



21st July 2023

The Secretary
Public Contracts Review Board
Notre Dame Ravelin
Floriana



Dear Sir,

Re: CT 2007/2021 - TENDER FOR THE PROVISION OF A SERVICE FOR THE NON-EMERGENCY TRANSPORT FOR THE MINISTRY FOR HEALTH INCLUDING THE USE OF LOW EMISSION VEHICLES

OBJECTION

I write on behalf of Health JV (TID 149429), a joint venture composed of VZ Lines Limited (C-43513), Smart Transport Limited (C-53708), Leone Grech (ID 163950M) and Zarb Coaches Limited (C-28927), of 135, Fort Street, Mosta MST 1858 with reference to the tender referred to in caption (the 'Tender') and with particular reference to the communication dated 11th July 2023 (annex 'A') issued by the Department of Contracts by virtue of which Health JV was informed that its bid was deemed to be administratively not compliant and that the Tender itself was being cancelled in line with Article 18.3(a) of the General Rules Governing Tendering.

Health JV feels aggrieved by the aforementioned decision. Consequently, I am hereby filing a formal objection from the abovementioned decision on behalf of Health JV.

A. Sequence of Events

1. The Tender was published on the 20th January 2021.
2. Health JV is a joint venture constituted by VZ Lines Limited (C-43513), Smart Transport Limited (C-53708), Leone Grech (ID 163950M) and Zarb Coaches Limited (C-28927).
3. Health JV submitted a bid in response to the Tender.



4. The Tender specified *inter alia* that:

5. Selection and Award Requirements

...

(b) Economic and Financial Standing (Note 2)

i Economic Operators must provide a Credit Facility which is to remain effective for the whole duration of the contract:

The minimum credit facility/credit balance required for the duration of this project is Seven hundred Thousand Euro (€700,000). The tenderer must submit a statement by a bank or a financial institution recognized by the MFSA (Malta Financial Services Authority) (or an equivalent authority in the country of origin of the bank) certifying such credit facilities during tendering stage. In the case of a consortium/joint venture the aforementioned statement must cover all members/companies forming the consortium/joint venture.

This information is to be submitted online through the integrated ESPD under Other Economic or Financial Requirements - Economic and Financial Standing section through the Tender Response Format

5. This requirement is marked under Note 2:

2. Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification.

6. In pursuance of this requirement, Health JV submitted a statement issued by Bank of Valletta plc dated the 16th February 2021 (annexed Document 'B').

7. By virtue of a letter dated the 26th March 2021, the Central Procurement and Supplies Unit (CPSU) within the Ministry for Health (annexed Document 'C') wherein it was noted that Bank of Valletta's letter of the 16th February 2021 did not meet the Tender requirements and Health JV was requested to rectify its position by submitting fresh documentation:

Kindly note that “The Bank is interested and would be prepared to consider your application” and “this letter does not constitute a binding obligation upon the Bank” do not satisfy the tender requirements as per the above clause.



These statements cannot be considered a certification of credit facilities, and as such the evaluation committee is requesting you to rectify your position by submitting documentation satisfying tender clause mentioned above.

You are hereby being given the opportunity to rectify these shortcomings by **noon of 8th April 2021.**

8. In response to this letter, Health JV submitted a revised statement issued by Bank of Valletta plc (annexed Document 'D') confirming that VZ Lines Limited, Smart Transport Limited and Zarb Coaches Limited, "separately enjoy credit facilities with out Bank. The total value of the facilities when adding up the separate limited in the name of the three companies exceed EUR700K, to cover the credit facility requirements of all members/companies forming the Joint Venture."
9. This statement was considered by the Evaluation Committee to be compliant with the tender requirements and the Evaluation Committee recommended Health JV as the preferred bidder for the purposes of the Tender.
10. The said recommendation was contested by South Lease Limited, another bidder for the Tender, before this Board. The said objection was dismissed by this Board by means of a decision dated 31st January 2022 – Case 1673.
11. South Lease Limited filed an appeal from the said decision before the Court of Appeal in the names *South Lease Limited v. Central Procurement and Supplies Unit et* (Appeal Number 72/22). The Court of Appeal, in its decision of the 22nd June 2022, revoked the decision of the Public Contracts Review Board dated 31st January 2022, revoked the recommendation by the first Evaluation Committee and ordered that a second evaluation was to take place by a new evaluation committee in the light of the Court's decision.
12. By virtue of a communication dated 11th July 2023 (annex 'A') issued by the Department of Contracts, Health JV was informed that its bid was deemed to be administratively not compliant and that the Tender itself was being cancelled in line with Article 18.3(a) of the General Rules Governing Tendering:



Economic and Financial Standing:

Minimum credit facility does not cover all members of the Joint Venture as Mr. Leo Grech is not included. This does not comply with 5(b)(i) which states that 'the minimum credit facility/credit balance required for the duration of this project is Seven hundred Thousand Euro (€700,000). The tenderer must submit a statement by a bank or a financial institution recognized by the MFSA (Malta Financial Services Authority) (or an equivalent authority in the country of origin of the bank) certifying such credit facilities during tendering stage. In the case of a consortium/joint venture the aforementioned statement must cover all members/companies forming the consortium/joint venture'.

However, I regret to inform you that this tendering procedure is being cancelled in line with Article 18.3(a) of the General Rules Governing Tendering where it is stated that:

"Cancellation may occur where the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all."

B. Grounds of Objection

B.1 Reinstatement of Health JV's Bid

Health JV respectfully submits the following:

1. The revised statement issued by Bank of Valletta p.l.c. (annexed Document 'C') was considered to be valid by the first Evaluation Committee, so much so that Health JV was recommended as the preferred bidder for the purposes of the Tender award.
2. The revised statement is also in compliance with the position held by this Board in *Environment Management Planning Design v. Foundation for Medical Services* (Case 1051) decided on the 15th June 2017. In the said decision, the Public Contracts Review Board, deciding on identical wording to that employed in this tender in respect of the Economic and Financial Standing requirements, held that:

"This Board would again emphasize that once the credit facility is for the benefit of the Consortium and specifically allocated for the execution of the Tendered works, the mode and source of the same facility is not an issue."

3. This position was then reiterated by this Board in its decision of the 31st January 2022 in the case 1673 (this decision was later revoked by the Court of Appeal in



South Lease Limited v. Central Procurement and Supplies Unit et, Appeal Number 72/22 decided on the 22nd June 2022), wherein it was held that:

- c. The Board opines that what the Contracting Authority is after is a Credit Facility, which is to remain effective for the whole duration of the contract which as a minimum amounts to €700,000. In the case of consortia / joint ventures it surely isn't expecting that each and every member of the consortium / joint venture is able to provide such a facility on his own accord. Therefore, the submission by Health JV in favour to the Department of Contracts covering "*all members / companies forming the Joint Venture*" should be deemed enough for financial compliance in this specific requirement.
- d. Moreover, this Board refers to the Public Procurement Regulations ("PPR") regulation 235(1) whereby "*With regard to criteria relating to economic and **financial standing** as set out pursuant to regulations 218 to 221, and to criteria relating to technical and professional ability as set out pursuant to regulations 222 and 223, an economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them.....*" (bold emphasis added)

4. Regulation 235(1) of the Public Procurement Regulations states the following:

235.(1) With regard to criteria relating to economic and financial standing as set out pursuant to regulations 218 to 221, and to criteria relating to technical and professional ability as set out pursuant to regulations 222 and 223, an economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. ...

5. Regulation 235(4) then addresses the specific position of joint ventures and other groups of economic operators as referred to in Regulation 58:

(4) Under the same conditions, a group of economic operators as referred to in regulation 58 may rely on the capacities of participants in the group or of other entities.

It is amply clear that, in the case of joint ventures and other groups of economic operators, reliance may be made on participants in the group, as opposed to the group as a whole.



6. Regulation 235 of the Public Procurement Regulations is the Maltese implementation of Article 63 of *Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC Text with EEA relevance*, which states that:

Reliance on the capacities of other entities

1. With regard to criteria relating to economic and financial standing as set out pursuant to Article 58(3), and to criteria relating to technical and professional ability as set out pursuant to Article 58(4), an economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. With regard to criteria relating to the educational and professional qualifications as set out in point (f) of Annex XII Part II, or to the relevant professional experience, economic operators may however only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required. Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.

The contracting authority shall, in accordance with Articles 59, 60 and 61, verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion pursuant to Article 57. The contracting authority shall require that the economic operator replaces an entity which does not meet a relevant selection criterion, or in respect of which there are compulsory grounds for exclusion. The contracting authority may require or may be required by the Member State to require that the economic operator substitutes an entity in respect of which there are non-compulsory grounds for exclusion.

Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require that the economic operator and those entities be jointly liable for the execution of the contract.

Under the same conditions, a group of economic operators as referred to in Article 19(2) may rely on the capacities of participants in the group or of other entities.

2. In the case of works contracts, service contracts and siting or installation operations in the context of a supply contract, contracting authorities may require that certain critical tasks be performed directly by the tenderer itself or, where the



tender is submitted by a group of economic operators as referred to in Article 19(2), by a participant in that group.

7. The European Court of Justice held in *Rad Service Srl Unipersonale et v. Del Debbio SpA et* (Case C210/20 decided on the 3rd June 2021 ECLI:EU:C:2021:445) that:

³⁰ In that regard, it must be noted that Article 63(1) of Directive 2014/24 provides for the right of an economic operator to rely, for a particular contract, on the capacities of other entities, regardless of the legal nature of the links which it has with them, with a view to satisfying both the criteria relating to economic and financial standing as enshrined in Article 58(3) of that directive and the criteria relating to technical and professional capacities referred to in Article 58(4) of that directive (see, to that effect, judgments of 10 October 2013, *Swm Costruzioni 2 and Mannocchi Luigino*, C-94/12, EU:C:2013:646, paragraphs 29 and 33; of 7 April 2016, *Partner Apelski Dariusz*, C-324/14, EU:C:2016:214, paragraphs 33, 35, 39, 49 and 51; and of 2 June 2016, *Pizzo*, C-27/15, EU:C:2016:404, paragraph 25).

8. In *Swm Costruzioni 2 and Mannocchi Luigino* (C-94/12, EU:C:2-13:646) the European Court of Justice held that:

³² Finally, the Court has expressly referred to an economic operator's right to use resources belonging to one or more other entities, possibly in addition to its own resources, in order to carry out a contract (see, to that effect, Case C-176/98 *Holst Italia* [1999] ECR I-8607, paragraphs 26 and 27, and Case C-314/01 *Siemens and ARGE Telekom* [2004] ECR I-2549, paragraph 43).

³³ Therefore, it must be held that Directive 2004/18 permits the combining of the capacities of more than one economic operator for the purpose of satisfying the minimum capacity requirements set by the contracting authority, provided that the candidate or tenderer relying on the capacities of one or more other entities proves to that authority that it will actually have at its disposal the resources of those entities necessary for the execution of the contract.

³⁴ Such an interpretation is consistent with the objective pursued by the directives in this area of attaining the widest possible opening-up of public contracts to competition to the benefit not only of economic operators but also contracting authorities (see, to that effect, Case C-305/08 *CoNISMa* [2009] ECR I-12129, paragraph 37 and the case-law cited). In addition, as the Advocate General noted at points 33 and 37 of his Opinion, that interpretation also facilitates the involvement of small- and medium-sized undertakings in the contracts procurement market, an aim also pursued by Directive 2004/18, as stated in recital 32 thereof.

9. The principle of reliance on third party entities, and reliance between members of the same joint venture is enshrined in Directive 2014/24/EU and transposed by Regulation 235(1) of the Public Procurement Regulations. The only requirement is that the tenderer making such reliance must show that it has at its disposal the resources of those entities necessary for the execution of the contract.

10. The position assumed by the second Evaluation Committee is legally and factually incorrect.



11. It is factually incorrect to state that the “Minimum credit facility does not cover all members of the Joint Venture as Mr Leo Grech is not included”, simply because the letter issued by Bank of Valletta plc says otherwise:

The above three companies separately enjoy credit facilities with our Bank. The total value of the facilities when adding up the separate limits in the name of the three companies exceed EUR700K, to cover the credit facility requirements of all members/ companies forming the Joint Venture.

The requirement in the Tender is that

The minimum credit facility/credit balance required for the duration of this project is Seven hundred Thousand Euro (€700,000). The tenderer must submit a statement by a bank or a financial institution recognized by the MFSA (Malta Financial Services Authority) (or an equivalent authority in the country of origin of the bank) certifying such credit facilities during tendering stage. In the case of a consortium/joint venture the aforementioned statement must cover all members/companies forming the consortium/joint venture.

The Tender does not exclude the principle of reliance and cannot do so because this would be contrary to Article 63 of Directive 2014/24/EU as transposed into Regulation 235(1) of the Public Procurement Regulations.

12. The position assumed by the second Evaluation Committee is therefore legally incorrect.
13. It is therefore respectfully submitted that the disqualification of Health JV ought to be quashed and its bid reinstated.

B.2 Opportunity to Rectify

14. Without prejudice to the foregoing arguments, it is submitted that when the second the Evaluation Committee adopted a position which departed from the PCRB’s earlier accepted position in *Environment Management Planning Design v. Foundation for Medical Services* (Case 1051), it should have afforded a fresh opportunity to Health JV to rectify its submission in accordance with Note 2.
15. This is not a case where Health JV negligently failed to rectify its bid when it submitted its amended statement following the CPSU’s letter of the 26th March 2021. This is not a case where Health JV is being allowed to rectify the same shortcoming a second time.



16. This is a case where Health JV, following the CPSU's letter of the 26th March 2021, submitted documentation **in compliance** with the applicable requirement as interpreted by the PCRB at the time of the relevant submission and is now being faced with a change in interpretation of that same requirement.
17. In the circumstances, should this Board nonetheless conclude that the second letter issued by Bank of Valletta plc (annexed Document 'D') does not meet the Tender requirements for the reasons set out in the Director of Contracts' letter of the 11th July 2023, the principle of proportionality dictates that Health JV ought to be afforded an opportunity to rectify its submission, especially since such an opportunity is **mandated** by Note 2, Clause 5 of the Tender document.
18. It is to be noted that Note 2 to Clause 5 of the Tender states that:

"Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five working days from notification."
19. It is amply evident from the wording employed, in particular from the use of the word "will", that the Evaluation Committee had a clear **duty** to seek a rectification if it deemed that any documentation submitted by Health JV, which was regulated by Note 2, was incorrect, incomplete or missing.
20. The principles of transparency and proportionality were applied by the Court of Appeal in *Ballut Blocks Services Limited v. Onorevoli Ministru ghar-Rizorsi u l-Affarjiet Rurali* (Court of Appeal, Application No. 440/2012 dec. 31/5/2013). The Court of Appeal held that in evaluating a bid submitted in connection with a public tender, the adjudicating body must make its determinations in the light of the principal objective of the Tender process and employ measures intended to achieve such principal objective. Needlessly disqualifying a tenderer goes against the principle of proportionality. Failing to seek a rectification, when the Tender document, **clearly imposes a duty to do so**, constitutes a violation of the principle of proportionality and breaches the contractual obligations created by the Tender document itself between the Contracting Authority and the individual bidders.



21. As explained by the Court of First Instance in *Tideland Signal Ltd v. Commission of the European Communities* (Case T-211/02):

“Furthermore, the principle of proportionality requires that measures adopted by Community institutions do not exceed the limits of what is appropriate and necessary in order to attain the objectives pursued and, where there is a choice between several appropriate measures, recourse must be had to the least onerous.”

The application of the principle of proportionality entails that the Evaluation Committee ought to have sought a rectification in relation to the statement issued by Bank of Valletta plc. This principle goes hand in hand with the principle of transparency which requires the adoption of objective criteria, as opposed to merely subjective and vague ones.

22. In *Cassar Petroleum Services Ltd v. Gozo Channel Company Ltd et* (Court of Appeal, Application No. 362/2014 dec. 12/1/2015) the Court of Appeal stated in very eloquent terms that:

...Madankollu, hija rilevanti wkoll id-Direttiva 2004/18/KE tal-Parlament Ewropew u tal-Kunsill tal-31 ta' Marzu 2004 fuq kordinazzjoni ta' proceduri għall-għoti ta' kuntratti għal xoghlijiet pubbliċi, kuntratti għal provvisti pubbliċi u kuntratti għal servizzi pubbliċi, li fit-tieni preambolu trid illi:

“L-għoti tal-kuntratti ffinalizzati fl-Istati Membri f' isem l-Istat, l-awtoritajiet reġjonali u lokali u korpi oħra mmexxija minn entitajiet legali pubbliċi, huwa soġġett li josserva l-prinċipji tat-Trattat u in partikolari għall-prinċipji tal-moviment hieles tal-prodotti, il-prinċipju tal-istabbiliment hieles u l-prinċipju tal-libertà li tipprovdni servizzi u l-prinċipji li jitnisslu minn dawn, bħal ma huwa il-prinċipju tat-trattament ugwali, il-prinċipju ta' bla diskriminazzjoni, il-prinċipju ta' għarfien reċiproku, il-prinċipju talproporzjonalità u l-prinċipju tat-trasparenza.”

14. Il-Qorti tal-Ġustizzja tal-Unjoni Ewropea interpretat il-prinċipju tal-proporzjonalità bħala prinċipju ġenerali tad-Dritt Ewropew, illi jrid illi miżura meħuda minn awtorità tkun xierqa biex tikseb il-għan mixtieq u ma tmurx lil hemm minn dak li hu meħtieġ biex jinkiseb dak il-għan:



“As regards the principle of proportionality, the Court has held that, in order to establish whether a provision of Community law complies with that principle, it must be ascertained whether the means which it employs are suitable for the purpose of achieving the desired objective and whether they do not go beyond what is necessary to achieve it.”

15. Ghalkemm din is-silta hija dwar leglazzjoni, tghodd ukoll ghal mizuri ta' implimentazzjoni u decizjonijiet mehuda tahtom. Din il-qorti ghalhekk taghraf illi ghandha qabel xejn tara x'inhu l-ghan ewlieni tas-sejha ghal offerti ghax ma' dan ghandha tkejjel il-proporzjonalita' tal-mizuri mehuda biex jinkiseb. Fil-każ tallum l-ghan ewlieni kien illi Gozo Channel tixtri n-nafta bl-orhos prezz.

16. Ma humiex sejr in jinkisru l-principju tat-trattament ugwali, il-principju ta' bla diskriminazzjoni, il-principju ta' gharfien reciproku u l-principju tat-trasparenza jekk, bla ma jinbidlu l-kondizzjonijiet tal-offerta nfisha, jinghata zmien biex jingieb dokument illi, forsi bi zvista, ma tqeghidx mad-dokumenti tal-offerta, waqt li certament ma jkunx qiegħed jithares il-principju tal-proporzjonalita' jekk offerta vantaġġjuża tiġi mwarrba ghax ma ngiebx dokument li għad jista' jingieb.

17. Dan l-argument forsi jikseb aktar qawwa meta tqis illi item 1.2 fil-List of literature/documents to be submitted with the tender – dik li trid li tingieb il-bunkering licence – setgħet kienet aktar specifika billi jiġi indikat illi d-dokument meħtieġ kien dak li jinħareġ taħt ir-Regolamenti dwar l-Awtorizzazzjoni ta' Bunkering [“L.S. 423.42”].”

23. Allowing a tenderer to clarify documentation included its bid, especially when the Tender document expressly provides for such rectification, operates to ensure that the principles of transparency and proportionality are adhered to, thus ensuring that the principal objective of the Tender is achieved.
24. This applies even more so when it results that the second Evaluation Committee chose to depart from the position accepted by this Board in *Environment Management Planning Design v. Foundation for Medical Services* (Case 1051).
25. One must also bear in mind that Health JV has already procured the vehicles required for the Tender, including ambulances and other special-purpose



vehicles tailored for the requirements of the Tender, and is now being faced with the prospect of a very significant **abortive investment**.

26. It is to be expected that economic operators rely on the decisions of this Board by way of guidance when participating in public procurement procedures. Economic operators should not be faced with the extreme sanction of a disqualification when the contracting authorities, or possibly this same Board, change their interpretation on a requirement which had been previously interpreted in a different manner. The principles of proportionality and transparency dictate otherwise and require that Health JV's bid be reinstated, and Health JV be given an opportunity to rectify its submission in accordance with Note 2, Clause 5 of the Tender.

B.3 Quashing of Tender Cancellation

27. Consequent to the foregoing, it is respectfully submitted that the cancellation of the Tender must also be quashed. It has been held by the Court of Appeal in *Cateressence Limited v. Ministeru tal-Intern u Sigurtà Nazzjonali et* (401/2019 decided on the 27th March 2020) that Contracting Authorities do not have an absolute or unbridled discretion in cancelling procurement procedures.
28. In this case, the cancellation of the Tender is based on Article 18.3(a) of the General Rules Governing Tendering, which states as follows:

However, I regret to inform you that this tendering procedure is being cancelled in line with Article 18.3(a) of the General Rules Governing Tendering where it is stated that:

"Cancellation may occur where the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all."

29. The reinstatement of Health JV's bid on the basis of the submissions set out in Section B.1 and/or B.2 of these submissions would lead to the inevitable result that Health JV's bid would be a financially worthwhile and administratively compliant bid. It follows that the basis for cancellation set out in Article 18.3(a) would no longer subsist and therefore the cancellation of the Tender ought to be reversed.



C. Conclusion

On the basis of the foregoing, Health JV respectfully requests this honourable Board to:

- i. Revoke *in toto* the decision contained in the letter of the 11th July 2023 (annexed Document 'A');
- ii. Order the continuation of the award process of the Tender;
- iii. Order the reinstatement of Health JV's bid;
- iv. Order the Director of Contracts and/or the CPSU to do anything else which is conducive and necessary for the proper execution of the above requests;
- v. Should this Honourable Board determine that the revised statement issued by Bank of Valletta plc (annexed Document 'D') does not comply with the Tender requirements, order the CPSU and/or the Director of Contracts to grant to Health JV the opportunity to rectify the said statement in accordance with Note 2, Clause 5 of the Tender; and
- vi. Order the refund of the deposit paid in its entirety;

Avv. Massimo Vella

Requested testimony:

- i. Representatives of the second Evaluation Committee to testify in connection with the tender procedure and decisions taken therein;



- ii. The Director of Contracts to testify in connection with the tender procedure and decisions taken therein;
- iii. Representatives of the CPSU to testify in connection with the tender procedure and decisions taken therein;
- iv. Representatives of Health JV to testify in connection with the tender procedure and decisions taken therein;

Document 'A'

DIPARTIMENT TAL-KUNTRATTI
Notre Dame Ravelin
Floriana FRN1600 – MALTA



DEPARTMENT OF CONTRACTS
Notre Dame Ravelin
Floriana FRN1600 – MALTA

Telephone: (0356) 2122 0212
(0356) 2122 0313

Fax: (0356) 2124 7681

e-Mail: info.contracts@gov.mt

11th July 2023

Health JV tid149429

REFERENCE: CT2007/2021

SUBJECT: TENDER FOR THE PROVISION OF A SERVICE FOR THE NON-EMERGENCY TRANSPORT FOR THE MINISTRY FOR HEALTH INCLUDING THE USE OF LOW EMISSION VEHICLES

Dear Sir/Madam,

Thank you for participating in the above-mentioned tender procedure. However, I regret to inform you that the offer submitted by your company was found to be administrative non-compliant as follows:

Economic and Financial Standing:

Minimum credit facility does not cover all members of the Joint Venture as Mr. Leo Grech is not included. This does not comply with 5(b)(i) which states that 'the minimum credit facility/credit balance required for the duration of this project is Seven hundred Thousand Euro (€700,000). The tenderer must submit a statement by a bank or a financial institution recognized by the MFSA (Malta Financial Services Authority) (or an equivalent authority in the country of origin of the bank) certifying such credit facilities during tendering stage. In the case of a consortium/joint venture the aforementioned statement must cover all members/companies forming the consortium/joint venture'.

However, I regret to inform you that this tendering procedure is being cancelled in line with Article 18.3(a) of the General Rules Governing Tendering where it is stated that:

"Cancellation may occur where the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all."

If you intend to object to this decision, the Public Procurement Regulations allow for an official objection which in this case has to be lodged electronically with the Public Contracts Review Board by sending an email on: info.pcrb@gov.mt by noon of Friday 21st July 2023 against a deposit of € 50,000.

Payments are to be made through bank transfer in terms of the following details:

| | |
|------------------------|---------------------------------|
| Name of Account Holder | Cashier Malta Government |
| Name of Bank | Central Bank of Malta |
| Address of Bank | Castille Place, Valletta |
| Account Number | 40001EUR-CMG5-001-H |
| BIC | MALT MT MT |
| IBAN Code | MT55MALT011000040001EURCMG5001H |
| Bank Code | 01100 |

The official schedule can be accessed on the website: www.etenders.gov.mt.

Although we have not been able to make use of your services on this occasion, I trust that you will continue to take an active interest in our initiatives.

Yours sincerely,

Jonathan Bugeja

f/Director General (Contracts)



Document 'B'

Bank of Valletta

First Floor, PAMA Shopping Village,
Triq Valletta,
Mosta MST 9017 - Malta
T: (356) 2131 2020 F: (356) 2275 5673
E: customercare@bov.com bov.com

Our Ref:

16th February, 2021

The Director
Department of Contracts
Notre Dame Ravelin
Floriana FRN 1600

Dear Sir,

This letter is issued to satisfy the requirements of Tender Document for the provision of a service for the non-emergency transport for the Ministry for Health including the use of low emission vehicles – CT2007/2021.

Health JV is a consortium made up of the following parties namely; VZ Lines Limited, Smart Transport Limited, Zarb Coaches Limited and Leo Grech. It is pertinent to note that the parties to this joint venture also trade together under UTS Limited; the latter enjoys credit facilities with our institution.


VZ Lines Limited is a private limited liability company registered in Malta under Company Registration number C43513 and has been banking with our institution since the 2008. Smart Transport Limited is a private limited liability company registered in Malta under Company Registration number C53708 and has been banking with our institution since the 2013.

The Companies already enjoys facilities from our Bank. Additionally, the Bank is interested and would be prepared to consider an application of €700,000 for financial support in connection with this project in terms of its credit policy.

Kindly note that this letter does not constitute a binding obligation upon the Bank and any application for credit facilities would be subject to a full formal credit analysis, in line with the Bank's normal lending criteria.

The information herein is given in strict confidence, without guarantee, for your private use only, without responsibility on the part of the Bank or its officials and where the information has been obtained from another bank/informant, without responsibility on the part of themselves or their officials.

Yours faithfully,


Bank of Valletta plc

26th March 2021

Document 'C'

HEALTH JV

[Tender ID: 149429]

CT 2007/2021

Tender for the Provision of a service for the non-emergency transport for the Ministry for Health including the use of low emission vehicles

Reference is made to the tender in caption, and to your offer submission to same.

The Evaluation Committee noted the following shortcomings with regards to your submission:

In line with Clause 5 – Selection and Award Requirements, you are being asked to provide the required Selection criteria:

(b) Economic and Financial Standing:

i) Economic Operators must provide a Credit Facility which is to remain effective for the whole duration of the contract:

The minimum credit facility/credit balance required for the duration of this project is Seven hundred Thousand Euro (€700,000). The tenderer must submit a statement by a bank or a financial institution recognized by the MFSA (Malta Financial Services Authority) (or an equivalent authority in the country of origin of the bank) certifying such credit facilities during tendering stage. In the case of a consortium/joint venture the aforementioned statement must cover all members/companies forming the consortium/joint venture.

Kindly note that “The Bank is interested and would be prepared to consider your application” and “this letter does not constitute a binding obligation upon the Bank” do not satisfy the tender requirements as per the above clause.

These statements cannot be considered a certification of credit facilities, and as such the evaluation committee is requesting you to rectify your position by submitting documentation satisfying tender clause mentioned above.

You are hereby being given the opportunity to rectify these shortcomings by **noon of 8th April 2021.**

Tenderers who fail to rectify the shortcomings identified in this communication shall be deemed to be non-compliant.

The requested documents in the rectification are to be submitted through the appropriate Electronic Public Procurement (ePPS) module.

This rectification opportunity is being sent without any commitment whatsoever on the part of the Contracting Authority; and does not imply that your offer will be accepted as it may still be deemed administratively, technically or financially non-compliant during the evaluation process.

Best regards,



f/Central Procurement and Supplies Unit



Document 'D'

Bank of Valletta

First Floor, PAMA Shopping Village,
Triq Valletta,
Mosta MST 9017 - Malta
T: (356) 2131 2020 F: (356) 2275 5673
E: customercare@bov.com bov.com/

Our Ref: MBC/ws/01

16th February, 2021

The Director
Department of Contracts
Notre Dame Ravelin
Floriana FRN 1600.

Dear Sir,

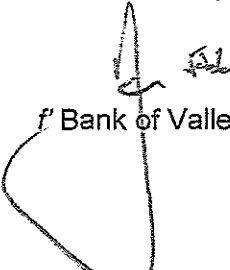
Health JV is a consortium made up of VZ Lines Limited, Smart Transport Limited, Zarb Coaches Limited and Leo Grech. It is pertinent to note that the parties to this joint venture also trade together under UTS Limited; the latter enjoys credit facilities with our institution.

1. VZ Lines Limited is a private limited liability company registered in Malta under Company Registration number C43513 and has been banking with our institution since the 2008.
2. Smart Transport Limited is a private limited liability company registered in Malta under Company Registration number C53708 and has been banking with our institution since the 2013.
3. Zarb Coaches Limited is a private limited liability company registered in Malta under Company Registration number C28927 and has been banking with our institution since the 2017.

The above three companies separately enjoy credit facilities with our Bank. The total value of the facilities when adding up the separate limits in the name of the three companies exceed EUR700K, to cover the credit facility requirements of all members/ companies forming the Joint Venture.

The information herein is given in strict confidence, without guarantee, for your private use only, without responsibility on the part of the Bank or its officials and where the information has been obtained from another bank/informant, without responsibility on the part of themselves or their officials.

Yours faithfully,


/ Bank of Valletta plc

BOV

Bank of Valletta

Bank of Valletta p.l.c
 Registration Number: C 2833
 Registered Office: 58 Zachary Street, Valletta VLT 1130 - Malta

Pay third party

Printed by: Mr. Kevin Vella
 Printed on: 20/07/2023 - 19:33
 Document ID: 16829316

Document 'E'**Transaction details**

| | |
|-------------------------------------|--|
| Payer's name: | VZ LINES LIMITED |
| Beneficiary name: | Cashier Malta Government |
| Relation: | Administrative Services |
| Reason: | Purchase of Services |
| Payment details: | Health JV tid149429 REFERENCE CT2007/2021 |
| Currency: | EUR - Euro |
| Beneficiary IBAN/Account: | MT55MALT011000040001EURCMG5001H |
| Beneficiary IBAN/Account type: | Valid IBAN of country - Malta |
| Bank name: | Other bank |
| Bank address / Bank's BIC: | Let the bank apply the beneficiary bank BIC |
| Beneficiary address: | No |
| From account: | Bus. Overdraft (EUR) 4001694844 6 |
| Charges should be paid by: | Shared - I pay BOV charges; Cashier Malta Government pays the beneficiary bank charges |
| Amount: | EUR 50,000.00 |
| BOV to transfer the money: | as soon as possible |
| Receiving bank to get the money as: | normal priority payment |
| Saved template: | Cashier Malta Government |

Additional information

| | |
|--|---------------|
| Credit amount: | EUR 50,000.00 |
| Debited amount (excluding charges): | EUR 50,000.00 |
| Estimated amount to be withdrawn from account: | EUR 50,004.00 |
| Transaction charge: | EUR 4.00 |

Transaction result

| | |
|-----------------|--|
| Status: | Your instructions have been received and will be reviewed. Please do not re-submit this payment. |
| Transaction ID: | 129752408 |