

PUBLIC CONTRACTS REVIEW BOARD

Appeal Reference Number 2173
Tender Reference Number WSC/T/002/2025
Tender Name “Supplies – Supply and Delivery of Union Joints for DN15 Water Meters for the Water Services Corporation”

The Public Contracts Review Board (hereinafter the ‘Board’ or the ‘PCRB’) convened a public hearing on the 27th October, 2025 to hear the appeal as filed by the appellant Greiner S.p.A. (hereinafter the ‘Appellant’) on the 6th August, 2025, and after taking cognisance of:

The tender document for the ‘Supplies – Supply and Delivery of Union Joints for DN15 Water Meters for the Water Services Corporation’ (hereinafter referred to as the “Tender Document”);

The minutes of the proceedings dated 27th October, 2025 which are being reproduced hereunder:

“PUBLIC CONTRACTS REVIEW BOARD

Case 2173 WSC/T/002/2025—Supplies and Delivery of Union Joints for DN15 Water Meters for the Water Services Corporation.

The tender was issued on the 23rd January 2025, and the closing date was the 25th February 2025.

The estimated value of the tender, excluding VAT, was €250,000.

On 6th August 2025 Greiner S.p.A, lodged an appeal against the Water Services Corporation. (WSC) – the Contracting Authority. In accordance with Regulation 270 of the Public Procurement Regulations. The appellant objected since the tender was technically non-compliant.

On the 27th October 2025, the Public Contracts Review Board (PCRB), composed of Dr Ana Thomas as Chairperson, Mr Keith Victor Grech and Mr. Lawrence Ancilleri, as members, convened a public hearing to consider the appeal.

A deposit of €1,250.00 was paid.

There were Ten bids.

The attendance for this public hearing was as follows:

Appellant –GREINER S.p.A. (IT00547620989)

Dr Mauro Beltrami – Legal Representative. Online.
Mr Stefano Gabanetti – Company Representative. Online.
Mr Carlo Lena – Board Member. Online.
Mr Gabriele Martinelli – Technical Department. Online.

Contracting Authority – Water Services Corporation

Dr John L Gauci – Legal Representative.
Mr Trevor Giles Chircop Bray -- TEC Chairperson.
Mr Sean Dimech – TEC Secretary.
Ing. Jason Caruana – Evaluator.
Mr Kevin Brincat – Evaluator.
Ms Mildred Mifsud – Evaluator.
Ing. Anthony Muscat – Procurement and Stores (PRS).
Ms. Catherine Degabriele -- Procurement and Stores (PRS).

Opening Statements

Dr Ana Thomas, Chairperson of the Public Contracts Review Board (PCRB), welcomed the parties present: the Appellant, Greiner S.p.A., and the Contracting Authority, Water Services Corporation (WSC).

Dr Thomas excused the late start of the meeting, which was due to technical difficulties. The Board ordered that the proceedings be conducted in English, given that the Appellant does not speak Maltese.

Dr Thomas then asked the four representatives of the Appellant, who were participating online, to identify themselves:

- Mr Stefano Gabanetti, Managing Director
- Dr Mauro Beltrami, Lawyer
- Mr Carlo Lena, Board Member
- Mr Gabriele Martinelli, Technical Department

As the connection was not always clear, messages were exchanged to ensure that communication was correctly understood.

Initial Submissions

The Chairperson asked Mr Gabanetti whether the Appellant intended to rely solely on the documents already submitted or whether they wished to call any witnesses.

Mr Gabanetti replied that they would rely exclusively on the documents and would not be presenting any witnesses.

The Chairperson explained that the Water Services Corporation (WSC) would be presenting a witness, after which the Appellant would have the opportunity to cross-examine.

Witness

Mr Trevor Giles Chircop Bray (ID 343582M) — summoned by Dr John Gauci

Mr Chircop Bray stated that he was the Chairman of the Evaluation Committee.

Dr Gauci asked why Greiner S.p.A. had been disqualified and requested comments on the documentation submitted with the appeal.

Mr Chircop Bray explained that the Evaluation Committee had reviewed the documents submitted by the supplier and identified several deficiencies. The Committee requested further information to rectify these issues. There were five points in total: four were successfully addressed, but one remained unresolved.

The missing documentation was intended to prove that the material offered could withstand the water quality requirements specified in the tender. Table 2 of the tender outlined the characteristics the fittings were required to meet; however, the documentation submitted was not relevant to that requirement.

The Chairperson asked whether this issue referred to Note 2 or Note 3.

The witness replied that it referred to Note 2. Four of the five points were rectified; the fifth was not.

Dr Gauci asked the witness to explain the importance of this fifth point.

Mr Chircop Bray explained that these fittings are used in water meters and are in continuous contact with water. Therefore, it was essential to confirm that the fittings could withstand the water quality specified in the tender.

As already stated in the WSC's reply, the Evaluation Committee could not accept any additional documentation after the evaluation process had concluded. The contractor had been given an opportunity to rectify the issue but had failed to do so.

The witness added that it was only last Thursday, 22 October 2025, that he and the other members of the Evaluation Committee first saw the declaration and the Italian Ministerial Decree submitted by the Appellant.

Dr Thomas asked whether this document formed part of the original bid. Mr Chircop Bray confirmed that it did not.

Dr Gauci then asked whether it had been included in the rectification exercise; the witness replied that it had not.

The Chairperson invited Mr Gabanetti to Cross Examination the witness.

Mr Gabanetti asked what material was currently used for the union joint.

Mr Chircop Bray replied that he could not answer, as he was not a technical expert on joints and fittings.

Dr Thomas asked whether there were any further questions. Mr Gabanetti confirmed that they had sent two sets of documents — one originally by email and another the previous week.

Final Submissions

Final Submissions by Mr Carlo Lena (Appellant).

What we are saying is that the values indicated in the 3.3.1 paragraph are the same of the European Directive 98/83, used also in the Italian and Maltese law 17/2009, these values are the values of the drinking water. The request of any declaration form 3.3.1 point was not clear in the text of the tender. For instance, while in another point (3.2.5) the tender text asks for a sanitary conformity certificate and not for this specific point?

The tender asks for product usable in drinking water for human consumption installation, the offered material is made in brass CW617N-DW where DW means drinking water. So, for us the exclusion decision could maybe has some formal reasons but sure not any technical motivations. So, Greiner requests to PCRB to accept the opposition, annul the exclusion and order the readmission of Greiner to the tender and arrange the deposit paid by Greiner to be refunded.

Final Submissions by Dr John Gauci (Contracting Authority).

Dr Gauci stated that it is clear even from the Appellant's own admission that the exclusion has formal validity, and it is precisely this formal validity that the WSC relies upon.

Public procurement rules stipulate that once a request for rectification is made and the bidder fails to comply, that bidder cannot later argue before this Board that it could have met the requirements.

The WSC acted in full accordance with these rules. It requested rectification on five points; four were duly addressed, but one — clause 3.3.1 — remained unresolved. No documentation demonstrating the union joint's compatibility with the water characteristics in Table 2 was provided.

With the appeal, the Appellant submitted additional documents, including a declaration of conformity. However, this declaration merely confirms that the brass fittings comply with an Italian Ministerial Decree and ISO 2281. It only

shows the materials used in the fittings, not whether they can withstand the water quality values and limits required under clause 3.3.1.

Furthermore, this declaration, dated 22 October 2025, was submitted long after the evaluation period. Under the principle of self-limitation, the WSC cannot accept documents submitted outside the scope of the procurement process.

Therefore, the Evaluation Committee was correct in excluding the bidder for failing to rectify the deficiency within the permitted timeframe.

We respectfully request this Board to confirm the Evaluation Committee's findings and uphold the exclusion of the Appellant.

Conclusion of the Hearing

With no further arguments presented, Chairperson Dr Ana Thomas thanked all parties and formally concluded the session."

The written pleadings as filed by Greiner S.p.A. on the 6th August, 2025, together with proof of payment of a deposit in the amount of €1,250, wherein it held as follows:

"To the kind attention of Public Contracts Review Board

Dear Sirs, With reference to your attached e-mail of 30/07/2025 we do not agree with your complaint.

Our union joints are perfectly usable for drinking water installations and compatible with water characteristics as per Table 2 (Tech Spe, Clause 3.3.1) (Table 2), as you can see from the attached documentation:

- RP PC00419 of 17/01/2024 IREN LAB (Accredia laboratory) in conformity with the Ministerial Decree 174 of 06/04/2024*
- Our Declaration of Conformity Nr. 107 of 05/08/2025 based on same Ministerial Decree*
- Ministerial Decree (Italy) of 06/04/2004 in Italian & English language*

We also enclose the copy of the bank deposit dated 05/08/2025 of €. 1.250.

Always at your disposal for any further information should you need, we count on a positive reply from your side. Best regards."

The written reply as filed by the Water Services Corporation on the 12th August, 2025 (hereinafter the 'Contracting Authority') wherein it held as follows:

"Reasoned reply of the Water Services Corporation in reply to the objection filed by Greiner S.p.A.;

Respectfully submits:

1. Introduction

The Water Services Corporation ("WSC") submits this formal reply to the Public Contracts Review Board in response to the objection filed by Greiner S.p.A. ("Greiner") concerning its disqualification from the above-captioned tender procedure.

2. Rectification request and reply

Following the initial evaluation of offers, Greiner was formally invited to rectify and/or clarify its offer within five (5) working days as per standard procurement procedure. Indeed by means of Clarification/Rectification request dated, 27 March 2025, the WSC informed Greiner that:

The Evaluation Committee noted the following shortcomings with regards to your submission in reply to the technical requirements as per Clause 5C(ii) of Section 1 of the tender document, Literature List and Technical Offer forms:

Literature corroborating your Technical Offer in respect of the following requirements could not be traced in your submission and thus are being considered as missing.

- Literature showing that the nut's dimension, referred to as 'A', length across corners, has a measure of 32mm ± 2mm. (Tech Spec, Clause 3.2.3) (Figure 1 and Table 1)*
- Literature showing that the total width of the rotating nut, referred as 'C' in Figure 1, is 18mm ± 2mm. (Tech Spec, Clause 3.2.3) (Figure 1 and Table 1)*
- Literature/ declaration conforming that two complete union joints are packaged in each bag. (Tech Spec, Clause 3.2.6).*
- Literature/ declaration showing that the union joints can withstand temperatures ranging from 30°C to 55°C. (Tech Spec, Clause 3.3.1)*
- Literature showing the Union Joints' compatibility with water characteristics as per Table 2. (Tech Spec, Clause 3.3.1) (Table 2)*

Kindly indicate and highlight where in the literature submitted the above requirements are being met or submit fresh literature clearly highlighting the above.

In terms of Notes to Clause 5 of Section 1 of the tender document you are hereby being given the opportunity to rectify these shortcomings by submitting the documents mentioned above within five (5) working days as per the deadline established on ePPS.

Greiner did submit multiple documents during the rectification window addressing various shortcomings. WSC acknowledges that all points raised in the rectification request were satisfactorily resolved by Greiner's submissions with one notable exception: compliance with Clause 3.3.1 of the Technical Specifications.

Clause 3.3.1 pertains to the water compatibility requirements (Table 2 parameters) for the union joints, and this remained outstanding after rectification.

3. Clause 3.3.1 - Water Compatibility Requirement

Clause 3.3.1 of the tender's technical specifications defines the typical water quality parameters that the union joints must be compatible with during service. These parameters include, inter alia, a pH range of 7.0-9.4, total dissolved solids (TDS) up to 2500 mg/L, chloride content up to 1000 mg/L, sulphates around 150 mg/L, and free chlorine between 0.2-1.0 mg/L.

The intention of this clause is to ensure that the materials used in the union joints can withstand potable water of the specified characteristics without degradation or failure. Tenderers were expected to provide evidence or confirmation that their product is suitable for use under these conditions.

During the rectification stage, WSC explicitly sought documentation or clarification from Greiner to demonstrate compliance with Clause 3.3.1, as Greiner's initial offer had not included any technical evidence addressing the water parameter compatibility.

In its rectification response, Greiner provided several documents. Upon review, the only materials that appear to have been intended to address the Clause 3.3.1 water compatibility requirement were two documents which, it has transpired, had also been included with its original tender submission:

- *An IREN laboratory test report (Ref: PC00419 dated 17/01/2024) - a water contact test report issued by Iren Laboratori S.p.A. in Italy. This report primarily details the results of leaching tests for metals from the union joint when in contact with water.*
- *A product photograph of the union joint - an image depicting the Greiner DN15 union joint product.*

These same two items were thus submitted by Greiner at three distinct stages of the process - initially with its original tender, again in reply to the rectification request, and now once more with its objection (this time accompanied by additional new documentation).

WSC notes that it is inferring these two submissions were meant to address Clause 3.3.1 because Greiner has relied on the same two items at each stage of the procedure - first in its original tender, again in its rectification reply, and most recently in its objection filing - contending that they demonstrate water compatibility.

In other words, Greiner itself is relying on the IREN report and the product photo as proof of compliance with the water parameter requirements. It is important to clarify, however, that WSC does not consider these documents to be evidence of compliance with Clause 3.3.1. Lack of Reference to Table 2 Water Parameters:

Indeed, neither the IREN lab report nor the product photograph contain any reference to the specific water quality parameters listed in Table 2 of the tender (Clause 3.3.1). These documents do not mention pH, TDS, chloride, free chlorine, or any of the other parameters enumerated under Clause 3.3.1, nor do they provide any technical discussion of the union joint's performance or compatibility under those conditions. There is no data or statement in the submitted rectification materials that demonstrates the union joints can withstand, for example, chloride concentrations up to 1000 mg/L or high total dissolved solids up to 2500 mg/L.

The IREN test report appears to be a sanitary conformity test: it indicates that the product does not leach harmful substances beyond certain limits, but it does not evaluate the mechanical or chemical durability of the product in water with the characteristics specified by WSC.

Similarly, a photograph of the product, while useful for visual identification, offers no technical evidence or assurance regarding material compatibility with the given water parameters. In summary, the rectification submissions from Greiner did not address the core requirement of Clause 3.3.1. The Evaluation Committee, therefore, found that this mandatory technical requirement remained unsatisfied. WSC was otherwise satisfied with Greiner's rectifications on all other points, but

compliance with Clause 3.3.1 was a material omission that could not be ignored in the technical evaluation.

4. Additional documentation presented only at objection stage

In its objection to the PCRB, Greiner has introduced new documents and references which were not part of the rectification submissions. Specifically, Greiner's objection makes reference to a "supplier's declaration" and an Italian Ministerial Decree as evidence of compliance. WSC must emphasize that these items were not submitted during the rectification period or at any time during the tender evaluation stage.

They have surfaced for the first time at objection stage, after Greiner's offer had already been disqualified. It is a fundamental principle of public procurement that evaluations are based on the documents and information submitted within the stipulated tender and rectification deadlines. WSC cannot, and did not, consider evidence that was not presented within the allowed timeframe. The supplier's declaration (asserting compatibility or compliance) was never provided to WSC during evaluation, nor was any explicit reference to Ministerial Decree 174/2004 made in Greiner's original offer or rectification response. While the IREN lab report implicitly relates to D.M. 174/2004 (as it tests for leaching of metals in water), Greiner did not supply the actual decree or a statement of compliance with it during rectification. Thus, any arguments or documents brought forward at this late stage cannot retroactively cure the omission in the offer as evaluated by WSC.

For clarity, Greiner was given a full and fair opportunity to rectify its offer. The five-working-day rectification window exists to allow tenderers to correct minor errors or provide missing information, not to introduce entirely new evidence after the fact. Greiner's failure to submit a clear compliance statement or technical evidence for Clause 3.3.1 during rectification means that, as of the close of that window, Greiner's offer remained non-compliant with a mandatory technical requirement.

Reference is made to case-law of this Board and of the Court of Appeal, which confirms that a bidder who ignores a request to rectify its bid, is to be excluded and no further investigation should be made by the Contracting Authority.

A case in point is the recent decision of this Board, which made reference to established jurisprudence, delivered in Appeal Reference Number 2127 Tender Reference Number SPD4/2024/056 Tender Name Tender for Finishing Works including Painting works which maximise the lifespan of Paint whilst minimising associated Environmental Impacts at the SIU Block, Ta' Kandja Police Complex, wherein it was held:

"The Contracting Authority argues, whilst referring to a spate of jurisprudence, that once an economic operator invited to rectify his position in terms of documentation fails to provide the said documentation as originally requested in the Tender Document, the Tender Evaluation Committee has only one avenue to take, that is the exclusion of the relevant bidder, and this in line with and in full respect of the principle of self-limitation. The Contracting Authority on this point refers to the judgments in the names, 'NQUAYMT v. Agenzija għal Infrastruttura Malta et' delivered by the Court of Appeal in its Superior Jurisdiction on the 22nd June, 2022, amongst other judgments. The Board shall quote the relevant considerations as made by the Court of Appeal in its Superior Jurisdiction particularly in Paragraphs 5 and 8 of the same judgment

"Jekk oblatur ikun inghata opportunita ta' rettifika imma xorta wahda jibqa' amministratively non-compliant, il-bord ta' evalwazzjoni ma jistax isalva dik lofferta billi joqghod jigi wara dak l-oblatur sakemm dan, forsi, jirregola l-pożizzjoni tiegħu. F'dan il-każ, il-konsorzju appellat inghata kull kans jissottometti rubu għat talbiet tal-awtorita kontraenti, u imputet sibi jekk baqa' jitraskura dak li kellu jagħmel. L-eċċess fil-manjamina u fit-tfittix sabiex jiġu salvati offerti akkost ta' kollox mbux espressjoni ta' proporzjonalita` imma huma sproporzjon kontra min kien "compliant" mill-bidu nett. Din il-Qorti mbux I-ennvel darba li tirribadixxi li kull oblatur irid, sa mill-bidu nett mal-offerta tiegħu, isegwi rigorozimament dak li trid issejha għall-offerti u m'għandux jippretendi li jiġi mitlub "jirringa" l-offerta biex ikun kompatibbli ma' dak mitlub."² "B'hekk, f'dan il-każ, jirriżulta li l-konsorzju NQUAYMT naqas flenvel lok, li jissottometti offerta amministratively complaint, fit-tieni lok, li jirrispondi b'mod sodisfaċenti għal-rectification request, u fit-tielet lok, li jirrispondi għall-clarification request, kif trid il-liġi. Jidher ċar għalhekk, li dan il-konsorzju naqas midoveri tiegħu li jkun konformi mar-rekwiżiti tas-sejha għall-offerti kemm damk amministrattivi, tekniċi u finanzjarji."...

This Board concurs with the reasoning of the Court of Appeal in its Superior Jurisdiction in the above-quoted judgments, and hereby holds that the Appellant is wholly incorrect to imply that the Tender Evaluation Committee at evaluation stage, and this Board now at appellate stage, should itself on its own steam search for, obtain and rely on documents the Appellant alleges are available in the public domain - the same documents which were required at tendering stage, the same documents which were not submitted in the original bid, the same documents which were requested by means of the request for rectification, and the same documents which there again the Appellant failed to supply."

Thus, it is clear that Greiner's introduction of new documents at objection stage cannot remedy the failure to provide the required proof of compliance with Clause 3.3.1 within the rectification window. Established jurisprudence of both this Board and the Court of Appeal confirms that where a bidder is given the opportunity to rectify and fails to do so, exclusion is the only lawful outcome, and the contracting authority is neither obliged nor permitted to seek out or accept further evidence after the prescribed deadlines. Greiner was afforded every reasonable chance to submit the requested documentation but chose not to provide it within the permitted timeframe. Its offer therefore rightly remained non-compliant with a mandatory technical requirement, justifying its disqualification and the consequent cancellation of the tender process.

5. Conclusion

WSC respectfully reaffirms that the disqualification of Greiner's offer was both procedurally correct and substantively justified. Greiner was expressly invited to remedy the lack of evidence for Clause 3.3.1 and did not do so within the permitted rectification period.

The only documents submitted within that period which WSC presumes were intended to address Clause 3.3.1, namely, the IREN test report and the product photograph, were in fact the same documents Greiner had already included in its original tender submission, repeated in its rectification reply, and resubmitted once more with its objection. At no stage did these documents demonstrate compliance with the water compatibility parameters of the tender. Therefore, whilst all other rectification issues were resolved, the single outstanding non-compliance on Clause 3.3.1 could

not be waived or overlooked without violating the tender requirements and the principle of equal treatment of bidders.

In view of the above, the Water Services Corporation respectfully requests the Public Contracts Review Board to confirm the disqualification of Greiner S.p.A. and the consequent cancellation of Tender WSC/T/002/2025, to order that the deposit paid upon filing of the objection is not refunded.

The Corporation reserves its right to present further evidence and submissions during the hearing.”

The submissions of the Appellant and the Contracting Authority as delivered;

Considers;

This Board notes that the Appellant has brought forward one grievance, that the Appellant does not agree with the “complaint”, presumably that the Appellant does not agree with the decision of the Contracting Authority’s decision dated 30th July, 2025 that the Appellant’s bid was considered to be technically non-compliant.

A. Appellant’s Technical Compliance

First, this Board must underline that the decision appealed from first declared that the Appellant’s bid was technically non-compliant and further that in line with Article 18.3.(a) of the General Rules Governing Tenders it is cancelling the call for tenders. The Appellant’s appeal, i.e. the email sent, is in and of itself flawed in that it did not appeal from the cancellation of the call for tenders also, but only on the Contracting Authority’s declaration that it is technically non-compliant.

Notwithstanding the above, the Board shall consider the one and only grievance brought forward by the Appellant in its email dated 6th August, 2025 regarding its compliance with the technical criteria.

This Board notes that as is evident from the procurement file, and as submitted by the Contracting Authority in its response to this appeal, the Appellant was notified with a rectification request, however the Tender Evaluation Committee still remained with an outstanding issue post-rectification specifically regarding Clause 3.3.1. of the Tender Document relating to the union joint’ compatibility with water characteristics as per Table 2.

This Board notes further that the documents provided in the Appellant’s reply to the rectification request were the same as those submitted with its original bid, and that it was only during this appellate stage that the Appellant exhibited additional documents to attest to the union joints’ compatibility.¹

In this present case, this Board concurs with the Contracting Authority in that it is evident that the Appellant is trying to retro-actively cure its omission in its original bid and further in its reply to the request for rectification, something which is unacceptable in the circumstances.

This Board refers to the sentence delivered by the PCRB as composed Appeal Reference Number 2127, and as quoted by the Contracting Authority in this case:

¹ A declaration of conformity dated 5th August, 2025 as well as a ministerial decree in Italian and English.

“The Contracting Authority argues, whilst referring to a spate of jurisprudence, that once an economic operator invited to rectify his position in terms of documentation fails to provide the said documentation as originally requested in the Tender Document, the Tender Evaluation Committee has only one avenue to take, that is the exclusion of the relevant bidder, and this in line with and in full respect of the principle of self-limitation. The Contracting Authority on this point refers to the judgments in the names, **‘NQUAYMT v. Agenzija għal Infrastruttura Malta et’** delivered by the Court of Appeal in its Superior Jurisdiction on the 22nd June, 2022, amongst other judgments.

The Board shall quote the relevant considerations as made by the Court of Appeal in its Superior Jurisdiction particularly in Paragraphs 5 and 8 of the same judgment:

‘Jekk oblatur ikun ingħata opportunita` ta` rettifika imma xorta waħda jibqa` amministratively non-compliant, il-bord ta` evalwazzjoni ma jistax isalva dik l-offerta billi joqgħod jiġri wara dak l-oblatur sakemm dan, forsi, jirregola l-pożizzjoni tiegħu. F’dan il-każ, il-konsorzju appellat ingħata kull çans jissottometti ruhu għat-talbiet tal-awtorita` kontraenti, u imputet sibi jekk baqa` jitraskura dak li kellu jagħmel. L-eccess fil-manjamina` u fit-tittix sabiex jiġu salvati offerti akkost ta` kollox mbux espressjoni ta` proporzjonalita` imma huwa sproporzjon kontra min kien “compliant” millbidu nett. Din il-Qorti mbux l-enwel darba li tirribadixxi li kull oblatur irid, sa mill-bidu nett mal-offerta tiegħu, isegwi rigorozimament dak li trid issejba għall-offerti u m’għandux jippretendi li jiġi mitlub “jirranġa” l-offerta biex ikun kompatibbli ma’ dak mitlub.’

‘B’hekk, f’dan il-każ, jirriżulta li l-konsorzju NQUAYMT naqas fienwel lok, li jissottometti offerta amministratively complaint, fit-tieni lok, li jirrispondi b’mod sodisfacenti għal-rectification request, u fit-tielet lok, li jirrispondi għall-clarification request, kif trid il-liġi. Jidber çar għalhekk, li dan il-konsorzju naqas mid-doveri tiegħu li jkun konformi mar-rekwiżiti tas-sejba għall-offerti kemm dawke amministrattivi, tekniċi u finanzjarji.’ (Added emphasis of the PCRB).”

Therefore, the Appellant’s grievance is being rejected as unfounded.

DECIDE

The Board, in view of the foregoing and on the basis of the considerations as outlined above, declares and decides to reject the appeal filed by Greiner S.p.A. in its entirety, and hereby confirms the decision of the Water Services Corporation for the cancellation of this tender procedure dated 30th July, 2025 as well as the letter of regret addressed to Greiner S.p.A. also dated 30th July, 2025.

The Board further decides not to re-imburse the deposit paid by Greiner S.p.A.

Dr Ana Thomas
Chairperson

Mr Keith Victor Grech
Member

Mr Lawrence Ancilleri
Member

Tuesday 2nd December, 2025.