



ADVERT NUMBER: CT/CD/001/2016

**Competitive Dialogue: Prequalification Questionnaire (PQQ) for
A Public Works Concession for the Sale of and the Building of an
Extension of 2,880 Graves at the Santa Maria Addolorata Cemetery,
Restoration of Parts of the Complex, the Operations and Maintenance of
the Entire Site and the Raising of Proposals for the Commercialisation of
the Complex to the Division of Health (Malta)**

Closing date:	25 OCT 2016	10:00am
Date published:	20 SEP 2016	

Participation is free of charge

IMPORTANT

Clarifications shall be uploaded and will be available to view/download from <http://contracts.gov.mt/en/Tenders/Pages/Tenders.aspx>

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, Malta • Telephone (+356) 21220212 • Email info.contracts@gov.mt

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PART 1 – INTRODUCTION

1. In submitting a Prequalification Questionnaire (PQQ), the Candidate accepts in full and in its entirety, the content of this document, including subsequent clarifications issued by the Contracting Authority, whatever his own corresponding conditions may be, which he hereby waives. Candidates are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Prequalification Questionnaire document.

This is a Prequalification Questionnaire (PQQ) for the award of a public service concession for the sale of and the building of an extension of 2,880 graves at the Santa Maria Addolorata Cemetery, restoration of parts of the Complex, the management and maintenance of the entire site and the raising of proposals for the commercialisation of the Complex to the Division of Health (Malta).

No account can be taken of any reservation in the Prequalification Questionnaire, Memorandum of Information and the Invitation to Dialogue; any disagreement, contradiction, alteration or deviation shall lead to the offer not being considered any further.

2. Brief overview of this Competitive Dialogue

The intention of this PQQ document is to guide interested Candidates in providing the necessary information for the assessment of their financial standing and technical capacity for the provision of the services required. The information obtained from the submission of the appropriate template and supporting documentation allows the Evaluation Committee to verify and evaluate that a Candidate has adequate financial and other resources and will be in a position to continue to deliver the services throughout the contract period. The technical information allows the Committee to assess whether a Candidate has the relevant skills, experience and business practices to provide the services to meet the Contracting Authority's requirements as specified in the Memorandum of Information provided in Appendix II to this document.

The Evaluation Committee will review each submission against the shortlisting criteria provided in Part 2 (Stage 1). All the shortlisted candidates will then receive an Invitation to Participate in a Dialogue (ITPD), wherein they shall be requested to submit potential solutions which will serve as a platform on which a dialogue with each individual Candidate will follow (Stage 2A). During this phase a Dialogue Team will open a detailed dialogue on the technical, financial and legal aspects of each solution with, the aim of leading each candidate to better assimilate the needs and requirements of the Contracting Authority (Stage 2B). 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 shortlisted Candidates will then be invited to participate in a restricted competitive tender on the basis of the Best and Final Offer (BAFO) and the bids shall be evaluated by means of MEAT criteria.

3. Brief information on the PQQ

The Prequalification Questionnaire is subdivided into four sections: General Administrative Information, Technical Capacity, Declarations by the Candidate, and Checklist. Candidates must fill in all sections.

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 on the submitted information in respect of the latter may be eventually requested.

4. The Memorandum of Information (MOI) is attached to this document as Appendix 2. The MOI provides further detail about the whole project. It is recommended that the Candidates complete this PQQ after having taken all information provided into consideration.

5. Central Government Authority and Final Beneficiary

The Central Government Authority for this Competitive Dialogue procedure is the Department of Contracts, Notre Dame Ravelin, Floriana.

The Final Beneficiary for this Competitive Dialogue procedure is **Central Procurement & Supplies Unit on behalf of the Division of Health** within the Ministry for Health of Malta (hereinafter referred to as “the Contracting Authority”)

PART 2 - INSTRUCTIONS FOR THE PREQUALIFICATION QUESTIONNAIRE PROCESS

1. Eligibility

Participation in this Prequalification Questionnaire 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 third country.

Once the short-listing process is carried out, participation in the remaining part of the competitive process will only be open to Economic Operators who have been invited by the Contracting Authority. Proposals and responses to the Invitation to Participate in Dialogue should be submitted by the same entity which has submitted the reply to the prequalification questionnaire on the basis of which it was selected and to which the letter of the Invitation to Participate in Dialogue is addressed to.

Natural persons, companies or undertakings who fall under any of the conditions set out in Article 50 of the Public Procurement Regulations (Subsidiary Legislation 174.04) may be excluded from participation in and the award of contracts.

Eligible Candidates to this PQQ Dossier from combinations of firms as Joint Ventures or Consortia, will be accepted, provided that the Joint Venture (JV) or a Consortium Agreement is established to regulate the affairs of the interested parties, and that each JV partner or Consortium Partner recognises that he will be individually capable and contractually responsible (jointly and severally liable) for completion of the Project, should any one or more partners in the JV or Consortium fail or retire from the contract for any reason.

PQQs submitted by companies forming a joint venture or a consortium must also fulfil the following requirements:

- One partner must be appointed as lead partner and such appointment must be confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual partners to the joint venture or consortium as applicable. The Candidates must include a preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract and that the lead partner is authorised to bind and receive instructions for and on behalf of all partners individually and collectively.
- All partners in the joint venture or consortium are bound to remain in the joint venture or consortium until the conclusion of the evaluation procedure. The joint venture or consortium winning this contract must include the same partners for the whole performance period of the contract other than as may be permitted or required by law. No change whatsoever in the identity or composition of the Candidate is permitted during any stage of this competitive process.

2. Explanations, Clarification Notes concerning the PQQ document

Candidates may submit questions in writing to the Central Government Authority as follows:

- by sending an email to info.contracts@gov.mt

up to 16 calendar days before the deadline for submission of the PQQs, quoting the reference number “**CT/CD/001/2016**”. The Contracting Authority must reply to all Candidates' questions, and amend the PQQ by publishing clarification notes, up to at least 6 calendar days before the deadline for submission of PQQs.

Questions and answers, alterations and corrigenda to the tender document will be published as a clarification note on the <http://contracts.gov.mt/en/Tenders/Pages/Tenders.aspx> . Clarification notes will constitute an integral part of the tender documentation, and it is the responsibility of tenderers to visit this website and be aware of the latest information published online prior to submitting their PQQ.

3. Clarification Meeting/Site Visit

A clarification meeting/site visit will be held on the date and time indicated in Clause 4, at

The Environmental Health Directorate,
Level 1
Continental Business Centre
Old Railway Track,
Santa Venera

to answer any questions on the tender document 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.

4. Timetable

	DATE	TIME
Clarification Meeting/Site Visit (Refer to Clause 3 of these Instructions to Tenderers)	30 September 2016	09:00
Deadline for request for any additional information from the Contracting Authority Clarifications to be sent: <ul style="list-style-type: none">• Via email on info.contracts@gov.mt	9 October 2016	23:45
Last date on which additional information are issued by the Contracting Authority	19 October 2016	23:45
Deadline for submission of tenders (unless otherwise modified in terms of Clause 15 of these Instructions to Tenderers)	25 October 2016	10:00
Tender Opening Session (unless otherwise modified in terms of Clause 15 of these Instructions to Tenderers)	25 October 2016	10:00

* All times Central European Time (CET) / Central European Summer Time (CEST) as applicable

5. PQQ shortlisting criteria

In order to be considered eligible for the invitation to participate in dialogue stage, Candidates must obtain at least 65% of the marks. Shortlisted Candidates will be ranked according to the overall marks.

All candidates who have obtained the minimum passmark shall be shortlisted and invited to the dialogue stage. In any event the number of candidates invited shall be sufficient to ensure competition.

6. Composition of Candidates

A company may not compete for the PQQ on an individual basis and at the same time under another and separate submission as a partner in a joint venture/consortium.

A company may not submit a proposal for a given contract both individually or as a partner to a joint venture/consortium, and at the same time be nominated as a sub-contractor by any another tenderer, or joint venture/consortium.

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.

Eventual proposals should be submitted only by the same contractor/s or consortium or joint venture which has been invited in this competitive dialogue procedure.

7. Expenses

Candidates will bear all costs associated with the preparation and submission of the response to the Prequalification Questionnaire and throughout the Competitive Dialogue procedure should the Candidate be shortlisted.

The Central Government Authority and the Contracting Authority will neither be responsible for, nor cover, any expenses or losses incurred by the Candidate through site visits and inspections or any other aspect of his offer.

8. Language of the PQQ

All correspondence and documents related to the Prequalification Questionnaire submitted by the Candidate to the Contracting Authority must be in the English language.

Supporting documents and printed literature furnished by the Candidate may be in another language, provided such are accompanied by an accurate translation into English. For purposes of interpretation of the Prequalification Questionnaire, the English language will prevail.

9. Law

This procedure is regulated by the Public Procurement Regulations, 2010 (Legal Notice 296 of 2010) ("the Regulations") or as subsequently amended.

By submitting the Prequalification Questionnaires, Candidates are accepting that this procedure is regulated by the laws of the Republic of Malta, and are deemed to know and abide by all relevant laws; acts and regulations of Malta, that may in any way affect or govern the operations and activities covered by the PQQ and the resulting contract.

Particular attention is drawn to the conditions concerning the employment of labour in Malta and the obligation to comply with all regulations, rules or instructions concerning the conditions of employment of any class of employee.

10. Currency

The currency of this Competitive Dialogue Procedure and all other accompanying documentation is the Euro (€) except when otherwise instructed.

11. Period of validity of the PQQ

PQQ submissions must remain valid for a period of 250 days after the deadline for submission of PQQ as indicated in the contract notice, or as modified in accordance with Part 2 Clause 3 and/or Part 2 Clause 15. Any Candidate who quotes a shorter validity period will be rejected.

In exceptional circumstances, the Contracting Authority may request that Candidates to extend the validity of PQQ 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, he may not modify his PQQ.

From the date of notification of shortlisting, shortlisted Candidates may be required to extend the validity of their PQQ valid for a further period of 90 days.

12. Bid Bond

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

13. Preparation of PQQ

This PQQ document should be read in conjunction with any clarification notes issued in accordance with Clause 2.

Candidates bear sole liability for examining with appropriate care the PQQ documents, including those design documents available for inspection, and any clarification notes to the documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the candidate is shortlisted, no claim for alteration of the PQQ will be entertained on the grounds of errors or omissions in the obligations of the candidate described above.

The Prequalification Questionnaire must not contain any changes or alterations, other than those made in accordance with instructions issued by the Contracting Authority. In such cases, alterations must be initialled by the person signing the Prequalification Questionnaire.

A Prequalification Questionnaire submitted by any Candidate will be rejected if it contains any alterations, additions or deletions to this document, which are not specified in a clarification note issued by the Contracting Authority.

Candidates must indicate where their documentation is to be found in their offer using an index. All documentation is to be securely bound/filed.

14. Signing and Submitting of a Pre-Qualification Questionnaire

A complete Pre-Qualification Questionnaire must be prepared in one (1) original, clearly marked “*Original*”, and one (1) identical copy (including all documentation as in the original) signed in the same way as the original and clearly marked “*Copy*”. It is the responsibility of the Candidate to ensure that both the original and the copy are an identical representation of one another. In the event of any discrepancy between the original and the copy, the original will prevail.

Both documents are to be separately sealed, and together placed in another sealed envelope/package so that the bid can be identified as one submission. Following the opening session, the copy shall be kept, unopened, at the Department of Contracts for verification purposes only, should the need arise.

Candidates’ submissions must be typed in, or handwritten in indelible ink. Any pages on which entries or corrections to a submission have been made shall be initialled by the person or persons signing the Pre-Qualification Questionnaire. All pages shall be numbered consecutively by hand or machine.

The complete Pre-Qualification Questionnaire is to be submitted in English and deposited in the Department of Contracts’ tender box **before** the deadline specified in the timetable above (see Clause 4), **either** by recorded delivery (official postal service), **or** hand delivered to:

Department of Contracts
Notre Dame Ravelin
Floriana, FRN 1600, Malta

Pre-Qualification Questionnaires submitted by any other means shall not be considered.

Complete Pre-Qualification Questionnaires, including annexes and all supporting documents in one sealed envelope marked ‘Original’, and another one (1) identical copy in a separate sealed envelope marked as ‘Copy’, must both be submitted in a **sealed** envelope/package bearing only:

i.the address indicated above

ii.the reference of the invitation to the Pre-Qualification Questionnaire concerned **(CT/CD/001/2016)**

iii.the name of the Candidate

15. Extension for the deadline for the submission of the PQQ

The Contracting Authority may, at its own discretion, extend the deadline for submission of Prequalification Questionnaires by issuing a clarification note in accordance with Clause 2 above. In such cases, all rights and obligations of the Contracting Authority and the Candidate regarding the original date specified in the contract notice will be subject to the new date.

16. Late submission of the PQQs

All Pre-Qualification Questionnaires received after the deadline for submission specified in these instructions will be kept by the Central Government Authority.

No liability can be accepted by the Central Government Authority for late delivery of Pre-Qualification Questionnaires. Late Pre-Qualification Questionnaires will be rejected and will not be evaluated.

17. Alterations and withdrawal of PQQs

Candidates may alter or withdraw their Pre-Qualification Questionnaire by written notification **prior** to the deadline for submission. No Pre-Qualification Questionnaire may be altered after such deadline.

Any notification of alteration or withdrawal must be prepared, sealed, marked, and submitted in accordance with Clause 14 above, and the envelope must also be marked with "*Alteration*" or "*Withdrawal*".

18. Opening of PQQs

The Pre-Qualification Questionnaires will be opened in a public session as specified in the timetable above in Clause 4 (or as otherwise specified in accordance with Clause 15) at the Department of Contracts, Notre Dame Ravelin, Floriana, FRN 1600, Malta, by the General Contracts Committee, as established under Article 9(a) of L.N. 296 of 2010. A "*Summary of the Pre-Qualification Questionnaires Received*" shall be drawn, and published at the Department of Contracts. It shall also be available for viewing on the Department's website: <http://contracts.gov.mt/en/Tenders/Pages/Tenders.aspx>

During this public session for the opening of the PQQs, the Candidates' names, written notification of modifications and withdrawals, and any other information the Central Government Authority may consider appropriate, will be published.

Envelopes marked '*Withdrawal*' will be read out first, and the PQQ submitted will be returned to the respective Candidate.

19. Appointment of an Evaluation Committee

An Evaluation Committee shall be set up to perform the evaluation of all submissions at the Prequalification Questionnaire (PQQ) Stage and at the Best and Final Offer (BAFO) stage.

During its evaluation, the Evaluation Committee may be assisted by any other person, officer, authority, entity, advisors, or consultants which or whom the evaluation committee may wish to engage for this purpose.

A Dialogue Team shall conduct the dialogue process with all the shortlisted candidates and present a report to the Contracting Authority prior to the Issue of the BAFO document

20. Secrecy of the procedure

After the opening of the Prequalification Questionnaires, no information about the examination, clarification, evaluation or comparison of the opened Prequalification Questionnaires may be disclosed before the notification of the Shortlisted Candidates.

Information concerning checking, explanation, opinions and comparison of Prequalification Questionnaires may not be disclosed to Candidates or any other person not officially involved in the process unless otherwise permitted in writing or required by law.

Any attempt by a Candidate to approach any member of the Evaluation Committee/Contracting Authority directly during the evaluation period will be considered legitimate grounds for disqualifying the said Candidate's Prequalification Questionnaire submission.

21. Clarification of PQQs

Prequalification Questionnaires which are incomplete, conditional, illegible, or contain other irregularities in contravention of this PQQ shall be rejected.

When checking and comparing the Prequalification Questionnaires, the Evaluation Committee may, ask a Candidate to clarify any aspect of the relative Prequalification Questionnaire.

Such requests, as well as eventual responses, shall be made by e-mail or fax. Such responses shall, in no circumstances, alter or try to change the content of the Pre-Qualification Questionnaire.

22. Checking of PQQs

Before beginning a detailed analysis of the Prequalification Questionnaires, the Evaluation Committee will check that each Prequalification Questionnaire:

- has been signed;
- complies with the requirements of this PQQ Dossier.

If a Prequalification Questionnaire does not comply with the requirements of this document, it shall be rejected by the Evaluation Committee when determining its admissibility.

23. Evaluation of PQQs

The Evaluation Committee shall evaluate only those Prequalification Questionnaires considered compliant in accordance with the rules laid down in this PQQ Dossier.

24. Right of the Contracting Authority to accept or reject any PQQ

The Contracting Authority reserves the right to accept or reject any Prequalification Questionnaire and /or to cancel the whole concession procedure and reject all Prequalification Questionnaires. The Contracting Authority reserves the right to initiate a new concession procedure.

In the event of a Prequalification Questionnaire procedure's cancellation, Candidate/s will be notified by the Contracting Authority. Cancellation may occur where:

- a) the short-listing procedure has been unsuccessful, namely where, the Contracting Authority is of the opinion that no qualitatively or financially viable Prequalification Questionnaire has been received or where 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) there have been irregularities in the procedure, in particular where these have prevented fair competition; and
- e) for any other justifiable reason.

In no circumstances will the Central Government Authority, Contracting Authority, the Evaluation Committee and any other person, officer, authority, entity, advisors, or consultants which or whom the Evaluation Committee may wish to engage during evaluation be liable for damages, of whatever nature (in particular for damages for loss of profits) in relation to the cancellation of this concession procedure. The publication of a contract notice does not commit the Central Government Authority or the Contracting Authority to implement the programme or Project announced.

25. PQQ Evaluation process

Part 1 – Administrative Compliance

The Evaluation Committee will check the compliance of Prequalification Questionnaires with the instructions given in the PQQ dossier, and in particular the documentation submitted in respect of Sections A to D.

The Evaluation Committee shall, 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 the Candidate; and
- Section D - Checklist of this 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 of this PQQ. Only clarifications on the submitted information in respect of the latter may be eventually requested.

Part 2 – Technical Compliance

Each Prequalification Questionnaire will be evaluated in accordance with the shortlisting criteria and the associated points as detailed in the evaluation grid of this Prequalification Questionnaire document. No other shortlisting criteria will be used. The shortlisting criteria will be examined in accordance with the requirements as indicated in Section B.

PQQs which have been considered administratively compliant shall be evaluated for technical compliance as outlined below.

PQQ submissions will be evaluated by using a scoring system. Questions in Section A, C and D shall not be subject to the scoring system.

Only questions in **Section B** of the PQQ will be assessed and allocated a mark as identified in the questions themselves, the remaining sections will not have any bearing on the Evaluation process.

The evaluation criteria are split in four:

- I. Candidate Consolidated Financial Standing;
- II. Candidate Experience
- III. Candidate Project Leader and Key Experts Technical Capacity
- IV. Candidate Policies

These have been divided further into sub-criteria. Each sub-criterion has been allocated a number of 'Maximum Points' to signify the relative importance of each area. In order to qualify, Candidates must obtain at least **65%** of the overall marks.

Shortlisted Candidates who rank as outlined in Part 2 Clause 5 - PQQ Shortlisting Criteria shall be invited by the Contracting Authority for the next stages – Invitation to Participate in Dialogue and for the Best and Final Offer stage.

26. Notification of shortlisted Candidates to all Candidates

Prior to the expiration of the period of validity of the Prequalification Questionnaires, the Contracting Authority will notify all Candidates, in writing, whether their Prequalification Questionnaires have been recommended for shortlisting, pending any complaint being lodged in terms of Part III of the Public Procurement Regulations (being reproduced in Appendix 1).

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

- i. the criteria for shortlisting;
- ii. the names of the shortlisted Candidates;
- iii. the score obtained by the unsuccessful Candidate, and the scores of the successful Candidates;
- iv. the reasons why the Candidate did not meet the requirements;
- v. the deadline for filing a notice of objection (appeal);
- vi. the deposit required if lodging an appeal.

The Contracting Authority will also issue the Invitation to Participate in the Dialogue to all shortlisted Candidates, who will *inter alia* be invited to submit a preliminary solution/s and subsequently a Best and Final Offer in accordance with the rules of the Invitation to Participate in Dialogue.

27. Ethics clauses

- i. Any attempt by a Candidate to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing Prequalification Questionnaires will lead to the rejection of his submission and may result in administrative penalties.
- ii. The Candidate must refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without prior written consent.
- iii. The Candidate and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority
- iv. The Candidate and his staff are obliged to maintain professional secrecy for the duration of the competitive dialogue and after its completion. All reports and documents drawn up or received by the Candidate are to be kept confidential.
- v. 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 Contracting Authority may, regardless of injury, reject the Candidate's submission without further notice and without the Candidate having any claim to compensation.
- vi. The Contracting Authority reserves the right to disqualify a Candidate if found guilty of corrupt practices of any kind by a competent authority. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- vii. The offer of the Candidate/s concerned will be rejected if it emerges that his short-listing has given rise to unusual commercial expenses, such as undue commissions relating to this project.

28. Evaluation Criteria

The following are the main evaluation criteria to be used in the assessment of the Candidates. A further breakdown of the marks is given in the relevant form indicated next to the main criteria below.

Evaluation criteria	Sub-criteria (further details in Part 3, Section B)	Maximum points	Related form
Part I: Candidate Consolidated Financial Standing	Certified financial statements	20	B1.3.1
	Average Total Annual Turnover	20	B1.3.2.1
	Average Solvency Ratio	20	B1.3.2.2
	Average ROCE	20	B1.3.2.3
	Average Liquidity Ratio	20	B1.3.2.4
	Total	100	
Part II: Candidate Experience	Civil Works experience	30	B2.1.2
	Mechanical & Electrical Works experience	5	B2.2.2
	Civil Engineering experience	10	B2.3.2
	Restoration Works experience	30	B2.4.2
	Funeral/Burial Grounds Management experience	25	B2.5.2
	Total	100	
Part III: Candidate Project Leader and Key Experts	Project Leader	40	B3.1.3
	Key Expert (Civil Works)	20	B3.2.3
	Key Expert (Mechanical and Electrical Works)	5	B3.3.3
	Key Expert (Civil Engineering)	10	B3.4.3
	Key Expert (Restoration Works)	20	B3.5.3
	Key Expert (Health & Safety)	5	B3.6.3
	Total	100	
Part IV: Candidate Policies	Equality Policy	5	B4.1
	Environmental management policy	5	B4.2
	Organisational Health and safety policy	5	B4.3
	Total	15	
Grand Total		315	

PART 3 – THE PREQUALIFICATION QUESTIONNAIRE

SECTION A – GENERAL ADMINISTRATIVE INFORMATION

FORM A1 – CANDIDATE INFORMATION

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.</p> <p>Where the Candidate is a joint-venture/consortium of partner companies, the information of Form A1 refers to the joint-venture/consortium.</p>
	Name of Candidate

A1.2	Candidate information
	Address
	Telephone No:
	Fax No:
	Email Address:
	Website:

A1.3	Company Registered Office
	Company registration number:
	Date of Registration:
	VAT Registration Number:

A1.4	Agency, if any, in the Country of the Contracting Authority Applicable to cases where Candidate is not located in the country of the Contracting Authority
	Address
	Telephone No:

	Fax No:	
	Email Address:	
	Website:	

A1.5	Candidate Contact Person	
	Name	
	Telephone number	
	Mobile number	
	Email address	

FORM A2 - JOINT VENTURE/CONSORTIUM INFORMATION

A2.1	Joint Venture/Consortium
	<p>Will the Candidate be entering as a joint venture / consortium for this project?</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If the answer is yes, continue filling this form A2 hereunder related to joint venture / consortium partners. Otherwise, move to A3.</p>

A2.2	Details of the Agreement governing the formation of the Joint Venture / Consortium	
	Please enclose the joint-venture/consortium preliminary agreement, marked as A2.2.1, inserting the same as per checklist.	
	Date of signature	
	Agreement location	

A2.3		Contact details of Candidate Partners	
	Lead Partner 1	Company name	
		Address	
		Telephone number	
		Email address	
	Partner 2	Company name	
		Address	
		Telephone number	
		Email address	
	Partner 3	Company name	
		Address	
		Telephone number	
		Email address	
	Partner 4	Company name	
		Address	
		Telephone number	
		Email address	
	Partner 5	Company name	
		Address	
		Telephone number	
		Email address	
	Partner 6	Company name	
		Address	
		Telephone number	
		Email address	

A2.4		Registered office of candidate partners	
	Lead Partner 1	Company name	
		Company registration number	
		Date of registration	
		VAT registration number	
	Partner 2	Company name	
		Company registration number	
		Date of registration	
		VAT registration number	
	Partner 3	Company name	
		Company registration number	
		Date of registration	
		VAT registration number	
	Partner 4	Company name	
		Company registration number	
		Date of registration	
		VAT registration number	
	Partner 5	Company name	
		Company registration number	
		Date of registration	
		VAT registration number	
	Partner 6	Company name	
		Company registration number	
		Date of registration	
		VAT registration number	

A2.5	Contact persons		
	Lead Partner 1	Name and surname	
		Telephone number	
		Mobile number	
		Email address	
	Partner 2	Name and surname	
		Telephone number	
		Mobile number	
		Email address	
	Partner 3	Name and surname	
		Telephone number	
		Mobile number	
		Email address	
	Partner 4	Name and surname	
		Telephone number	
		Mobile number	
		Email address	
	Partner 5	Name and surname	
		Telephone number	
		Mobile number	
		Email address	
	Partner 6	Name and surname	
		Telephone number	
		Mobile number	
		Email address	

A2.6 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	
	Partner 4	Company name	
		Project specialisation field	
	Partner 5	Company name	
		Project specialisation field	
	Partner 6	Company name	
		Project specialisation field	

Signature: _____

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

Name & surname: _____

Block letters

Date: _____

FORM A3 – CANDIDATE POWER OF ATTORNEY

A3	Candidate power of attorney
	<p>Attach the Power of Attorney, Board Resolution, 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 A3, inserting the same as per Checklist.</p>

FORM A4 – ORGANISATION CHARTS

A4	Organisation Chart/s
	<p>Where the Candidate is an individual company, the organisation chart showing the organisation structure of that company shall be submitted.</p> <p>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.</p> <p>Submissions shall be marked as A4, and inserted as per Checklist.</p>

SECTION B – TECHNICAL CAPACITY (EVALUATION CRITERIA)

The Evaluation Committee will use the information provided by the Candidate in this Section B 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 request feedback from current and preceding clients of the Candidate.

TECHNICAL CAPACITY: PART I – CANDIDATE CONSOLIDATED FINANCIAL STANDING

FORM B1.1 – COMPANY FINANCIAL DATA

B1.1	Company Financial Data				
	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's financial statements.				
	Name of company				
		2012	2013	2014	2015
		(€)	(€)	(€)	(€)
1	Total Assets				
2	Total Liabilities				
3	Net Value (1-2)				
4	Liquid Assets				
5	Current Assets				
6	Short-term debts				
7	Working Capital (5-6)				
8	Pre-tax profits				
9	Post-tax profits				
10	Losses				
11	Turnover				
12	Access to credit facilities				

Exchange Rate used and date of conversion as per form B1.2.1 (if applicable):

FORM B1.2 – FINANCIAL DOCUMENTS

B1.2	Financial Documents
B1.2.1	<p>Financial Statements. As a proof that the information provided in the form is accurate, the Candidate shall provide the respective Certified Detailed Audited Financial Statements for the years 2012 to 2015. This is a mandatory criterion. Failure to submit the requested Certified Detailed Audited Financial Statements will automatically disqualify the Candidate.</p> <p>The financial statements are preferably audited. However, if the audited accounts are not available, a management accounts report may be submitted.</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>Bank Support Letter. This is required in order to assess whether the Candidate will be able to have access to bank credit facilities.</p>

FORM B1.3.1 - AUDIT OPINION EVALUATION

B1.3.1	Audit Opinion Evaluation				
	<p>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.</p> <p>If the Candidate is composed of multiple enterprises, the audit opinion of each enterprise is to be listed below.</p>				
		2012	2013	2014	2015
	Audit opinion				

FORM B1.3.1 - AUDIT OPINION EVALUATION MARKS ASSIGNMENT

B1.3.1	Audit Opinion Evaluation Marks Assignment	
	<p>The maximum score for each set of annual financial statement is 5 marks. A maximum aggregate score of 20 marks is assigned for the audit opinion evaluation for the last four (4) years between 2012 and 2015. The marks assigned per annum shall be as indicated hereunder.</p> <p>If the Candidate is composed of multiple enterprises, marks will be allocated on the 'worst' audit opinion of all enterprises. So, taking a consortium of three enterprises as an example, if for 2013 Enterprises A and B had an unqualified opinion while Enterprise C had a qualified opinion, 3 points will be allocated for the year 2013.</p>	
		Marks
	Unqualified Audited Financial Statements	5
	Qualified Audited Financial Statements	3
	Management Accounts	1

FORM B1.3.2 – FINANCIAL RATIO ASSESSMENTS BASED ON HISTORICAL DATA

B1.3.2 Financial Ratio Assessments based on historical data						
If the Candidate is composed of multiple enterprises, the figures of each individual enterprise are to be listed below. For the revenue, the individual average figures will be accumulated into one for the Candidate as a whole. For the ratios, one straight average will be calculated for each ratio for the Candidate as a whole.						
In the case of a Candidate composed of one enterprise:						
Financial ratio assessments – Candidate	2012	2013	2014	2015	Average	
Total annual turnover €						
Solvency Ratio ^{Note 2}						
ROCE (%) ^{Note 3}						
Liquidity Ratio ^{Note 4}						
In the case of a Candidate with multiple enterprises:						
Financial ratio assessments – Candidate	2012	2013	2014	2015	Average	
Total annual turnover €					<i>A+E+I</i>	
Solvency Ratio ^{Note 2}					<i>(B+F+J)/3</i>	
ROCE (%) ^{Note 3}					<i>(C+G+K)/3</i>	
Liquidity Ratio ^{Note 4}					<i>(D+H+L)/3</i>	
(example with three enterprises):						
Financial ratio assessments – Enterprise I	2012	2013	2014	2015	Average	
Total annual turnover €					<i>A</i>	
Solvency Ratio ^{Note 2}					<i>B</i>	
ROCE (%) ^{Note 3}					<i>C</i>	
Liquidity Ratio ^{Note 4}					<i>D</i>	
Financial ratio assessments – Enterprise II	2012	2013	2014	2015	Average	
Total annual turnover €					<i>E</i>	
Solvency Ratio ^{Note 2}					<i>F</i>	
ROCE (%) ^{Note 3}					<i>G</i>	
Liquidity Ratio ^{Note 4}					<i>H</i>	
Financial ratio assessments – Enterprise III	2012	2013	2014	2015	Average	
Total annual turnover €					<i>I</i>	
Solvency Ratio ^{Note 2}					<i>J</i>	
ROCE (%) ^{Note 3}					<i>K</i>	
Liquidity Ratio ^{Note 4}					<i>L</i>	

	<i>(add other enterprises as applicable)</i>					

Note 2 The company shall provide the respective company Solvency Ratio (i.e. {after tax net profit plus depreciation}:{short term liabilities plus long term liabilities}) of the last four (4) years between 2012 and 2015.

Note 3 The company shall provide the respective company ROCE (i.e. {profit before tax over capital employed (or net assets)}) of the last four (4) years between 2012 and 2015.

Note 4 The company shall provide the respective company Liquidity Ratio (i.e. detailed liquid assets over detailed current liabilities) of the last four (4) years between 2012 and 2015.

FORM B1.3.2 – FINANCIAL RATIO ASSESSMENTS BASED ON HISTORICAL DATA MARKS ASSIGNMENT

B1.3.2.1	Average annual turnover marks assignment	
	The marks assigned for the average Total Annual Turnover, based on the results of the financial assessment measurements of the last four (4) years between 2012 and 2015, shall be as per indicated hereunder.	
	Average total annual turnover	Marks
	Above €15 million	20
	Above €12.5 million and up to €15 million	16
	Above €10 million and up to €12.5 million	12
	Above €7.5 million and up to €10 million	8
	Above €5 million and up to €7.5 million	4
	€5 million and below	0

B1.3.2.2	Average solvency ratio marks assignment	
	The marks assigned for the average Solvency Ratio, based on the results of the financial assessment measurements of the last four (4) years between 2012 and 2015, shall be as per indicated hereunder.	
	Average solvency ratio	Marks
	Above 3:1	20
	Above 2.5:1 and up to 3:1	16
	Above 2:1 and up to 2.5:1	12
	Above 1.5:1 and up to 2:1	8
	Above 1:1 and up to 1.5:1	4
	1.1 and below	0

B1.3.2.3	Average Return on Capital Employed (ROCE)	
	The marks assigned for the average Return on Capital Employed (ROCE), based on the results of the financial assessment measurements of the last four (4) years between 2012 and 2015, shall be as per indicated hereunder.	
	Average return on capital employed	Marks
	Above 8.0%	20
	Above 6.0% and up to 8.0%	16
	Above 4.0% and up to 6.0%	12
	Above 3.0% and up to 4.0%	8
	Above 1.5% and up to 3.0%	4
	1.5% and below	0

B1.3.2.4	Average Liquidity marks assignment	
	The marks assigned for the average Liquidity Ratio, based on the results of the financial assessment measurements of the last four (4) years between 2012 and 2015, shall be as per indicated hereunder.	
	Average liquidity ratio	Marks
	Above 3:1	20
	Above 2.5:1 and up to 3:1	16
	Above 2:1 and up to 2.5:1	12
	Above 1.5:1 and up to 2:1	8
	Above 1:1 and up to 1.5:1	4
	1.1 and below	0

FORM B1.4 – FINANCIAL STANDING SCORE

B1.2	Financial Standing Score
	<p>For any one Candidate, the financial standing score is the sum of:</p> <ul style="list-style-type: none">- the audit opinion evaluation marks assignment and- the financial ratio assessments marks assignment, <p>with the maximum aggregate score adding to 100 marks.</p>

TECHNICAL CAPACITY: PART II – CANDIDATE EXPERIENCE

FORM B2 – CANDIDATE EXPERIENCE

B2	Candidate Experience
	<p>Candidates shall be responsible for undertaking works/services related to the project specialisation fields listed hereunder, both during the Project Build period as well as during the Operate-Maintain period:</p> <ol style="list-style-type: none">1. Civil Works for the extension of the Addolorata Cemetery2. Mechanical and Electrical Works for the extension of the Addolorata Cemetery3. Civil Engineering for the extension of the Addolorata Cemetery4. Restoration works at the Addolorata Cemetery5. Management of the operations of the Addolorata Cemetery, including extension. <p>The Candidate is expected to have successful past project experience and sufficient specialised staff to be responsible for carrying out the works and services related to this Project.</p>

FORM B2.1 – CIVIL WORKS EXPERIENCE

B2.1.1	Civil Works projects	
	<p>The Candidate shall provide information concerning civil works projects carried out and completed, clearly demonstrating knowledge of concrete mixtures and grading. The Candidate shall include up to three (3) projects completed.</p> <p>The Evaluation Committee reserves the right to verify the information and documentation provided, by contacting directly the respective clients/owners.</p>	
	Project Number (1 to 3):	
	Project Name:	
	Project Location:	
	Project Commencement Date:	
	Project Completion Date:	
	Project Contract Value Exc. VAT (€):	
	Client/ Present Owner Name:	
	Client/ Present Owner e-Mail:	
	Project Works Description:	<i>[not more than 300 words]</i>

N.B. The eventual concessionaire will be expected to supply and operate an onsite batching plant during the performance of the civil works.

B2.1.2	Civil Works projects marks assignment	
	The Evaluation Committee shall assign marks to up to three (3) civil works projects completed. Marks will be assigned on the accumulated value of the three projects.	
	Civil Works accumulated contract values	Marks
	€15m or more	30
	Between €10m and less than €15m	24
	Between €7.5m and less than €10m	18
	Between €5m and less than €7.5m	12
	Between €2.5m and less than €5m	6
	Less than €2.5m	0

FORM B2.2 – MECHANICAL & ELECTRICAL WORKS EXPERIENCE

B2.2.1 Mechanical and Electrical Works projects	
	<p>The Candidate shall provide information concerning M&E works carried out and completed. The Candidate shall include up to three (3) projects completed.</p> <p>The Evaluation Committee reserves the right to verify the information and documentation provided, by contacting directly the respective clients/owners.</p>
	Project Number (1 to 3):
	Project Name:
	Project Location:
	Project Commencement Date:
	Project Completion Date:
	Project Contract Value Exc. VAT (€) (M&E Component only):
	Client/ Present Owner Name:
	Client/ Present Owner e-Mail:
	<p>Project Works Description: <i>[not more than 300 words]</i></p>

B2.2.2	Mechanical and Electrical works projects marks assignment	
	The Evaluation Committee shall assign marks to up to three (3) M&E works projects completed. Contract value is the value of the M&E works component only. Marks will be assigned on the accumulated contract values of the three projects.	
	M&E Works accumulated contract values	Marks
	€10m or more	5
	Between €7.5m and less than €10m	4
	Between €5m and less than €7.5m	3
	Between €2.5m and less than €5m	2
	Less than €2.5m	0

FORM B2.3 – CIVIL ENGINEERING EXPERIENCE

B2.3.1	Civil engineering projects	
	<p>The Candidate shall provide information concerning experience in Civil Engineering which include works that are similar in scale to the present Project. The Candidate shall include up to three (3) projects of similar scale.</p> <p>The Evaluation Committee reserves the right to verify the information and documentation provided, by contacting directly the respective clients/owners.</p>	
	Project Number (1 to 3):	
	Project Name:	
	Project Location:	
	Project Commencement Date:	
	Project Completion Date:	
	Civil engineering Project Contract Value Exc. VAT (€):	
	Client/ Present Owner Name:	
	Client/ Present Owner e-Mail:	
	Project Works Description:	<i>[not more than 300 words]</i>

B2.3.2	Civil Engineering projects marks assignment	
	The Evaluation Committee shall assign marks to up to three (3) civil engineering projects completed. Marks shall be assigned according to the respective project's civil engineering component contract value. Marks will be assigned on the accumulated contract values of the three projects.	
	Civil Engineering accumulated contract values	Marks
	€1m or more	10
	Between €750,000 and less than €1m	8
	Between €500,000 and less than €750,000	6
	Between €250,000 and less than €500,000	4
	Between €100,000 and less than €250,000	2
	Less than €100,000	0

FORM B2.4 – RESTORATION WORKS EXPERIENCE

B2.4.1	Restoration Works projects	
	<p>The Candidate shall provide information concerning experience in Restoration Works which include works that are similar in scale to the present Project. The Candidate shall include up to three (3) projects of similar scale.</p> <p>The Evaluation Committee reserves the right to verify the information and documentation provided, by contacting directly the respective clients/owners.</p>	
	Project Number (1 to 3):	
	Project Name:	
	Project Location:	
	Project Commencement Date:	
	Project Completion Date:	
	Project Contract Value Exc. VAT (€):	
	Client/ Present Owner Name:	
	Client/ Present Owner e-Mail:	
	Project Works Description:	<i>[not more than 300 words]</i>

B2.4.2	Restoration Works projects marks assignment	
	The Evaluation Committee shall assign marks to up to three (3) restoration projects completed. Marks will be assigned on the accumulated contract values of the three projects.	
	Restoration Works accumulated contract values	Marks
	€5m or more	30
	Between €3m and less than €5m	24
	Between €1.5m and less than €3m	18
	Between €900,000 and less than €1.5m	12
	Between €500,000 and less than €900,000	6
	Less than €500,000	0

FORM B2.5 – FUNERAL AND/OR BURIAL GROUNDS MANAGEMENT EXPERIENCE

B2.5.1	Funeral and/or burial grounds experience	
	<p>The Candidate shall provide information concerning experience in the management of funeral services or burial grounds, of any religious denomination, locally or abroad.</p> <p>The Candidate is expected to state the annual value of works from funeral services and/or burial grounds activity carried out between 2012 and 2015. These are to be supported by the Audited Financial Statements/Management Accounts.</p> <p>The Evaluation Committee reserves the right to verify the information and documentation provided, by contacting directly the respective clients/owners.</p>	
	<p><i>Description [not more than 500 words]</i></p>	
A	<i>Funeral services/burial grounds activity – value of works and services 2012</i>	€
B	<i>Funeral services/burial grounds activity – value of works and services 2013</i>	€
C	<i>Funeral services/burial grounds activity – value of works and services 2014</i>	€
D	<i>Funeral services/burial grounds activity – value of works and services 2015</i>	€
	<i>Funeral services/burial grounds activity – AVERAGE value of works and services 2012-15</i>	<i>€(SUM A+B+C+D) / 4</i>

B2.5.2	Funeral and/or burial grounds experience marks assignment	
	The Evaluation Committee shall assign marks as follows:	
		Marks
	Managerial experience of funeral services or burial grounds – average annual value of works/services exceeding €1m	25
	Managerial experience of funeral services or burial grounds – average annual value of works/services between €500,000 and €1m	15
	Managerial experience of funeral services or burial grounds – average annual value of works/services between €250,000 and less than €500,000.	5
	Managerial experience of funeral services or burial grounds – average annual value of works/services less than €250,000.	0

TECHNICAL CAPACITY: PART III – CANDIDATE PROJECT LEADER AND KEY EXPERTS

FORM B3 – CANDIDATE PROJECT LEADER AND KEY EXPERTS

B3	Candidate Key Experts
	<p>The Candidate shall nominate a Project Leader, who shall be the person primarily responsible for the management and coordination of the whole Concession contract, and for the direction and coordination of the Key Experts.</p> <p>Also, the Candidate shall nominate five (5) Key Experts, who shall respond to the Project Leader, and who shall be the persons responsible for the Project specialisation fields listed hereunder:</p> <ol style="list-style-type: none">1. Civil Works2. Mechanical and Electrical Works3. Civil Engineering4. Restoration works5. Health & Safety <p>The Project Leader shall be directly responsible for the daily organizational management of the Addolorata Cemetery, hence considered as the main person responsible for the management of the Cemetery.</p> <p>The Project Leader and the five (5) Key Experts shall be the focal points of this Project.</p> <p>Any one person may assume a maximum of 2 roles from the six indicated above (Project Leader and 5 key experts).</p>

FORM B3.1.1 – PROJECT LEADER TECHNICAL CAPACITY

B3.1.1	Project Leader technical capacity	
	<p>The Candidate shall nominate one (1) Project Leader, who shall be the person primarily responsible for the management and coordination of the whole Concession contract, and for the direction and coordination of the Key Experts. The nominated Project Leader shall have at least a Bachelors Degree (MQF Level 6) from the University of Malta or from an institution recognised as equivalent and five (5) years experience or more in an organisation or project management.</p> <p>Copies of the academic qualification/s certificate/s, of documentation proving more than five (5) years experience in project management, and of the CV (in Europass template form) shall be attached with this form B3.1.1.</p>	
	Name and Surname	
	Academic Qualification	
	Present employer	
	Present position	

FORM B3.1.2 – PROJECT LEADER EXPERIENCE

B3.1.2	Project Leader technical experience	
	<p>The nominated Project Leader shall have related experience in the management of an SME or a large enterprise or public office or in the management of medium- to large-scale projects.</p> <p>The Candidate shall list hereunder either:</p> <ul style="list-style-type: none"> i. One (1) organisation or more classified as an SME/large enterprise/public organisation, with an average annual turnover of €1.5m, for which he/she formed part of senior management (e.g. Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, etc) responsible for the strategic decision-making of the organisation/s, for a minimum of 5 years; or ii. Three (3) medium- to large-scale projects in which the role of the nominated Project Leader was that of project leader or project manager in charge of projects that are similar in scale to the present Project. <p>Information relative to different organisations/projects shall be provided in separate B3.1.2 forms, identified according to the organisation/project number (see below).</p> <p>A reference letter demonstrating satisfaction with his/her performance may be requested from the Candidate. The Evaluation Committee reserves the right to verify the information and documentation provided, by contacting directly the relevant third parties.</p>	
	In the case of (i):	
	Organisation Number (1,2,...):	
	Organisation Name:	
	Organisation Location:	
	Senior Management Designation	
	Date of commencement in Senior Management post	
	Date of termination from Senior Management post	
	Organisation average annual turnover for the best five years since 1996	
	Organisation Contact Person:	
	Organisation Contact e-Mail:	
	Organisation/Project Works Description:	<i>[not more than 300 words]</i>

	In the case of (ii):	
	Project Number (1 to 3):	
	Project Name:	
	Project Location:	
	Project Commencement Date:	
	Project Completion Date:	
	Project Contractor:	
	Project Contract Value Exc. VAT (€):	
	Client Name:	
	Client e-Mail:	
	Nominated project leader role in project:	
	Organisation Works Description:	<i>[not more than 300 words]</i>

**FORM B3.1.3 – PROJECT LEADER EXPERTISE MARKS ASSIGNMENT
PROJECTS MARKS ASSIGNMENT**

B3.1.3	Project leader expertise marks assignment	
	<p>In the case of criterion (i) Organisation Management, the Evaluation Committee shall consider the average annual turnover. If two or more organisations are given, the Evaluation Committee will consider the best average annual turnover of the organisation for which the person was engaged in a senior management position.</p> <p>In the case of criterion (ii) – Projects, the Evaluation Committee shall assign marks to three (3) medium- to large-scale projects in which the role of the Project Leader was that of project leader or project manager in charge of projects that are similar in scale to the present Project. Marks will be assigned on the accumulated value of the three projects.</p>	
	If (i) Organisation Management, average annual turnover of	Marks
	€10m or more	40
	Between €7.5m and less than €10m	32
	Between €5m and less than €7.5m	24
	Between €2.5m and less than €5m	16
	More than €1.5m and less than €2.5m	8
	€1.5m or less	0
	If (ii) Projects, accumulated project value of	Marks
	€10m or more	40
	Between €7.5m and less than €10m	32
	Between €5m and less than €7.5m	24
	Between €2.5m and less than €5m	16
	More than €1m and less than €2.5m	8
	€1m or less	0

FORM B3.2.1 – KEY EXPERT (CIVIL WORKS) TECHNICAL CAPACITY

B3.2.1	Key Expert (Civil Works) Technical Capacity	
	The Candidate shall nominate one (1) Key Expert (Civil Works), who shall be the person primarily responsible for the management and coordination of the Civil Works for the extension of the Addolorata Cemetery. The nominated Key Expert shall possess over five (5) years of experience in the management of construction sites, having managed at least three (3) projects of a total value of €2m each. Copies of documentation proving more than five (5) years experience in civil works, and of the CV (in Europass template form) of the nominated Project Leader shall be attached with this form B3.2.1.	
	Name and Surname	
	Present employer	
	Present position	

FORM B3.2.2 – KEY EXPERT (CIVIL WORKS) EXPERIENCE

B3.2.2	Key Expert (Civil Works) experience	
	<p>The nominated Key Expert shall have related experience in medium- to large-scale projects.</p> <p>The Candidate shall list hereunder three (3) medium- to large-scale projects in which the role of the nominated Key Expert was that of the person in charge of civil works projects that are similar in scale to the present Project.</p> <p>Information relative to different projects shall be provided in separate B3.2.2 forms, identified according to the project number (see below).</p> <p>A reference letter demonstrating satisfaction with his/her performance may be requested from the Candidate. The Evaluation Committee reserves the right to verify the information and documentation provided, by contacting directly the relevant third parties.</p>	
	Project Number (1 to 3):	
	Project Name:	
	Project Location:	
	Project Commencement Date:	
	Project Completion Date:	
	Project Contractor:	
	Contract Value Exc. VAT (€):	
	Client Name:	
	Client e-Mail:	
	Nominated key expert role in project:	
	Project Works Description:	<i>[not more than 300 words]</i>

**FORM B3.2.3 – KEY EXPERT (CIVIL WORKS) EXPERTISE MARKS ASSIGNMENT
PROJECTS MARKS ASSIGNMENT**

B3.2.3	Key Expert (Civil Works) expertise marks assignment	
	The Evaluation Committee shall assign marks to three (3) medium- to large-scale projects in which the role of the key expert was that of person in charge of projects that are similar in scale to the present Project. Marks shall be assigned on the accumulated contract value of the three projects.	
	Accumulated contract value	Marks
	€15m or more	20
	Between €12.5m and less than €15m	16
	Between €10m and less than €12.5m	12
	Between €7.5m and less than €10m	8
	More than €6m and less than €7.5m	4
	€6m and less	0

FORM B3.3.1 – KEY EXPERT (M&E WORKS) TECHNICAL CAPACITY

B3.3.1	Key Expert (M&E Works) Technical Capacity	
	<p>The Candidate shall nominate one (1) Key Expert (M&E Works) who shall be the person primarily responsible for the management and coordination of the M&E Works for the extension of the Addolorata Cemetery. The nominated Key Expert shall:</p> <ul style="list-style-type: none"> - be a Mechanical or Electrical Engineer having a Bachelors Degree in Mechanical or Electrical Engineering at MQF Level 6 or above from the University of Malta or from an institution recognised as equivalent, - have a Mechanical/Electrical Engineer’s Warrant, - possess over five (5) years of experience in the management of M&E projects and having managed at least three (3) projects of a total value of €1m each. <p>Copies of the academic qualification/s certificate/s, of documentation proving more than five (5) years experience in M&E works, and of the CV (in Europass template form) shall be attached with this form B3.3.1.</p>	
	Name and Surname	
	Academic Qualification	
	Present employer	
	Present position	

FORM B3.3.2 – KEY EXPERT (M&E WORKS) EXPERIENCE

B3.3.2	Key Expert (M&E Works) experience	
	<p>The nominated Key Expert shall have related experience in medium- to large-scale projects.</p> <p>The Candidate shall list hereunder three (3) medium- to large-scale projects in which the role of the nominated Key Expert was that of the person in charge of M&E works projects that are similar in scale to the present Project.</p> <p>Information relative to different projects shall be provided in separate B3.3.2 forms, identified according to the project number (see below).</p> <p>A reference letter demonstrating satisfaction with his/her performance may be requested from the Candidate. The Evaluation Committee reserves the right to verify the information and documentation provided, by contacting directly the relevant third parties.</p>	
	Project Number (1 to 3):	
	Project Name:	
	Project Location:	
	Project Commencement Date:	
	Project Completion Date:	
	Project Contractor:	
	Project Contract Value Exc. VAT (€):	
	Client Name:	
	Client e-Mail:	
	Nominated key expert role in project:	
	Project Works Description:	<i>[not more than 300 words]</i>

**FORM B3.3.3 – KEY EXPERT (M&E WORKS) EXPERTISE MARKS ASSIGNMENT
PROJECTS MARKS ASSIGNMENT**

B3.3.3	Key Expert (M&E works) expertise marks assignment	
	The Evaluation Committee shall assign marks to three (3) medium- to large-scale projects in which the role of the key expert was that of person in charge of projects that are similar in scale to the present Project. Marks shall be assigned on the accumulated contract value of the three projects.	
	Accumulated contract value	Marks
	€10m or more	5
	Between €8m and less than €10m	4
	Between €6.5m and less than €8m	3
	Between €5m and less than €6.5m	2
	More than €3m and less than €5m	1
	€3m and less	0

FORM B3.4.1 – KEY EXPERT (CIVIL ENGINEERING) TECHNICAL CAPACITY

B3.4.1	Key Expert (Civil Engineering) Technical Capacity	
	<p>The Candidate shall nominate one (1) Key Expert (Civil Engineering) who shall be the person primarily responsible for the Civil Engineering for the extension of the Addolorata Cemetery. The nominated Key Expert shall:</p> <ul style="list-style-type: none"> - be an Architect and Civil Engineer warranted to practice in Malta ('perit') or a professional of an equivalent recognised (postgraduate) degree - possess over five (5) years of experience in civil engineering assignments and having been responsible for at least three (3) projects of a value of €2m each. <p>Copies of the academic qualification/s certificate/s, of documentation proving five (5) years or more experience in civil engineering, and of the CV (in Europass template form) shall be attached with this form B3.4.1.</p>	
	Name and Surname	
	Academic Qualification	
	Present employer	
	Present position	

FORM B3.4.2 – KEY EXPERT (CIVIL ENGINEERING) EXPERIENCE

B3.4.2	Key Expert (Civil Engineering) experience	
	<p>The nominated Key Expert shall have related experience in medium- to large-scale projects.</p> <p>The Candidate shall list hereunder three (3) medium- to large-scale projects of a value of €2m each, in which the role of the nominated Key Expert was that of the person responsible for civil engineering.</p> <p>Information relative to different projects shall be provided in separate B3.4.2 forms, identified according to the project number (see below).</p> <p>A reference letter demonstrating satisfaction with his/her performance may be requested from the Candidate. The Evaluation Committee reserves the right to verify the information and documentation provided, by contacting directly the relevant third parties.</p>	
	Project Number (1 to 3):	
	Project Name:	
	Project Location:	
	Project Commencement Date:	
	Project Completion Date:	
	Project Contractor:	
	Project Value Exc. VAT (€):	
	Client Name:	
	Client e-Mail:	
	Nominated key expert role in project:	
	Project Works Description:	<i>[not more than 300 words]</i>

**FORM B3.4.3 – KEY EXPERT (CIVIL ENGINEERING) EXPERTISE MARKS ASSIGNMENT
PROJECTS MARKS ASSIGNMENT**

B3.4.3	Key Expert (Civil Engineering) expertise marks assignment	
	The Evaluation Committee shall assign marks to three (3) medium- to large-scale projects in which the role of the key expert was that of person in charge of projects. Marks shall be assigned on the accumulated project value of the three projects.	
	Accumulated project value	Marks
	€15m or more	10
	Between €12.5m and less than €15m	8
	Between €10m and less than €12.5m	6
	Between €7.5m and less than €10m	4
	More than €6m and less than €7.5m	2
	€6m and less	0

FORM B3.5.1 – KEY EXPERT (RESTORATION WORKS) TECHNICAL CAPACITY

B3.5.1	Key Expert (Restoration Works) Technical Capacity	
	<p>The Candidate shall nominate one (1) Key Expert (Restoration Works) who shall be the person primarily responsible for the Restoration Works of the Addolorata Cemetery. The nominated Key Expert shall:</p> <ul style="list-style-type: none"> - <u>be a conservator/restorer, having at least an MQF Level 6 (or equivalent) qualification or more in restoration</u> - possess five (5) years of experience or more in restoration works and - have been responsible for at least three (3) projects of a total value of €1m each. <p>Copies of the academic qualification/s certificate/s, of documentation proving more than five (5) years experience in restoration works, and of the CV (in Europass template form) shall be attached with this form B3.5.1.</p>	
	Name and Surname	
	Academic Qualification	
	Present employer	
	Present position	

FORM B3.5.2 – KEY EXPERT (RESTORATION WORKS) EXPERIENCE

B3.5.2	Key Expert (Restoration Works) experience	
	<p>The nominated Key Expert shall have related experience in medium- to large-scale projects.</p> <p>The Candidate shall list hereunder three (3) medium- to large-scale projects of a value of at least €1m each, in which the role of the nominated Key Expert was that of the person responsible for restoration works of projects that are similar in scale to the present Project.</p> <p>Information relative to different projects shall be provided in separate B3.5.2 forms, identified according to the project number (see below).</p> <p>A reference letter demonstrating satisfaction with his/her performance may be requested from the Candidate. The Evaluation Committee reserves the right to verify the information and documentation provided, by contacting directly the relevant third parties.</p>	
	Project Number (1 to 3):	
	Project Name:	
	Project Location:	
	Project Commencement Date:	
	Project Completion Date:	
	Project Contractor:	
	Contract Value Exc. VAT (€):	
	Client Name:	
	Client e-Mail:	
	Nominated key expert role in project:	
	Project Works Description:	<i>[not more than 300 words]</i>

**FORM B3.5.3 – KEY EXPERT (RESTORATION WORKS) EXPERTISE MARKS ASSIGNMENT
PROJECTS MARKS ASSIGNMENT**

B3.5.3	Key Expert (Restoration Works) expertise marks assignment	
	The Evaluation Committee shall assign marks to three (3) medium- to large-scale projects in which the role of the key expert was that of a person in charge of projects. Marks shall be assigned on the accumulated contract value of the three projects.	
	Accumulated contract value	Marks
	€12m or more	20
	Between €10m and less than €12m	16
	Between €7.5m and less than €10m	12
	Between €5m and less than €7.5m	8
	More than €3m and less than €5m	4
	€3m and less	0

FORM B3.6.1 – KEY EXPERT (HEALTH & SAFETY) TECHNICAL CAPACITY

B3.6.1	Key Expert (Health & Safety) Technical Capacity	
	<p>The Candidate shall nominate one (1) Key Expert (Health & Safety), who shall be respond to the Project Leader, and who shall be the key expert responsible for the Project specialisation field related to Health & Safety. The nominated Key Expert (Health & Safety) shall:</p> <ul style="list-style-type: none"> a) hold an MQF Level 4 (or equivalent) qualification or more in Health and Safety, issued by an accredited educational institution and recognised by the Malta Qualifications Recognition Information Centre (MQRIC); - possess five (5) years' experience or more in the field; and - have been responsible for at least three (3) projects of a total value of €1m each. <p>Copies of the academic qualification/s certificate/s, of documentation proving more than five (5) years experience in Health & Safety, and of the CV (in Europass template form) shall be attached with this form B3.6.1.</p>	
	Name and Surname	
	Academic Qualification	
	Present employer	
	Present position	

FORM B3.6.2 - KEY EXPERT (HEALTH AND SAFETY) EXPERIENCE

B3.6.2	Key Expert (Health and Safety) experience	
	<p>The nominated Key Expert (Health & Safety) shall have key expert experience in the management of project health & safety issues. The Candidate shall list hereunder three (3) medium- to large-scale projects of a value of at least €1m each, in which the role of the nominated Key Expert (Health & Safety) was that of competent person in charge of health & safety management.</p> <p>Information relative to different projects shall be provided in separate B3.6.2 forms, identified according to the project number (see below).</p> <p>A reference letter demonstrating satisfaction with his/her performance may be requested from the Candidate. The Evaluation Committee reserves the right to verify the information and documentation provided, by contacting directly the relevant third parties.</p>	
	Project Number (1 to 3):	
	Project Name:	
	Project Location:	
	Project Commencement Date:	
	Project Completion Date:	
	Project Contractor:	
	Project Value Exc. VAT (€):	
	Client Name:	
	Client e-Mail:	
	Nominated key expert role in project:	
	Project Works Description:	<i>[not more than 300 words]</i>

**FORM B3.6.3 – KEY EXPERT (HEALTH AND SAFETY) EXPERTISE MARKS ASSIGNMENT
PROJECTS MARKS ASSIGNMENT**

B3.6.3	Key Expert (Health and Safety) expertise marks assignment	
	The Evaluation Committee shall assign marks to three (3) medium- to large-scale projects in which the role of the key expert was that of person in charge of the project. Marks shall be assigned on the accumulated project value of the three projects.	
	Accumulated project value	Marks
	€10m or more	5
	Between €8m and less than €10m	4
	Between €6.5m and less than €8m	3
	Between €5m and less than €6.5m	2
	More than €3m and less than €5m	1
	€3m and less	0

TECHNICAL CAPACITY: PART IV – CANDIDATE POLICIES

FORM B4.1 – EQUALITY POLICY

B4.1	Equality Policy
	<p>The Candidate shall submit the equality policy of the company or of each joint venture/ consortium partner company. The policy shall concretely describe the company's commitment to promote equality and diversity in areas such as recruitment, training, management, and pay, and which steps the company is undertaking to tackle discrimination.</p> <p>The policy shall be explicitly incorporated into the company's business policy. The equality policies submitted shall be marked as B4.1, and inserted as per Checklist (Section D).</p>

FORM B4.1 – EQUALITY POLICY MARKS ASSIGNMENT

B4.1	Equality Policy marks assignment
	<p>A maximum of five (5) marks shall be divided equally among all the companies, and the fractional mark shall be assigned to each of the companies that submit a policy (e.g. If the Candidate is a joint-venture consisting of four (4) partner companies, each company shall be assigned 1.25 marks (fractional mark) for submitting a company policy. If only one (1) out of four (4) partner companies have an eligible policy, the Candidate shall be assigned 1.25 marks).</p>

FORM B4.2 – ENVIRONMENTAL MANAGEMENT POLICY

B4.2	Environmental management marks assignment
	<p>The Candidate shall submit the environmental management policy of the company or of each joint-venture/consortium partner company. The policy shall concretely describe the company's commitment to the environment, and which steps the company is undertaking to reduce any impact on the environment. The policy shall be explicitly incorporated into the company's business policy.</p> <p>The environmental management policies submitted shall be marked as B4.2, and inserted as per Checklist (Section D).</p>

FORM B4.2 – ENVIRONMENTAL MANAGEMENT POLICY MARKS ASSIGNMENT

B4.2	Environmental management marks assignment
	<p>A maximum of five (5) marks shall be divided equally among all the companies, and the fractional mark shall be assigned to each of the companies that submit an eligible policy (e.g. If the Candidate is a joint-venture consisting of four (4) partner companies, each company shall be assigned 1.25 marks (fractional mark) for submitting a company policy. If only two (2) out of four (4) partner companies have an eligible policy, the Candidate shall be assigned 2.5 marks).</p>

FORM B4.3 – ORGANISATIONAL HEALTH & SAFETY POLICY

B4.3	Organisational Health and Safety marks assignment
	<p>The Candidate shall submit the organisational health & safety policy of the company or of each joint-venture/consortium partner company. The policy shall concretely describe the company's commitment to its health & safety responsibilities, and which steps the company is undertaking to protect those who could be affected by its activities. The policy shall be explicitly incorporated into the company's business policy.</p> <p>The health & safety policies submitted shall be marked as B4.3, and inserted as per Checklist (Section D).</p>

FORM B4.3 – ORGANISATIONAL HEALTH & SAFETY POLICY MARKS ASSIGNMENT

B4.3	Organisational Health and Safety marks assignment
	<p>A maximum of five (5) marks shall be divided equally among all the companies, and the fractional mark shall be assigned to each of the companies that submit an eligible policy (e.g. If the Candidate is a joint-venture consisting of four (4) partner companies, each company shall be assigned 1.25 marks (fractional mark) for submitting a company policy. If only three (3) out of four (4) partner companies have an eligible policy, the Candidate shall be assigned 3.75 marks).</p>

SECTION C – Declarations by the Candidate

FORM 5 – STATEMENT ON CONDITIONS OF EMPLOYMENT

Statement on Conditions of Employment	
	<p>1. As bidders, we hereby understand and declare that if we are awarded the concession, we will take on and reimburse the Ministry for Health (and the GM) of all expenses relating to the deployed employees as indicated by the Ministry for Health as part of the conditions of the concession agreement, to carry out the services at the Santa Maria Addolorata Cemetery where such employees shall be the base of the workforce of the concession.</p> <p>2. It is hereby declared that the engagement of all employees as referred to in clause one above shall comply with the relative Public Service Management Code and/or the applicable Collective Agreements and/or Sectoral Agreements and that they shall enjoy working conditions including wages, salaries, vacation and sick leave, maternity and parental leave as stipulated therein. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.</p> <p>3. It is hereby declared that no part of the services to be provided under this contract shall be sub-contracted to an economic operator who has in his employment employees, who are already in employment with the bidding entity and are carrying out, with the sub-contractor, the same or very similar duties as those in their contract of employment with the bidding entity.</p> <p>4. It is hereby declared that no employee deployed to the concession from the GM shall be subcontracted to any entity to perform any duties other than those within the scope of the concession agreement.</p> <p>5. The sub-contractor/s agree to all the conditions listed in this statement.</p> <p>6. It is hereby declared that any additional employees of the bidding entity, shall have a written contract of employment and that they are to be registered with the competent authority of Malta, Jobs+. If this tender is awarded to us, we shall furnish an annual list of employees who will be providing the services. Copies of the written contracts of employment of the additional employees will be available at any time for inspection.</p> <p>7. It is hereby declared that the bidding entity's additional employees shall be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and Public Holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social security contributions and income tax).</p> <p>8. It is hereby declared that the relevant bank statements of wage/salaries' deposit and copies of the detailed payslips will be made available as and when required by the</p>

Director of Industrial and Employment Relations.

9. It is hereby declared that if the bidding entity is found in breach of any of the above declarations it is accepted that this contract will be terminated and that we will have no right to be compensated for any damage we may have suffered or will suffer in the future in respect to this termination.

10. A list of the minimum hourly workers' pay of any additional employees engaged by the bidder to render services under this tender is to be submitted as per article 6 above.

Signature: _____

Person or persons authorised to sign on behalf of the Candidate

Name & surname: _____

Block letters

Date: _____

FORM 6 - DATA PROTECTION ACT AND FREEDOM OF INFORMATION

Data Protection Act and Freedom of Information	
	<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>Person or persons authorised to sign on behalf of the Candidate</i></p> <p>Name & surname: _____</p> <p><i>Block letters</i></p> <p>Date: _____</p>

FORM 7 – CERTIFICATION OF QUESTIONNAIRE BY CANDIDATE

Certification of Questionnaire by Candidate	
	<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>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>

SECTION D – CHECKLIST

Form 9¹ - Checklist

Requested item	Tick as applicable	
	Submitted	Not Applicable
Form A1 - Candidate Information	<input type="checkbox"/>	
Form A2 - Joint Venture/Consortium Information	<input type="checkbox"/>	<input type="checkbox"/>
Preliminary agreement of JV/Consortium / letter of intent (see Form A2.2; mark as A2.2.1)	<input type="checkbox"/>	<input type="checkbox"/>
Form A3 - Candidate Power of Attorney	<input type="checkbox"/>	
Form A4 - Organisation Chart	<input type="checkbox"/>	
Form B1.1 – Company Financial Data	<input type="checkbox"/>	
Form B1.2.1 - Audited financial statements 2012-2015	<input type="checkbox"/>	
Form B1.2.2 – Bank Support Letter	<input type="checkbox"/>	
Form B1.3.1 – Audit Opinion Evaluation	<input type="checkbox"/>	
Form B1.3.2 – Financial Ratio Assessments	<input type="checkbox"/>	
Form B2.1.1 – Civil Works projects	<input type="checkbox"/>	
Form B2.2.1 – Mechanical and Electrical Works projects	<input type="checkbox"/>	
Form B2.3.1 – Civil Engineering projects	<input type="checkbox"/>	
Form B2.4.1 – Restoration Works projects	<input type="checkbox"/>	
Form B2.5.1 – Funeral/Burial Grounds Management experience	<input type="checkbox"/>	
Form B3.1.1 – Project Leader technical capacity	<input type="checkbox"/>	
<i>Form B3.1.1 – Academic Qualifications Certificates</i>	<input type="checkbox"/>	
<i>Form B3.1.1 – Proof of experience</i>	<input type="checkbox"/>	
<i>Form B3.1.1 – Curriculum Vitae</i>	<input type="checkbox"/>	
Form B3.1.2 – Project Leader technical experience	<input type="checkbox"/>	
Form B3.2.1 – Key Expert (Civil Works) technical capacity	<input type="checkbox"/>	
<i>Form B3.2.1 – Proof of experience</i>	<input type="checkbox"/>	
<i>Form B3.2.1 – Curriculum Vitae</i>	<input type="checkbox"/>	
Form B3.2.2 – Key Expert (Civil Works) technical experience	<input type="checkbox"/>	
Form B3.3.1 – Key Expert (M&E) technical capacity	<input type="checkbox"/>	
<i>Form B3.3.1 – Academic Qualifications Certificates</i>	<input type="checkbox"/>	
<i>Form B3.3.1 – Proof of experience</i>	<input type="checkbox"/>	

¹ For Form 8 go to the end of Appendix II below.

<i>Form B3.3.1 – Curriculum Vitae</i>	<input type="checkbox"/>	
Form B3.3.2 – Key Expert (M&E) technical experience	<input type="checkbox"/>	
Form B3.4.1 – Key Expert (Civil Engineering) technical capacity	<input type="checkbox"/>	
<i>Form B3.4.1 – Academic Qualifications Certificates</i>	<input type="checkbox"/>	
<i>Form B3.4.1 – Proof of experience</i>	<input type="checkbox"/>	
<i>Form B3.4.1 – Curriculum Vitae</i>	<input type="checkbox"/>	
Form B3.4.2 – Key Expert (Civil Engineering) technical experience	<input type="checkbox"/>	
Form B3.5.1 – Key Expert (Restoration Works) technical capacity	<input type="checkbox"/>	
<i>Form B3.5.1 – Academic Qualifications Certificates</i>	<input type="checkbox"/>	
<i>Form B3.5.1 – Proof of experience</i>	<input type="checkbox"/>	
<i>Form B3.5.1 – Curriculum Vitae</i>	<input type="checkbox"/>	
Form B3.5.2 – Key Expert (Restoration Works) technical experience	<input type="checkbox"/>	
Form B3.6.1 – Key Expert (Health & Safety) technical capacity	<input type="checkbox"/>	
<i>Form B3.6.1 – Academic Qualifications Certificates</i>	<input type="checkbox"/>	
<i>Form B3.6.1 – Proof of experience</i>	<input type="checkbox"/>	
<i>Form B3.6.1 – Curriculum Vitae</i>	<input type="checkbox"/>	
Form B3.6.2 – Key Expert (Health & Safety) technical experience	<input type="checkbox"/>	
Form 4.1 - Equality Policy	<input type="checkbox"/>	
Form 4.2 - Environmental management policy	<input type="checkbox"/>	
Form 4.3 - Health and Safety policy	<input type="checkbox"/>	
Form 5 – Statement of Conditions of Employment	<input type="checkbox"/>	
Form 6 – Data Protection Act and Freedom of Information	<input type="checkbox"/>	
Form 7 – Certification of Questionnaire by Candidate	<input type="checkbox"/>	
Form 8 – Conflict of Interest Declaration Form	<input type="checkbox"/>	
Index as per Part 2 Clause 13	<input type="checkbox"/>	
Form 9 – This Checklist	<input type="checkbox"/>	

Appendix I: EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

Procedure for the Submission of Appeals – Regulation 84 of the Public Procurement Regulations

The procedure for the submission of appeals is stipulated in Part XIII of the Public Procurement Regulations (Legal Notice 296/2010), reproduced hereunder for ease of reference.

1) 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 or a cancellation of a call for tender, may file a notice of objection with the Review Board.

The notice shall be filed within ten calendar days following the date on which the contracting authority has by fax or other electronic means sent its proposed award decision.

The communication to each tenderer of the proposed award shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 44(3), and by a precise statement of the exact standstill period.

The notice of objection shall only be valid if accompanied by a deposit equivalent to 0.75 per cent of the estimated value of the whole tender prior to publication or if the tender is divided into lots according to the estimated of the tender for each lot submitted by the tenderer, provided that in no case shall the deposit be less than one thousand and two hundred euro (€1,200) or more than fifty-eight thousand euro (€58,000). The Secretary of the Review Board shall immediately notify the Director that an objection had been filed with his authority thereby immediately suspending the award procedure. The Department of Contracts 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.

2) The procedure to be followed in submitting and determining complaints as well as the conditions under which such complaints may be filed shall be the following:

(a) any decision by the General Contracts Committee (or a Special Contracts Committee) and by a contracting authority, shall be made public at the Department of Contracts or at the office of the contracting authority prior to the award of the contract;

(b) the notice of objection duly filed in accordance with sub-regulation (1) shall be made public by the Review Board not later than the next working day following its filing;

(c) within three working days of the publication of the replies the Secretary of the Review Board shall prepare a report (the Analysis Report) analysing the letter of objection. This report shall be circulated to the persons who file an objection and interested parties. After the preparatory process is duly completed, the Head of the contracting authority shall forward to the Chairman of the Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts, any motivated letter, who shall then proceed as stipulated in Part XIV;

(d) the Director or the Head of the contracting authority shall publish a copy of the decision of the Review Board at his department or at the premises of the relevant contracting authority, as the case may be.

Copies of the decision shall be forwarded by the Secretary of the Board to the complaining tenderer, any persons who had registered or had an implied interest, the Director of Contracts and to the contracting authority concerned.

Appendix II: MEMORANDUM OF INFORMATION

The purpose of this MOI is to provide potential Candidates with sufficient information on the project and the Competitive Dialogue procedure to enable them to make an informed decision about whether they wish to participate, to be informed about the Competitive Dialogue procedure as a whole and to submit a Prequalification Questionnaire (PQQ).

The Contracting Authority

The Central Procurement and Supplies Unit

The Central Procurement & Supplies Unit (CPSU), is the entity responsible for the provision of health services to the general public within the Division of Health, has been set up with a strategic mission to be pro-active and efficiently manage the procurement and supply of materials, works and/or services across the Government Healthcare Services, while maintaining the highest level of professional ethics and integrity.

This Organisation manages the procurement and supply process in order to acquire quality materials, works and/or services at the lowest price; give timely and effective support to ensure that the requirements of the Government healthcare services to the community are met; provide potential suppliers with equal consideration of their products and services and instil public confidence that contracts are awarded in a fully transparent, equitable and economical manner.

CPSU services all sectors of the health services in Malta including:

- All Public hospitals
- St Vincent de Paul Residence
- All primary healthcare centres
- Pharmacy of Your Choice scheme

The Beneficiary (The Contracting Authority)

The Beneficiary of this competitive process is the **Ministry for Health (MH)**. This is the entity responsible for the provision of all public health services in Malta, including *inter alia* burials' services in line with the Burials Ordinance (Cap 17) of the Laws of Malta.

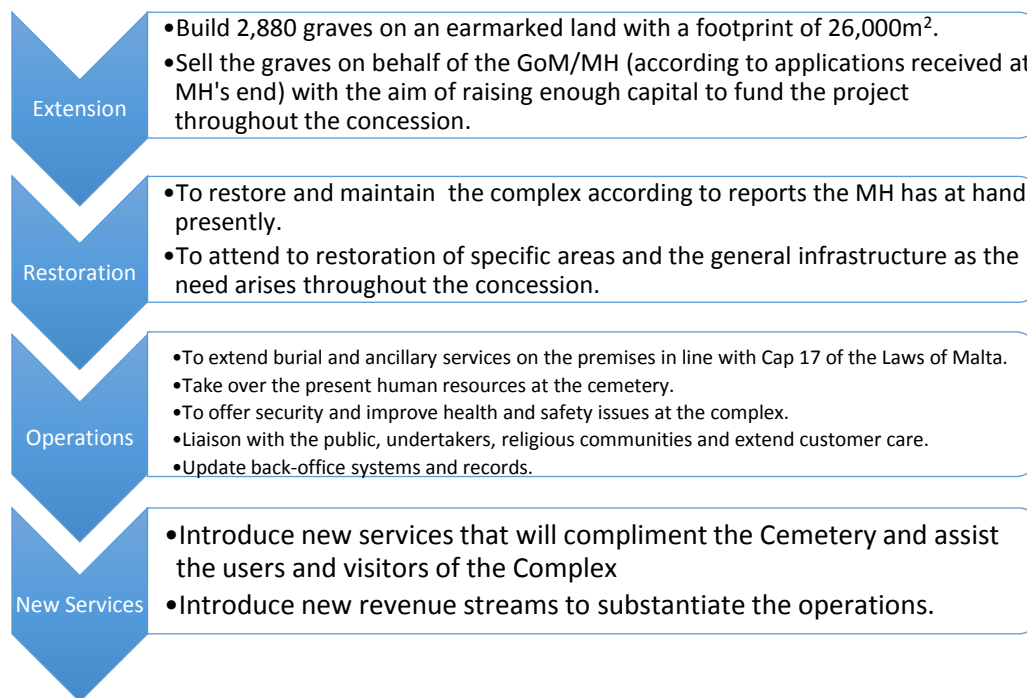
There are presently twelve public cemeteries on the Maltese islands that fall under the remit of the Environmental Health Directorate within the Office of the Superintendency of Public Health. Amongst these, the Santa Maria Addolorata Cemetery in Paola is the largest burial ground and also the one with the highest activity in respect to burials.

MH's Vision for the Santa Maria Addolorata Cemetery Complex

The vision which the MH has for the cemetery is one that sees a marked improvement of the operational processes as well as the infrastructure and unique architecture. In line with the GM's vision to empower more the private sector and to stimulate the economy, a decision has been taken to invite bidders for the installation of a Public Private Partnership on a long-term concession agreement.

The GM is undertaking this project to improve the services that are extended at the cemetery complex. It is the intention of the Ministry for Health that such services be improved to reach levels where the dignity of the person who has passed on is ensured whilst supporting the next of kin in their bereavement. The Ministry for Health is aware that the services at the cemetery do not stop at the time of burial or internment but that further procedures are required at specific periods of time to include adequate documentation and records, exhumation and transfer of remains and cleaning of graves.

The overall and ultimate scope is to extend a PPP concession to undertake a 4-staged project as per the following:



Targets of the Ministry for Health (MH)

The Ministry for Health is committing itself to improve respectability in these services as well as improve the conditions under which such services are rendered. The Ministry is confident that an improvement in both operational as well as the technical aspect will enhance the experience to all stakeholders of the cemetery in a holistic manner.

The request for the purchase of private burial plots has been constant over the years and the Department has applications dating back a number of years. Although the projected extension will not meet all the present demand, it will definitely satisfy the majority of such requests.

The Ministry is also aware that the Complex in mention and which falls within its remit is an architectural gem and is a Grade 1 Scheduled monument that needs to be preserved for future generations of Maltese to enjoy as well as to be served of. The Santa Maria Addolorata Cemetery is one of three cemeteries commissioned to the 19th century Maltese Superintendent of Public Works, Architect Emmanuel Luigi Galizia. The other two cemeteries being those of Braxia in Pieta' and the Turkish cemetery in Marsa.

The Addolorata cemetery requires a considerable restorative exercise which has been documented in a report issued by the Department of Works a few years ago. The suggestions therein must be addressed as soon as possible since erosion and decay are having their toll on various parts of the complex and the rate of degradation is somewhat high. The restoration of this complex is of national importance since it serves as the main national burial site, it has a unique architectural design and it also stands on a prominent site.

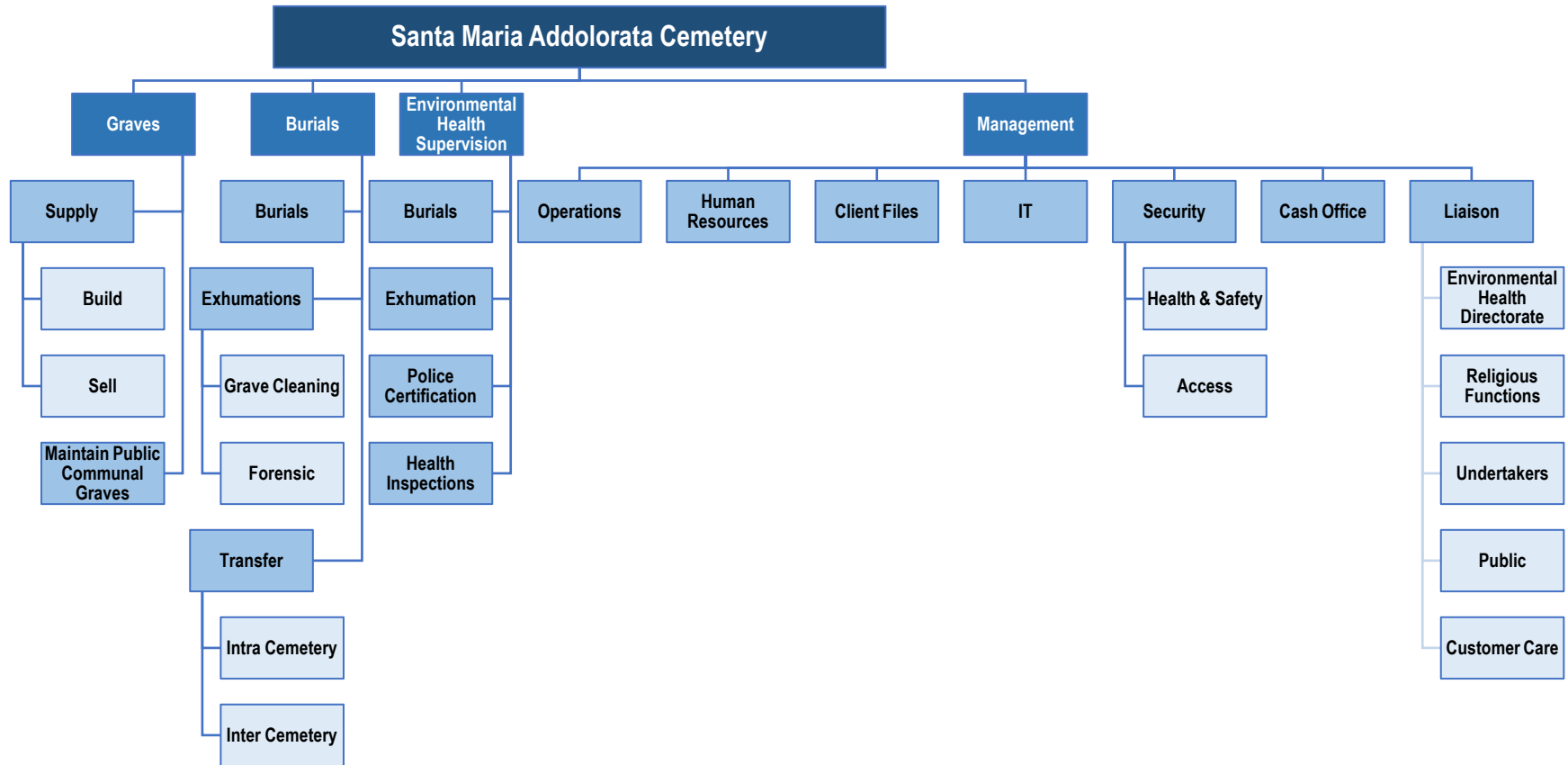
Background information on the service provisions at the Santa Maria Addolorata Cemetery.

The services offered at the Addolorata cemetery are in line with Cap 17 of the Laws of Malta as issued in 1869 with many subsequent legislations and legal notices being issued over the years to meet the exigencies of the public and the complex itself over the one hundred and forty seven years since its inauguration.

Such services include those of:

- Burials and internment in public, community and private graves.
- The cleaning and the exhumation of the graves to ensure sufficient burial spaces.
- The transfer of osseous remains in communal or private charnel houses.
- The disposal of non-human remains from the graves, including clothing and components of caskets or coffins.
- The organising osseous remains in appropriate vessels or containers in the ossuary level of private graves.
- The transfer of osseous remains to other graves at the same complex (intra-transfers) as well as to other cemeteries around Malta (inter-transfers).
- Assisting in exhuming corpses for forensic evidence studies upon Courts' orders.
- Maintaining records and census of burials and graves.
- Maintenance of the whole complex.
- Providing the necessary human resource to meet the above list.
- The Environmental Health Directorate under the Superintendence of Public Health oversees the activities within as the regulator on health issues as well as the Burials Ordinance. Health Inspectors need be present throughout the activities serviced at the complex.

The following diagram depicts the present operations and services presently rendered at the Complex



1.0 Purpose of Memorandum of Information

This Memorandum of Information (MOI) provides a general overview of the invitation for bids towards the awarding of a PPP Concession for the Santa Marija Addolorata Cemetery in Paola and of the Competitive Dialogue Procurement procedure.

The purpose of this MOI is to provide potential Candidates with sufficient information on the Project and the Competitive Dialogue Procurement procedure, to enable them to:

- a. Make an informed decision about whether they wish to participate
- b. Be informed about the Competitive Dialogue Procurement procedure as a whole
- c. Submit a Pre-Qualification Questionnaire (PQQ)

2.0 Description of the Project and Eventual Concession

The GM intends to transfer the Site and the Complex for which a Proposal is submitted, for a period of fifteen (15) years after which it will be returned *in toto* to GM.

For ease of description, the Project is divided into four (4) sections which will be enacted together but which may not all extend till the end of the concession itself. The concessionaire shall have to undertake all of the sections as explained hereunder as item 2.0 (2.1 through to 2.4) and shall have to meet timescales that are set upon the PPP by the MH through the concession agreement. Operational timeframes for the consideration of the MH are required.

The Concessionaire shall have to present plans for adequately managing the capital raised from the selling of the graves, the revenue of which shall be retained by the PPP for financing throughout the concession period.

2.1 Sell and Build

In January 2016, the then MEPA has extended permits to the Superintendent of Public Health for the development of an extension over an area of 26,000m² on the South West wing to the present complex which will augment the present compliment of graves at the complex by a further 2,880. In the development, operation and management of the Site and/or Complex, Proponent(s) shall be responsible to abide by all planning and environmental requirements as per PA Permit (PA/02552/14) or any subsequent permit or amendment thereof. The Proponent(s) shall be further bound to follow the technical requirements and terms of reference applicable to the designs, directions, and specifications of the Architect and/or team of Architects engaged by GM for the purpose of the construction of the new graves on the extension, as well as the carrying out of repairs, maintenance or restoration of the Site and/or Complex which shall be deemed to be binding in line with the Project Management Agreement. Nonetheless all responsibility relating to the works and related deliverables shall be vested solely in the Concessionaire's own Architects.

The Concessionaire will also be bound to pay annual lease on the area of land relating to the extension of the cemetery, 26,000m² on the South West wing, at a rate of no less than €5.00/m² throughout the entire period of the concession. The rate quoted is the minimum accepted as payable lease.

The Concessionaire shall be responsible for the sale of the newly constructed graves in favour of private third-parties. Proponent(s) are informed that the said new graves shall, until they are transferred in favour of any third-party, remain the exclusive ownership of GM and the Concessionaire shall have no claim or any right thereupon. Furthermore the sale and the respective allocation of the grave plots in the current extension exercise shall also be the prerogative of the GM through the MH. Subsequently the Concessionaire shall also be entrusted with the sale of the graves to applicants on strict directions from the MH, which directions will include the list of applicants.

The price for the acquisition of graves is currently set at five thousand Euro (€5,000) in L.N. 327/2012. The legislation shall be duly amended to increase the said price to a proposed maximum amount of eight thousand euros (€8,000). It is to be noted that this change would require a revision in the legal notice mentioned above but it shall not affect the small number of persons that are presently on a Promise of Acquisition agreement which has also been duly registered with the IRD. A proposed Legal Notice is in the process of being set into legislation and is envisaged that it shall be in place by the time that the process relating to this procedure is concluded.

The entire proceeds of sale, less the payment of the relative duty and any other expenses which would be otherwise incurred by GM, shall be transferred to the PPP as part of its project management rights. The PPP shall receive all remaining funds once the above expenses are deducted.

The graves are expected to be sold/put on a promise of acquisition whilst still on plan in order that capital is generated for the funding of the building as well as ancillary services that the Concessionaire will become responsible to meet as from the signing of the PPP agreement.

2.2 Restoration

The Concessionaire shall be required to carry out a minimum of €6,000,000 in restoration works out of the following list of items that need be restored:

- Front gate metal works – large gate
- Side gates metal works
- Masonry works on front gate
- Gate houses and offices
- Backgate and metal works
- Boundary walls
- Government owned buildings
- Fountain system
- Monument Restoration
- Timber staircases
- Soft-stone slabs
- Walls and retaining walls
- Concrete pavements
- Water Runoff system
- Roads infrastructure
- Stairways and balustrades

Any and all restoration works are to be executed according to high standards of the relevant art and trade, in line with any applicable PA permit, including PA/02552/14, and in accordance

with the style, characteristics and general appearance of the Cemetery, in particular with the Neo-Gothic architecture of the old part of the Cemetery in line with Galizia's designs.

The following two items are not included on the mandatory list of items to be restored throughout the concession. Nonetheless they are being mentioned so as to allow for any bidding party to give this any due consideration in possibly presenting an extended bid.

- Chapel
- Gate gouses and offcies

2.3 Maintain and Operate

Without prejudice to the obligations of the PPP to maintain the Site and the Complex in terms of this document, the Concessionaire is obliged to maintain the Site or Complex in a good state of repair and carry out such preventive and remedial maintenance as may be necessary. In addition, the Concessionaire shall be bound to carry out all ordinary and extraordinary repairs to the Site and the Complex, and all facilities and services thereon, and to return the Site and Complex to GM, with all the facilities and services thereon together with any improvements made, at the termination or expiration of the Project Management Agreement in a good state of repair and maintenance and fully operational. Present requirements relating to the maintenance include:

- Tree maintenance
- Landscaping
- Water system - Potable & Irrigation systems
- Waste management
- Electrical and IT installation system
- Pest Control

The Concessionaire shall provide all services as well as enhance same, in connection with the Cemetery and its operations as per the description given in the Background Information above. A newly proposed Legal Notice is in the process of being set into legislation and is envisaged that it shall be in place by the time that the process relating to this procedure is concluded. This new L.N. will be revising the present fees as charged. It is expected that the concessionaire will pay back to the MH fifteen percent (15%) of the additional revenue generated by the PPP, subsequent to an amendment of the current prices set by law to further enhance the funding of the Maintenance of the Complex.

The Concessionaire shall take all due measures to ensure that the public seeking services from the Complex will have ease of access towards information relating to services that are provided within the Complex including their respective costs and applicable legislation.

2.4 Commercialisation

During ITPD stage Candidates will be invited to present conceptual business plans for the commercialisation of the site with the intention of enhancing the potential of the complex while enhancing the revenue streams of the PPP itself. Such commercial services need to be acceptable and commensurate with the nature of the Complex, hence taking into consideration the social and religious characteristics of the Cemetery.

2.5 Transfer

At the end of the concession period of 15 years, the project will be transferred back to the Government of Malta in its entirety

3.0 Employees

The Concessionaire will take on deployment of Government employees presently carrying their functions within the Complex itself (hereinafter separately and collectively referred to as “the Employees”) for the entire duration of the Concession with the exception of Health Inspectors. During such deployment the Employees shall remain public officers and/or FMS employees as applicable.

3.1 Conditions of Service

Conditions of engagement of all employees shall comply with the relative Public Service Management Code and/or the applicable Collective Agreements and/or Sectoral Agreements as well as with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as with any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract.

4.0 Critical Success Factors

Candidates are to be able to meet the following Critical Success Factors (CSFs) with regard to the undertaking of the project as a prospective Concessionaire:

- a. **Quality** – All procedures relating to civil and restoration works as well as the rendering of services (existing and enhanced) including the equipment related thereto must be of the highest quality, safe and shall conform to established international quality and performance standards. All works and services forming part of the Concession must meet standards expected by the community and show improvement from what is presently extended.
- b. **Language** – As the official languages in Malta are Maltese and English, all information which will be accessible to the public (including audio and visual material) shall be both in Maltese and English.
- c. **Communication** – The Concessionaire shall provide an excellent and efficient communication line. A responsible person/s and/or delegate/s shall be named upon signature of contract and made available to respond to any request of the Beneficiary from time to time. They must be available for progress meetings and provide continuous updates in relation to progress as it unfolds. The Concessionaire shall be also available at update meetings with officials of the MH and make available and provide any information required, including written reports and other requests. It is essential that, through continuous communication and collaboration, a team approach is achieved.
- d. **Risk Assessments** – The Concessionaire shall conduct and provide comprehensive risk assessment reports for the entire Complex and its operations commencing with the first which needs to be conducted within three (3) months from signing the PPP Agreement, and subsequently every 12 months for the entire period of the concession, and presented

for an annual review thus ensuring that the desired outcomes as listed by the MH are achieved and that operations comply with all applicable legislation in force in Malta. Procedures regarding courses of action in cases of failure or deviation in standard procedures of operations shall also be drawn up and presented for discussions.

- e. **Public Safety** – Relevant indicators must be drawn with respect to the safety of the public, visitors of the Complex as well as the employees. Such indicators must address all possible occurrences and their measured provisions in any eventuality.
- f. **Operations and Maintenance Manuals** – The Concessionaire shall provide detailed operational, maintenance/technical manuals as well as for health and safety provisions for the entire Concession period. Technical staff shall be trained by the Contractor to ensure they are proficient in the operations, services and maintenance of the various systems.
- g. **Value** – Proposals shall offer the best balance between quality, cost, sustainability and effectiveness in achieving the Project's objectives. All equipment chosen shall be energy efficient, and shall have low environmental impact.

5.0 Competitive Dialogue

5.1 Overview

Procedures leading to the appointing of a Concessionaire to operate the Santa Maria Addolorata Cemetery Complex shall be carried out using a competitive dialogue procedure involving a list of activities as shown in list 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) Publishing of shortlisted Candidates by the Central Government Authority
- e) Notification to Candidates.
- f) Standstill period to allow for any aggrieved party to file an appeal with the PCRB.
- g) Issue of Invitation to Participate in Dialogue (ITPD) including a draft PPP agreement to shortlisted Candidates.
- h) Clarification meeting/site-visits for all selected candidates which will assist in understanding further the requirements of the project from the GM.
- i) Submission of initial solutions.
- j) Dialogue meetings with individual shortlisted Candidates.
- k) Conclusion of the Dialogue
- l) Issue of Best and Final Offer document including using Most Economically Advantageous Tender (MEAT) award criteria.
- m) Submissions of Best and Final Offers.
- n) Evaluation of Best and Final Offers.
- o) Recommendation for Awards and Notification to Candidates.
- p) Standstill period to allow for any aggrieved party to file an appeal with the PCRB
- q) Award of contract.
- r) Signing of PPP Agreement.
- s) Commencement of works.

5.2 Competitive Dialogue Procedure

Candidates submitting a Pre-Qualification Questionnaire (PQQ) will be evaluated and Candidates that attain or exceed the PQQ pass mark of 65% in this PQQ shall 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 bidders shall be issued with an Invitation to Participate in Dialogue. 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 visit the site of the works and its surroundings for the purpose of assessing, at their own responsibility, expense, and risk factors necessary for the preparation of an initial solution. Site visits shall be arranged on a pre-booking system according to the

exigencies of the shortlisted Candidates. Group visits to the Complex shall be organised, for all short-listed bidders to attend co-currently. Other individual visits may take place but these shall be unassisted with respect to information outlaid. Candidates are to understand that the only official source of information shall be the clarification notes published by Department of Contracts and that any other information obtained from other sources shall not be considered official.

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 stage, each shortlisted Candidate should be in a position to revise the respective initial solution submission to reflect the discussions and to be in line with the Contracting Authority's requirements.

5.3 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 Most Economically Advantageous Tender (MEAT) award criteria. Evaluation shall consist of two areas relating to the Contracting Authority aspirations for the Project, i.e. technical quality (70%) and financial (30%), 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 Most Economically Advantageous Tender is established by weighing technical quality against financial on a 70:30 basis.

When evaluating technical offers, each evaluator awards for each criterion/sub-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 (Article 9.3). The score given to the criterion/ sub criterion (out of 100) will be multiplied by the weighting indicated against each criterion/ sub criterion.

If thresholds are set for each/any of the criteria/ sub criteria by setting a value out of 100. Those offers that do not obtain the set threshold for the individual criterion/ sub criterion will be eliminated*.

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;

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

The financial offers for tenders which have achieved the set threshold for individual criterion/ sub criterion) will be evaluated. The Evaluation Committee will also check that the financial offers contain no arithmetical errors.

The offer with the highest contribution 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;

$$\text{Financial score} = \frac{\text{Highest Contribution offered} \times \text{Financial Weight}}{\text{Financial Offer of the Tender Being Considered}}$$

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

Overall MEAT evaluation

Conclusion of tender evaluation under MEAT:

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

Where:

- ◆ Tech_i is the technical score of the supplier
- ◆ Tech_{\max} is the maximum technical score achieved amongst all suppliers
- ◆ Fin_{\min} is the minimum financial price offered amongst all suppliers
- ◆ Fin_i is the financial price of the supplier
- ◆ W_{Tech} is the weight of the technical envelope
- ◆ W_{Fin} is the weight of the financial envelope

5.4 Contract Award

Recommendations for award of the concession 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.

Signature of concession shall take place only when all grievances have been settled, if it is the case or as dictated by the Law.

5.5 Bonds and Guarantees

A Performance Guarantee (Bid Bond) shall be requested at ITPD stage. The Performance Guarantee required from the Concessionaire, and submitted to the Contracting Authority will be set out in the ITPD.

5.6 Contract Duration

This project shall be one that includes the following phases; build, operate, restore, maintain and a transfer back *in toto* to the GM as specified above, and the conditions of the Contract shall follow the Department of Contracts's General Conditions for Works Contracts v1.07.

It is envisaged that the duration of the contract shall be for fifteen (15) years from the signing of the PPP Agreement and shall include all sections of the Project which are to commence and run simultaneously

5.7 Insurance Covers

The installation of adequate insurance covers is warranted both as per market requirements as well as per adequate risk management practices which the Concessionnaire is expected to undertake.

6.0 Governance and Administration

6.1 Conflicts of Interest

When putting forward a candidacy or offer, the Candidate or shortlisted Candidate must declare that he is affected by no potential conflict of interest, and has no particular link with other Candidates, shortlisted Candidates, or parties involved in the Project. Should such a situation arise during the procurement procedure or the performance of the Contract, the Candidate/Contractor must immediately inform the Central Government Authority. The attached Conflict Declaration form (Form D below) is to be completed and presented with the PQQ.

6.2 Disclaimer

The information contained in this MOI is presented in good faith and does not purport to be comprehensive or to have been independently verified. Neither the Central Government Authority, nor the Contracting Authority, nor any of their advisers accept any responsibility or liability in relation to the accuracy or completeness of the information presented.

Name

Identity / Passport Number

Capacity

Signature

Date

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