required to meet sufficient qualification without specific details.	Yes
If yes, please provide the relevant legal/regulatory provisions (if any):	Section 7(2)of the BOT Projects Act: (2) For the purpose of this Act, a contracting authority shall set up a project team and designate a suitable and qualified project officer who shall be capable to effectively manage a BOT project. This team will be led by the Project Officer and comprise members as recommended

	by the Project Officer and approved by the contracting authority. Members could be representatives of ministries and departments, including ad hoc ones with skills as required, who are able to provide both strategic and technical support to the Project Officer (section 3.4 of the BOT Manual).
<b>The PPP contract management team members are not required to meet any specific qualifications.</b>	No
<b>Please elaborate and provide examples:</b>	n/a
<b>42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Section 3.3(d) of the BOT Guidance Manual states that the role of the BOT Project Office who heads the Project team is, amongst others, to “Manage the project from inception, through the feasibility study and the procurement phases, and at least during the first years of the delivery phase”.</p> <p>Pursuant to section 3.5, The responsibilities of the Project Team will, amongst others, be to:</p> <ul style="list-style-type: none"> <li>a) provide strategic direction and secure government and stakeholder commitment to deliver at each of the BOT project milestones;</li> </ul> <p>Section 5.48 furthermore indicates: If the project includes construction, then the contract may have to specify the following:</p> <ul style="list-style-type: none"> <li>a) Adherence to national codes and construction standards;</li> <li>b) Adherence to specifications approved for the project;</li> <li>c) Provision of “as-built” drawings to the private body;</li> <li>d) Retention of all test results during and after construction, and</li> <li>e) Provisional and final acceptance certificate.</li> </ul>
<b>42.1. If yes, is the PPP contract construction performance information made available to the public?</b>	No
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>42.2. If yes, is the PPP contract construction performance information made publicly available online?</b>	n/a
<b>If yes, please specify the website:</b>	n/a

<b>43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?</b>	<p>Yes</p>
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	<p>Section 3.3 of the BOT Guidance Manual states that the role of the BOT Project Office who heads the Project team is, amongst others, to make a BOT project happen within defined time lines, with required resources, within budget and to the requisite performance standards; Constitute the effective project team; Secure the human resources and budget to manage the project; “Manage the project from inception, through the feasibility study and the procurement phases, and at least during the first years of the delivery phase; Develop a Project Risk Management Scoring Matrix to track and manage the project risks as identified during the feasibility study phase; Keeping accurate records of all information pertaining to the project, including, minutes of meetings, decisions taken, correspondences and bid evaluations; and Manage change for results with structured communication with all project stakeholders, both internal (e.g. staff members, senior management and end-users within the contracting authority) and external (e.g. customers, labour unions, tax payers, general public and other government departments and potential project private promoters), by using the RACI model. {Responsible (R), Accountable (A), Consulted (C) and Informed (I)}.</p>
<b>43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed against evaluation criteria set in the tender documents and the PPP contract</b>	<p>Yes</p>
<b>Relevant legal/regulatory provisions (if any)</b>	<p>Section 3.3 of the BOT Guidance Manual states that the role of the BOT Project Office who heads the Project team is, amongst others, to Make a BOT project happen within defined time lines, with required resources, within budget and to the requisite performance standards. Two methods may be used in the Output specification section to address the affordability issue: Section 5.57 furthermore indicates: Since the private party will be paid based on output performance, the contract has to specify the performance required, the means by which the contracting authority will be verifying the performance and the consequences if the private body does not meet the expected performance level.</p>
<b>The procuring or contract management authority can abate (reduce) payments for non-performance of</b>	<p>Yes</p>

<b>operating obligations under the PPP contract</b>	
<b>Relevant legal/regulatory provisions (if any)</b>	Section 5.58 of the BOT Manual related to Consequences of Poor Performance: The contract has to specify the approach which will be used by the contracting authority to penalize the private party if the latter does not meet the minimum performance. One approach is to specify performance points for each failure with the number of points varying according to the seriousness of the failure. When the aggregated number of points exceeds the threshold level, then the penalty in terms of reduced payments will apply.
<b>The private partner must provide the procuring or contract management authority with periodic operational and financial data</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	The financial year of the project company should be stated in this section as well as its obligation to submit quarterly and annual financial statements (section 5.73 of the BOT Manual).
<b>The procuring or contract management authority must periodically gather information on the performance of the PPP contract</b>	Yes
<b>Relevant legal/regulatory provisions (if any)</b>	Section 5.57 of the BOT Manual provides for Performance Monitoring: Since the private party will be paid based on output performance, the Contract has to specify the performance required, the means by which the Contracting Authority will be verifying the performance and the consequences if the private body does not meet the expected level.
<b>The PPP contract performance information must be available to the public</b>	No
<b>Relevant legal/regulatory provisions (if any)</b>	n/a
<b>43.2. Is PPP contract performance information made publicly available online?</b>	n/a
<b>If yes, please specify the website:</b>	n/a
<b>44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?</b>	No

<p><b>If yes, please provide the relevant legal/regulatory provisions (if any):</b></p>	<p>n/a</p>
<p><b>45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?</b></p>	<p>No</p>
<p><b>If yes, please provide the relevant legal/regulatory/stand and contractual provisions (if any):</b></p>	<p>n/a</p>
<p><b>45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first five years of operation).</b></p>	<p>n/a</p>
<p><b>If yes, please provide the relevant legal/regulatory/stand and contractual provisions (if any):</b></p>	<p>n/a</p>
<p><b>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</b></p>	<p>n/a</p>
<p><b>If yes, please provide the relevant legal/regulatory/stand and contractual provisions (if any):</b></p>	<p>n/a</p>
<p><b>In other cases, flexibility to change the</b></p>	<p>n/a</p>

<b>ownership structure and/or assign the contract.</b>	
<b>If yes, please provide the relevant legal/regulatory/stand and contractual provisions (if any):</b>	n/a
<b>46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/stand and contractual provisions (if any):</b>	Section 5.61 of the BOT Manual refers to Change in Service: The contract should take into consideration the current as well as the future service requirements of the contracting authority. The contract should, however, allow for changes to the service which could not be anticipated or quantified at the time of signature of the contract. Similarly, changes in the service due to a change in the delivery method of the private party may be allowed after consultation and agreement of the contracting authority.
<b>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</b>	No
<b>If yes, please provide the relevant legal/regulatory/stand and contractual provisions (if any):</b>	n/a
<b>46.2. If yes to question 46, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/stand and contractual provisions (if any):</b>	n/a
<b>A change in the risk allocation of the contract.</b>	No

<b>If yes, please provide the relevant legal/regulatory/stand and contractual provisions (if any):</b>	n/a
<b>A change in the financial and/or economic balance of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/stand and contractual provisions (if any):</b>	n/a
<b>A change in the duration of the contract.</b>	No
<b>If yes, please provide the relevant legal/regulatory/stand and contractual provisions (if any):</b>	n/a
<b>A change in the agreed price or tariff.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/stand and contractual provisions (if any):</b>	Section 5.63 of the BOT Manual refers to Price Variations: The contract will set the Unitary Charge for the whole of the contract term. However, it is in the interest of both parties to make provision for varying the Unitary Charge in certain specified circumstances. This enables the private party to charge less since there is the possibility of recouping the increases in costs due to unpredictable situations.
<b>46.3. Can the procuring authority unilaterally modify a PPP contract?</b>	No
<b>If yes, please provide the relevant legal/regulatory/stand and contractual provisions (if any):</b>	n/a
<b>47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/stand and contractual provisions (if any):</b>	Force majeure can justify a long-stop or termination (sections 5.51 and 5.64 of the BOT Manual).

<b>Material Adverse government action .</b>	No
<b>If yes, please provide the relevant legal/regulatory/stand ard contractual provisions (if any):</b>	n/a
<b>Change in the Law.</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/stand ard contractual provisions (if any):</b>	Section 5.62 of the BOT Manual: The private body has to abide by all legislation. The price quoted should take into consideration the current legislation. It is natural for changes to occur in the legislation of a country. If the legislative changes relate directly to the project, then the risk has to be taken by the contracting authority. In case the changes relate to the general regulation, such as changes in tax, then the private party may be asked to bear the risk.
<b>Refinancing.</b>	No
<b>If yes, please provide the relevant legal/regulatory/stand ard contractual provisions (if any):</b>	n/a
<b>Subcontracting and replacement of the subcontractors.</b>	No
<b>If yes, please provide the relevant legal/regulatory/stand ard contractual provisions (if any):</b>	n/a
<b>48. Does the regulatory framework (including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the implementation of PPP contracts?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/stand ard contractual provisions (if any):</b>	Section 5.69 of the BOT Manual refers to Dispute Resolution. A dispute resolution procedure must be specified in the Contract. The following three-stage process may be used: a) the public and private parties consult each other for a fixed time period in an attempt to come to a mutually satisfactory agreement; b) a third party expert may be appointed as specified in the contract to make recommendation, and c) if either party disagrees with the expert's recommendation, it may refer the matter to the court for a final and binding decision.
<b>48.1. If yes, please specify which of the</b>	No

<b>following options are available (check all that apply): Local administrative review body</b>	
<b>If yes, please specify:</b>	n/a
<b>Local courts</b>	Yes
<b>Domestic arbitration</b>	Yes
<b>International arbitration</b>	Yes
<b>Investor-State Dispute Settlement (ISDS)</b>	Yes
<b>Mediation</b>	Yes
<b>Please provide the relevant legal/regulatory/standard contractual provisions (if any)</b>	<p>Pursuant to section 11 (3) of the BOT Act: Every agreement shall – (b) provide for disputes between the private party and contracting authority to be resolved by amicable settlement, mediation or arbitration according to the rules specified in the agreement.</p> <p>Section 5.69 of the BOT Manual refers to Dispute Resolution. A dispute resolution procedure must be specified in the Contract. The following three-stage process may be used:</p> <p>a) the public and private parties consult each other for a fixed time period in an attempt to come to a mutually satisfactory agreement;</p> <p>b) a third party expert may be appointed as specified in the contract to make recommendation, and</p> <p>c) if either party disagrees with the expert’s recommendation, it may refer the matter to the court for a final and binding decision.</p>
<b>48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	Article 1026-8 of the Code of Civil procedure provides for exequatur of arbitral decisions.
<b>International arbitration</b>	Yes
<b>If yes, please provide the relevant legal/regulatory provisions/standard contractual provisions (if any):</b>	<p>Section 36 of the International Arbitration Act 2008 provides: The Convention on the Recognition and Enforcement of Foreign Arbitral Awards Act 2001 shall apply to the recognition and enforcement of awards rendered under this Act.</p> <p>Mauritius accessed the New-York Convention on 19 Jun 1996 .</p>
<b>Investor-State arbitration</b>	Yes
<b>If yes, please provide the relevant legal/regulatory</b>	The ICSID convention entered into force on Jul 02, 1969 in Mauritius.

<b>provisions/standard contractual provisions (if any):</b>	
<b>49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV) in financial difficulty prior to insolvency?</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory/stand and contractual provisions (if any):</b>	n/a
<b>50. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?</b>	Yes
<b>If yes, please provide the relevant legal/regulatory/stand and contractual provisions (if any):</b>	Pursuant to section 11 (2) (h) of the BOT Act, every agreement shall include provisions for – the remedies in the event of default by either party, including lenders’ step-in-rights.
<b>50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory/stand and contractual provisions (if any):</b>	n/a

<b>The regulatory framework prescribes that a direct agreement should be signed with the lenders.</b>	No
<b>If yes, please specify and provide the relevant legal/regulatory/stand and contractual provisions (if any):</b>	n/a
<b>The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/stand and contractual provisions (if any):</b>	Pursuant to section 11 (2) (h) of the BOT Act, every agreement shall include provisions for – the remedies in the event of default by either party, including lenders’ step-in-rights.
<b>Other.</b>	No
<b>Please Specify:</b>	n/a
<b>51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?</b>	Yes
<b>If yes, please specify and provide the relevant legal/regulatory/stand and contractual provisions (if any):</b>	<p>Section 5.64 of the BOT Manual refers to Termination: A contract may terminate naturally at its expiry date or as a result of early termination. In case of termination, the contract should specify what will happen to the assets and how much the private party will have to compensate, if applicable. Early termination may occur due to the following reasons:</p> <p>a) Termination on Contracting Authority’s Default: The private party should be given the right to terminate the contract where the contracting authority acts in a way which renders their contractual relationship untenable or completely frustrates the private party to deliver the service. The level of compensation payable upon termination must be set out in the contract.</p> <p>b) Termination on private party’s Default: The contract should specify the events of private party’s default that may lead to termination. The amount of compensation payable on private party’s default should be specified.</p> <p>c) Termination on Force Majeure: The force majeure events that can lead to the termination of the contract have to be defined in the contract. In case the force majeure occurs, the contracting authority should pay compensation to the private party reflecting the principle that the force majeure is neither party’s fault and the financial consequences should be shared.</p>

	<p>d) Termination on Corrupt Gifts and Fraud: The contract must be terminated if it has been found that there have been corrupt acts or fraud involving members of the private party and the contracting authority.</p> <p>e) Voluntary Termination by Contracting Authority: In case the contracting authority is no longer able to continue the relationship for any reason, for instance, policy change, it may wish to keep the right to terminate the contract voluntarily, provided the private party is compensated in full.</p>
<b>51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?</b>	<p>Yes</p>
<b>If yes, please specify and provide the relevant legal/regulatory/stand and contractual provisions (if any):</b>	<p>Section 5.64 of the BOT Manual refers to Termination: A contract may terminate naturally at its expiry date or as a result of early termination. In case of termination, the contract should specify what will happen to the assets and how much the private party will have to compensate, if applicable. Early termination may occur due to the following reasons:</p> <p>a) Termination on Contracting Authority’s Default: The private party should be given the right to terminate the contract where the contracting authority acts in a way which renders their contractual relationship untenable or completely frustrates the private party to deliver the service. The level of compensation payable upon termination must be set out in the contract.</p> <p>b) Termination on private party’s Default: The contract should specify the events of private party’s default that may lead to termination. The amount of compensation payable on private party’s default should be specified.</p> <p>c) Termination on Force Majeure: The force majeure events that can lead to the termination of the contract have to be defined in the contract. In case the force majeure occurs, the contracting authority should pay compensation to the private party reflecting the principle that the force majeure is neither party’s fault and the financial consequences should be shared.</p> <p>d) Termination on Corrupt Gifts and Fraud: The contract must be terminated if it has been found that there have been corrupt acts or fraud involving members of the private party and the contracting authority.</p> <p>e) Voluntary Termination by Contracting Authority: In case the contracting authority is no longer able to continue the relationship for any reason, for instance, policy change, it may wish to keep the right to terminate the contract voluntarily, provided the private party is compensated in full.</p>
<b>Unsolicited Proposals</b>	
<b>34. Are unsolicited proposals in Mauritius: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)</b>	<p>No</p>
<b>Explicitly allowed by the legal framework?</b>	<p>No</p>

<b>Not regulated by the legal framework, but do happen in practice?</b>	No
<b>Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)</b>	Yes
<b>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide the relevant legal/regulatory provisions</b>	The BOT Projects Act does not provide for unsolicited proposals. Contributors indicates that, since the law does not provide for unsolicited proposals, this does not happen in practice.
<b>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</b>	n/a
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b>	n/a
<b>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>36. Which of the following options best describe how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority follows a specific procedure to ensure the consistency of PPPs</b>	n/a

<b>with other government investment priorities.</b>	
<b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The regulatory framework requires unsolicited proposals to be among the existing government priorities without establishing specific procedures to achieve that goal.</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</b>	n/a
<b>Please elaborate and provide examples:</b>	n/a
<b>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a
<b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b>	n/a
<b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>	n/a

<b>and the time in calendar days:</b>	n/a
<b>39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the presentation of unsolicited proposals? (check all that apply): Access to the best and final offer (BAFO) process and/or automatic shortlisting.</b>	n/a
<b>39.2 Developer's fee (reimbursing the original proponent for the project development cost).</b>	n/a
<b>39.3 Bid Bonus.</b>	n/a
<b>39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).</b>	n/a
<b>39.5 Other.</b>	n/a
<b>Please specify:</b>	n/a
<b>Please provide the relevant legal/regulatory provisions (if any):</b>	n/a