



REFERENCE NUMBER: CT3019/2016

Competitive Dialogue:  
Pre-Qualification Questionnaire (PQQ)  
For the Design, Construction, Testing, Commissioning and Delivery of an  
Offshore Patrol Vessel for the Armed Forces of Malta

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Date Published: 24 May 2017

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Deadline for Submission: 27 June 2017 at 09:30am CEST

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Tender Opening: 27 June 2017 at 10:00am CEST

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Internal Security Fund (ISF) 2014-2020

Project part-financed by the European Union  
Co-financing rate: 75% EU Funds; 25% Beneficiary Funds

*Sustainable Management of Internal Security*



**IMPORTANT:**

- No Bid Bond is requested during the PQQ stage.

## IMPORTANT

Clarifications shall be uploaded and will be available to view/download from [www.etenders.gov.mt](http://www.etenders.gov.mt)

This e-tender does not require print-outs from this document. Please consider your environmental responsibility before printing.

**Department of Contracts**  
Notre Dame Ravelin, Floriana FRN1600, Malta Tel. 21220212/3 Fax:21247681  
e-mail: [info.contracts@gov.mt](mailto:info.contracts@gov.mt)

## **IMPORTANT NOTE**

### **Submission of e-tenders**

Tenders must be submitted by registered Economic Operators.

EPPS users holding a sole trader account are kindly reminded that their account can only be used to submit tenders under their sole trader's name and not on behalf of any other organisation.

In case a tender needs to be submitted by any other type of Economic Operator (e.g. Company/Joint Venture/Consortium), an account needs to be created either through the ePPS or e-ID as per Terms of Use for Economic Operators and only this account must be used to submit the tender.

In the case where a person requires to submit a tender on behalf of an entity which may be an organisation or Joint Venture/Consortium, the submission must be performed through the account of the entity. The latter must assign the person an account to perform the submission on its behalf, if the person is not already assigned. The entity will be considered as the economic operator submitting the tender.

Economic Operators are reminded that **ONLY** in the case of **New Account Registrations**, irrespective of the type and form of the Economic Operators, they have a choice between registering either directly through the ePPS at [www.etenders.gov.mt](http://www.etenders.gov.mt) or through the e-ID Service via the MyGov website at [www.mygov.mt](http://www.mygov.mt). In the case of the latter, Economic Operators must qualify for e-ID as per the ePPS Terms of Use for Economic Operators.

Prospective Bidders are reminded that when submitting more than one option for a particular CfT, they should submit multiple tenders.

Prospective Bidders are reminded to follow the above instructions and other instructions in the Terms of Use of the e-procurement system (ePPS) and the Manual for Economic Operators available under the 'Help' tab of the epps homepage.

The Department of Contracts reserves the right to disqualify Economic Operators who do not abide by the above instructions.

## TABLE OF CONTENTS

1.Introduction	4
2.Instructions for the Pre-Qualification Questionnaire Process	7
3.Opening and evaluation of the pre-qualification questionnaires	13
4.Ethics Clauses	18
5.Data Protection and Freedom of Information	19
6.Gender Equality	20
7.Selection Criteria for the selection process	21
8.Notes and Instructions to Candidates	22
9.Instructions to Joint-Ventures/Consortia	24
10.Glossary	25
Section A: General Administrative Information	29
Section B: Selection Criteria	43
Section C: Declarations by the Candidate	66
Section D: Checklist	70
Appendix 1: Memorandum of Information	
Appendix 2: SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS	

# 1. INTRODUCTION

## 1.1 Introduction

In submitting a Pre Qualification Questionnaire (PQQ), above 100MB will not be accepted by the system (ePPS). The Candidate accepts in full and in its entirety, the content of this PQQ document, including subsequent Clarifications issued by the Contracting Authority (CA), whatever the economic operator's own corresponding conditions may be, which through the submission of the PQQ is waived. Candidates are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this PQQ document. These Instructions for the Prequalification Questionnaire Process complement the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from [www.etenders.gov.mt](http://www.etenders.gov.mt))

No account can be taken of any reservation in the PQQ as regards the PQQ document; any disagreement, contradiction, alteration or deviation shall lead to the PQQ offer not being considered any further.

Prospective Candidates must submit their response to this PQQ online, at [www.etenders.gov.mt](http://www.etenders.gov.mt), by completing the prescribed PQQ response format using the Tender Preparation Tool (TPT) provided by the System. Please note that the TPT was recently updated. This means that anyone who has downloaded the TPT in the past will need to download this tool again. If this is not done, the PQQ package, created using the old version of the tool, will not be accepted by the etenders portal. Therefore, to avoid the inconvenience of having the PQQ package rejected, please make sure that you fill in the tender structure using the latest version which can be downloaded from the [www.etenders.gov.mt](http://www.etenders.gov.mt) portal. In case of any discrepancy between the requirements contained in this document and those in the PQQ response format (xml tender structure), the latter shall prevail.

Prospective Candidates take full responsibility to submit their electronic PQQ response (offer) well before the PQQ submission deadline in order to avoid last minute upload restrictions. PQQ offers must be fully uploaded / accepted by the ePPS prior to the deadline for submission of offers, that is, PQQs in transit upon PQQ submission deadline will be rejected.

### Scope of Project

1.2 The scope of this project is to:

1. Design and build a new Offshore Patrol Vessel (OPV) in accordance with the Technical Requirements/Specifications of the Armed Forces of Malta under the rules and regulations of a member of the International Association of classification Societies (IACS), within the stipulated deadline.
2. Delivery of the vessel at the Armed Forces of Malta (AFM) Maritime Squadron Base in Haywharf, Floriana - MALTA.
3. Provision of at least two (2) years warranty period post commissioning date at destination referred above.
4. An Integrated Logistical Support package, including as a minimum a spare parts package
5. A training package for the crew of the Offshore Patrol Vessel and the Shore based Supporting Staff of the Armed Forces of Malta.

**The Government of Malta reserves the right to procure a second similar OPV within a period of 3 years from delivery of the first vessel.**

For more information, refer to the Memorandum of Information - Appendix 1 of this document.

### 1.3 Pre-Qualification Questionnaire Sections

The PQQ document is subdivided as follows:

- Section A - General Administrative Information,
- Section B - Selection Criteria Section
- Section C - Declarations by Applicants
- Section D - Checklist of the PQQ.
- Appendix 1 - Memorandum of Information
- Appendix 2: SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

The Evaluation Committee may request rectifications in respect of incomplete/non-submitted information pertinent to the documentation as outlined in:

- Section A - General Administrative Information
- Section C - Declarations by Applicants and
- Section D - Checklist of the PQQ.

Such rectification/s must be submitted within five (5) working days from notification, and will be subject to a non-refundable administrative penalty of €50. Failure to comply shall result in the PQQ not being considered any further.

No rectification shall be allowed in respect of the documentation as outlined in Section B - Technical Capacity. Only clarifications and/or information substantiating the details already submitted on the submitted information in respect of the latter may be eventually requested. Information which does not corroborate or change the offer already submitted shall not be considered.

**IMPORTANT:** All information and declarations requested in this document **must** be submitted. Missing information may lead to the PQQ / ESPD not being considered any further.

### 1.4 Memorandum of Information

A Memorandum of Information (MOI) is included with this Pre-Qualification Questionnaire at Appendix 1. The purpose of this MOI is to provide prospective Candidates with sufficient information on the Project and the Competitive Dialogue procurement process.

It is recommended that Candidates reply to this Pre-Qualification Questionnaire after having taken into consideration all the information provided in the MOI.

### 1.5 Central Government Authority and Contracting Authority (Final Beneficiary)

The Central Government Authority for this Competitive Dialogue procurement process is the Department of Contracts, Notre Dame Ravelin, Floriana - MALTA.

The Contracting Authority and final beneficiary for this Competitive Dialogue procurement process is the Armed forces of Malta, with its Headquarters located at Luqa Barracks, Luqa - MALTA.

## **1.6 Financing**

This project is co-financed by **Internal Security Fund (ISF) 2014-2020** Project Co-financing rate: 75% EU Funds; 25% Beneficiary Funds

## **1.7 Brief overview of this Competitive Dialogue process**

The intention of this PQQ document is to guide interested Candidates in providing the necessary information for the assessment of their Financial & Economic Standing, Experience, Competence and Production Facilities, for the completion of this contract. The information obtained from the submission of the appropriate templates and supporting documentation shall allow the AFM Evaluation Committee to verify and evaluate that a Candidate has adequate financial and other resources and will be in a position to execute the requirements of this procurement procedure.

The AFM Evaluation Committee will review each submission against the short-listing selection criteria provided in Part 2. The short-listed candidates will then receive an Invitation to participate in a Dialogue (ITPD), wherein each one of them shall be requested to submit a potential solution which will serve as a platform on which a dialogue with each individual selected Candidate will follow (Stage 2A of the Competitive Dialogue). During this phase an AFM Dialogue Team will open a detailed dialogue on all aspects of each solution with the aim of leading each candidate to better assimilate the needs and requirements of the Contracting Authority (Stage 2B of the Competitive Dialogue). At the end of the Dialogue Process, the Dialogue Team will forward a report to the Contracting Authority on the overall findings from the dialogues to highlight outcomes. The short-listed Candidates will then be invited to participate in a restricted competitive tender on the basis of Best and Final Offer (BAFO) - (Stage 3 of the Competitive Dialogue) and the bids shall be evaluated by means of Best Price Quality Ratio award criteria.

## **1.8 This is not a reserved contract.**

## 2. INSTRUCTIONS FOR THE PRE-QUALIFICATION QUESTIONNAIRE PROCESS

### 2.1 Timetable

	DATE	TIME
Clarification Meeting (refer to clause 2.2.2)	6 June 2017	10:00 hrs
Workshop	Refer to clause 2.2.3	
Deadline for request for any clarifications from the Central Government Authority	15 June 2017	23:45 hrs
Last date on which clarifications will be issued by the Central Government Authority	21 June 2017	23:45 hrs
Deadline for submission of Pre-Qualification Questionnaire (unless otherwise modified in terms of Clause 2.11)	27 June 2017	09:30hrs
Public session for the opening of Pre-Qualification Questionnaires (unless otherwise modified in terms of Clause 2.11)	27 June 2017	10:00 hrs
All times Central European Time (CEST)		

### 2.2 Explanations/Clarification Notes Concerning Procurement Documents

2.2.1 Candidates may submit questions in writing to the Central Government Authority through the contact details and within the timeframes as detailed in paragraph 2.1 of these 'instructions'. The Central Government Authority shall reply to all Candidates' questions by publishing clarification notes, as well as issue corrigenda to this procurement document, up to at least 6 calendar days before the deadline for submission of the candidate's reply (offer) to this Pre-Qualification Questionnaire. Clarifications received by other means will not be taken into consideration.

Questions and answers, minor alterations and corrigenda to the procurement document will be published as a clarification note on the Government's e-Procurement Platform [www.etenders.gov.mt](http://www.etenders.gov.mt) within the respective document's workspace. Clarification notes will constitute an integral part of the procurement documentation, and it is the responsibility of Candidates to visit this website and be aware of the latest information published online prior to submitting their offer.

All correspondence and documents related to the procurement document exchanged by the Economic Operator and the Central Government Authority/Contracting Authority must be written in English. Supporting documents and printed literature furnished by the Economic Operator may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the procurement document, the English language will prevail.

## 2.2.2 Clarification Meeting/Workshop

A clarification meeting will be held at the Headquarters AFM, Luqa Barracks, Luqa on the date and time indicated in Clause 2.1 above, to answer any questions on Pre-qualification Questionnaire which have been forwarded in writing, or are raised during the same meeting. Minutes will be taken during the meeting, and these (together with any clarifications in response to written requests which are not addressed during the meeting) shall be posted online as a clarification note as per Clause 2.2.1.

In order to attend for the clarification meeting, candidates shall forward details of their representatives (maximum three for each economic operator) on [tenders.afm@gov.mt](mailto:tenders.afm@gov.mt). The following information shall be submitted:

Tender Reference No: CT3019/2016  
Name of economic operator;  
Name & Surname of economic operator's representative;  
Id/Passport No.

**This information is to be submitted by not later than 1000hrs (CEST) on the day prior to the clarification meeting.**

## 2.2.3 Meetings between economic operators and the Contracting Authority, other than that provided in this clause during the tendering period are not permitted.

Candidates may register to attend a workshop that will be organised in collaboration with the Institute for Public Services (Ex-CDRT: Centre for Development, Research and Training) at San Salvatore Bastion, Sa Maison Road, Floriana FRN1610. During this workshop, Candidates will be given the opportunity to familiarise themselves with Government's e-Procurement platform.

Economic operators are to register to attend this workshop by sending an email on [etenders@gov.mt](mailto:etenders@gov.mt) with the name, surname, role within the organisation, PQQ reference, and contact details (telephone and email address) of the nominated person.

## 2.3 Participation

### 2.3.1 Participation in tendering is open on equal terms to all natural and legal persons of the Member States of the European Union, the beneficiary country and any other country.

Once the Pre-Qualification Questionnaire (PQQ) short-listing process is carried out, participation in the subsequent Invitation to Participate in Dialogue (ITPD) process will only be open to short-listed Candidates in terms of this document. Proposals and responses to the Invitation to Participate in Dialogue process shall be submitted by the same Candidate that has submitted the reply to the Pre-Qualification Questionnaire, on the basis of which it was selected and to which the letter of the Invitation to Participate in Dialogue is addressed by the Contracting Authority. No change whatsoever in the identity or composition of the Candidate is permitted.

### 2.3.2 Natural persons, companies or undertakings who fall under any of the conditions set out in Part VI of the Public Procurement Regulations 2016 shall be excluded from participation in and the award of contracts (See Form A6). Tenderers or candidates who have been guilty of making false declarations will incur financial penalties representing 10% of the total value of the contract that is subsequently awarded.

- 2.3.3 Joint-ventures or consortia made up of eligible partners will be accepted to participate in the Pre-Qualification Questionnaire process, provided that a Joint-Venture or a Consortium Agreement is established to regulate the affairs of the joint-venture or consortium, and that each joint-venture partner or consortium partner undertakes in the Joint-Venture/Consortium Agreement that it will be individually capable and contractually responsible for completion of the Project.
- 2.3.4 Pre-Qualification Questionnaires submitted by partners forming a joint-venture/consortium must also fulfil the following requirements:
- i. One partner must be appointed lead partner of the Project, and that appointment confirmed by the submission of powers of attorney signed by legally empowered signatories representing all the joint-venture/consortium partners. In the Joint-Venture Agreement or the Consortium Agreement, the partners shall also bind themselves to be joint and severally liable for the execution and implementation of the Contract including the completion of the Project, and that the lead partner shall be authorised to bind and receive instructions for, and on behalf of, all partners, individually, and collectively.
  - ii. All partners in the joint-venture/consortium are bound to remain in the Joint-Venture/Consortium until the conclusion of the Competitive Dialogue procurement process. The joint-venture/consortium to whom the Contract for the Design, Building, Testing, Commissioning and Delivery of the AFM new OPV will be awarded must convert itself into a registered civil partnership *en nom collectif* having for its exclusive object the execution of the Contract and the implementation and completion of the Project. No other person than the partners of the joint-venture approved by the Contracting Authority and in whose name the Contract is awarded may be a partner of this partnership. During all stages of the Project, there can be no changes whatsoever in the partners of this partnership, except in exceptional circumstances and with the prior written approval of the Contracting Authority. In the event that the changes are pursued as regards the composition of partners in the registered civil partnership without the prior written approval of the Contracting Authority, the partnership will be subjected to pre-liquidated damages of ten million Euros (€10,000,000).
- 2.3.5 In the case of a Joint Venture/Consortium, the Joint Venture/Consortium as a whole must satisfy the criteria established in the Instructions for the Prequalification Questionnaire Process.
- 2.3.6 An Economic Operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case, prove to the Contracting Authority that it will have at its disposal the resources necessary, for example, by producing an undertaking by those entities to that effect.
- 2.3.7 Notwithstanding the provisions of any other law or other agreement to the contrary, the partnership shall be set up as follows:
- The partners shall be jointly and severally responsible for the actions and omissions of each and every one of them in the performance of the Contract, as well as jointly and severally liable for any loss or damage resulting there from;
  - The responsibilities and liabilities for anything done or omitted to be done during the period of the Contract shall not cease, in respect of such person, by his retirement, death or other cause by which he ceases to be a partner;

- The partnership shall be required to be covered by an indemnity insurance, in such manner and for such amount as will be agreed to in the Contract, against any liability which the partner or partnership may incur for compensation in respect of loss or damage to any person or thing connected with the Project as a result of any negligent act, error or omission committed by any partner, the partnership, or any of the employees, as well as against any claim in respect of any loss or damage brought about or contributed by a criminal or malicious act or omission of any of their employees. Such insurance cover shall be renewed annually and a copy of same is to be forwarded to the Contracting Authority with the name of the insurance company and the relative insurance policy.

## 2.4

### ***Composition of a Candidate***

- 2.4.1 A company may not tender for a given contract both individually and as a partner in a joint venture/consortium.
- 2.4.2 A company may not tender for a given contract both individually/partner in a joint venture/consortium, and at the same time be nominated as a sub-contractor by any another Candidate, or joint venture/consortium.
- 2.4.3 A company may act as a sub-contractor for any number of Candidates, and joint ventures/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

## 2.5

### **Expenses of the Procurement Process**

- 2.5.1 Candidates will bear all costs associated with the preparation and submission of the response to the Pre-Qualification Questionnaire, as well as throughout the subsequent continuation of the Competitive Dialogue process, should the Candidate be short-listed at PQQ stage.
- 2.5.2 The Central Government Authority and the Contracting Authority will neither be responsible for, nor cover, any expenses or losses incurred by Candidates in conjunction with site visits and inspections, or any other activities carried out by Candidates, related to the Pre-Qualification Questionnaire, and to the Competitive Dialogue process.

## 2.6

### **Language of the Pre-Qualification Questionnaire**

- 2.6.1 All correspondence and documents related to the Pre-Qualification Questionnaire submitted by the Candidate to the Central Government Authority must be in the English language.
- 2.6.2 Supporting documents and printed literature furnished by the Candidate may be in another language, provided they are accompanied by an accurate translation into English. For the purposes of interpretation of the Pre-Qualification Questionnaire, the English language will prevail.

## 2.7

### **Law**

- 2.7.1 This procedure is regulated by the Malta Public Procurement Regulations of 2016 (hereunder also referred to as "*the Regulations*"), as per Legal Notice 352 of 2016, or as subsequently amended.

2.7.2 By submitting the Pre-Qualification Questionnaire, Candidates are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts, and regulations of Malta that may in any way affect or govern the operations and activities covered by the Pre-Qualification Questionnaire, the Competitive Dialogue process and the resulting contract.

## **2.8 Period of Validity of Offers submitted by Candidates**

2.8.1 Pre-Qualification Questionnaire submissions shall remain valid for a period of one hundred and fifty (150) days from the deadline for submission of the Pre-Qualification Questionnaire, as indicated in the contract notice, or as modified in accordance with Clauses 2.1 (Timetable) and/or Clause 2.11 (Extension of the Deadline for submission of the Prequalification Questionnaire) . Any Candidate who quotes a shorter validity period will be rejected.

2.8.2 The Director General Contracts/Head of the Contracting Authority may consider cancelling the tender in line with what is established in Regulation 15 of the Public Procurement Regulations 2016.

2.8.3 In exceptional circumstances, the Central Government Authority may request that Candidates extend the validity of Pre-Qualification Questionnaire submissions for a specific period. Such requests, and the responses to them, must be made in writing. If the Candidate decides to accede to the extension, the Candidate shall not modify the submitted Pre-Qualification Questionnaire.

2.8.4 Short-listed Candidates shall be required to extend the validity of their Pre-Qualification Questionnaire for a further period of (90) days from the date of notification of short-listing.

## **2.9 Content of *Pre-Qualification Questionnaire***

2.9.1 This Pre-Qualification Questionnaire should be read in conjunction with any clarification notes issued in accordance with Clause 2.2 (Explanations, Clarification Notes concerning Procurement documents).

2.9.2 Candidates bear sole liability for examining with appropriate care the procurement documents, any clarification notes to the procurement documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the nature of the PQQ or the competitive dialogue procedure.

2.9.3 The Candidates must provide the information and documents required by the provisions of the procurement document. All such documents shall comply strictly with these conditions and provisions.

2.9.4 The Pre-Qualification Questionnaire shall not contain any changes or alterations, other than those made in accordance with instructions issued by the Central Government Authority. In such cases, alterations shall be initialled by the person signing the Pre-Qualification Questionnaire.

2.9.5 A Pre-Qualification Questionnaire submitted by any Candidate shall be rejected if it

contains any alterations, additions, or deletions which are not specified in a clarification note issued by the Central Government Authority.

## **2.10 Submitting a Pre-Qualification Questionnaire**

2.10.1 Offers must be compiled, packed and uploaded on [www.etenders.gov.mt](http://www.etenders.gov.mt) before the deadline specified in Clause 2.1 above, or as otherwise modified in accordance with Clause 2.11 (Extension of the Deadline for submission of the Prequalification Questionnaire) of this document. An email receipt will acknowledge the submission of the tender. Tenders submitted by any other means will not be considered.

## **2.11 Extension of the Deadline for Submission of Pre-Qualification Questionnaire**

2.11.1 The Central Government Authority/Contracting Authority may, at its own discretion, extend the deadline for submission of tenders to give Candidates sufficient time to take clarification notes into account when preparing their PQQ. Candidates will be notified with any such extension through the issuing of a clarification note. In such cases, all rights and obligations of the Central Government Authority/Contracting Authority and the Candidate regarding the original date specified in the contract notice will be subject to the new date.

## **2.12 Late Submission of Pre-Qualification Questionnaires**

2.12.1 Economic Operators will not be able to upload a tender offer once the deadline for submission of tenders has expired

2.12.2 No liability can be accepted for delays or technical difficulties (as per Terms of Use and Manual for Economic Operators of the Government e-Procurement Platform) that preclude tender offers from being submitted in time.

## **2.13 Amendments and Withdrawal of Offers**

2.13.1 Candidates may amend/replace or withdraw their PQQs online from [www.etenders.gov.mt](http://www.etenders.gov.mt) until the expiry of the deadline for submission. No PQQ may be amended after the deadline for submission.

## **2.14 Bank guarantee**

2.14.1 Shortlisted candidates may be asked during the dialogue stage to show that they are capable to offer a bank guarantee for each instalment done by the AFM. This may be subject to dialogue.

### 3. OPENING AND EVALUATION OF THE PRE-QUALIFICATION QUESTIONNAIRES

#### 3.1 Opening of Pre-Qualification Questionnaires submitted

- 3.1.1 PQQs shall be opened in a public session at the place and on the date and time indicated in the timetable at Clause 2.1 of these Instructions (or as otherwise modified in accordance with Clause 2.11 (Extension of the Deadline for submission of the Prequalification Questionnaire by the General Contracts Committee . The Summary of Offers received will be immediately available to view on [www.etenders.gov.mt](http://www.etenders.gov.mt) and will also be published on the notice board of the Central Government Authority.
- 3.1.2 At the opening session, the candidates' names, the candidates' Id, and where applicable the quoted price will be published.

#### 3.2 Secrecy of the Procedure

- 3.2.1 After the opening of the offers, no information about the examination, clarification, evaluation, or comparison of offers may be disclosed before the notification of the short-listed candidates.
- 3.2.2 Information concerning checking, explanation, opinions, and comparison of offers and recommendations concerning the award shall not be disclosed to candidates or any other person not officially involved in the process, unless otherwise permitted or required by law.
- 3.2.3 Any attempt by a candidate to approach any member of the AFM Evaluation Committee/Central Government Authority during the evaluation period will be considered legitimate grounds for disqualifying the said candidate's Pre-Qualification Questionnaire submission.

#### 3.3 Clarification of Offers

- 3.3.1 Pre-Qualification Questionnaires which are incomplete, conditional, illegible, or contain other irregularities, shall be rejected.
- 3.3.2 When checking and comparing the Pre-Qualification Questionnaires, the Evaluation Committee may, after obtaining approval from the Central Government Authority, ask a candidate to clarify any aspect of the relative Pre-Qualification Questionnaire.
- 3.3.3 Such requests and the responses to them must be made through the Government's eProcurement Platform ([www.etenders.gov.mt](http://www.etenders.gov.mt)). They may, in no circumstance, alter or try to change the content of the PQQ, except for rectifications as allowed in terms of Clause 3.4.1 (Administrative Compliance) of the Instructions for the Prequalification Questionnaire Process or to correct arithmetical errors discovered by the evaluation committee when analysing bids.

## 3.4 Pre-Qualification Questionnaire Evaluation Process

### 3.4.1 Part 1 - Administrative Compliance

The Evaluation Committee will first check the compliance of submitted Pre-Qualification Questionnaires with the instructions given in the Pre-Qualification Questionnaire document, and in particular the documentation submitted in conjunction with Section A to Section D.

The Evaluation Committee shall, after having obtained approval from the Central Government Authority, request **rectifications** with respect to incomplete/non-submitted information pertinent to the documentation as outlined in Section A - General Administrative Information, in Section C - Declarations by the Candidate, and in Section D - Checklist of this Pre-Qualification Questionnaire. Such rectification/s must be submitted within five (5) working days from notification, and will be subject to a non-refundable administrative penalty of €50. Failure to comply shall result in the Pre-Qualification Questionnaire not being considered any further.

No rectification shall be allowed in respect of the documentation as outlined in Section B - Selection Criteria (or equivalent in the Economic and Financial Standing, Technical and Professional Ability of the ESPD). Only clarifications and/or information substantiating the details already submitted on the submitted information in respect of the latter may be eventually requested. Information which does not corroborate or change the offer already submitted shall not be considered. The Evaluation Committee shall check Section B (or equivalent in ESPD) for any arithmetical error and follow the procedure as stated in Clause 3.3.3 of this PQQ. The Evaluation Committee reserves the right to request supporting documentation to substantiate the declarations and information provided by the Candidates.

### 3.4.2 Part 2 - Selection Criteria

Pre-Qualification Questionnaires which have been considered administratively compliant shall proceed to be evaluated as per Selection Criteria outlined below.

Each submitted Pre-Qualification Questionnaire will be evaluated in accordance with the short-listing selection criteria and the associated weighting, as detailed in the evaluation grid (see Table 1) of this Pre-Qualification Questionnaire document. No other short-listing criteria will be used. The short-listing criteria will be examined in accordance with the requirements as indicated in Section B -*Selection Criteria*).

Pre-Qualification Questionnaire submissions will be evaluated by using a scoring system. Questions in Sections A, C, and D shall not be subject to scoring system. Only questions in Section B of the Pre-Qualification Questionnaire document will be assessed and allocated a mark, as identified in the questions themselves.

The Selection Criteria within Section B is split in five parts:

Part I	Candidate Financial & Economic Standing Part I, Economic and Financial Standing (ESPD 4B.1 - 4B.6.1)
Part II	Candidate Experience Part II, Technical and Professional Ability (ESPD 4C.1 - 4C1.2)
Part III	Candidate Competence Part III, Technical and Professional Ability (ESPD 4C2.1)
Part IV	Candidate Production Facilities Part III, Technical and Professional Ability (ESPD 4C.9)

These have been divided further into sub-criteria. Each sub-criterion has been allocated a number of “*Maximum Points*”, according to the relative importance of each area.

3.4.3 In order to obtain the minimum PQQ criteria and hence be considered eligible and be subsequently invited to participate in the dialogue, (ITPD) stage, candidates MUST:

- a. Obtain a minimum of 13 marks and be fully compliant with the minimum requirements stipulated in Section B of Part I, Financial & Economic Standing;
- b. Obtain a minimum aggregate of 37 marks and be fully compliant with the minimum requirements stipulated in Section B Part II - Experience, Part III - Competence and Part IV - Technical Facilities.

Short-listed Candidates will be ranked according to the respective overall marks (obtained from paragraphs a to b above). Any candidate failing to comply with any of the minimum criteria requested in paragraphs ‘a’ to ‘b’ shall automatically be disqualified.

Successful Candidates who achieve the minimum criteria listed in paragraphs ‘a’ to ‘b’ above will be evaluated, and the first five (5) highest ranked Candidates will be short-listed and issued an Invitation to Participate in Dialogue (ITPD). In the case where less than five (5) Candidates are short listed, the Competitive Dialogue process will still proceed with those Candidates that attain or exceed the PQQ minimum criteria set above.

In case that there are two or more candidates who achieve the same overall marks and who obtain the minimum criteria to qualify in this PQQ, e.g. the candidate that achieves the higher mark in Part B Section I-Financial & Economic Standing will be chosen to participate in the next phase. If these candidates achieve also an identical score in Part B Section I-Financial & Economic Standing, the candidate that achieves the higher mark in Part B Section II-Experience will be selected over the other candidate.

### 3.5 Notification of Short-Listed Candidates

3.5.1 Prior to the expiration of the period of validity of the Pre-Qualification Questionnaire, the Central Government Authority will notify all Candidates, in writing, whether their Pre-Qualification Questionnaire has been recommended for short-listing by the General Contracts Committee, pending any appeal being lodged in terms of Appendix 2 - Extracts from the Public Procurement Regulations.

3.5.1 Candidates shall be notified with the outcome of the evaluation process, and will be provided with the following information:

- i. the names of the short-listed Candidates;
- ii. the score obtained by the unsuccessful Candidate;
- iii. the reasons why the Candidate has not been shortlisted;
- iv. the deadline for filing a notice of objection (appeal);
- v. the deposit required if lodging an appeal.

3.5.3 The recommendations of the General Contracts Committee shall also be published on the Notice Board of the Central Government Authority, and whenever possible published online. The recommendation of award may also be published on [www.etenders.gov.mt](http://www.etenders.gov.mt).

The Central Government Authority will, following the first standstill period, issue the Invitation to Participate in the Dialogue (ITPD) document to all short-listed Candidates, who will, *inter alia*, be invited to submit a preliminary solution which shall serve as a platform for dialogue and eventually a Best and Final Offer in accordance with the rules of the Invitation to Participate in Dialogue and the Best and Final Offer processes.

### 3.6 ***Right of the Central Government Authority/Contracting Authority to Accept or Reject any Tender***

3.6.1 The Central Government Authority/Contracting Authority reserves the right to accept or reject any offer and/or to cancel the whole procurement procedure before and after the closing established for the submission of the offers and/or reject all offers submitted. The Central Government Authority/Contracting Authority reserves the right to initiate a new procurement process.

In the event of a procurement procedure's cancellation, candidates will be notified by the Central Government Authority.

3.6.2 Cancellation may occur where:

- (a) the procurement procedure has been unsuccessful, namely where no qualitatively or financially worthwhile offers have been received or there has been no response at all;
- (b) the economic or technical parameters of the project have been fundamentally altered;
- (c) exceptional circumstances or force majeure render normal performance of the project impossible;
- (d) all technically compliant offers exceed the financial resources available;
- (e) there have been irregularities in the procedure, in particular where these have prevented fair competition;
- (f) the duration of the evaluation has exceeded the stipulated time limit in Clause 2.8.1 (Period of Validity of Offers submitted by Candidates).

**In no circumstances will the Central Government Authority/Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a procurement procedure, even if the Central Government Authority/Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Central**

**Government Authority/Contracting Authority to implement the programme or project announced.**

## 4. ETHICS CLAUSES

- 4.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the outcome of the procurement procedure during the process of examining, clarifying, evaluating, comparing and the recommendation leading to the award or cancellation of tenders will result in the rejection of his candidacy or tender and may result in administrative penalties
- 4.2 Unless otherwise provided for, in the procurement documents, when putting forward a candidacy, the candidate must declare that he is affected by no potential conflict of interest, and that he has no particular link with other parties involved in the project. A false declaration shall lead to the disqualification of the candidate. In instances where a state of conflict of interest exists, the candidate/s are to be excluded from the award of that particular tender unless such a conflict of interest cannot be remedied by a less intrusive manner.
- 4.3 Where a Contracting Authority is of the opinion that the conflict of interest can be remedied without excluding the candidate in question, after obtaining the prior approval of the Director, it shall give five (5) working days to the candidate in question to remedy such conflict of interest. In default, the candidate in question shall be excluded.
- 4.4 The candidate shall refrain from any relationship likely to compromise his independence or that of his staff. If the candidate ceases to be independent, the Central Government Authority/Contracting Authority may, regardless of injury, exclude the candidate without further notice and without the candidate having any claim to compensation.

## 5. DATA PROTECTION AND FREEDOM OF INFORMATION

- 5.1 Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Central Government Authority/Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.
- 5.2 The provisions of this tender/contract are without prejudice to the obligations of the Central Government Authority/Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Central Government Authority/Contracting Authority, prior to disclosure of any information to a third party in relations to any provisions of this tender/contract which have not yet been made public, shall consult the tenderer/contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Central Government Authority/Contracting Authority in terms of the Act.

## 6. GENDER EQUALITY

- 6.1 In carrying out his/her obligations in pursuance of this contract, the candidate shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. In this document, words importing one gender shall also include the other gender.

## 7. SELECTION CRITERIA FOR THE SELECTION PROCESS

Selection Criteria	Sub-Criteria	Maximum Points	Related Section
<b>Part I Candidate Consolidated Financial Standing</b>	Certified Financial Statements	9	B1.3.1
	Average Turnover related to Shipbuilding	4	B1.3.3
	Average Current Ratio	4	B1.3.4
	Average Debt Ratio	4	B1.3.5
	Average Return on Capital Employed	4	B1.3.6
	<b>Maximum Total</b>	<b>25</b>	
<b>Part II Candidate Experience</b>	Naval Vessels Above 75 m and up to 95m	7	B2
	Naval Vessels Above 70 m and up to 75m	9	B2
	Naval Vessels of 50 m and up to and equal to 70m	4	B2
	Commercial Offshore Vessels of 70m and up to 95m	5	B2
	Reference Letters	5	B2
	<b>Maximum Total</b>	<b>30</b>	
<b>Part III Candidate Competence</b>	Academic Qualifications and Professional Experience	10	B3.1
	Quality and Environmental Management System	20	B3.2
	<b>Maximum Total</b>	<b>30</b>	
<b>Part IV Candidate Production Facilities</b>	Shipyards Fabrication Facilities	11	B4.1
	Technical Resources	4	B4.2
	<b>Maximum Total</b>	<b>15</b>	
<b>Grand Total</b>		<b>100</b>	

Table 1 Evaluation Grid for Pre-Qualification Questionnaire

## 8. NOTES AND INSTRUCTIONS TO CANDIDATES

### 8.1 Notes to Candidates - Pre-Qualification Questionnaire

This Pre-Qualification Questionnaire is subdivided in four sections:

- a. **Section A** consists of general administrative information which will only be used for information purposes..
- b. **Section B** consists of questions intended to assess the Candidate's capabilities as regards to the requested Selection Criteria, to carry out this Contract. For some of the requested criteria, the Candidate must include details on separate sheets, or fill in relative forms as indicated in this procurement document.

No *rectification* shall be allowed with respect to the documentation required in Section B of this Pre-Qualification Questionnaire Only *clarifications and/or information substantiating the details already submitted* in respect of the latter may be eventually requested. Information which does not corroborate or change the offer already submitted shall not be considered.

- c. **Section C** consists of three (3) declarations to be signed by the Candidate:
  - i. Health and Safety Statement
  - ii. Certification of Questionnaire by Candidate
  - iii. Data Protection Act and Freedom of Information Act
- d. **Section D** consists of a checklist of required documentation.

In the case of incomplete/non-submitted information related to the documentation of Section A, Section C, and Section D, Candidates may submit *rectification/s* within five (5) working days from notification, and will be subject to a non-refundable administrative penalty of €50. Failure to comply shall result in the exclusion of the Candidate from the selection process.

### 8.2 Notes to Candidates - Memorandum of Information

The Memorandum of Information (Appendix 1) highlights the Competitive Dialogue process, and gives a general description of the whole project. Candidates must read this document carefully.

### 8.3 Instructions to Candidates

- a. All questions must be answered by the Candidate.
- b. Additional documentation may be attached as necessary.
- c. Financial data and declarations presented by the Candidate must be given in euro. In the event that the reporting currency of the company being in a different currency, the figures must be converted to euro. The conversion date quoted shall be as at the date of the financial statements. These adjusted financial statements must be accompanied by an audit certificate.

- d. Attached documentation/certificates in native language must always be accompanied by a relevant translation in the English language. Candidates are held responsible to provide faithful translations of original certificates. In case of discrepancies in translation, the Central Government Authority may disqualify the respective Candidate's offer.
- e. The person signing this questionnaire shall guarantee the truthfulness and accuracy of all the statements made.
- f. The information submitted will be treated as strictly confidential.

#### 8.4 The European Single Procurement Document (ESPD)

- 8.4.1 Candidates may opt to submit their offer in the form of the ESPD. Candidates may fill in the ESPD questions as indicated in this document in order to be assessed whether or not they comply with the minimum standards and any other requirements established in this document. Any additional documentation should be attached to the ESPD.  
**Candidates are to ensure that all the information requested in this PQQ document is included in the ESPD or in the documentation attached thereto.**

Otherwise tenderers shall upload the duly filled in forms provided in this document in the space indicated on the tender response format.

- 8.4.2 When a Candidate participates on its own and does not rely on the capacities of other entities in order to meet the selection criteria, he must fill in one ESPD, but must submit a separate ESPD response from each member, if the candidate is a consortium, to ensure that all members meet the exclusion/blacklisting criteria and relevant selection criteria. Each partner in the consortium must specify its participating part in percentage terms

- 8.4.3 The ESPD document may be downloaded from [www.etenders.gov.mt/resources](http://www.etenders.gov.mt/resources) . Candidates are solicited to download the latest version of the ESPD dated 21/03/2017.

## 9. INSTRUCTIONS TO JOINT-VENTURES/CONSORTIA

- a. Candidates applying as a joint-venture/consortium must complete the relevant form A2 concerning joint-ventures/consortia or if **submitting an ESPD** - Information concerning contracting entity to be submitted by filling Part 2 of the European Single Procurement Document (ESPD) Part II (2A17 - 2A17.3)
- b. The Pre-Qualification Questionnaire/ESPD must include a Joint-Venture Agreement or a Consortium Agreement that regulates the relationship of the partners of the joint-venture or consortium in regard to the Competitive Dialogue process and the Project, and such Agreement is to include: (i) an undertaking by all partners that they assume joint and several liability for the execution and implementation of the Contract and the completion of the Project for the whole duration of the Contract Period; (ii) an undertaking that each partner is individually capable and contractually responsible for the full completion of the Project; (iii) the nomination and appointment of a lead partner representing the joint-venture or the consortium; and (iv) a formal authorisation to the lead partner to bind, and receive instructions for, and on behalf of, all partners, individually and collectively, with respect to the joint-venture/consortium and the Project.
- c. Candidates applying as a joint-venture/consortium must answer questions collectively, except in the case of requested documentation pertaining solely to the individual partners.

## 10. GLOSSARY

### Note

The present definitions are given here for convenience only, in the context of the Pre-Qualification Questionnaire procedure.

## GLOSSARY

**Administrative Order:** Any instruction or order issued by the Project Manager/Leader/Engineer to the Contractor in writing regarding the execution of the contract.

**Beneficiary Country:** The Maltese Islands.

**Blacklisted Person:** Any person, whether legal or natural, with whom a Contracting Authority and anybody governed by public law shall be prohibited from carrying out any procurement whether directly or as a sub-contractor or as a member of a consortium and, or joint venture.

**Breakdown of the Overall Price:** A heading-by-heading list of the rates and costs making up the price for a lump-sum or global sum contract.

**Budget Breakdown:** In a fee-based contract, the schedule which breaks down the contract value, stating out the fee rates and the provision for incidental expenses.

**Candidate:** An economic operator submitting an offer through the electronic Public Procurement System (ePPS). A Candidate may be either an individual company or a joint-venture/consortium of partner companies.

**Central Government Authority:** The Department of Contracts.

**Commission:** The European Commission.

**Commissioning Certificate:** This refers to the certificate issued by the Contracting Authority upon successful completion of commissioning.

**Commissioning Period:** This means that period of time when commissioning tests are being carried out.

**Conflict of Interest:** Any event influencing the capacity of a candidate, tenderer or supplier to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Central Government Authority and the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer or supplier, or any conflict with his own interests. These restrictions also apply to sub-contractors and employees of the candidate, tenderer or supplier.

**Contract:** The signed agreement entered into by the parties for the performance of the services/supplies/works, including all attachments thereto and all documents incorporated therein.

**Contract Value:** The total value of the contract to be paid by the Contracting Authority in terms of the agreed terms and conditions.

**Contracting Authority:** The final beneficiary of the contract.

**Contracting Authority's Representative:** Any natural or legal person, appointed by the Contracting Authority to act as its representative for the purposes of the Contract, and named as such in the Contract, or any other person appointed from time to time by the Contracting Authority, and notified as such to the

Contractor. The Contracting Authority's representative shall be empowered to represent the Contracting Authority in the performance of his/her functions, and in exercising such rights and/or powers as have been delegated to him/her. In this case, references to the Contracting Authority will include the Contracting Authority's representative.

**Contract Completion Date:** Date by which the last deliverable stipulated in the contract is completed by the Contractor.

**Contract Notice:** A notice published by the Central Government Authority in the Official Journal of the European Union

**Contract Period:** This means the period commencing on date of last signature of the contract till the issue of the final acceptance certificate.

**Contractor:** The successful tenderer, once all parties have signed the contract.

**Day:** Calendar day.

**Day Works:** Varied work inputs subject to payment on an hourly basis for the Contractor's employees and plant.

**Defects Notification Period:** The period stated in the contract immediately following the date of provisional acceptance (in works contracts), during which the Contractor is required to complete the works and to remedy defects or faults as instructed by the Project Leader.

**Drawings:** Drawings provided by the Contracting Authority, and/or drawings provided by the Contractor and approved by the Project Manager, for the carrying out of the services/works.

**EC:** The European Commission.

**ESPD:** The European Single Procurement Document. The ESPD allows economic operators to self-declare that they:

- do not fall within a ground for exclusion or blacklisting (or, if they do, they can demonstrate that they have taken self-cleansing measures);
- meet the relevant selection criteria; and
- (where applicable) fulfil the objective rules and criteria for reduction of candidates.

**EU:** The European Union.

**Equipment:** Machinery, apparatus, components and any other articles intended for use in the works.

**Evaluation Committee:** A committee made up of an odd number of voting members (at least three) appointed by the Central Government Authority/Contracting Authority as the case may be, and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.

**Final Acceptance Certificate:** Certificate(s) issued by the Project Leader to the Contractor at the end of the defects notification period stating that the Contractor has completed his obligations to construct, complete, and maintain the works concerned.

**Final Beneficiary:** The Department/Entity or other government body on whose behalf the Department of Contracts has issued this tender.

**Foreign Currency:** Any currency permissible under the applicable provisions and regulations other than the Euro, which has been indicated in the tender.

**General Conditions:** The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of contracts.

**General Damages:** The sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

**In Writing:** This includes any hand-written, typed or printed communication, including fax transmissions and electronic mail (e-mail).

**Label:** Any document, certificate or attestation confirming that the works, products, services, processes or procedures in question meet certain requirements.

**Liquidated Damages:** The sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.

**Modification:** An instruction given by the Project Manager/Leader/Engineer which modifies the works/supplies/services.

**Month:** Calendar month.

**National Currency:** The currency of the country of the Contracting Authority, which is the Euro.

**New:** ALL the materials and supplies included in the contract must have never been used before and manufactured not earlier than 12 months from date of last signature of the contract, unless otherwise specified and allowed by the Contracting Authority.

**Period:** A period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.

**Plant:** Appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

**Project Leader's Representative:** Any natural or legal person, designated by the Project Leader as such under the contract, and empowered to represent the Project Leader in the performance of his functions, and in exercising such rights and/or powers as have been delegated to him. In this case, references to the Project Leader will include his representative.

**Project Manager:** The legal or natural person responsible for monitoring the execution of the contract on behalf of the Contracting Authority, where the latter is not the Central Government Authority.

**Project:** The project in relation to which the services are to be provided under the contract.

**Provisional Sum:** A sum included in the contract and so designated for the execution of works or the supply of goods, materials, plant or services, or for contingencies, which sum may be used in whole or in part, or not at all, as instructed by the Engineer.

**Public Service:** Government Ministries and Departments.

**Services:** Activities to be performed by the Contractor under the contract such as technical assistance, studies, training and designs.

**Site:** The place/s stipulated in the contract where the contract requirements shall be carried out.

**Special Conditions:** The Special Conditions laid down by the Contracting Authority are an integral part of the tender document, amplifying and supplementing the general conditions. These clauses are specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).

**Project Leader/Engineer:** The legal or natural person responsible for administering the contract on behalf of the Contracting Authority.

**Technical Specifications:** the specification in a document defining the required characteristics of a product or a service, such as quality levels, environmental and climate performance levels, design for all requirements (including accessibility for disabled persons) and conformity assessment, performance, use of the product, safety or dimensions, including requirements relevant to the product as regards the name under which the product is sold, terminology, symbols, testing and test methods, packaging, marking and labelling, user instructions, production processes and methods at any stage of the life cycle of the supply and conformity assessment procedures.

**Tender Document/s:** The procurement documents compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

**Tender Price:** The sum stated by the tenderer in his tender for carrying out the contract.

**Time Limits:** Those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.

**Written communications:** *Certificates, notices, orders and instructions issued in writing under the contract.*

## SECTION A: GENERAL ADMINISTRATIVE INFORMATION

### FORM A1 - CANDIDATE INFORMATION

**(or if submitting an ESPD - Data Concerning the economic operator to be submitted by filling Part II of the European Single Procurement Document (ESPD). Part II (2A.1 till 2A.13.1)**

A1.1	Name of Candidate	
	<p>The Candidate submitting this application must be the same legal entity with which the Central Government Authority, on behalf of the Contracting Authority, shall sign the Contract. Where the Candidate is an individual company, the information of Form A1 refers to the Candidate company. Where the Candidate is a joint-venture/consortium of partner companies, the information of Form A1 refers to the joint-venture/consortium, and not to the lead partner.</p>	
	Candidate Name:	

A1.2	Candidate Information	
	Address:	
	Telephone No.:	
	Fax No.:	
	e-Mail Address:	
	Website:	

A1.3	Candidate Registered Office	
	Company Registration No.:	
	Date of Registration:	
	VAT Registration No.:	



**FORM A2 - JOINT-VENTURE/CONSORTIUM INFORMATION (continued)**

<b>A2.3</b>		<b>Contact Details of Candidate Partners</b>	
	Lead Partner 1	Company Name:	
		Address:	
		Telephone No.:	
		e-Mail Address:	
	Partner 2	Company Name:	
		Address:	
		Telephone No.:	
		e-Mail Address:	
	Partner 3	Company Name:	
		Address :	
		Telephone No.:	
		e-Mail Address:	

**FORM A2 - JOINT-VENTURE/CONSORTIUM INFORMATION (continued)**

<b>A2.4</b>		<b>Registered Office of Candidate Partners</b>	
	Lead Partner 1	Company Name:	
		Company Registration No.:	
		Date of Registration:	
		VAT Registration No.:	
	Partner 2	Company Name:	
		Company Registration No.:	
		Date of Registration:	
		VAT Registration No.:	
	Partner 3	Company Name:	
		Company Registration No.:	
		Date of Registration:	
		VAT Registration No.:	

**FORM A2 - JOINT-VENTURE/CONSORTIUM INFORMATION (continued)**

<b>A2.5</b>		<b>Contact Persons</b>	
	Lead Partner 1	Name:	
		Telephone No.:	
		Mobile No.:	
		e-Mail Address:	
	Partner 2	Name:	
		Telephone No.:	
		Mobile No.:	
		e-Mail Address:	
	Partner 3	Name:	
		Telephone No.:	
		Mobile No.:	
		e-Mail Address:	

**FORM A3 - JOINT-VENTURE/CONSORTIUM RESPONSIBILITIES**

<b>A3</b>		Nature of Works to be Performed by Each Partner	
	Lead Partner 1	Company Name:	
		Project Specialisation Field:	
	Partner 2	Company Name:	
		Project Specialisation Field:::	
	Partner 3	Company Name:	
		Project Specialisation Field:	

**Signature:** .....

Person or persons authorised to sign on behalf of the joint-venture/consortium

**Name and Surname:** .....

Block letters

**Date:** .....

#### A4 - CANDIDATE'S POWER OF ATTORNEY

(or if submitting an ESPD B: Information about representatives of the economic operator - Reference 2B.1 to 2B.9)

A4	Candidate's Power of Attorney
	<p>Attach the <b>Power of Attorney, Board Resolution</b>, or other related documents, empowering and authorising the person/s signing Pre-Qualification Questionnaire and/or other documents, on behalf of the Candidate and/or individual partners, to so act.</p> <p>Enclose details marked as A4.1, inserting the same as per Checklist.</p>

**A5 - ORGANISATION CHART/S**  
 (OR IF SUBMITTING AN ESPD C: technical and professional ability  
 - Reference 4C.8 and 4C.8.1)

A5	Organisation Chart/s
	Where the Candidate is an individual company, the organisation chart showing the organisation structure of that company shall be submitted. Where the Candidate is a joint-venture/consortium of partner companies, the organisation charts showing the organisation structure of each partner company shall be submitted. Submissions shall be marked as A5.1, and inserted as per Checklist.

A5.1

Please provide details of your current staff complement indicating percentage of employees per work area (Production Personnel and Design Personnel).

	Work Areas	Number of employees
<b>Production</b>	Steel Fabrication	
	Engineering	
	Electrical workshop	
	Fit out	
	Administration	
	Purchasing and Stores	
	Project Management	
	Vessel Service	
	Other	
<b>Design</b>	Naval Architecture and Marine Engineering	
	Mechanical Engineering	
	Electrical and Electronics Engineering	
	Interior design	
	Other	

**FORM A6 - Exclusion grounds**  
(or by filling **Part III: Exclusion grounds** - of the European Single Procurement Document (ESPD)).

**A6** Exclusion grounds

Failure to disclose information relevant to this section or misrepresentation in relation to the information disclosed may result in exclusion of the Candidate from this procurement process or the termination of any subsequent contract that is to be awarded to them.

The economic operator may be asked to provide the relevant documentation or to state where the extract from the relevant register, for example judicial records, is available electronically to the contracting authority so that it may retrieve this information. By indicating this information, the Candidate agrees that the contracting authority may retrieve the documentation subject to what is stated in the data protection act or the respective national rules implementing Directive 95/46/EC on the processing of personal data, and in particular of special categories of data such as on offences, criminal convictions or security measure.

This is a mandatory criterion. All candidates are to submit this declaration duly endorsed and in the case of a joint venture, each joint-venture/consortium partner company shall submit his respective declaration.

Question Reference	Grounds relating to criminal convictions under the provisions of Maltese law (Regulation 192 of the Public Procurement Regulations).	Answer
6.A	Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by <i>res judicata</i> (final judgment) within the last five years for one of the reasons listed above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6A.1	If the relevant documentation is available electronically, please indicate:	Web address: [text]
		Issuing authority or body: [text]
		Precise reference of the documentation: [text]
6A.2	If yes, please indicate: a) Date of conviction, specify which of grounds 1 to 6 is concerned and the reason(s) for the conviction,	Date:[date]
		Ground(s): [number]
		Reason(s):[text]
6A.3	b) Identify who has been convicted;	[text]
6A.4	c) Insofar as established directly in the conviction indicate;	Ground(s): [number]
		Length of exclusion: [text]
6A.5	If the relevant documentation is available electronically, please indicate:	Web address: [text]
		Issuing authority or body: [text]
		Precise reference of the documentation: [text]
6A.6	In case of convictions, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion ("Self-Cleaning")?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6A.7	If yes, please describe the measures taken:	[text]

**B: GROUNDS RELATING TO THE PAYMENT OF TAXES OR SOCIAL SECURITY CONTRIBUTIONS**

Question Reference	Payment of taxes or social security contributions	Answer	
		Taxes	Social Security contributions
6B.1	Has the Economic Operator met all its obligations relating to the payment of taxes or social security contributions, both in Malta, and in the country in which it is established (registered), if that is not Malta?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6B.1.1	<b>If not, please indicate:</b>  a) Country or Member State concerned	<b>Taxes</b> [text]	<b>Social Security contributions</b> [text]
6B.1.2	b) What is the amount concerned?	[number]	[number]
6B.1.3	c) How has this breach of obligations been established:  1) Through a judicial or administrative decision:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6B.1.4	a) Is this decision final and binding?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
6B.1.5	b) Please indicate the date of conviction or decision.	[date]	[date]
6B.1.6	2) By other means? Please specify:	[text]	[text]
6B.1.7	c) Has the Economic Operator fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines?	<input type="checkbox"/> Yes <input type="checkbox"/> No  <b>If yes, please provide details:</b> [text]	<input type="checkbox"/> Yes <input type="checkbox"/> No  <b>If yes, please provide details:</b> [text]
6B.1.8	If the relevant documentation concerning payment of taxes or social contributions is available electronically, please indicate:	Web address: [text]	
		Issuing authority or body: [text]	
		Precise reference of the documentation: [text]	

**C: GROUNDS RELATING TO INSOLVENCY, CONFLICTS OF INTERESTS OR PRIOR INVOLVEMENT IN THE PREPARATION OF THE PROCUREMENT PROCEDURE**

**Instructions for Bidders**

Please note that for the purpose of this procurement the following exclusion shall apply.

For further information please refer to Regulation 194 of the Public Procurement Regulations.

<b>Question Reference</b>	<b>Information concerning insolvency</b>	<b>Answer</b>
6C.1	Is the bidder in any of the following situations:	<input type="checkbox"/> Yes <input type="checkbox"/> No
	a) Bankrupt, or	
6C.2	b) The subject of insolvency or winding-up proceedings, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
6C.3	c) In an arrangement with creditors, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
6C.4	d) In any analogous situation arising from a similar procedure under national laws and regulations, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
6C.5	e) That its assets are being administered by a liquidator or by the court, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
6C.6	f) That its business activities are suspended?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6C.a	If yes, please provide details:	[text]
6C.b	If yes, please indicate the reasons for being able nevertheless to perform the contract, taking into account the applicable national rules and measures on the continuation of business in those circumstances?	[text]
6C.c	If the relevant documentation is available electronically, please indicate:	Web address: [text],
<b>Question Reference</b>	<b>Information concerning conflicts of interest</b>	<b>Answer</b>
6C.7	Is the bidder aware of any conflict of interest due to its participation in the procurement procedure?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6C.7.1	If yes, please provide details:	[text]
<b>Question Reference</b>	<b>Information concerning prior involvement in the preparation of the Procurement Procedure</b>	<b>Answer</b>
6C.8	Has the bidder or an undertaking related to it advised the organisation or contracting entity or otherwise been involved in the preparation of the procurement procedure?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6C.8.1	If yes, please provide details:	[text]

## D: BLACKLISTING

Question Reference	Information concerning possible blacklisting related to labour law	Answer
6D.1	Has the Economic Operator, been declared guilty by a court or tribunal of an offence relating to employment law including those related to the Employment and Industrial Relations Act or any subsidiary legislation published under that Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6D.1.1	If yes, when did the breach occur?	[text]
6D.1.2	If yes, please give details about the breach:	[text]
6D.1.3	If yes, has the Director of Contracts informed the Economic Operator that he intends to Blacklist him?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6D.1.3.1	If yes, has the Economic Operator been declared Blacklisted by the Commercial Sanctions Tribunal/Court of Appeal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Question Reference	Information concerning possible blacklisting related to professional misconduct	Answer
6D.2	Is the economic operator guilty of grave professional misconduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6D.2.1	If yes, date when it happened:	[text]
6D.2.2	If yes, please provide details:	[text]
6D.2.3	If yes, has the Director of Contracts informed the Economic Operator that he intends to Blacklist him?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6D.2.4	If yes, has the Economic Operator been declared Blacklisted by the Commercial Sanctions Tribunal/Court of Appeal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Question Reference	Information concerning possible blacklisting related to professional misconduct	Answer
6D.3	Has the economic operator entered into agreements with other economic operators aimed at distorting competition?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6D.3.1	If yes, please provide details:	[text]
6D.3.2	If yes, has the Director of Contracts informed the Economic Operator that he intends to Blacklist him?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6D.3.3	If yes, has the Economic Operator been declared Blacklisted by the Commercial Sanctions Tribunal/Court of Appeal?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Question Reference	Information concerning possible blacklisting related to Early termination	Answer
6D.4	Has the Economic Operator experienced that a prior public contract, a prior contract with a contracting entity or a prior concession contract was terminated early, or that damages or other comparable sanctions were imposed in connection with that prior contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6D.4.1	If yes, please provide details:	[text]
6D.4.2	If yes, has the Director of Contracts informed the Economic Operator that he intends to Blacklist him?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6D.4.3	If yes, has the Economic Operator been declared Blacklisted by the Commercial Sanctions Tribunal/Court of Appeal?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Question	Information concerning possible blacklisting related to	Answer
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Reference	Misrepresentation	
6D.5.1	Can the Economic Operator confirm that:  a) <b>It has not been declared</b> guilty by a Court or Tribunal of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria,	<input type="checkbox"/> Yes <input type="checkbox"/> No
6D.5.2	b) <b>It has not withheld</b> such information,	<input type="checkbox"/> Yes <input type="checkbox"/> No
6D.5.3	c) It has been able, without delay, to submit the supporting documents required by an organisation or contracting entity, and	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable
6D.5.4	<b>If no</b> , has the Director of Contracts informed the Economic Operator that he intends to Blacklist him?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6D.5.5	<b>If no</b> , has the Economic Operator been declared Blacklisted by the Commercial Sanctions Tribunal/Court of Appeal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Question Reference	Information concerning possible blacklisting related to undue influence on the decision making process	Answer
6D.6	Can the Economic Operator confirm that it has not undertaken to unduly influence the decision making process of the organisation or contracting entity, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6D.6.1	<b>If no</b> , has the Director of Contracts informed the Economic Operator that he intends to Blacklist him?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6D.6.2	<b>If no</b> , has the Economic Operator been declared Blacklisted by the Commercial Sanctions Tribunal/Court of Appeal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Question Reference	Information concerning possible blacklisting carried out by the Director of Employment and Industrial Relations	Answer
6D.7	<b>Has the Economic Operator or any person who represents that economic operator been blacklisted by the Commercial Sanctions Tribunal or Court of Appeal of:</b>  a) failing to provide his employees with a written contract of service; or b) failing to provide his employees with a detailed pay slip containing all relevant details including amount paid, normal hours worked, overtime hours, hours worked on Sundays and public holidays, hours availed of a leave or sick leave, a breakdown of bonuses and allowances as well as deductions made; or c) failing to deposit wages or salaries by direct payment in the employee's bank account; or d) failing to provide the relevant bank statements of wages and salaries' deposit and copies of the detailed payslips, which are	<input type="checkbox"/> Yes <input type="checkbox"/> No

	to be made available as and when required by the Director of Industrial and Employment Relations; or e) sub contracting a public contract to another person employing the same employees of the principal contractor to carry out the same or similar duties for the execution of the said public contract.	
6D.7.1	If <b>yes</b> , date when it happened:	[text]
6D.7.2	If <b>yes</b> , please provide details:	[text]

Signature: .....  
(a person or persons authorised to sign on behalf of the Candidate)

Name and Surname (block letters): .....

Date: .....

## SECTION B: SELECTION CRITERIA

The Evaluation Committee will use the information provided by the Candidate in this Section to assess whether the Candidate is suitable to carry out the work/project highlighted in this Pre-Qualification Questionnaire. The Evaluation Committee reserves the right to verify information submitted by the candidate in respect of his previous clients and also to request information from current clients.

**SELECTION CRITERIA: PART I - CANDIDATE CONSOLIDATED FINANCIAL & ECONOMIC STANDING**

**FORM B1 - COMPANY FINANCIAL DATA**

(Or by filling Selection criteria Part IV: Selection criteria of the European Single Procurement Document (ESPD). **B: ECONOMIC AND FINANCIAL STANDING 4B2, 4B.2.4.1, 4B.6 and – 4B6.1)**

<b>B1.1</b>		<b>Company Financial Data</b>		
		<p>Where the Candidate is an individual company, the company shall fill in the forms hereunder, extracting data from the company audited financial statements. The Candidate financial standing shall be established from the aggregate marks assigned relative to the company financial statements. Where the Candidate is a joint-venture/consortium of partner companies, each partner company shall fill in the forms hereunder, extracting data from the respective company audited financial statements. The Candidate consolidated financial standing shall be established from the aggregate marks assigned relative to each partner company financial statements, weighted according to the their share in joint-venture/consortium of partner companies.</p> <p>It shall be noted that if the data filled in this section does not match the data stated in the submitted Financial Documents, the latter shall prevail.</p>		
		Name of Company:		
		2013 (€)	2014 (€)	2015 (€)
1.	Turnover related to shipbuilding			
2.	Current Assets			
3.	Current Liabilities			
5.	Total Liabilities			
6.	Total Assets			
8.	Operating Profit (Profit before Interest & Tax)			
9.	Capital Employed <sup>Note 1</sup>			

<sup>Note 1</sup> The Capital Employed is equal to the Total Assets less the Current Liabilities of the last three (3) years between 2013 and 2015

## FORM B1.2 - FINANCIAL DOCUMENTS

B1.2	Financial Documents
B1.2.1	<p><b>Financial Statements.</b> As a proof that the information provided in Form B1.1 is accurate, the Contracting Authority may request the candidates to submit Financial Documents for the years 2013 to 2015 to support the information provided at Evaluation stage within 5 days of being notified to do so.</p> <p>This is a mandatory criterion. Failure to submit the requested Financial Documents will automatically disqualify the Candidate.</p> <p>All figures are to be denominated in Euro. In the event where the reporting currency of the company is in a different currency, the figures must be converted to euro. The conversion date quoted shall be as at the date of the financial statements. These adjusted financial statements must be accompanied by an audit certificate.</p>
B1.2.2	<p><b>Auditors' Comfort Letter.</b> This is a letter drafted and endorsed by the company's auditors, affirming the Candidate's financial capacity to perform the works to be carried out in relation to the requirements of this Competitive Dialogue process and subsequent procurement. The Comfort Letter shall be submitted at Evaluation stage within 5 days of being notified to do so.</p>

## FORM B1.3.1 AUDIT OPINION EVALUATION

B1.3.1 Audit Opinion Evaluation				
The audit opinion evaluation shall be contingent upon the type of audited financial statements submitted. Either unqualified or qualified audited financial statements may be submitted. For the year ending 2015 only, management accounts may be submitted. Offers of candidates, who submit Management Accounts for the years 2013 and 2014, shall be rejected.				
Name of Company:				
<i>Fill in as applicable (for each year): Q - Qualified; U - Unqualified; M - Management Accounts</i>				
		2013	2014	2015
	Financial Statement			

## FORM B1.3.1 AUDIT OPINION EVALUATION MARKS ASSIGNMENT

B1.3.1 Audit Opinion Evaluation Marks Assignment	
The maximum score for each set of annual financial statement is 3 marks. A maximum aggregate score of 9 marks is assigned for the audit opinion evaluation for the years 2013 to 2015. The marks assigned per annum shall be as indicated hereunder.	
	<b>Marks</b>
Unqualified Audited Financial Statements	3
Qualified Audited Financial Statements	2
Management Accounts <sup>Note 1</sup>	1

Note 1

The 1 mark score for the submission of Management Accounts instead of Financial Statements is applicable only for the year ended 2015. Offers of candidates, who submit Management Accounts for the years 2013 and 2014, shall be rejected.

## FORM B1.3.2 - TURNOVER AND FINANCIAL RATIOS ASSESSMENTS BASED ON HISTORICAL DATA

(Or by filling Selection criteria Part IV: Selection criteria of the European Single Procurement Document (ESPD). B: ECONOMIC AND FINANCIAL STANDING 4B.4 - 4B4.1)

B1.3.2	Turnover and Financial Ratios Assessments Based On Historical Data				
	<p>The company shall enter the annual financial ratio assessments as indicated hereunder. The score shall be given to the resulting average amount/ratio based on the three (3) year results of the financial assessment measurements. A maximum score of 16 marks is assigned for the turnover related to shipbuilding and financial ratio assessments.</p> <p>It shall be noted that if the data inputted in this section does not match the data stated in the submitted Financial Documents, the latter shall prevail.</p>				
	Name of Company:				
	<b>Financial Ratio Assessments</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>Average</b>
	Turnover related to shipbuilding (€)				
	Current Ratio <small>Note 1</small>				
	Debt Ratio <small>Note 2</small>				
	Return on Capital Employed <small>Note 3</small>				

Note 1 The company shall provide the respective company Current Ratio as a Liquidity Ratio (i.e. Current Assets divided by Current Liabilities) of the last three (3) years between 2013 and 2015.

Note 2 The company shall provide the respective company Debt Ratio as a Solvency Ratio (i.e. {Total Liabilities divided by Total Assets}) of the last three (3) years between 2013 and 2015.

Note 3 The company shall provide the respective company ROCE (i.e. {profit before interest and tax over capital employed}) of the last three (3) years between 2013 and 2015.

B1.3.3	Average Total Annual Turnover related to Shipbuilding marks assignment	
	The marks assigned for the average Total Annual Turnover, based on the results of the financial assessment measurements of the last three (3) years between 2013 and 2015, shall be as indicated hereunder.	
	Average Total Annual Turnover	Marks
	Above €80 million	4
	Above €60 million up to €80 million	3
	Above €40 million up to €60 million	2
	€40 million and below	1

B1.3.4	Average Current Ratio marks assignment	
	The marks assigned for the average Current ratio, based on the results of the financial assessment measurements of the last three (3) years between 2013 and 2015, shall be as indicated hereunder.	
	Average Current Ratio	Score
	Above 1.4:1	4
	Above 1.2:1 up to 1.4:1	3
	Above 1:1 up to 1.2 :1	2
	1:1 and below	1

<b>B1.3.5</b>	<b>Average Debt Ratio Marks Assignment</b>	
	The marks assigned for the average Debt ratio based on the results of the financial assessment measurements of the last three (3) years between 2013 and 2015, shall be as indicated hereunder.	
	<b>Average Debt Ratio</b>	<b>Score</b>
	Above 0.9	4
	Above 0.7 up to 0.9	3
	Above 0.5 up to 0.7	2
	0.5 and below	1

<b>B1.3.6</b>	<b>Average Return on Capital Employed</b>	
	The marks assigned for the average return on Return Capital Employed on the results of the financial assessment measurements of the last three (3) years between 2013 and 2015, shall be as indicated hereunder.	
	<b>Average Return on Capital Employed</b>	<b>Marks</b>
	Above 10%	4
	Above 7% up to 10%	3
	Above 4% up to 7%	2
	4% and below	1

## FORM B1.4 - FINANCIAL STANDING SCORE

B1.4	Financial Standing Score
	<p>For any one candidate, the financial standing score is the sum of the audit opinion evaluation marks assignment, the turnover related to shipbuilding and the financial ratio assessments marks assignment; with the maximum aggregate score adding to 25 marks.</p> <p>In the case where the Candidate is a joint-venture/consortium of partner companies, however, the score of each partner company is weighted according to the individual share in the joint venture/consortium.</p>

## SELECTION CRITERIA: PART II - CANDIDATE EXPERIENCE

(Or by filling **Selection criteria Part IV: Selection criteria** of the European Single Procurement Document (ESPD). **C: TECHNICAL AND PROFESSIONAL ABILITY 4C.1.2)**

B2	Candidate Experience
	<p>The Candidate shall provide information of shipbuilding projects including design, construction, testing, commissioning and delivery completed during the past 10 years (2006-2016). It is essential that all the ships referred in this section are still operational and that they may be potentially inspected by an evaluation committee. In case that the actual construction of the hull and the respective outfitting of the vessel have not been completed at the same site/facility/shipyard, this fact must be reported with all relevant information in form B.2.1.</p> <p>In order to be able to qualify for this section of this PQQ, all interested candidates <u>shall comply with the following:</u></p> <ol style="list-style-type: none"><li>1. A candidate must have designed and built at least one vessel, with Length Overall (LOA) of 70m or more, from one of the two categories listed below (<b>within the restrictions referred to in 'Note 1' under this section</b>). Additionally, the vessel shall have been classed (given the Class Notation) with one of the International Association of Classification Societies (IACS) members during the design and construction for offshore operations or equivalent.<ol style="list-style-type: none"><li>A. Vessels that were built for a Navy, and/or Coast Guard or any other paramilitary/governmental entity.</li><li>and/or;</li><li>B. Commercial Offshore Vessels;</li></ol></li><li>2. Provide a minimum of 3 Reference Letters (<b>within the restrictions referred in 'Note 2' under this section</b>)</li></ol>

For every vessel candidates must fill in form marked 'B.2.1- Experience: Details of vessel constructed and delivered'. Marks shall be allocated for a maximum of sixteen vessels delivered/completed; in the categories specified hereunder.

Table 1:

<b>Category A (Naval, Coastguard, Governmental or Paramilitary)</b>					
Length Overall (LOA)- meters	Marks for Quantity of ships built over the last 10 years (2006-2016)				Total
	1 ship	2 ships	3 ships	4 or more ships	
Above 75 m and up to and equal to 95m	2	3	5	7	7
Above 70 m and up to and equal to 75m	3	5	7	9	9
50 m up to and equal to 70m	1	2	3	4	4
Maximum Total Marks					20

Table 2:

<b>Category B (Commercial Offshore Vessels)</b>					
Length Overall (LOA)- meters	Marks for Quantity of ships built over the last 10 years (2006-2016)				Maximum Total Marks
	1 ship	2 ships	3 ships	4 or more ships	
70m up to and equal to 95m	2	3	4	5	5

**Note 1:**

Candidates shall quote and will be awarded points as indicated above, for successfully delivered/completed projects, in a maximum of two countries. If a candidate quotes successfully completed projects, in more than two countries, his offer shall be rejected. Moreover, the recommended candidate must carry out his contractual obligations (pre-delivery in Malta) in one of the shipyards quoted in this PQQ.

And

For each Reference letter listed in Form B.2.1, marks will be awarded as follows.

<b>Table 3.</b>	<b>Referees</b>							
	Number of Referees for ships listed in form B.2.1	0	1	2	3	4	5	6 or more
	Marks	0	1	2	3	4	5	5

**Note 2:**

The submission of a minimum of three (3) reference letters issued by customers is required for the ships listed by candidates in Form B. 2.1- 'Experience: Details of vessel constructed and delivered'. Offers of candidates who fail to submit three reference letters shall be rejected. In case of reference letters that include more than one ship (for the same customer), relevant marks will be awarded for each ship included in the reference letter. The evaluation committee reserves the right to verify the information submitted by contacting directly the clients.

## SELECTION CRITERIA: PART III - COMPETENCE

### FORM B3 Competence

(Or by filling **Selection criteria Part IV: Selection criteria** of the European Single Procurement Document (ESPD). **C: TECHNICAL AND PROFESSIONAL ABILITY** 4C.2, , 4C.11-11.2, 4C.12, 4C.12.2, and **D: QUALITY ASSURANCE SCHEMES AND ENVIRONMENTAL STANDARDS** 4D.1, 4D.2

<b>B 3.1</b>	<p><b>Competence</b></p> <p>Candidates are required to provide evidence of having the necessary resources and competences of their staff's professional experience and a rigorous Quality Assurance System to conduct the Design, build, Outfit, Commission, Test and Delivery of the new OPV for the AFM. This will be divided as follows:</p> <ol style="list-style-type: none"> <li><b>1) Candidates' professional experience</b> Candidate's professional experience related to the specific areas are to be presented</li> <li><b>2) Quality and Environmental Management System</b> The Candidate's are to confirm and document that the company has a working quality management system. Certificates of approval are to be presented as requested.</li> </ol> <p>Bidders should be aware that they may be asked to confirm at BAFO stage that there has been no material change to the skills, experience and resources available to them since submitting their PQQ. Changes may only be approved by the Contracting Authority (Exclusivity and Availability).</p>
	<p><b>1) CANDIDATES' PROFESSIONAL EXPERIENCE</b></p>
<b>B3.2</b>	<p><b>Candidate's technical personnel experience</b></p> <p>Candidates are required to submit information pertaining to a minimum of one technical person for each of the following five work areas. These persons have to be committed to work under the contract and may be either directly employed or engaged to work on the contract.</p> <ul style="list-style-type: none"> <li>• 1: Naval Architecture and/or Marine Engineering;</li> <li>• 2: Mechanical Engineering;</li> <li>• 3: Electrical and Electronics Engineering;</li> <li>• 4: Project Management</li> <li>• 5: Fabrication and Installation</li> </ul> <p>For each nominated person, candidates must state the list of delivered/completed ship building projects (construction of new vessels and not including projects on existing vessels) related to the scope of this PQQ in which they were involved during the <u>period 2001-2016</u>, specifying their role (in one of the five areas of expertise mentioned above). The nominated personnel shall be directly involved in the actual work for the design and construction of the new OPV for the AFM (unless there are reasons of 'force majeure').</p>

Candidates shall as a minimum quote one person for each of the five categories requested above. Each nominated person shall satisfy the minimum requirements listed in the table below and shall be awarded 1 mark. Candidates quoting more than one person for one particular work area shall be awarded marks for the highest experienced person only. Therefore the minimum mark that may be obtained under this part in order for a candidate's offer to reach the minimum requirements is 5 marks. The maximum mark that may be obtained under this part is 10 marks or 2 marks for each work area. Offers of candidates who do not meet this minimum requirement shall be rejected.

Fill in forms marked B.3.1, B.3.2, B.3.3, B.3.4, B.3.5,

Marks will be allocated as follows:

### Competence- Professional Experience

Work Areas	Experience in delivered/completed ship building projects (construction of new vessels and not including projects on existing vessels) of <u>at least 2</u> Naval, and/or Coast Guard or any other paramilitary/governmental vessels (with an overall length of between 50 m and 95 m) constructed to full scale in accordance with an approved IACS member standard (1 mark for each work area)	Experience in delivered/completed ship building projects (construction of new vessels and not including projects on existing vessels) of <u>at least 3 or more</u> Naval, and/or Coast Guard or any other paramilitary/governmental vessels (with an overall length of between 50 m and 95 m) constructed to full scale in accordance with an approved IACS member standard (2 marks for each work area)
1: Naval Architecture and/or Marine Engineering;	1	2
2: Mechanical Engineering;	1	2
3: Electrical and Electronics Engineering;	1	2
4: Fabrication and Installation;	1	2
5: Project Management;	1	2
Maximum Total		10

B3.2	2. QUALITY AND ENVIRONMENTAL MANAGEMENT SYSTEM	Maximum Score
3.2.1	<p>Please provide <b>Certificates</b> (From Accredited Certification bodies) regarding Company (QMS) Quality Management System (based on the current ISO 9001 or equivalent STANDARD). The scope of the certificates presented must include the work site where the OPV will be designed, constructed, outfitted, tested and commissioned.</p> <p>Marks will be allocated as follows:</p> <ol style="list-style-type: none"> <li>1) Design (or similar wording used in the certification), (3 mark)</li> <li>2) Construction and/or Development and/or Manufacture and/or Building and/or Production (or similar wording used in the certification) of new Ships, (4 mark)</li> </ol>	7
3.2.2	<p>Submission of a valid AQAP 2110 Certificate for the work site where the OPV will be constructed.</p>	1
3.2.3	<p>Submission of extracts (maximum 100 pages ) from a Configuration Management (CM) program or similar document, for up to 3 ships which have been delivered by the candidate during the last 10 years. Documentation must include extracts of drawings, description of ship Systems, Equipment and Machinery.</p> <p><u>1mark</u> will be allocated for every extract of CM, or similar document, presented for up to three ships.</p>	3
3.2.4	<p>Submission of extracts (minimum 100 pages in total) from an Integrated Logistics System (ILS) or similar document for up to 3 ships which have been constructed and delivered by the candidate during the last 10 years. The ILS activities must include at least a sample of the following:</p> <ul style="list-style-type: none"> <li>• Extracts of a Preventive Maintenance Schedule manual for systems and subsystems detailing intervals and procedures (1 mark for each ship);</li> <li>• Extracts of a Spare Parts Manuals for systems and subsystems(1 mark for each ship);</li> </ul> <p>Maximum 2 marks will be allocated for each extract ILS or similar document presented for up to three ships.</p>	6
3.2.5	<p>Please provide <b>Certificates</b> from Accredited bodies regarding Company (Environmental Management System (EMS) (based on the current ISO 14001 STANDARD or equivalent).</p> <p>The scope of the EMS system must cover all the Company's work sites where the new OPV will be constructed and outfitted.</p>	3
Maximum Score		20

<b>SELECTION CRITERIA: PART IV - PRODUCTION FACILITIES</b>		
(Or by filling <b>Selection criteria Part IV: Selection criteria</b> of the European Single Procurement Document (ESPD). <b>C: TECHNICAL AND PROFESSIONAL ABILITY</b> 4C.3,4C.4,4C.5, 4C.9 and 4C.11)		
	<b>Note: Candidates must provide the information requested for the shipyard/facility where the OPV is going to be constructed , outfitted, tested &amp; commissioned.</b>	
4.1	<b><u>Shipyard Fabrication Facilities:</u></b> Eleven(11) marks will be allocated for the submission of the above information as listed below:	SCORE
4.1.1	Please provide general description of shipyard facilities to include size of building berths and/or dry docks, and/or floating docks with available crane facilities	1
4.1.2	For covered work areas for hull production with available crane facilities, 2 marks will be allocated	2
4.1.3	Please provide information relating to Depth and Weight limitations during in/out docking	2
4.1.4	Please provide evidence of your company's current <u>Structural standards and practices.</u>	2
4.1.5	Please provide evidence of your company's current <u>Piping standards and practices</u>	1
4.1.6	Please provide information for <u>blasting and painting facilities</u>	1
4.1.7	Please provide evidence of your company's <u>CAD/CAE/CAM systems</u>	1
4.1.8	Please provide evidence of your company's <u>Material procurement Management system</u>	1
4.2	<b><u>Technical Resources</u></b> <b>Please provide information/evidence of the relevant technical resources to include the following:</b> <u>Four (4)marks</u> will be allocated for the submission of the above information as listed below:	
4.2.1	i. Testing and monitoring equipment/tools used during design and construction	2
4.2.2	ii. An <u>Incoming</u> quality control section whereby raw materials are sample checked and verified to be in accordance with contract specifications	2
<b>Maximum Score</b>		<b>15</b>

Form B 2.1	Experience: Details of vessel constructed and delivered	
Please provide information for the vessels constructed and delivered as per criteria required in section B2 of this PQQ carried out during the last 10 years (2006-2016) by your company or as part of a consortium/joint venture during the time the vessel was built and delivered. If vessels presented in this section where the company was part of a consortium/joint venture, additional information in Form B2.2 must be inserted.		
Name of Country		
Name of Organization/Customer:		
Website (if any):		
Name(s) of Vessel(s) (for multiple units of the same class)		
Number of the same variant constructed		
Name of Referee within the Organization/customer		
Building Site location, Name and Address	Location 1:  Location 2 (if any):	
Telephone Number of Referee:		
e-Mail Address: of Referee:		
Length Overall (LOA) in meters and Role/Function:		
Date of signing of contract:		
Delivery Date:		
Classification Society Notations:		
Was contract satisfactorily completed in the allocated time?		

Have you had any delays in the execution of this contract where damages have been claimed by the contracting authority?	YES / NO If "Yes" please give details.
---	--

**This Form must also be accompanied by a Reference letter and a coloured picture of the vessel of at least A4 size.**

Form B.2.2	Experience: Details of vessel constructed and delivered
<p>This part is to be filled together with Form B.2.1 <u>only</u> by companies being part of a consortium/joint venture during the construction and delivery of the vessel referred in Form B.2.1 in the last 10 years (2006-2016) as per criteria required in section B2 of this PQQ.</p>	
Partner 1	Company Name:
	Address:
	Telephone Number :
	Email address:
	Percentage share:
Partner 2	Company Name:
	Address:
	Telephone Number :
	Email address:
	Percentage share:

Form B.3.1	Technical Person 1- Naval Architecture and/or Marine Engineering
Name	
Project Number (1 to maximum of 4):	
Qualifications and year obtained	
Name/ Class of Vessel	
Length of vessel (50- 95m)	
Test Model Basin (if any)	
Project Commencement Date:	
Project Completion Date:	
Client/ Present Owner Name:	
Client/ Present Owner e-Mail:	
Project Works Description:	

This form must be accompanied with the following Documentation:

1. General Arrangement Drawing for each respective project
2. Project Documentation
3. Project Photographs
4. Documentation proving the designation and role of Key Expert for each respective project

Form B.3.2	Technical Person 2- Mechanical Engineering
Name	
Project Number (1 to maximum of 4):	
Qualifications and year obtained	
Name/ Class of Vessel	
Length of vessel (50-95 m),	
Project Commencement Date:	
Project Completion Date:	
IACS Class Notations	
Client/ Present Owner Name:	
Client/ Present Owner e-Mail:	
Project Works Description:	

This form must be accompanied with the following Documentation

1. General Arrangement Drawing for each respective project
2. Project Documentation
3. Project Photographs
4. Documentation proving the designation and role of Key Expert for each respective project

Form B.3.3	Technical Person 3- Electrical and Electronics Engineering
Name	
Project Number (1 to maximum of 4):	
Qualifications and year obtained	
Name/ Class of Vessel	
Length of vessel (50-95 m),	
IACS Class Notations	
Project Commencement Date:	
Project Completion Date:	
Client/ Present Owner Name:	
Client/ Present Owner e-Mail:	
Project Works Description:	

This form must be accompanied with the following Documentation

1. General Arrangement Drawing for each respective project
2. Project Documentation
3. Project Photographs
4. Documentation proving the designation and role of Key Expert for each respective project

Form B.3.4	Technical Person 4- Project management
Name	
Qualifications and year obtained	
Project Number (1 to maximum of 4):	
Name/ Class of Vessel	
Length of vessel (50-95 m),	
Project Commencement Date:	
Project Completion Date:	
IACS Class Notations	
Client/ Present Owner Name:	
Client/ Present Owner e-Mail:	
Project Works Description:	

This form must be accompanied with the following Documentation

1. General Project Plan for each respective project
2. Project Documentation
3. Project Photographs
4. Documentation proving the designation and role of Key Expert for each respective project

Form B.3.5	Technical Person 5- Fabrication and Installation
Name	
Qualifications and year obtained	
Project Number (1 to maximum of 4):	
Name/ Class of Vessel	
Length of vessel (50-95 m),	
Test Model Basin	
Project Commencement Date:	
Project Completion Date:	
IACS Class Notations	
Client/ Present Owner Name:	
Client/ Present Owner e-Mail:	
Project Works Description:	

This form must be accompanied with the following Documentation

1. General Arrangement Drawing for each respective project
2. Project Documentation
3. Project Photographs
4. Documentation proving the designation and role of Key Expert for each respective project

**PART C - DECLARATIONS**

**C1 - HEALTH AND SAFETY STATEMENT**

Or if submitting the European single Procurement Document attach to the ESPD

<b>C1</b>	<b>HEALTH AND SAFETY STATEMENT</b>
	<p>We hereby state that this company meets the requirements of the regulations relating to Health and Safety Management System as per OHSAS 18001 or equivalent and has an approved certificate (Issued by Accredited Certification Bodies, preferable from IACS members or equivalent).</p> <p>Certificates must be presented detailing each work site and the scope of certification.</p> <p>We accept that the contracting authority, on request, will be granted the right to review and verify the company's system for protection of health, safety and environment.</p> <p>Chief Operating Officer - COO (sign.) <span style="float: right;">Date:</span></p> <p>Representative for the employees (sign.) <span style="float: right;">Date:</span></p> <hr/> <p>We accept that the contracting authority, on request, will be granted the right to review and verify the company's system for protection of health, safety and environment.</p> <p>Binding signature:</p> <p>Chief Operating Officer - COO <span style="float: right;">Date:</span> (sign.)</p> <p>Enclose details marked as C2, inserting the certificates requested</p>

**FORM C2 - CERTIFICATION OF QUESTIONNAIRE BY CANDIDATE**  
 Or by filling Part VI: Concluding statements of the European Single Procurement  
 Document (ESPD).

<b>C2</b>	<b>Certification of Questionnaire by Candidate</b>
	<p>When you have completed the questionnaire, please read and sign the section below:</p> <p>I/We certify that the information supplied is accurate, to the best of my/our knowledge, and that I/we accept the conditions and undertakings requested in the questionnaire. I/We understand that false information could result in my/our exclusion from the PQQ process.</p> <p>Signed: ..... Name: .....</p> <p>Date: ..... Position: .....</p> <p>For, and on behalf of: .....                      (company)</p> <p><u>Note:</u></p> <p>Please note the term “company” refers to the Candidate lead partner sole proprietor, partnership, incorporated company, and cooperative, as appropriate. The undertaking should be signed by a partner or authorised representative in her/his own name and on behalf of the company.</p>

**FORM C3 - DATA PROTECTION ACT AND FREEDOM OF INFORMATION**  
 Or if submitting the European single Procurement Document attach to the ESPD

<b>C3</b>	<b>Data Protection Act and Freedom of Information</b>
	<p>Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the Contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management, and follow-up of the procurement procedure and/or subsequent contract by the Central Government Authority/Contracting Authority, without prejudice to possible transmission to the bodies charged with a monitoring or inspection task, in conformity with National and/or Community law.</p> <p>The provisions of this procurement procedure and the subsequent final contract are without prejudice to the obligations of the Central Government Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Central Government Authority, prior to disclosure of any information to a third party in relation to any provisions of this procurement procedure and the subsequent final contract which have not yet been made public, shall consult the Candidate/Contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation, and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Central Government Authority, in terms of the Act.</p> <p>Signature: .....</p> <p><i>(a person or persons authorised to sign on behalf of the Candidate)</i></p> <p>Name and Surname (block letters): .....</p> <p>Date: .....</p>

## CHECKLIST

D.1 CHECKLIST: SECTION A - GENERAL ADMINISTRATIVE INFORMATION			
Checklist: Section A - General Administrative information			
Question Nr.	Information Required	Submitted	N/A
A1.1	Name of Candidate		
A1.2	Candidate Information		
A1.3	Candidate registered Office		
A1.4	Agency, if any, in the country of the Contracting Authority		
A1.5	Candidate Contact Person		
A2	Information about Joint Venture/Consortium including the Joint Venture/Consortium agreement - Form A2.3, A2.4, A2.5.		
A3	Information about the nature of work to be performed by Each Partner in case of a Joint Venture/Consortium - Form A3		
A4	Power of Attorney. Board Resolution.		
A5	Organization chart with details, showing the Company structure including the positions key personnel. Structure of partners/consortia and sub-contractors if applicable.		
A6	Exclusion grounds for: A: Grounds relating to criminal convictions  B: Grounds relating to the payment of taxes or social security contributions  C: Grounds relating to insolvency, conflicts of interests or prior involvement in the preparation of the procurement procedure		

**D.1 CHECKLIST: SECTION A - GENERAL ADMINISTRATIVE INFORMATION**

**Checklist: Section A - General Administrative information**

D. Blacklisting		
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**D.2 CHECKLIST: SECTION B - SELECTION CRITERIA**

**Checklist: Section B Part I -Candidate Consolidated Financial Standing**

Form/Doc. No.	Information Required	Submitted
B1.1	Company Financial Data - Form B1	
B1.2	Financial Statements and Auditors' Comfort letter	To be submitted at evaluation stage (if requested)
B1.3.2	Annual financial ratio assessments including: <ul style="list-style-type: none"> <li>• Turnover related to Shipbuilding</li> <li>• Current Ratio</li> <li>• Debt Ratio</li> <li>• Return on Capital Employed</li> </ul>	

**Checklist: Section B Part II – Candidate Experience**

Form/Doc. No.	Information Required	Submitted (YES/NO)
B2	Information of shipbuilding projects for the design, construction, testing, commission and deliveries completed during the last 10 years (2006-2016)- Form B.2.1.	
B2	Reference letters to be accompanied with form B.2.1	
B.2.2	Information of candidates being part of a consortium/joint venture during the construction and delivery of the vessel referred in Form B.2.1 in the last 10 years (2006-2016) as per criteria required in section B2 of this PQQ -	

**Checklist: Section B Part II – Candidate Experience**

<b>Form/Doc. No.</b>	<b>Information Required</b>	<b>Submitted (YES/NO)</b>
	Form B.2.2	

**Checklist: Section B Part III– Competence**

<b>Form/Doc. No.</b>	<b>Information Required</b>	<b>Submitted (YES/NO)</b>
B.3.1	<b>Competence- Professional Experience</b>	
B.3.1	For Nominated Person 1 (Naval Architecture and/or Marine Engineer), list of delivered/completed projects related to the scope of this PQQ in which he/she was involved during the period 2001-2016, specifying his/her role in each project - Form B.3.1	
B.3.2	For Technical Person/s 2 (Mechanical Engineer), list of delivered/completed projects related to the scope of this PQQ in which he/she was involved during the period 2001-2016, specifying his/her role in each project - Form B.3.2	
B.3.3	For Technical Person/s 3 (Electrical and Electronics Engineer), list of delivered/completed projects related to the scope of this PQQ in which he/she was involved during the period 2001-2016, specifying his/her role in each project - Form B.3.3	
B.3.4	For Technical Person/s 4 (Project Management), list of delivered/completed projects related to the scope of this PQQ in which he/she was involved during the period 2001-2016, specifying his/her role in each project - Form B.3.4	
B.3.5	For Technical Person/s 5 (Fabrication and Installation), list of delivered/completed projects related to the scope of this PQQ in which he/she was involved during the period 2001-2016, specifying his/her role in each project- Form B.3.5	
B.3.2	<b>Quality and Environmental Management System</b>	
B3.2.1	Certificates (From Accredited bodies such as IACS members) regarding Company (QMS) Quality Management System (based on the current ISO 9001 or equivalent STANDARD). The scope of the certificates presented must include the worksite where the OPV will be designed, constructed, outfitted, tested and commissioned or similar wording used in the certification	
B3.2.2	Submission of a Valid AQAP 2110 Certificate (or equivalent STANDARD) for the worksite where the OPV will be constructed	

**Checklist: Section B Part III– Competence**

<b>Form/ Doc. No.</b>	<b>Information Required</b>	<b>Submitted (YES/NO)</b>
B3.2.3	Submission of Extracts of a Configuration Management Program or similar document	
B3.2.4	Submission of extracts of an Integrated Logistics System (ILS) or similar document	
B3.2.5	Submission of candidates Environmental Management System based on ISO 14001 for the worksite where the OPV will be constructed and outfitted	

**Checklist: Section B Part IV– Production Facilities**

B4.1	Shipyards Fabrication Facilities:	
B4.1.1	General description of shipyard facilities to include size of building berths, dry docks, floating docks with available crane facilities	
B4.1.2	Description for covered work areas for hull production, building berths, dry docks, floating docks with available crane facilities,	
B4.1.3	Information relating to Depth and Weight limitations during in/out docking	
B4.1.4	Evidence of your company's current <u>Structural standards and practices</u>	
B4.1.5	Evidence of your company's current <u>Piping standards and practices</u>	
B4.1.6	Information for blasting and painting facilities	
B4.1.7	Evidence of your company's <u>CAD/CAE/CAM systems</u>	
B4.1.8	Evidence of your company's <u>Material procurement Management system</u>	
B4.2	Technical Resources: Submission of information/evidence of the relevant technical resources to include the following:	
B4.2.1	i. Testing and monitoring equipment/tools	
B4.2.2	ii. An <u>Incoming</u> quality control section whereby raw materials are sample checked and verified to be in accordance with contract specification	

## D.2 CHECKLIST: SECTION C - DECLARATIONS BY THE CANDIDATE

### Checklist: Section C - DECLARATIONS BY THE CANDIDATE

Form/Doc. No.	Information Required	Submitted (YES/NO)
C1	Health and Safety Statement, including the requested certificates	
C2	Certification of Questionnaire by Candidate	
C3	DATA PROTECTION ACT AND FREEDOM OF INFORMATION	

## D.3 CHECKLIST: SECTION D - CHECKLIST

### Checklist: Section D - Checklist

Form/Doc. No.	Information Required	Submitted
D1, D2, D3	Checklist	

## APPENDIX 1

### MEMORANDUM OF INFORMATION

**SUBJECT:**

Memorandum of Information for the Competitive Dialogue Procurement Procedure for the, Design, Construction, Testing, Commissioning and delivery of an Offshore Patrol Vessel for the Armed Forces of Malta

## Table of Contents

Purpose of Memorandum of Information	2
Introduction and Overview of the New OPV Project	2
Background	3
Scope of Project	4
High level Requirements	4
Optional Items	6
Payment Terms	6
Shipbuilding Contract and Special Conditions	6
Milestones	7
Competitive Dialogue Procedure	7
Evaluation of the Best and Final Offers	9
Evaluation Criteria	10
Contract Award	10
Expenses	10
Contract Duration	11
Training	11
Insurance	11
Bid Bond	11
Conflicts of Interest	11
Disclaimer	12

## **1. Purpose of Memorandum of Information**

This Memorandum of Information (MOI) provides a general overview of the Design, Construction, Testing, Commissioning and Delivery of an Offshore Patrol Vessel for the Armed Forces of Malta and the competitive dialogue procurement procedure.

The purpose of this MOI is to provide potential Candidates with sufficient information on the new OPV project and the Competitive Dialogue procurement procedure to enable them:

- To make an informed decision about whether they wish to participate
- To be informed about the Competitive Dialogue procurement procedure as a whole
- To submit a Prequalification Questionnaire (PQQ)

Annex A provides more detailed information about the specific areas/zones which are the subject of this PQQ. An Information Package is available accompanying this PQQ. It is recommended that the Candidates read all the information provided.

## **2. Introduction and Overview of the New OPV Project**

### **2.1 About the Contracting authority**

The Armed Forces of Malta (hereinafter AFM) forming part of the Ministry for Home Affairs and National Security is one of the primary national entities responsible for Maritime Border Operations for the Government of Malta areas of responsibility. The AFM boasts a number of air and maritime assets together with a joint operations centre that ensures effective maritime surveillance and security operations around the clock. The force has its main Headquarters in Luqa and the Maritime Squadron of the AFM is the naval component of the current Maltese military. It is located at Hay Wharf in Floriana as shown in Fig 1. For more information please visit <https://afm.gov.mt/en/Pages/AFM.aspx>

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## 2.2 Background

The Maltese Government has decided to procure one Offshore Patrol Vessel (OPV) in order to augment its current fleet of craft and be better suited to maintain additional presence at sea by having more Offshore Patrol Vessels capable of conducting extended operations at sea to control Malta's and the EU's external maritime borders. The Government of Malta shall also reserve the right to procure a second similar OPV within a period of 3 years from delivery of the first vessel.



### 2.3 Scope of Project

The scope of the project will be to build, construct, outfit, test and deliver a new Offshore Patrol Vessel able to conduct border control operations including vessel boarding and capable to land a helicopter of not more than 7000kg. The following is a high level outline of the minimum characteristics required to fulfil this role. The Contracting Authority will include additional technical requirements specifications in the subsequent stages of this tender process to the selected shortlisted candidates based on this high level requirements list.

The World Meteorological Organization (WMO) Sea State (SS) code will be used during this tender process.

### 2.4 High Level Requirements

<b>Length (LOA)</b>	Minimum 70m Maximum 75m	<b>Beam (moulded)</b>	Minimum 12.5m Maximum 16m
<b>Scantling Draft</b>	Minimum 3.0m Maximum 4.0m		
<b>Hull Design and construction</b>	Conventional Displacement Monohull, marine grade steel		
<b>Area of Operation</b>	Unrestricted Service but predominantly central Mediterranean Sea		
<b>Sea keeping</b>	Unrestricted Patrolling- Up to SS6 RHIB Deployment and recovery-Up to SS5 Helicopter Operations- Up to SS4 Survivability- Up to SS8		
<b>Minimum Rules and Regulations of a Classification Society being an IACS member.</b>	Designed and Constructed under survey in accordance with Class requirements for a Patrol Vessel or equivalent/higher Unrestricted Service Propulsion and essential auxiliary machinery constructed, installed and tested under survey to Class requirements Unmanned Machinery Space surveyed to Class requirements		
<b>Damage Stability Criteria</b>	Any two adjacent main compartments.		
<b>Max Speed</b>	At least 21 Kts sustained speed at 85% MCR, clean hull SS3 at 90% full load displacement		
<b>Cruise Speed</b>	16 Kts	<b>Loiter Speed</b>	0-10 kts
<b>Range</b>	4000 nm at 10 Knots	<b>Endurance</b>	15 days
<b>Propulsion</b>	2 X Medium Speed Diesels with 2X PTI Electric motors		
<b>Shafting/Propellers</b>	Two Controllable Pitch propellers		
<b>Thruster</b>	One bow tunnel thruster		
<b>Power Generation</b>	3 X Diesel Generators plus additional 1 emergency independent diesel generator		

<b>Communication</b>	HF/MF, VHF/UHF (multiband), GMDSS, SATCOMS
<b>Navigation</b>	Integrated Bridge System including: 25kW X-band & S-band ARPA radars, one of which must be able to provide short range 2D air surveillance, Electronic chart system (ECDIS), Autopilot, AIS, DGPS, Gyro compass, magnetic compass, Echo sounder, speed log, Weather station Sound reception system
<b>Automation /Alarm/Control</b>	Monitoring and Controlling , providing alarming functions ( remotely and Locally) for the propulsion plant, power generation, bow thrusters and other vital ship sub-systems .
<b>Optical (integrated with other navigation and surveillance systems)</b>	Electro Optical Infra Red System
<b>Stabilization</b>	Active Fins
<b>Flight Deck</b>	1 Spot (minimum area 12.5m x 23m) for a maximum landing and takeoff weight of 7000kg helicopter including refuelling storage and facilities (JP5)  Facilities for deployment and recovery of current Vertical Takeoff and Landing Unmanned Aerial Vehicle
<b>Medical</b>	Level II for 2 persons
<b>Crew</b>	Minimum 40
<b>Special Operations Unit (SOU) personnel in austerity accommodation</b>	Up to 20
<b>Air conditioned spaces</b>	Fully air conditioned spaces including as a minimum all of the following:  Bridge, control and operations rooms, Mess and ward rooms, recreation rooms, public rooms, accommodation spaces , laundry and drying rooms, galley, dry provision stores , workshop
<b>Small Boats/RHIBs:</b>	2 X RHIBs, One Stern Notch, One Side, launch and recovery Aluminium Hull, Foam and/or Air Collar, with inboard diesel engine/s with ducted propeller Capable of carrying RHIB crew plus additional 10 SOU up to SS4-5 Maximum sustained Speed- At least 35 Kts; full Load Displacement at SS3
<b>Additional Requirements</b>	Stowage for 2 mission modules based on 20TEU containers, one of which preferably below deck with provisions for electrical 12V, 24V DC, 240V 1 phase and

	400V 3 phase, Alternating Current (AC)
<b>Lifting Equipment</b>	Lift, embark and disembark light and medium vehicles or equipment on main (helo) deck without shore support from prepared quays (up to 7 tons)
<b>Towing Capacity</b>	Towing Gear and equipment to enable towing of a Vessel of at least 600 GT
<b>Environmental</b>	Ship to comply with all Environmental regulations and standards as per MARPOL and EU directives.
<b>Main Weapon system</b>	Up to 25mm calibre cannon (main weapon not to be included in the main tender and may be requested as an optional item)
<b>Warranty Period</b>	2 years

## **2.5 Optional Items**

There will also be a list for the procurement and installation of optional items which will be disclosed at the ITPD stage. However the Contracting Authority shall not be obliged to procure these optional items. In so doing, the CA and the Government of Malta shall not be exposed to damages.

Both the initial submission submitted by the contractor at ITPD and the final offer at BAFO shall include an offer for all optional items and the offer shall be taken into consideration separately from the final fixed price for the design, building, construction, outfitting, testing and delivery of the new OPV. Should the contracting Authority decide to take any or all of the options, this will be added to the fixed price for the building, construction, outfitting, testing and delivery of the new OPV during evaluation of the tender under Financial Award Criteria

## **2.6 Payment Terms**

Please note that in regards to payments, the Contracting Authority will make payments in accordance with a detailed payment plan.

## **2.7 Shipbuilding Contract and Special Conditions**

A contract will be signed with one - 1 – Builder/candidate. The details of the shipbuilding contract will also be subject of discussion during the Dialogue stage (ITPD stage)

### **3.Competitive Dialogue Procurement Procedure - Overview**

#### **3.1 Milestones:**

Procurement for the Design, Construction, Testing, Commissioning and delivery of an Offshore Patrol Vessel for the Armed Forces of Malta will be carried out using a restricted procedure with a list of activities as shown hereunder:

- a) Publication of the Pre-Qualification Questionnaire;
- b) Receipt of Pre-Qualification Questionnaire submissions;
- c) Evaluation of submissions, and recommendations for shortlist to the Central Government Authority;
- d) Notification to Candidates of the recommendations of the Evaluation Committee;
- e) Standstill period to allow for any aggrieved party to file an appeal with the Public Contracts Review Board;
- f) Issue of Invitation to Participate in Dialogue (ITPD);
- g) Submission of initial solutions;
- h) Dialogue meetings with individual shortlisted Candidates;
- i) Conclusion of the Dialogue;
- j) Issue of Best and Final Offer document including using Best Price Quality Ratio (BPQR) award criteria;
- k) Submissions of Best and Final Offers;
- l) Evaluation of Best and Final Offers;
- m) Recommendation for Awards and Notification to Candidates;
- n) Standstill period to allow for any aggrieved party to file an appeal with the PCR;B;
- o) Award of contract;

#### **3.2 Competitive Dialogue Procedure**

Candidates submitting a Pre-Qualification Questionnaire (PQQ) will be evaluated and Candidates that obtain a minimum of 13 marks and be fully compliant with the minimum requirements stipulated in Section B of Part I, Financial & Economic Standing; and obtain a minimum aggregate of 37 marks and be fully compliant with the minimum requirements stipulated in Section B Part II - Experience, Part III - Competence and Part IV - Technical Facilities in this PQQ shall be considered. The first five higher ranked candidates shall subsequently be shortlisted and recommended to Participate in Dialogue.

Recommendations for shortlisted candidates shall be submitted for the General Contracts Committee's approval. Upon approval of the General Contracts Committee, there shall be a standstill period wherein aggrieved parties may lodge an appeal at the Public Contracts Review Board.

During the second stage of this Procedure the selected candidates shall be issued with an Invitation to Participate in Dialogue (ITPD). The requirements, including detailed technical specifications, of the initial solution to be submitted by shortlisted Candidates shall be listed in an ITPD dossier. This dossier shall contain all the information and instructions necessary for the shortlisted Candidates to prepare their initial solutions.

Shortlisted Candidates may submit questions in writing to the Contracting Authority during the ITPD stage. The Contracting Authority shall reply to all shortlisted Candidates' questions, replies to procedure related questions shall be issued and made available as

clarification notes to all shortlisted Candidates. Replies to commercially sensitive questions shall be forwarded to the respective Candidates.

Improvements to the initial solutions submitted by each shortlisted Candidates shall be discussed individually between the Dialogue Team and each Candidate separately during dialogue stage. Each shortlisted Candidate will be allocated a limited time-slot to introduce the company or joint-venture/consortium and to present the respective proposal.

The purpose of the dialogue shall be related (but not limited) to the following aspects:

- a. To clarify the initial solutions submitted by Candidates during the ITPD stage so the exact content of the proposals is clear and unambiguous.
- b. To examine technical and functionality aspects of the proposals.
- c. To establish that the technical proposals are sound and practical, and that by implementing them, there is no reason to believe that the output specifications could not be fully met. It is not the objective of the process to lead all shortlisted Candidates to a common solution or to impose a preferred solution.
- d. To address the shortlisted Candidates' proposals, and to explore the relationship between the risks and the submissions.
- e. To discuss the deliverability of the Project in all of its respective stages according to each respective standard (and timeframes where applicable) as expected.
- f. To discuss any other issues tabled by the shortlisted Candidates or the Contracting Authority.

Each proposal shall be discussed on its own merits and not in comparison to other proposals submitted by other shortlisted Candidates. Such dialogue shall be of a confidential nature. Minutes of meetings and correspondence shall be treated as highly confidential material and shall not be divulged in any way.

Initial Solutions submitted are of a non-binding nature and shall only constitute a basis for dialogue. Only the offers submitted during the call for Best and Final Offer will be considered as the binding offers. The Best and Final Offer (BAFO) is a final proposal submitted by shortlisted Candidates in the final stage of the competitive dialogue process after the dialogue stage has been declared as concluded by the Contracting Authority.

At the end of the dialogue phase each tenderer should be in a position to revise their original submission to reflect the discussions. The revisions should incorporate:

1. Changes to their technical proposals to correct weaknesses perceived by the Contracting Authority;
2. Changes to the allocation of risks.

### 3.3 Evaluation of the Best and Final Offers

After the conclusion of the dialogue, the Contracting Authority shall draw up a more detailed Best and Final Offer document with more specific criteria which will enable the Candidates to present their final binding offer. The Best and Final Offers (BAFOs) shall be evaluated using the best price quality ratio (BPQR) award criteria. Evaluation shall consist of two areas relating to the Contracting Authority aspirations for the Project, i.e. technical quality (55%) and financial (45%), in line with the concept of value for money. The quality of each offer will be evaluated in accordance with the pre-set award criteria grid included in the ITPD dossier in broad terms and more specifically in the BAFO document. The quality of each offer will be evaluated in accordance with the award criteria and the associated weighting as detailed below.

The Best Priced Quality Ratio Tender is established by weighing technical quality against financial on a 55:45 basis.

The Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the published Technical Specifications.

When evaluating technical offers, each evaluator awards for each criterion a score out of a maximum of 100 in accordance with the technical criteria and any sub-criteria as outlined in the evaluation grid.

The offer achieving the highest technical score will be awarded 100% of the technical weight. The other offers will be awarded scores in proportion to the offer with the highest technical score as per below formula;

$$\text{Technical score} = \frac{\text{Average Technical Score of the Respective Offer}}{\text{Highest Average Technical Score}} \times \text{Technical Weight}$$

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those which have achieved an average technical score of (50)%\*\* or more will be evaluated. The Evaluation Committee will also check that the financial offers contain no arithmetical errors.

The offer with the lowest price will be awarded 100% of the financial weight. The other offers will be awarded scores in proportion to the offer with the lowest price as per below formula;

$$\text{Financial score} = \frac{\text{Lowest Priced Offer}}{\text{Financial Offer of the Tender Being Considered}} \times \text{Financial Weight}$$

The BPQR will be awarded to the offer that has obtained the highest score after adding the respective technical and financial scores as visualised below;

# Overall Best Price Quality Ratio (BPQR) evaluation

Conclusion of tender evaluation under BPQR:

$$\text{Score}_i = \left( \left( \frac{\text{Tech}_i}{\text{Tech}_{\max}} \times W_{\text{Tech}} \right) + \left( \frac{\text{Fin}_{\min}}{\text{Fin}_i} \times W_{\text{Fin}} \right) \right)$$

Where:

- ◆  $\text{Tech}_i$  is the technical score of the supplier
- ◆  $\text{Tech}_{\max}$  is the maximum technical score achieved amongst all suppliers
- ◆  $\text{Fin}_{\min}$  is the minimum financial price offered amongst all suppliers
- ◆  $\text{Fin}_i$  is the financial price of the supplier
- ◆  $W_{\text{Tech}}$  is the weight of the technical envelope
- ◆  $W_{\text{Fin}}$  is the weight of the financial envelope

## 3.4 Evaluation Criteria

Technical Evaluation (Headings) at BAFO Stage:

**Technical Offer comprising:**

- Naval Architecture and Marine Engineering
- Comms/IT/Surveillance and navigation equipment
- Training Package
- An Integrated Logistical Support package, including as a minimum a spare parts package

A detailed point system and / or evaluation matrix will be made available in the ITPD stage.

## 3.5 Contract Award

Based on the outcome of the BAFO evaluation, recommendations by the Evaluation Committee will be made to the General Contracts Committee for the said committee to consider. Following General Contracts Committee approvals, a second standstill period will take place. Following the elapse of the standstill period, subject to no appeal being lodged, the Central Government Authority on behalf of the Contracting Authority and the recommended tenderer may enter into the contract.

## 3.6 Expenses

The tendered prices are final and are reflected in the contract. Any expenses related to the delivery costs of supplied items must be borne by the contractor. This Competitive

Dialogue procedure applies the Delivery Duty Paid (DDP) system. Any VAT, duty fees or any other expenses must also be covered by the contractor. Price should include all expenses from fabrication (including the design) to delivery and warranty.

### **3.7 Contract Duration**

The Contract duration will be set in the ITT and will start elapsing from signing of contract to commissioning. Warranty period starts following commissioning with the possibility of extending the term beyond the initial contracted duration by mutual agreement with the Contractor.

### **3.8 Training**

The Candidates must also provide, training for the crew and shore based personnel.

### **3.9 Insurance**

A comprehensive schedule of insurances that the candidates will be required to provide will be set out in the ITPD. The candidate will be required to indemnify the Contracting Authority against any claims that may be made against the Contracting Authority arising from the items supplied by the candidate. The Contracting Authority will expect the candidate to offer evidence that he has sourced appropriate (and sufficient) insurance.

### **3.10 Bid Bond**

No bid-bond is requested at this PQQ stage. However, shortlisted Candidates shall be requested to submit a tender guarantee as part of the requirements of Stage 2 (Invitation to Participate in Dialogue) of this Competitive Dialogue procedure.

### **3.11 Conflicts of Interest**

1. The AFM will ensure that all Potential Providers are treated equally and in a non-discriminatory way during the procurement process. The AFM therefore needs to eliminate or mitigate conflicts of interest so as to ensure a fair and non-discriminatory procurement process.
2. Potential Candidates should note that, subject to the terms of this PQQ, the AFM reserves the right to disqualify a Potential Provider where there is an actual or potential conflict of interest, including in relation to any other party identified in response to this PQQ. Such identified parties may include an associated company or member of any consortium or proposed sub-contractors.
3. Potential Providers are required to review carefully the prior or current involvement of the Potential Provider or any other identified party before submission of the completed PQQ.
4. Potential Providers must report to the AFM whether or not they have identified from this review actual or potential conflicts of interest arising from the Potential Provider or any other identified party's participation in the procurement
5. If the AFM considers there is a conflict of interest, it is a condition precedent for participation in the procurement for the Potential Candidate to demonstrate to the

absolute satisfaction of the AFM that the Potential Provider or the other identified party has or will put in place measures to eliminate any unfair advantage it may have and ensure that its participation will not distort the competition.

6. The measures mentioned at paragraph 4 above are likely to include physical separation, protection of information, control of personnel and managerial and administrative separation, as appropriate.

7. If the Potential Provider puts in place measures to mitigate any risk from a conflict of interest, the AFM may make such measures contractually binding commitments on the part of a Potential Provider or the other identified party.

8. Any Potential Candidate should take this condition into account when deciding whether to participate in this procurement.

9. The AFM will assure that all Potential Providers are treated equally and in a non-discriminatory way during the procurement process. The AFM therefore needs to prohibit anti-competitive behaviour so as to ensure a fair and non-discriminatory procurement process.

10. You are required to report any final convictions or settlements with regard to anti-competitive behaviour (and if so, any measures that you have taken to prevent such behaviour happening again) in your response to the appropriate question(s)

11. If the AFM suspects anti-competitive behaviour, the AFM will require evidence from you that your arrangements are not anti-competitive. Any evidence of any anti-competitive behaviour in relation to this procurement could result in you being disqualified from the procurement process.

### **3.12 Disclaimer**

1. This MOI, Instructions and Notices, the PQQ and any related documents (referred to as the "PQQ Documents") have been prepared by the AFM for the purpose of providing an application procedure for individuals or organisations interested in tendering for design, construction, outfitting testing, commissioning and delivery of a new OPV and to assist Potential Candidates in making their own evaluation of the potential opportunity.

2. Whilst prepared in good faith, the PQQ Documents are intended only as a preliminary background explanation of the AFM's activities and plans and are not intended to form the basis of any decision on whether to enter into any contractual relationship with the AFM. The PQQ Documents do not purport to be all inclusive or to contain all of the information that a Potential Provider may require in the performance of a contract.

3. Any persons considering making a decision to enter into contractual relationships with the AFM following receipt of the PQQ Documents should make their own investigations and their own independent assessment of the AFM and their requirements for for design, construction, outfitting testing, commissioning and delivery of a new OPV and should seek their own professional financial and legal advice.

4. None of the AFM, its advisors, or the directors, officers, members, partners, military or civilian personnel, employees, other staff, agents or advisers of any such body or person:

(a) makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the PQQ Documents;

(b) accepts any responsibility for the information contained in the PQQ Documents or for its accuracy or completeness; or

(c) shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

5. Only the express terms of any written contract relating to the subject of the PQQ Documents as and when it is executed shall have any contractual effect in connection with the matters to which it relates. That contract will be governed by Maltese law, as specified in the contract.

6. Nothing in the PQQ Documents is, or should be, relied upon as a promise or a representation as to the AFM 's ultimate decisions in relation to for design, construction, outfitting testing, commissioning and delivery of a new OPV contract. The publication of the PQQ Documents in no way commits the AFM to award any contract or pursue any tender process for design, construction, outfitting testing, commissioning and delivery of a new OPV.

## SECTION 2 – EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### *Part IX of the Public Procurement Regulations*

Appeals from decisions taken after the closing date for the submissions of an offer

**270.** Where the estimated value of the public contract meets or exceeds five thousand euro (€5,000) any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.

**271.** The objection shall be filed within ten calendar days following the date on which the contracting authority or the authority responsible for the tendering process has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

**272.** The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

**273.** The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the contracting authority of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the contracting authority for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

**274.** The Secretary of the Public Contracts Review Board shall immediately notify the Director, the Ministerial Procurement Unit and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.

**275.** The Department of Contracts, the Ministerial Procurement Unit or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

**276.** The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:

(a) any decision by the General Contracts Committee, the Ministerial Procurement Unit or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts, the Ministerial Procurement Unit or of the office of the contracting authority, as the case may be, or by uploading it on government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the Department of Contracts;

(b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;

(c) the contracting authority and any interested party may, within ten calendar days from the day on which the appeal is affixed to the notice board of the Review Board and uploaded where applicable on the government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice board of the Review Board and where applicable they shall also be uploaded on the government's eProcurement platform;

(d) the authority responsible for the tendering process shall within ten days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;

(e) the secretary of the Review Board shall inform all the participants of the call for tenders, the Department of Contracts, the Ministerial Procurement Unit and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;

(f) when the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six weeks from the day of the oral hearing:

Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review Board may postpone the judgment for a later period;

(g) the secretary of the Review Board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(h) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal or even cancel the call if it appears to it that this is best in the circumstances of the case.