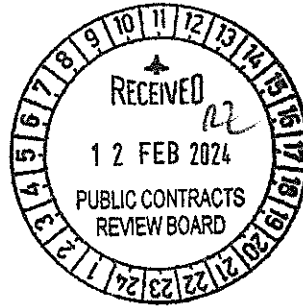


The Secretary
Public Contracts Review Board
Notre Dame Ditch,
Floriana



12th February 2024

Re: Letter of Objection of the European School of English Limited (C-19714) (TID: 000191574 / 000191575 /000191573 /000191572) proprio as a member of Iconic Hotel Malta - Nobu consortium (hereinafter referred to as "ESE" or the "Appellant") – CONCESSION FOR THE REGENERATION AND DESIGN, MANAGEMENT, OPERATION, MAINTENANCE AND TRANSFER BACK OF THE EVANS BUILDING (VALLETTA) SITE AS A SUPERIOR QUALITY TOURISM ACCOMMODATION ESTABLISHMENT (REFERENCE: MSPP/02/2022) (hereinafter referred to as the "Tender Procedure")

We are instructed to represent Appellant on this letter of objection as its legal counsel in the matter.

We refer to the letter issued by the Malta Strategic Partnership Projects (hereinafter referred to as the "Authority"), dated 31st January 2024 and any other pertinent decisions made by them relative to this Tender Procedure (hereinafter referred to as the "Decision"), which, inter alia, disqualified Appellant from the tender process and refrained from considering the Appellant's offer for the reasons therein explained, recommending the award of the tender to bidder TID000191554 - Valletta Luxury Projects.

Appellant disagrees with the conclusions reached by the Adjudicating Committee in its Decision and is therefore formally submitting its objections to the Decision

with a view to the reversal of its contents, and without prejudice to the same the cancellation of this procurement procedure.

The Decision

The salient provisions of the Decision are being referred to verbatim and provide as follows:

"Tendered offers were evaluated as specified in Section 1, Clause 5 of the Published Request for Proposals Document.

However, I regret to inform you that your offer was not successful as it failed to satisfy the criteria set out in the Request for Proposals Document under Section 1, Clause 5, Stage 2 'Selection Criteria': (A) Economic and

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A list of partners and associate is available on the Firm's website
www.fff-legal.com

Financial Standing (iv) Gearing Ratio. The Gearing Ratio for the European School of English Limited which was calculated as an average of an aggregated 3-year period being 2018, 2019 and 2020, was 3.88, and therefore in excess of the maximum gearing ratio of 3 allowed in this criterion.

The RFP clearly stated:

"A Gearing Ratio of not more than three (3). This is to apply as an average of a consecutive three (3) year period (between years 2018 and 2021, both years included) and in the case of tenderers submitting the Proposal as a joint venture/consortium/association/group of economic operators, this ratio is to be satisfied by each economic operator member of the same. This information shall be included in the ESPD in Question Reference number [4B.4].

Point to note: The submissions for the above must be for the same period. For example, if the Tenderer chooses to submit audited financial statements for period years 2018, 2019 and 2020, then cumulative turnover, current ratio and gearing ratio must be for the same period."

Further, the workings presented in your submission for the Gearing Ratio are not in line with what was requested in the RFP. You computed one Gearing Ratio by taking the ratio of the aggregate sum of debt and the aggregate sum of equity of the 3 financial years and this was done for each member of the consortium.

You were given the opportunity to rectify this shortcoming and to submit a Gearing Ratio which complies with the requirements of the RFP. You disagreed and maintained that your method of computation of the Gearing Ratio was correct.

Therefore, your submission was not considered any further because your disagreement with the requirement of the RFP constitutes a disagreement, contradiction, alteration or deviation in contravention of Section, Clause 1 of the RFP and Rule 9.4 of the General Rules Governing Tender which provide as follows:

Section 1, Clause 1 (General Instructions) of the RFP provide:

"No account can be taken of any reservation in the Proposals submitted by Tenderers; any disagreement, contradiction, alteration or deviation shall lead to the proposals not being considered any further."

Rule 9.4 of the General Rules Governing Tenders provide:

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

The above-captioned tender is being recommended for award to bidder TID000191554 - Valletta Luxury Projects, for the yearly concession fee of €1,200,000.00 excluding VAT, as shown in the following table:

<i>Tender id</i>	<i>Name of Tenderer</i>	<i>Average Technical Score</i>	<i>Technical Score in proportion to offer with highest average technical score 60%</i>	<i>Financial Offer (Yearly Concession Fee) €</i>	<i>Financial Score in proportion to offer with lowest financial offer 40%</i>	<i>Overall Score (b) + (d)</i>	<i>Ranking</i>
		<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>		
000191554	Valletta Luxury Projects	98	60	1,200,000.00	40	100	1

Furthermore the Decision delineated the scores assigned to the technical proposal by the successful bidder, Valletta Luxury Projects, which was awarded a score of 98/100 for its submission”.

The Appellant is aggrieved by the Decision and is setting out hereunder the reasons for its objections to it:

GRIEVANCES

The First Grievance – The Disqualification of Appellant

Appellant forcefully submits that the Authority arbitrarily chose to disqualify the Appellant from the Tender Procedure on the basis of a discriminatory and erroneous interpretation of the applicable terms of the Tender Document regulating the economic and financial qualifications of the bidding tenders set out in Stage 2: Selection Criteria, specifically item (iv) of (A) The Economic and Financial Standing criteria of the Tender Document.

The Authority wrongly calculated the gearing ratio submitted by Appellant in its bid by applying its erroneous understanding of the pertinent article, which states the following:

“A Gearing Ratio of not more than three (3). This is to apply as an average of a consecutive three (3) year period (between years 2018 and 2021, both years included) and in the case of tenderers submitting the Proposal as a joint venture/consortium/association/group of economic operators, this ratio is to be satisfied by each economic operator member of the same. This information shall be included in the ESPD in Question Reference number [4B.4].

Point to note: The submissions for the above must be for the same period. For example, if the Tenderer chooses to submit audited financial statements for period years 2018, 2019 and 2020, then cumulative turnover, current ratio and gearing ratio must be for the same period.”

The Authority chose, for reasons best known to itself, to interpret this article in a way which requires an average of three ratios, one for each year, rather than the average of the ratio of the sum of the debt and the sum of equity for the three years, the latter methodology being the one adhered to by the Appellant.

On the 7th December 2024, in the middle of the Christmas festivities, when some of Appellant's advisors were unavailable and with an effective 2 working day period to respond, since the reply had to be submitted by the 13th December, and this period included two public holidays and a weekend, the Authority sent a Request for Clarification ("RFC") to the Appellant requesting rectification of the submission on the Gearing Ratio to reflect the Authority's own unilateral interpretation of the clause, notwithstanding the fact that the clause does not, in Appellant's view, reflect the latter's interpretation.

The Appellant refused to rectify the calculation of its Gearing Ratio as it strongly contended (and continues to contend) that the Authority's insistence that the tender requires an average of three ratios, for each year, is unfounded and also reflective of a wrong approach to the methodology it should have applied to all tender bids in its own interests.

The Appellant formally replied to the RFC by stating that it disagreed with the Authority's approach on the strength of the following arguments which we are quoting verbatim:

- "1. We contend that the approach adopted by our Consortium with respect to its members' Gearing Ratio, as required, is both correct and in accordance with what is stipulated in the Tender document. It moreover leads to a fair, viable and financially accurate result which objectively assesses the financial soundness of the bidders Gearing Ratio over the three (3) year period. We therefore categorically disagree with your statement that the "correct approach" required by the Tender stipulations is, in your words, "to consider an average of three ratios, one for each year, rather than the average of the ratios of the sum of debt and the sum of equity for the three years" (sic). Nowhere in the Tender document does it stipulate that 'the correct approach is to consider an average of the three ratios'.*
- 2. We are unable to understand how, given the fact that the RFP does not in any part of the document describe or define in any manner the "correct approach" which the bidders were expected to apply to their determination of the Stage 2 – Section A Gearing Ratio, the Adjudicating Committee can now attempt to interpret the relevant clause in favour of one approach to the exclusion of any other and, in this manner, place a compliant bidder at an unfair disadvantage.*
- 3. The RFP does not define the term "Gearing Ratio" in the RFP. Nor does it provide any guidance notes on the manner in which the Gearing Ratio had to be "correctly" applied. In the absence of this guidance, our financial advisors Deloitte have advised us that the approach taken by our Consortium is the one which is most conducive to a compliant, financially correct and rational result in the RFP evaluation process and therefore to an equitable selection of the compliant successful bidder. The approach adopted by our Consortium more effectively measures a bidders' gearing position over a three-year period as it takes into account the ACTUAL aggregated total debt and total shareholders' equity and cannot be inappropriately distorted by annual deviations as could happen if one were to accept the Adjudicating Committee's interpretation the RFC alludes to. The Consortium approach effectively 'weights' the actual total debt and total shareholders' equity for the three-year period whereas the approach you erroneously state is the correct one refers to a simple average of ratios which can be easily distorted by an individual ratio – a result which is manifestly contrary to the primary objective of requesting the Gearing Ratio to be computed on the basis of the reported debt and equity positions for a consecutive three (3) year period.*

4. Prior to submission of the bid, and in reply to a clarification requested by the Consortium (or other bidders) in connection with the Gearing Ratio, the representatives of the Adjudicating Committee tasked with handling the RFP bid procedures, clarified that:

“(Question) There is a reference in the Request for Proposals Document page 8- A Gearing Ratio of not more than three (3). How is this being calculated exactly given that usually it is presented as a %.

(Answer) Reference is made to page 8, section (A) Economic and Financial Standing of the Request for Proposals document which reads: 3 '(iv) A Gearing Ratio of not more than three (3). This is to apply as an average of a consecutive three (3) year period (between years 2018 and 2021, both years included) and in the case of tenderers submitting the Proposal as a joint venture/consortium/association/group of economic operators, this ratio is to be satisfied by each economic operator member of the same. This information shall be included in the ESPD in Question Reference number [4B.4].' The gearing ratio is calculated as follows: total debt divided by total equity. The result can be expressed either as a ratio (ex. 3) or as a percentage (ex. 300%).”

We note that, also here, at no point of its answer to the Consortium’s question does the Adjudicating Committee explain, as it is now doing in its RFC, that the Gearing Ratio was to be calculated as “an average of three ratios, one for each year, rather than the average of the ratios of the sum of the debt and the sum of the equity for the three years.”

5. The Tender required bidders to compute the Gearing Ratio by computing ‘Total debt divided by total equity’ for an average of a consecutive three (3) year’ and not by computing ‘an average of the ratios for a three (3) consecutive year period’ as is being stated in your recently issued RFC. If the requirement was for the Gearing Ratio to be computed as an ‘average of the ratios for the three (3) consecutive year period’ then the Tender document and the subsequent clarification should have stipulated this and not opened it to any possible subjective interpretations. By making reference to ‘Total Debt’ and ‘Total Equity’, the Tender clearly indicates that bidders were required to compute the Gearing Ratio by dividing ‘Total Debt for the consecutive three (3) year period’ by ‘Total Equity for the consecutive three (3) year period’, in a consistent manner with that applied in computing other ratios, which also requested bidders to ‘apply as an average of a consecutive three (3) year period’.

6. The approach which the RFC appears to be taking effectively changes the original requirements of the Tender document and is being issued with bidder information in hand - resulting in a situation where the change in requirements is knowingly going to advantage bidders who may have adopted the workings in line with your current ex post facto interpretation.

7. In the absence of universally accepted standard definitions of how one is to compute Gearing Ratios over time, bidders are obliged to base their submissions on the basis of what is requested in the Tender document and any subsequent clarifications provided. The approach adopted by our Consortium is in accordance with the requirements of the Tender document and the subsequent clarification provided and is undoubtedly the approach which lends itself to the most objective assessment of an entities gearing over time, as by taking the three (3) year Total Debt and three (3) year Total Equity, the bidder computed a 100% accurate three (3) year weighted average Gearing Ratio. Although the ‘average of averages’ approach may be considered as an acceptable alternative, its simplistic nature and lack of any form of ‘weighting’ is susceptible to distortions by less representative ratios in one particular year without any consideration of materiality.

8. We consider this attempt made in the RFC to establish a "correct" approach to the Gearing Ratio methodology by also now explaining what its expectations were, as ultra vires its powers and seriously prejudicial to the Consortium's financially sound and valid bid.

For these reasons, the Consortium shall not be rectifying the determination of its average Gearing Ratio in response to the Stage 2 – Section A requirement and reconfirms its Gearing Ratio methodology as the correct one to be applied".

Following these submissions, the Authority rejected the ESE's perfectly sound arguments on the correct Gearing Ratio methodology not by providing any counter-arguments to Appellant's but by skirting the issue and stating that "your disagreement with the requirement of the RFP constitutes a disagreement, contradiction, alteration or deviation in contravention of Section, Clause 1 of the RFP and Rule 9.4 of the General Rules Governing Tender which provide as follows:

Section 1, Clause 1 (General Instructions) of the RFP provide:

"No account can be taken of any reservation in the Proposals submitted by Tenderers; any disagreement, contradiction, alteration or deviation shall lead to the proposals not being considered any further."

Rule 9.4 of the General Rules Governing Tenders provide:

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

The Authority's position is manifestly unfounded and contrary to basic principles of equal treatment and justice. The Appellant did not, at any point in time, disagree, contradict, alter or deviate, in any way whatsoever, from the tender conditions, but, to the contrary, it abided by them, by providing a Gearing Ratio which abided by what was provided in the tender document.

The Authority, failed to provide a single argument contradicting the Appellant's position, and yet inexplicably disqualified the latter simply by quoting articles of the Tender document which certainly do not lend themselves to the present situation.

In fact the Appellant fully abided by the terms of the Tender, without any reservations, disagreements, contradictions, alterations or deviations whatsoever, and the fact that the Authority is interpreting the pertinent provisions in an arbitrary and erroneous manner, certainly does not change this empirical fact.

Furthermore, even if one were to argue that the pertinent clause of the Tender Document could lend itself to more than one interpretation and that therefore, both the Authority's and the Appellant's approach to the Gearing Ratio methodology are acceptable, it can be clearly shown that the interpretation given to the same clause by the Appellant is more logical and brings about a more equitable calculation.

In its response to the RFC the Appellant also laid emphasis on the "contra proferentum" principle which this Board is in duty bound to apply should it find that the different interpretations to the Gearing Ratio qualification clause endorsed and applied by the Authority and the Appellant, are acceptable.

In a recent case decided by the Court of Appeal (Superior Jurisdiction) in the names **Hawkins James L vs Seasus Limited** (case 269/2015MCH decided on the 18th January 2024) the Court of Appeal (superior jurisdiction) stated the following in respect of the rule emanating from article 1009 of the Civil Code and the interpretation of clauses:

“36... fl-applikazzjoni tar-regoli ta’ interpretazzjoni tal-kuntratti, mhux l-interpretazzjoni tal-partijiet għall-kliem tal-ftehim jew is-sens divers li huma jagħtu lill-kliem li jiswa, imma dak li huwa importanti: «hu l-qari oġġettiv tal-ġudikant li jagħti lil kliem is-sens ordinarju tiegħu fil-kuntest ta’ kif ġie użat mill-kontraenti li għandu jorbot» (J. Zammit v. Michael Zammit Tabone et noe – Qorti tal-Appell deciza fit-28 ta’ Frar 1997). Din il-Qorti żżid punt ieħor, li skont l-Artikolu 1009 tal-Kodiċi Ċivili: «fid-dubju, il-konvenzjoni tiġi mfissra kontra dak li favur tiegħu saret l-obbligazzjoni u favur dak illi ntrabat bl-obbligazzjoni.»...

Therefore, clearly, in the presence of an ambiguous article which lends itself to more than one interpretation the Authority should not have preferred one to the exclusion of the other and indeed given the Appellant the benefit of the ambiguity.

The Public Procurement Regulations, which govern the rights and obligations arising from the RFP, also have something to say about the significance and importance of clarity in procurement documents:

- (i) Article 38(1) states: “The procurement document shall be written in clear and unambiguous terms so as to enable all interested parties to understand properly the terms and conditions of the process”.
- (ii) Article 39 then continues: “Contracting Authorities shall treat economic operators equally and without discrimination and shall act in a transparent and proportionate manner”

Perhaps even more relevantly to the matter under discussion Articles 219 of the Public Procurement Regulations (which transposed EU Directive 2014/24/EU into Maltese law) specifically provides:

“(1) The minimum yearly turnover that economic operators are required to have shall not exceed two times the estimated contract value, except in duly justified cases such as relating to the special risks attached to the nature of the works, services or supplies. The contracting authority shall indicate the main reasons for such a requirement in the procurement documents or the individual report referred to in regulations 113 or 241, as the case may be.

(2) The ratio, for instance, between assets and liabilities may be taken into consideration where the contracting authority specifies the methods and criteria for such consideration in the procurement documents. Such methods and criteria shall be transparent, objective and non-discriminatory.” (our emphasis”)

The reasoning of the PCRB in the case in the names ‘**Cardona Engineering Works v Central Procurement Supplies Unit**’ (Case 1927 - CPSU1396/19) (this case has been appealed) decided on the 5th January 2024, also shows an inclination to favour an interpretation which allows the inclusion of a bidder rather than his outright exclusion as the latter measure may be “disproportionate and contrary to genuine competition”.

In conclusion on this part of its Objection Letter, the Appellant therefore requests that this Honourable Board revoke the Authority's decision to disqualify it for the reasons set out in the Decision and to order the reinstatement of the Appellant in the concession bid process.

The Second Grievance –Valletta Luxury Projects' Financial Offer

Appellant's second grievance refers to the Authority's adjudication of Valletta Luxury's bid as the highest qualifying bid in the concession tender.

It is respectfully submitted that Valletta Luxury Project's original offer, published by the Authority to be that of €1,200,000 as a grand total, should apply for the entire term of the concession and hence does not lend itself to being translated or understood in any other manner and Valletta Luxury's bid should therefore have been ranked accordingly and as originally announced and published the Authority.

This submission is being made, as the original bid entered as the grand total in the tender response format (xml tender structure) by Valletta Luxury Projects amounted to 1,200,000 and this was published as being the Concession fee offered by this bidder. This grand total amount is still the amount which is published without any correction or adjustment, on the Authority's tender portal as at the date of this letter of objection (an extract of the most recent screenshot of the applicable page of the portal is attached herewith and marked Doc A).

In terms of the conditions set out in the instructions relative to the Financial Offer, specifically the last two paragraphs at page 17 of the Instructions to Tenderers it is provided that:

"In the case of discrepancy between the information provided in the financial bid form and the grand total in the tender response format (xml tender structure), the latter shall prevail.

This condition shall not apply to financial bid forms where the total can be arithmetically worked out and/or corrected if, as, and when necessary applicable".

It is thus evident that the offer originally submitted by Valletta Luxury Projects, namely an offer of €1,200,000 for the entire concession period, should prevail. This is being stated because the amount entered as a "grand total in the tender response format (xml tender structure)" shall prevail.

The Tender Document clearly and consistently emphasizes the requirement of transparency and publicity when clarifications or corrections or amendments are sought, particularly when these are granted.

Particularly, but not exclusively, Clause 6 of the General Rules Governing Tenders provides the following:

6.2 Questions and answers, alterations and corrigenda to the tender document will be published as a clarification note on the Malta Enterprise website within the respective tender's workspace. 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 on the Malta Enterprise website prior to submitting their Tender.

Hence, in the absence of a formal request and ensuing publication of a correction to the bid and the due communication and a formal notification of the correction to all bidders, the offer of €1,200,000 for the entire concession period should be deemed as being the proper offer made and the subsequent (presumably) correction or substitution of this offer which presupposes that the offer of €1,200,000 should be multiplied by the entire concession period of 65 years, is gratuitous and irregular since amongst others it was not notified to the other bidders, who should have had the opportunity to assess and question whether the said amendment was legitimate or not.

In the absence of any such publicity to this correction or substitution, Appellant contends that this Board should declare that the original offer submitted by Valletta Luxury Project as the grand total in the tender response format (xml tender structure), namely a fee of €1,200,000 for the entire duration of the Concession, should be deemed to be the Valletta Luxury Project's Financial Offer.

The Third Grievance – Corrections and Amendments to Katari Hospitality's Financial Statements during Extensions to the Deadline.

It is respectfully submitted that a number of inexplicable extensions to the closing date for submissions, were specifically aimed to favour Katari Hospitality's bid.

The call for offers was intended and set to close on the 19th of April 2023. On the eve of this deadline the Authority however issued a 'Notice to all Economic Operators' explaining that due to an issue with an "upload limit technical matter", the deadline for submission would be extended to the 21st of April 2023. Subsequently, the Authority issued another notice, explaining to the relative prospective bidders that due to a matter relating to the "Tender Preparation Tool", the closing date for submissions was being further extended to the 28th of April 2023.

Precisely during this extended period Katari Hospitality changed its financial statements by filing last-minute amendments consisting in major adjustments to its financial entries, thus enabling this same bidder to turn its non-compliant gearing ratios into compliant ones and putting this bidder in a position to submit a qualifying financial bid which would not have been possible had the deadline extensions not been granted just when they were.

It is submitted that without such extensions and without submitting the amendments to its financial statements in the interim, Katari Hospitality would not have managed to meet the requisite economic, financial and technical capability criteria set out in the Concession.

Appellants need hardly state that one of the obligations of the office of the director of contracts, as provided under Article 14 of SL 601.09 of the laws of Malta is to *"take appropriate measures to combat fraud, favouritism and corruption so as to avoid any distortion of competition and to ensure the transparency of the award procedure and the equal treatment of all candidates and tenderers."*

It is further submitted that the Authority's failure to scrutinise the corrections and amendments undertaken by Katari Hospitality, in the submission of its financial statements, and the Authority's failure to disqualify this bidder, stand as a stark contrast to the way the Authority summarily and unjustifiably disqualified the Appellant for the reasons set out in the Decision.

It is therefore submitted that the procedural irregularities which were admitted by the Authority without as much as a bat of an eyelid, vitiate the bid process and warrant the cancellation of the bid process.

It should also be stated that the evaluation committee is responsible for the said irregularities and this undermines the credentials and credibility of the Authority and the evaluation committee and unfortunately raises cogent suspicions of collusion.

The Fourth Grievance – Scores

It is respectfully submitted that the scores given to the various bidders are not sufficiently motivated and the methodology used does not provide the transparency required in the present process.

Article 61(1) of SL 601.09, provides that the "Contracting Authority has the freedom to organise the procedure leading to the choice of the concessionaire" provided that it is in compliance with the relevant legal provisions.

Upon evaluation of the RFP document it can be seen that the Authority did not provide any insight as to how such scoring will be allocated.

The document simply states that each technical offer submitted will be evaluated in accordance with the award criteria and the associated weighting given shall be determined as per the Evaluation Grid found in Section 1, no. 6.3.

It is further specified that the "submissions made by tenderers shall be evaluated in terms of appropriateness and a relevance of the proposed approach with a conciseness, internal coherence and with a level of detail".

This notwithstanding the approach adopted in the scoring of the various bids does not rely on any objective criteria and is clearly open to the subjective whims of the evaluation committee without reference to any objective criteria.

It is thus submitted that the scores awarded to the various bidders should, in the absence of objective criteria regulating their award, be declared null.

Consequently for the above mentioned reasons the ESE submits that the present objections should be upheld in its entirety.

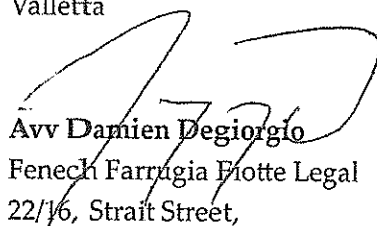
Objection Demands

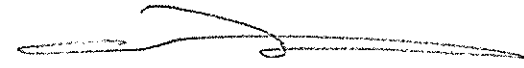
Consequently, for the above mentioned reasons, the Appellant respectfully requests this Honourable Board, subject to any further declaration that this Honourable Board might deem expedient or necessary to:

1. Revoke the Authority's decision to disqualify the Appellant's submission in the Tendering Process as delineated in the Decision;
2. Consequently order the reinstatement of the Appellant in the Tender Process;
3. Declare that the offer submitted by Valletta Luxury Project as the grand total in the tender response format (xml tender structure), namely a fee of €1,200,000 for the entire duration of the Concession, should be deemed to be the Valletta Luxury Project's Financial Offer and that any correction to or substitution of the said offer is null and void;
4. Consequently declare that Valletta Luxury Project's is not the preferred bidder in the process;
5. Without prejudice to the other demands declare that the bid process was irregular due to the irregularities reported in Part III of this Objection Letter;
6. Consequently order the disqualification of the offer submitted by Katari Hospitality;
7. Declare that the evaluation committee is responsible for the above serious irregularities;
8. Without prejudice to the other demands above annul the Decision and order the cancellation of the Tender Process MSPP /02/2022, inter alia, in accordance with article 90 (3) of S.L. 601.03;
9. Do anything else which is conducive and necessary for the proper execution of the above demands;
10. Order the refund of the deposit of fifty thousand euros (€50,000) that the Appellant made concurrently with the lodging of this letter of objection.

Appellant reserves unto itself all rights and actions available to it at law, particularly but not exclusively to an action for damages and for losses incurred by the Appellant.

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Doc A

NUMBER OF ENVELOPES

1

DATE OF PUBLICATION/ESTIMATION

27/11/2023 16:13

CLOSING DATE

28/04/2023 09:30

ENDING DATE

20/04/2023 16:00

Envelope #	EO name #	Tender id #	Financial Value (EUR) #
Single	Katari Hospitality JV	191547	50707030.00
Single	Katari Hospitality JV	191552	1.00
Single	Katari Hospitality JV	191551	1.00
Single	Katari Hospitality JV	191550	1.00
Single	Katari Hospitality JV	191549	1.00
Single	Katari Hospitality JV	191548	1.00
Single	Seabank Hotel and Catering Limited	191514	1.00
Single	Seabank Hotel and Catering Limited	191513	1.00
Single	Seabank Hotel and Catering Limited	191512	1.00
Single	Seabank Hotel and Catering Limited	191511	20930000.65
Single	Seabank Hotel and Catering Limited	191510	1.00
Single	Seabank Hotel and Catering Limited	191509	1.00
Single	Seabank Hotel and Catering Limited	191508	20930000.00
Single	Iconic Hotel Malta - Nobu	191574	39333305.00
Single	Iconic Hotel Malta - Nobu	191575	39333305.00
Single	Iconic Hotel Malta - Nobu	191573	39333305.00
Single	Iconic Hotel Malta - Nobu	191572	39333305.00
Single	HV Hospitality	191535	24050000.00
Single	Grant Thornton	190909	100.00
Single	ValleMa Luxury Projects	191564	1200000.00
Single	AX Group p.l.c	191483	20000000.00



Eurozone-SEPA payment

You have authorised this payment

The status for payment 04916T700SQ9 is: Forward dated instruction received by bank

Pay from	EUROPEAN SCHOOL OF ENGLISH LTD MT MTHBMTCA006-074413-001 EUR
Instruction reference number	04916T700SQ9
Transaction type	Eurozone-SEPA payment
Total amount	EUR 50,000.00
Expected value date	Mon 12 Feb 2024 This is the date we expect to debit your account. Please ensure that the debit account has enough funds, otherwise the payment will be rejected.
Your payment reference	MSPP/02/2022
Total entries	1

Transactions

Entry	Beneficiary	Payment details	Amount (EUR)
1	Beneficiary name: Cashier Malta Government Beneficiary address: Central Bank of Malta, IBAN: MT55MALT011000040001EURCMG5001H SWIFT-BIC: MALTMTMT Reference: Evans Tender MSPP/02/2022	Purpose of payment: OTHR OtherPayment Other payment purpose. Remittance information: Objection of ESE Ltd (C-19714) Evans Tender MSPP/02/2022 Iconic Hotel Malta Nobu Consortium TID:000191574 000191575 000191573 /000191572	50,000.00

Time of report: 12 Feb 2024 08:33:56 GMT