

## **PUBLIC CONTRACTS REVIEW BOARD**

**Appeal Reference Number** 2139  
**Tender Reference Number** SPD4/2025/003  
**Tender Name** “Re-issue - Framework Contract for the Provision of Kitchen Rolls with Reduced Environmental Impact for Saint Vincent De Paul”

The Public Contracts Review Board (hereinafter the ‘Board’ or the ‘PCRB’) convened a public hearing on the 5<sup>th</sup> August, 2025 to hear the appeal as filed by the appellant Karta Converters Limited C-2650 (hereinafter the ‘Appellant’) on the 5<sup>th</sup> June, 2025, and after taking cognisance of:

The tender document for the ‘Re-issue - Framework Contract for the Provision of Kitchen Rolls with Reduced Environmental Impact for Saint Vincent De Paul’ (hereinafter referred to as the “Tender Document”);

The minutes of the proceedings dated 5<sup>th</sup> August, 2025 which are being reproduced hereunder:

### **PUBLIC CONTRACTS REVIEW BOARD**

Case 2139 SPD4/2025/003 – Re-Issue – Framework Contract for the Provision of Kitchen Rolls with Reduced Environmental Impact for Saint Vincent De Paul.

The tender was issued on the 21<sup>st</sup> of January 2025, and the closing date was the 3<sup>rd</sup> of March 2025.

The estimated value of the tender, excluding VAT, was €295,200.00

On 6<sup>th</sup> June 2025, Karta Converters Ltd. (C2650) lodged an appeal against Saint Vincent De Paul Residence – the Contracting Authority, in accordance with Regulation 270 of the Public Procurement Regulations. The appellant objected for having his tender non-compliant.

A deposit of €1,476.00 was paid.

There were fifteen Bids.

On the 5<sup>th</sup> of August 2025, the Public Contracts Review Board (PCRB), composed of Dr Ana Thomas as Chairman, Mr. Kenneth Victor Grech and Mr. Lawrence Ancilleri, as members, convened a public hearing to consider the appeal.

The attendance for this public hearing was as follows:

#### **Appellant – Karta Converters Ltd (C2650).**

Dr Frank B Testa – Legal Representative.  
Mr. Mark Micallef – Company Representative.

### **Contracting Authority – Saint Vincent De Paul Residence**

Dr Noel Bezzina – Legal Representative  
Mr Anthony Caruana – Chairperson Evaluation Committee  
Ms Claudia Muscat – Secretary  
Mr Mario Caruana – Evaluator  
Mr Noel Vidal – Evaluator  
Ms Marica Saliba – Representative

### **Recommended Bidder – Alfons Enterprises Ltd (C20428)**

Dr Matthew Paris – Legal Representative.  
Dr Zack Esmail – Legal Representative.  
Mr. Gerth Bajada – Company Representative.

### **Opening Statements**

Dr Ana Thomas, Chairperson of the Public Contracts Review Board, welcomed the parties present: the appellant, Karta Converters; the Contracting Authority, Saint Vincent De Paul Residence; and the representative of the recommended bidder, Alfons Enterprises.

Dr Thomas declared that both the Appellant and the Contracting Authority were in agreement that the bids had been exhibited to the appellant and were annexed on the 5th and 6th of June, marked as Annex 1 and Annex 2 respectively. These documents had originally been uploaded by the appellant during the tendering process.

### **Initial Submissions**

#### **Initial Submissions by the Appellant**

Dr Frank B. Testa began his submissions by noting that the rejection letter referred to Article 5.0, Section 1, citing the absence of a brand name. He argued that Karta Converters had fulfilled the requirements outlined in the tender and that the rejection went beyond what was actually stipulated ("oltre").

#### **Initial Submissions by the Contracting Authority**

Dr Noel Bezzina, representing the Contracting Authority, explained that while two grievances were raised, one was consequential to the other. He stated that within the tender documentation, specifically the cross-referenced files, there was no indication of:

"Literature as per form marked 'Literature List' to be submitted with the Technical Offer at tendering stage."

He further clarified that bidders were required to specify a brand name and refer explicitly to the catalogue number within the technical offer form. This information was absent in the appellant's original and rectified submissions. Consequently, the Evaluation Committee was unable to identify the brand or link any certification to the proposed product.

**Witness.**

**Mr Anthony Caruana (ID No. 44470M)**, Summoned by Dr Noel Bezzina.

Mr. Caruana identified himself as the Chairman of the Evaluation Committee. He explained the procedural process: fifteen bidders had submitted proposals. At the technical evaluation stage, the issue with Karta Converters' submission emerged. The required fields in the technical questionnaire — including brand name, model number, and catalogue reference — were left incomplete. Mr Caruana emphasized that he had not authored the tender, but once the specifications sheet from Karta Converters was reviewed, the lack of brand name became apparent.

In response to a question from the Chairperson, Mr Caruana stated that the committee could not evaluate an unbranded product that lacked proper specifications and relevant certifications. Public procurement regulations require documentation proving the compliance of the product with EU standards. On March 3, 2025, the committee requested clarification regarding the brand, and the appellant's reply was: **"Product – Unbranded Kitchen Towel Rolls."** He reiterated that the committee was not concerned with who manufactured the product, but rather with its compliance and traceability through proper documentation.

Dr Thomas requested clarification about the two letters submitted on March 3, 2025. Mr Caruana confirmed that the only difference between the initial submission and the clarification was the addition of the phrase "Unbranded Kitchen Towel Rolls." Both documents were filed under procurement reference SPD4/2025/0003. However, the certificates provided were generic and not tied to any identifiable brand or product, unlike other bidders who submitted certificates matching specific brands.

**Cross-Examination by Dr Frank B. Testa**

Dr Testa pointed out that the document in question was submitted twice on the same date, suggesting a possible clerical error. He argued that branding was not a strict requirement. Mr Caruana disagreed, affirming that the tender specifically requested a brand, model, and catalogue number. He explained that

without such details, the product's origin, specifications, and compliance with required standards could not be verified. This was a standard requirement across all bidders.

### **Cross-Examination by Dr Matthew Paris**

Dr Paris inquired about the sequence in the technical offer. Mr Caruana admitted that while the technical offer referred to a "specification sheet," it did not list a brand name, model, or catalogue number. However, there was written '*Please see specification sheet*' He reaffirmed that the response to the request for clarification merely reiterated that the product was "Unbranded Kitchen Towel Rolls." No rectification was submitted prior to the deadline, and no remedies were sought against the PCRB to contest this requirement.

### **Final Submissions**

#### **Final Submissions by Dr Frank B. Testa (Appellant)**

Dr Testa argued that the reason for rejection — the lack of a brand name — was inconsistent with the actual content of the technical submission, which included specifications. He emphasized that the Evaluation Committee was already familiar with the product, as it was allegedly in use at Saint Vincent De Paul Residence. Thus, the issue of branding should not have been an impediment.

#### **Final Submissions by Dr Noel Bezzina (Contracting Authority)**

Dr Bezzina refuted the appellant's claim that the product was already in use at the residence. Regardless, he stated, this was irrelevant to the present tender. The technical questionnaire explicitly required a brand name, model, and catalogue number — none of which were provided. He highlighted that the appellant failed to make use of available remedies to clarify or challenge the tender requirements. Furthermore, even upon receiving a second opportunity to rectify, the appellant still did not submit a brand name.

He referenced that the appellant's claim to be a manufacturer does not automatically imply the product has a brand. Since no branding was submitted, the product failed to comply with the tender specifications. As for the second grievance, the certifications submitted were generic and could not be linked to a specific product or brand. Accepting such a submission would undermine the procurement process and disadvantage compliant bidders.

#### **Final Submissions by Dr Matthew Paris (Recommended Bidder)**

Dr Paris began by using an analogy: comparing an unbranded product to a glass of water, on his desk, without a label. He argued that the absence of a brand

name allows the supplier to substitute products without notification — a risk not acceptable under public procurement rules.

He referred to the technical questionnaire, where the bidder was required to specify the product's model and technical specifications. The appellant had not objected to this requirement, which already constituted grounds for exclusion under procurement regulations.

He cited Ref. 32/2022/1 (MQUAYMT Bonnici Bros. Services Ltd et vs Agenzija għal Infrastruttura Malta et):

*“If a bidder is given the opportunity to rectify but still remains administratively non-compliant, the evaluation board is under no obligation to keep requesting rectifications.”*

He emphasized that the appellant had failed to comply even after being given a chance to rectify. The required literature, as defined in the tender document on page 5, was intended to corroborate a technically compliant offer.

*‘Literature as per form marked ‘Literature list’ to be submitted with the technical offer at tendering stage. The scope of the literature is to corroborate a fully complied technical offer’.*

Without a brand name or catalogue number, the offer could not be verified. He concluded by stating that the procurement rules — version 4.10:

*‘Literature is requested to support the technical offer so the evaluation committee will be able to corroborate the technical compliance of the offer, especially in relation to the second grievance concerning Green Public Procurement (‘GPP’) certification. Without prejudice to the possibility of requesting rectifications vis a vis literature, if the literature submitted with technical offer does not corroborate, the offer submitted by the tenderer, shall be disqualified’.*

Any deviation would breach the principle of equal treatment among bidders.

### **Conclusion of the Hearing**

With no further submissions, Dr Ana Thomas thanked all parties and formally concluded the session.’

The written pleadings as filed by Karta Converters Limited C-2650 on the 5<sup>th</sup> June, 2025, together with proof of payment of a deposit in the amount of €1476.00, wherein it held as follows:

*“We are instructed by Karta Converters Limited (C2650) (the “Objector”) of K1A, Corradino Industrial Estate, Paola and refer to the letter dated 27<sup>th</sup> May 2025 (the “Letter”), sent by the*

Department of Contracts (the "DOC") in relation to the Tender. In the said letter, the Objector was informed that the bid it submitted in relation to the Tender was not successful given it was deemed technically non-compliant. The Objector was in the process also informed that the Tender was recommended for award to TID 222955 Alfsons Enterprises Ltd, for the amount of €249,600.00, since this was deemed as the cheapest priced tender which satisfied all administrative and technical criteria. The Objector's bid was for the amount of €224,727.27.

The Objector is hereby objecting to this decision and this primarily because its offer is in actual fact the cheapest technically and administratively compliant offer as shall be explained in greater detail hereunder.

The reasons as to why the Objector's bid was deemed as non-compliant were two and shall be dealt with separately in this Objection.

#### 1. Brand Name

In the Letter, the DOC states that:

"As per Section 1 - Instructions to Tenderers, Article 5(C)(ii) Economic Operators were requested to submit Literature as per form marked 'Literature List' to be submitted with the Technical Offer at tendering stage to corroborate a fully compliant technical offer.

The Evaluation Committee noticed that the submitted literature does not include the brand name for the item being offered. In this regard, your company was requested to rectify its position by submitting technical literature corroborating the submitted technical offer."

The Objector humbly submits that this reason for refusal is unsustainable. In the literature list referred to in Article 5(C)(ii) the Tender makes no reference to the need for the product in question to be branded. Indeed, the specifications provided in the spec sheet (Proof of submission attached and marked as Annex I) it results clearly that the product is technically compliant. Therefore, the reference to the brand is superfluous.

For the record, the Objector would like to underline that it has been providing such products and similar ones in such tenders and similar tenders for years. The Objector is a well-known and established local manufacturer that manufactures such products itself, and indeed even for Saint Vincent De Paul.

Therefore, on the basis of the fact that the product in question is technically compliant, the issue of whether it is branded or otherwise is irrelevant.

#### 2. Green Public Procurement

The second reason for refusal quoted by the DOC is the following:

"As per Literature List - Green Public Procurement, during evaluation the Evaluation Committee noticed that in the submitted literature, no related information can be found. In this regard, your company was requested to clarify where in the submitted literature / certificates such information can be found. Alternatively, was requested to rectify position by submitting the missing literature to corroborate the submitted technical offer.

*By the deadline, your company rectified position and when reviewing it was found that the your company stated that the product being offered is "Unbranded Kitchen Towel Rolls". On the basis of this the Evaluation Committee could not determine if the product being offered is GPP compliant or otherwise"*

*At the outset and to avoid any misunderstanding in relation to which documentation is being quoted, Objector makes reference to the attached Ecolabel Certificate (Annex II) and proof of submission of same (Annex I). This is confirmation that the raw material used to manufacture the product in question is indeed compliant with EN ISO 14024 type I ecolabel.*

*While unclear from the Letter, it seems that the issue that the Evaluation Committee had is that given the reference to 'Unbranded Kitchen Towel Rolls' in the bid, it could not reconcile the product with the Ecolabel Certificate (Annex II). This conclusion is also unsustainable given that as stated above, the Objector is a manufacturer and as such, it has its own brand. Therefore, the Objector cannot and should not be penalised simply because it does not have a third party brand, in the context of its product being produced with material that is up to specifications and compliant with Green Public Procurement Requirements.*

*In light of the above submissions, Objector humbly requests that the decision communicated to it by the DOC by means of the Letter is overturned and for the Objector to be reinstated in the evaluation process and for the Tender to be recommended to be awarded to them."*

The written reply as filed by Saint Vincent De Paul Residence on the 16<sup>th</sup> June, 2025 (hereinafter the 'Contracting Authority') wherein it held as follows:

*"I write to you for and on behalf of Saint Vincent De Paul Residence (hereinafter the 'Contracting Authority') in connection with the above captioned Tender, and particularly with reference to the objection filed by Karta Converters Ltd (C2650) dated 5th June 2025 (hereinafter the 'Appellant'), in order to submit a Reasoned Reply thereto.*

*In essence, in its objection, the Appellant is raising two grounds of objection, namely:*

- 1. Brand name*
- 2. Green Public Procurement*

*The Contracting Authority is hereby rebutting these grounds of objection and the arguments stipulated therein will be addressed in this reply.*

### **1. Brand Name**

*In its first ground of appeal, the Appellant argues that it was indeed technically and administratively compliant and thus the evaluation committee should have accepted its submission.*

*Naturally, the Contracting Authority does not agree with this reasoning and this on the basis of the following. Primarily, it is pertinent to point out that, although in this ground of appeal the appellant argues that "it results that the product is technically compliant" and that "reference to the brand is superfluous", nowhere does the appellant explain how his offer was indeed compliant. The appellant seems to be making such bold statement without actually substantiating them.*

*Secondly, contrary to the appellant's argument, its submission was indeed technically not compliant. As can be seen from the technical offer form Technical Offer Questionnaire, all economic operators were requested to submit the The Brand / Model Number / Catalogue Reference of the items being offered a requirement which the appellant submission was "PLEASE SEE SPEC SHEET".*

*Indeed, in his initial submission, the appellant failed to indicate the brand name of the product being offered in the provided literature. In view of this, a clarification/rectification was sent by the contracting authority to the appellant following which the appellant simply rectified his submission by referring the evaluation board to the spec sheet. Upon reviewing the spec sheet, one can easily determine that there is no reference to any brand name and thus, the appellant was deemed technically not compliant.*

*Moreover, with all due respect, the fact that the appellant has been providing such product and similar ones in such tenders for years and that it is well-known and an established local manufacturer is utterly irrelevant and has no bearing on the evaluation which was carried out. What is actually relevant for the purpose of evaluating this tender is that there was a specific requirement set for all economic operators which requirement, being that of the inclusion of the brand name, was not satisfied by the appellant and thus its offer was not compliant.*

*Thus, in view of the above, this ground of appeal should be rejected.*

## **2. Green Public Procurement**

*In this ground of appeal, the Appellant is contending that, it was also technically compliant since its product is compliant with EN ISO 14024 type I ecolabel. The contracting authority also disagrees with this position and this on the basis of the following.*

*As can be seen from the tender dossier, economic operators were requested to confirm that the products being offered are "Green Public Procurement" compliant. In its submission, although the appellant submitted certificates relating to the Eco label (which certificates were submitted in Italian and no translation was provided), there is no mention of the product of the appellant in the same certificates. Since both the technical offer of the appellant and the certificates in question omit any reference to the 'brand name' of the product being offered by the appellant, the evaluation committee was, rightly so, not in a position to determine and ascertain whether the product in question was indeed GPP compliant as there is no correlation between the product (in particular the brand name) and the GPP. Moreover, even if the appellant itself manufactures the product, the appellant failed to indicate this fact or include such an explanation in its submission, even when the contracting authority requested the appellant to rectify its submission.*

*It therefore follows that, owing to the appellant's failure in fulfilling the requirements, its submission was deemed to be technically not compliant and thus this ground of appeal should be rejected.*

*THEREFORE, in view of the above and for other reasons that may be adduced at law at the sitting to be set by this Board, the Respondent Contracting Authority humbly request that this Board, save for any other declaration, order or decree as it may deem fit:*

- a. Declares the applicant's objection as unfounded both at law and in fact and consequently reject the objection;*
- b. Confirms the decision recommending the award of the tender to the Recommended Bidder*

- c. *Rejects the applicant's request to be refunded in full the deposit paid upon filing of the application.*"

The opening and closing submissions of the Appellant, the Contracting Authority and the Preferred Bidder as delivered by their legal representatives;

### **Considers;**

This Board notes that the Appellant has brought forward two (2) grievances, the first relating to the fact that it is irrelevant if the product is unbranded given the Appellant's technical compliance, and secondly that the product offered by the Appellant is produced with material which is up to specifications and compliant with green public procurement requirements.

#### **A. Brand Name**

The Appellant on the one hand argues that the Tender Document did not impose on the bidders the requirement for the product offered to be branded and that reference to the brand is superfluous. The Contracting Authority on the other hand argues that the Technical Offer Questionnaire requested all economic operators to submit the brand, model number and catalogue reference and the Appellant answered "*Please see spec sheet*". The Contracting Authority further submitted that in view of his failure to indicate a brand name, the Tender Evaluation Committee sent the Appellant a "*clarification/rectification*" and the "*appellant simply rectified his submission by referring the evaluation board to the spec sheet*" and "*Upon reviewing the spec sheet, one can easily determine that there is no reference to any brand name and thus, the appellant was deemed technically not compliant.*"<sup>1</sup>

When testifying, Mr Anthony Caruana who was the Chairman of the Evaluation Committee, explained that the Tender Evaluation Committee could not evaluate the unbranded product which in his opinion lacked relevant certifications. On the clarification requested by the Tender Evaluation Committee, Mr Caruana stated that the Appellant had replied clarifying that the product is unbranded, and further stated that the Tender Evaluation Committee was not interested in the manufacturer, but more with its compliance through proper documentation. Mr Caruana further testified that the certificates provided by the Appellant were not tied to any identifiable brand or product. In cross-examination Mr Caruana disagreed that the brand name was not required in the Tender Document and confirmed that when asked to clarify, the Appellant merely replied that they are unbranded kitchen towel rolls.

This Board has had the opportunity to review both the Technical Offer Questionnaire of the Appellant and also of the Preferred Bidder in this present case. It immediately results to this Board that the Contracting Authority's qualms regarding the Appellant's reply to the part of the Technical Offer Questionnaire where all economic operators were required to submit the brand, model number and catalogue reference are wholly unfounded, as the reply of the Preferred Bidder too referred the Tender Evaluation Committee to the technical specifications *ergo* what is good for the goose is good for the gander.

Furthermore, from Mr Caruana's testimony it remains unclear to this Board whether the Tender Evaluation Committee assessed the technical literature produced vis-à-vis the unbranded product offered by the Appellant or whether the Tender Evaluation Committee excluded the Appellant's product because it was unbranded without looking into the technical literature provided. The latter

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<sup>1</sup> Page 2 of the Contracting Authority's reply.

reasoning would be flawed. The Tender Evaluation Committee should have assessed the literature properly comparing it to the product offered, and it should be only if it results to them from the technical literature that the unbranded product offered does not reach the technical specifications and other certifications required, that they are able to conclude that the product is technically non-compliant. The assessment and review must however take place.

On this point, this Board refers to the judgment in the names ‘**Trackwell FiMS noe vs. Id-Direttur Ġenerali tal-Kuntratti et**’ delivered by the Court of Appeal in its Superior Jurisdiction on the 13<sup>th</sup> March, 2025, also referred to by the Contracting Authority in its submissions, wherein the Court’s considerations were as follows:

*“43. Issa filwaqt li huwa kollu minnu li hemm sentenza ta’ din il-Qorti li huma fis-sens, li l-offerent m’ghandux jiġi skwalifikat fuq in-nuqqas tal-ghotja ta’ xi tagħrif mitlub fid-dokument tas-sejha, **jekk kemm-il darba l-kumitat ta’ evalwazzjoni jkun jista’ jikseb dak it-tagħrif minn xi parti ohra tad-dokumenti li jiġu sottomessi bhala parti minn dik l-offerta** (ara f’dan is-sens *Bonnici Bros Projects Ltd et v. Ministeru Ghas-Sabha et mogħtija mill-Qorti tal-Appell fit-30 ta’ Lulju, 2018, u Rockcut Limited v. Id-Direttur Ġenerali tad-Dipartiment tal-Kuntratti et mogħtija mill-Qorti tal-Appell fit-25 ta’ Ġunju, 2018*), **fl-istess waqt, huwa daqshekk ieħor magħruf sewwa fil-ġurisprudenza, li meta r-regolamenti tas-sejha jitolbu b’mod espress ċertu tip ta’ dokument, dak id-dokument għandu jingħata bil-mod ta’ kif ikun mitlub, u dan sal-gheluq taż-żmien għall-offerti** (ara f’dan is-sens: *Derek Garden Centre Co Ltd v. Direttorat għall-Akkwist Settoriale et mogħtija mill-Qorti tal-Appell fit-30 ta’ Lulju, 2024 u Melchior Dimech v. Ministeru għall-Finanzi u x-Xogħol et mogħtija mill-Qorti tal-Appell fit-30 ta’ Novembru, 2023*).*

*44. **Kemm hu hekk, ingħad kemm-il darba li hija fir-responsabbiltà ta’ kull offerent li jobdi l-kundizzjonijiet tas-sejha bhala «a reasonable well informed and normally diligent tenderer», u għalhekk, għal darbha r-regoli tas-sejha inkwistjoni kienu jimponu fuq l-offerenti l-obbligu li jressqu kopja tal-kontijiet finanzjarji għas-snin 2020, 2021, u 2022, Trackwell kellha tiżgura li tressaq id-dokumenti finanzjarji tagħha għal dawn it-tliet snin shaħ u mhux għal sentejn minnhom biss** (ara f’dan il-kuntest *Attard Farm Supplies Limited v. Korporazzjoni għas-Servizzi tal-Ilma mogħtija mill-Qorti tal-Appell fid-29 ta’ Anni 2023*). **Fis-sewwa, ir-regoli tassejha għalhekk qegħdin hemm, u sewwasew sabiex jiġu mharsa u mhux biex jiġu mwarrba** (ara *Legacy Ventures Limited v. Direttur Ġenerali tal-Kuntratti et mogħtija mill-Qorti tal-Appell fit-30 ta’ Lulju, 2024*).*

*45. Wieħed għandu wkoll jifhem u japprezza, li daqskemm l-offerenti għandhom joqogħdu attenti li jipprezentaw dak kollu li jkun intalab minnhom fid-dokumenti tas-sejha, huwa daqshekk ieħor importanti li dawk mgħobbija bir-responsabbiltà li jgħarblu l-offerti, jiġifieri l-membri tal-kumitat ta’ evalwazzjoni, għandhom jimxu skrupolożament mal-kundizzjonijiet li jkun għew imnizzlin fid-dokument tas-sejha (ara *Reactilab Limited v. Korporazzjoni għas-Servizzi tal-Ilma et mogħtija mill-Qorti tal-Appell fid-19 ta’ Ottubru, 2023*).*

*46. **Dan għaliex, meta fil-kuntest ta’ procedura ta’ sejha għall-offerti, l-awtorità kontraenti tfassal il-kundizzjonijiet li bi hsiebha timponi fuq l-offerenti, hija tkun qieghda tillimita l-eżercizzju tas-setgħa diskrezzjonali***

**tagħha bil-quddiem — b'dana li hija ma tkunx tistax tmur lura mill-kundizzjonijiet tas-sejha, mingħajr ma tikser il-prinċipju tat-trattament indaqs bejn l-offerenti** (ara *Polaris Marine Services Co Ltd v. Direttur Ġenerali tal-Kuntratti et mogħtija mill-Qorti tal-Appell fit-29 ta' Anwissu, 2023 u Quattro Labs Limited pro et noe v. Malta College of Art, Science and Technology mogħtija mill-Qorti tal-Appell fit-13 ta' April, 2018*).

47. Bi thaddim ta' dawn il-prinċipji għall-fatti ta' dan il-każ, din il-Qorti tqis li għadarba l-awtorità kontraenti talbet lill-offerenti sabiex jipprezentaw il-kontijiet finanzjarji tagħhom għas-snin 2020, 2021 u 2022, u **l-awtorità kontraenti habbret minn qabel li n-nuqqas tat-tressiq ta' xi wiehed minn dawk id-dokumenti kellu jiġi kkastigat bis-sanzjoni kiefra taliskwalifika awtomatika**, mela allura bin-nuqqas tagħha, jiġifieri dak li ma tipprezentax il-kontijiet finanzjarji għas-sena 2021, Trackwell waddbet il-gebla fuq saqajha, u ma balliet l-ebda għażla oħra f'idejn il-kumitat ta' evalwazzjoni, għajr dik li jiskwalifikaha mill-procedura tal-akkwist." (Added emphasis of the PCRB).

Therefore, the Appellant's grievance is being acceded to and the Board is deciding to re-instate the Appellant's bid and is hereby directing a newly appointed Tender Evaluation Committee to assess all the bids afresh.

## **B. Green Public Procurement**

In view of the fact that this Board is deciding to re-integrate the Appellant's bid and for a newly appointed Tender Evaluation Committee to assess the bids afresh, this Board shall abstain from taking cognisance of this grievance as put forward.

## **DECIDE**

The Board, in view of the foregoing and on the basis of the considerations as outlined above, declares and decides to uphold the appeal filed by Karta Converters Limited C-2650 limitedly by upholding its first grievance, abstaining from taking further cognisance of the second grievance, and whilst it is hereby quashing the rejection letter dated 27<sup>th</sup> May, 2025 and the award notice also dated 27<sup>th</sup> May, 2025, it is re-instating the Appellant's bid and directing a newly composed Tender Evaluation Committee to assess all the bids afresh.

The Board further decides to re-imburse the deposit paid by Karta Converters Limited C-2650 without delay.

**Dr Ana Thomas**  
Chairperson

**Mr Keith Victor Grech**  
Member

**Mr Lawrence Ancilleri**  
Member