

23rd February 2026

Public Contracts Review Board
Notre Dame Ravelin,
Floriana,
Malta

COOP AIL JV [TID 231849]
vs

[1] Department of Contracts

[2] Transport Malta

[3] Orange Trips Ltd. [TID 231866]

CT: 2072/2025

Tender Name: Framework contract for the provision of shuttle services in an environmentally friendly manner between the Floriana Park and Ride and Valletta

OBJECTION

Whereas, this is an objection, being filed by COOP AIL JV [TID 231849] (hereinafter “COOP AIL” and/or “Appellant”), in accordance with regulation 270 of S.L. 601.03 of the Laws of Malta.

Whereas, COOP AIL JV participated in the tender with number CT 2072/2025, together with other economic operators, following a call by the Department of Contracts (hereinafter “DOC”) on behalf of the Contracting authority Transport Malta (hereinafter “TM”).

Whereas, by means of a letter of rejection dated 13th February 2026, Appellants were informed that their offer was being rejected.

*“Thank you for participating in the above-mentioned tender procedure.
However, I regret to inform you that the offer was found to be
technically non-compliant as follows:*

The Evaluation Committee noted that the Technical Offer Questionnaire Form in line with Section 1 – Article 5C (i) was missing from the submission. Given that the document falls within Note 3, thus cannot be rectified, the Bidder was given the opportunity to clarify if this was submitted and if submitted where the Evaluation Committee can find the document. The Bidder replied showing that the Technical Offer Questionnaire was not submitted.

The tender was recommended for award to TID: 231866, Orange Trips Ltd, for the amount of €1,012,812.48 excluding VAT, these being the cheapest priced tenders satisfying the administrative and technical criteria”

Whereas the Appellants feels aggrieved by the decision to exclude its offer and by the decision to recommend for award the bid by Orange Trips Limited (hereinafter “**Orange**” and/or “**recommended bidder**”), as well as the Appellants, or whoever failed in their obligation to provide information in accordance with reg. 40 of the PPR, and is thereby submitting its objection within the time-frame and accompanied with the relative payment, based on the following grievances:

1. **Preliminary: Failure to provide information**
 - 1.1 By virtue of a request for information dated 15th February 2026, COOP AIL requested information, and this *inter alia* in accordance with reg. 40 of S.L. 601.03.
 - 1.2 DOC and/or TM, has failed to address the request for information and this in breach of its obligation to disclose information which is not sensitive or confidential. They failed to uphold the principles of natural justice, including but not limited to equality of arms and this to the prejudice of the Appellants.
 - 1.3 Reference is additionally being made to the Court of Appeal [Superior] judgment in the names of **South Lease Limited kontra Central Procurement and Supplies Unit et.**, dated 22nd June 2022, wherein it was held that:

“Il-Bord irrifjuta din it-talba peress li linformazzjoni kienet, skont hu, “of a commercially sensitive nature.” Din il-Qorti ma taqbilx ma’ dan l-argument peress illi kull parti fi kwistjoni quddiem Tribunal kwazi gudizzjarju (kif inhu l-Bord in kwistjoni) ghandu dritt ghal kull informazzjoni rilevanti ghall-kaz tieghu, u l-parti l-ohra, speċjalment fejn ikun hemm dettalji teknici, trid tipprovdi dik linformazzjoni u mhux tinheba wara n-natura kummerċjali kunfidenzjali talinformazzjoni. Speċjalment f’kazijiet ta’ din ix-xorta fejn, hafna drabi, l-ghazla ddu fuq l-istruttura teknika tal-offerta, kull parti ghandha obbligu li tilkxef dak kollu li hu rilevanti u relatat mal-offerta taghha. Jekk l-informazzjoni li tkun se tinghata tkun sensitiva, il-Bord jista’ jordna li l-informazzjoni tkun accessibli biss ghaliha u ghall-partijiet fil-kwistjoni, u li ma jinhargux kopji tad-dokumenti relattivi, izda jibqghu issigillati f’ envelop ghall-uzu biss kif inghad. L-avversarju, pero, ghandu dritt jitlob mill-parti l-ohra kull informazzjoni marbuta mal-kaz u rilevanti ghall-materja quddiem il-Bord”

[added emphasis]

- 1.4 In view of the aforesaid, Appellants are hereby requesting this Honourable Board, through an interim measure in accordance with reg. 90 (4) of S.L. 601.03, and in any case prior to the scheduled hearing, to order the DOC/TM, to release the information requested.

2. Wrong evaluation: Appellants offer is compliant

2.1 Economic Operator compliant *ab initio* – 2.2 All information is retrievable within the bid/Proportionality – 2.3 Legal and Procedural Equivalence – 2.4 Exclusion only permissible if requested information is not provided

2.1 Economic Operator compliant *ab initio*

- 2.1.1 It is the submission of the appellants that, the Technical Evaluation Committee (hereinafter “TEC”), has disregarded or failed to consider all of the documents submitted by the appellants with its original bid, which would have clearly given the necessary comfort that the offer submitted by COOP AIL is technically compliant.
- 2.1.2 For all intents and purposes, and without prejudice to any other grievance herein defined, the offer by COOP AIL is complaint with all of the specifications and terms of reference in section 3, and such confirmation was provided with the original submission.

2.1.3 COOP AIL, as part of its technical offer, submitted the following confirmation:

I, I/we declare that as part of our technical offer, we confirm that the services will be delivered and carried out in accordance with the Technical Specifications (Section 3) and as detailed in the Financial Bid Form. We also confirm that we assume full and sole responsibility for the application of and adherence by all relevant standards, laws and regulations applicable to and in any way regulating the supplies/services to be executed under this contract.

Extract from the actual submission by the appellants

2.1.4 Thus and in unequivocal terms, through a self-declaration, it confirmed that it shall abide **by all of the specifications and terms of reference in section 3**. This confirmation, which was submitted via the Tender Preparation Tool, and it:-

2.1.4.1 Explicitly made reference to Section 3, thereby encompassing **all the conditions listed in the TOQ**.

2.1.4.2 **was included within the Technical Offer by COOP AIL, ab initio**, and therefore was submitted with the original bid, without the need of any rectification

2.1.4.3 **constitutes a binding legal commitment to the entirety of the technical specifications and terms of reference in section 3**.

2.1.5 Thereby, it is inconceivable how the TEC has determined that the bid by the appellant was technically non-compliant - The submission by COOP AIL was complaint *ab initio* and this in accordance with regulation 62 (1) of S.L. 601.03, which clearly states that:

“Mingħajr preġudizzju għat-Taqsima VI u għarregolament 235(2), l-awtorità responsabbli għat-tmexxija tas-sejha għandha tiżgura li operatur ekonomiku jkun mill-bidunett eliġibbli li jikkwalifika għal offerta u għalhekk għandu jkun fil-pussess tal-ħtiġiet kollha stipulati fid-dokumenti tal-akkwist sad-data tal-gheluq għas-sottomissjoni tagħhom”

[added emphasis]

2.2 All information is retrievable within the bid/Proportionality

2.2.1 The conditions outlined in the TOQ are explicitly and exclusively derived from Section 3 – Specifications/Terms of Reference of the tender document. Each confirmation item, whether related to vehicle specifications, service frequency, environmental standards, or operational conduct, is a direct reflection of the requirements stipulated in Section 3, and reference is being made to the specific section 3 requirement. For example:

- A. **Clause 4.2.1 and 4.2.2:** Frequency of trips
- B. **Clause 8.2:** Vehicle age, seating capacity, air-conditioning, signage, licensing, alternative fuel compliance, and driver uniform

2.2.2 These references form the backbone of the technical compliance framework. The questionnaire, in this particular instance, served as a mere checklist, as opposed to other TOQ wherein specific and fundamental information is requested to be included.

2.2.3 In addition to the foregoing, it is to be noted that it was mandatory for every economic operator to submit copies of nine (9) logbooks. This requirement was fully complied with by COOP AIL *ad unguem*. The submitted logbooks unequivocally confirm that COOP AIL proposed:-

- A. a minimum of nine (9) minivans one of which will be a tail lift van
- B. Two of the minivans deployed on the service will have a minimum seating capacity of 16 passengers
- C. The remaining seven of the minivans deployed on the service will have a minimum seating capacity of 18 passengers
- D. The minivans deployed on the services will be less than 6 years old from date of manufacture
- E. The minivans are all licenced to carry passengers
- F. The emission standards of the vehicles are complaint to the standards on registration date
- G. A minimum of 45% of the vehicles certified as using alternative fuels according to Directive (EU) 2019/116
- H. All vehicles proposed for the tender have a valid operator's licence

- 2.2.4 Accordingly, COOP AIL confidently submits that its offer is fully compliant in substance. This is evidenced not only by the self-declaration submitted, but also by the fact that all the required information and confirmations were clearly retrievable within other sections of COOP AIL's offer. The exclusion of COOP AIL is therefore the result of an unnecessary and excessive adherence to formality, which appears more directed toward eliminating competition, than fostering it.
- 2.2.5 In substantiation of the above, COOP AIL makes reference to a most recent decision by the Court of Appeal (Superior), in the names of **Europharma Limited (C1822) v. Central Procurement and Supplies Unit**¹, which makes it clear that TEC, should avoid employing excessive formality – additionally, it held that if information is retrievable in other parts of the offer, than that should suffice:-

“Din il-Qorti tqies li l-għan ewlieni wara s-sejha għall-offerti de quo agitur ma kinitx li l-Awtorità kontraenti toqghod tfettaq u tfittex ix-xagħra fl-għaġina sabiex telimina l-konkorrenza. L-iskop wara din il-proċedura kien sabiex l-awtorità kontraenti takkwista 2 mobile therapeutic machines with reduced environmental impact bl-orħos prezz. L-iskwalifika tas-soċjetà appellanta minħabba li l-isem tal-manifattur u l-model number ġew indikati fid-Declaration of Conformity Amendment u mhux ukoll fit-Technical Offer Form mhijiex meħtieġa biex titħares il-kompetizzjoni ġusta ġaladarba tali informazzjoni ġa kienet ingħatat f'dik l-offerta. In oltre, l-fatt li l-informazzjoni kienet kontenuta fid-Declaration of Conformity Amendment minflok fit-Technical Offer Form ma kienx jaffetwa s-sustanza tal-offerta ta' Europharma Limited kif ukoll lanqas ma kien jagħti xi vantaġġ lil Europharma Limited fuq l-oblaturi l-oħra. Lanqas ma kellu impatt fuq l-awtorità kontraenti. Fil-fehma ta' din il-Qorti, l-iskwalifika tal-offerta tas-soċjetà appellanta fuq raġuni bħal din, hija mizura sproporzjonata meta wieħed iqis li jekk din tiġi attwata, din tista' twassal biex jintilef l-għan ewlieni tas-sejha li l-kuntratt jingħata lil min għamel l-orħos offerta.”

[added emphasis]

2.2.6 The latter, embraces the principles enunciated in previous similar judgments, which confirm the principle of substance vs form, and proportionality, as follows:-

2.2.6.1 **Rockcut Limited (C10164) v. Id-Direttur Ġenerali tad-Dipartiment tal-Kuntratti, L-Awtorità dwar it-Trasport f'Malta et²,**

“Jekk tassew it-tagħrif mogħti fit-technical questionnaire jinsab f’partijiet oħra tal-offerta, u ma jżid xejn aktar, mela s-sanzjoni li titwarrab l-offerta għax ma ntbagħatx il-questionnaire tkun waħda sproporzjonata fiċ-ċirkostanzi, għax in-nuqqas ikun biss wiehed formali u mhux ta’ sostanza. Billi jithalla li jingieb il-questionnaire ukoll wara li jkunu nfetħu l-offerti ma jagħti ebda vantaġġ kompetitiv lill-oblatur għax b’hekk ma jkun qiegħed jinbidel jew jizdied xejn fl-offerta, u ma tkun qiegħda ssir ebda diskriminazzjoni kontra l-oblaturi l-oħra.”

[added emphasis]

2.2.6.2 **Ballut Blocks Services Limited v. Onorevoli Ministru għar-Rizorsi et.**³,

“... Ballut ma kisbet ebda vantaġġ kompetitiv bin-nuqqas taġgha. Li kieku kien possibli li tikseb dan il vantaġġ, il-qorti kienet tasal biex tghid illi l-iskwalifika hija necessarja biex tithares il-kompetizzjoni gusta, izda ma ntwera ebda mod kif Ballut setgħet kisbet xi vantaġġ b’dak li għamlet jew, ahjar, b’dak il naqset li tghamel.

Fil-fehma tal-qorti, għalhekk, mhux biss l-iskwalifika ma kinitx mehtiega biex jinkisbu l-ghanjiet tas-sejha għal offerti, fosthom il-harsien tal-kompetizzjoni gusta, izda anzi wasslet biex jista jintilef il-ghan li l-kuntratt jingħata lil min għamel l-orhos offerta. Għal dan ir-raguni l-qorti hija tal-fehma illi l-iskwalifika tal-offerta ta’ Ballut ma kinitx mizura proporzjonata.”

[added emphasis]

2.2.6.3 Krypton Chemists Limited (C-8933) v. Central Procurement and Supplies Unit u Cherubino Limited (C-3677)⁴

“Il-ġurisprudenza Maltija u Ewropea f’dan il-qasam itteni li l-awtoritajiet kontraenti għandhom jimxu b’mod strett mal-kundizzjonijiet stabbiliti fid-dokumenti tas-sejha, iżda fl-istess waqt għandhom jikkunsidraw ukoll il-gravità tan-nuqqas u l-effett tiegħu fuq il-kompetizzjoni. Ifisser dan li l-awtorità kontraenti għandha d-dmir li tidistingwi bejn irregolaritajiet formali u dawk sostanzjali. Irregolarità minuri, bħalma huma żbalji klerikali jew nuqqasijiet li ma jolqtux il-kompetizzjoni ġusta, jistgħu jiġu msewwija taht il-prinċipju tal-proporzjonalità, sakemm dan ma jwassalx għal vantaġġ kompetittiv mhux xieraq.”

[added emphasis]

2.2.6.4 Fire-tech Limited (C17901) u Cross Zlin AS (60715886) flimkien magħrufa u msejha bħala Firetech Cross TLS Joint Venture v. Dipartiment tal-Kuntratti:

“Għalkemm huwa minnu illi, biex tithares it-trasparenza u ma jkunx hemm diskriminazzjoni, ir-regoli għandhom jitharsu b’mod uniformi u prevedibbli, u s-sogġettività u d-diskrezzjonalità jitnaqqsu kemm jista’ jkun, madankollu l-prinċipju ta’ proporzjonalità jrid illi mhux kull nuqqas ikollu l-istess konsegwenza, iżda din għandha tiddependi mill-gravità tan-nuqqas u mill-konsegwenzi tiegħu, partikolarment jekk jagħtix vantaġġ lil min jonqos jew johloqx preġudizzju lil oblaturi oħra”

[added emphasis]

2.2.7 The same principles are also professed by leading author and Public Procurement expert Professor Albert Sanchez Graells, wherein he lambasted formalistic approaches and campaign for substantive evaluations:

“Therefore, contracting authorities should ensure that the evaluation of bids leading to the award of the contract is based on the substance of the tenders by adopting a possibilistic or anti-formalist approach that excludes purely formal decisions that restrict competition

unnecessarily; subject, always, to guaranteeing compliance with the principle of equal treatment.⁵

[added emphasis]

2.3 Legal and Procedural Equivalence

2.3.1 The confirmation provided [vide 2.1.3 above] is not only substantively identical, but it is procedurally and legally equivalent:

2.3.1.1 It is part of the Technical Offer, fulfilling the same submission requirement.

2.3.1.2 It carries Note 3 status, meaning it is not subject to post-submission rectification.

2.3.1.3 It confirms adherence to all obligations derived from Section 3, which is the source of every item in the TOQ.

2.3.2 The TOQ itself affirms the principle of equivalence in procurement procedures. It states:

“Where in this tender document a standard, brand or label is quoted, it is to be understood that the Contracting Authority will accept equivalent standards, brands or labels. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards requested by the Contracting Authority.”

[added emphasis]

2.3.3 This clause demonstrates that equivalence is not only accepted but embedded within the normative framework of the tendering process. It reinforces the notion that procedural flexibility is permitted, provided that the substantive requirements are met and properly evidenced. In the present case, the confirmation provided, though not submitted through the TOQ form, is substantively equivalent, clearly articulated, and legally binding. This further substantiates the validity of the submission and provides comfort that the tendering principles of fairness, transparency, and compliance have been upheld.

2.4 Exclusion only permissible “if requested information” is not provided

- 2.4.1** It is important to underscore that, in accordance with the tendering rules, exclusion may only apply where the required information is not provided, and not merely due to the non-submission of a specific format or template, such as the TOQ. This is confirmed by stating:

“Tenderers that fail to complete and upload the requested information will be deemed as non-compliant and will not be considered further for final adjudication.”

[added emphasis]

- 2.4.2** In this case, the only information required under the TOQ was a series of confirmations, each of which was **unambiguously provided** within the submitted technical offer. The declaration included in the tender submission uses the same operative language, “we confirm”, thereby fulfilling the substantive requirement. As such, **there can be no valid basis for exclusion**, since the requested information was fully and clearly included in the tender submission, even if not presented through the questionnaire form itself.

- 2.4.3** The General Rules Governing Tenders, specifically Article 16 – Part 3: Technical Compliance, provides clear guidance on the mandatory components required for evaluation. It states:

*“Submissions which have qualified under Part 2 shall have their technical offer evaluated to ensure compliance with Clause 5(C) of the Instructions to Tenderers. **In order to be considered for this Evaluation, tenderers must submit a completed Technical Offer.** Literature may also be requested with the technical offer so that the Evaluation Committee will corroborate the technical compliance of the offers.”*

[added emphasis]

- 2.4.4** This provision makes no reference to the TOQ as a mandatory submission. Instead, it identifies the Technical Offer as the essential requirement for evaluation. In this context, the TOQ serves as a corroborative tool, designed to support and structure the confirmation of compliance with Section 3 requirements.

2.4.5 This provision makes clear that the mandatory requirement is the submission of a completed Technical Offer, which will be evaluated for compliance with of the offer. Therefore, the submission satisfies the procedural and substantive requirements set out in the General Rules Governing Tenders and should be deemed fully compliant.

3. Wrong evaluation: Recommended bidder in breach of eligibility criteria

3.1 Recommended bidder failed to disclose interest in another bid – 3.2 The recommended bidder and a third-party bidder acted in collusion

3.1 Recommended bidder failed to disclose interest in another bid

3.1.1 The appellants submit that the Recommended bidder failed to disclose its interest in, and its relation with a third-party bidder, i.e. Executive Transport Ltd. and this in breach of, *inter alia*, the obligation to disclose at tender submission stage, which cannot be remedied in any manner.

3.1.2 This breach is significant and its failure thereto should lead to disqualification, both since it is a misrepresentation of facts, but also since as mandated by the General Rules Governing Tenders [vide 21.2], such actions or inaction, should lead of mandatory disqualification. The General Rules Governing Tenders, stipulate that,

“A false declaration shall lead to the disqualification of the candidate or economic operator.”⁶

[added emphasis]

3.1.3 Through the Tender Preparation Tool, the economic operators were obliged to declare as follows:

I, S. We agree to abide by the ethics clause of the General Rules Governing Tendering and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of the application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or employ such personnel as advisors in the preparation of our tender.

3.1.4 It is the Appellant’s submission that the recommended bidder, as well as Executive Transport Ltd., misrepresented material facts, thereby breaching their respective obligations in the context of the procurement procedure.

⁶ General Rules Governing Tenders – v.10 [21.2]

- 3.1.5 For all intents and purposes, Orange Trips Limited and Executive Transport Limited operate from the same registered address. Furthermore, all shareholders of Executive Transport Limited are also shareholders of Orange Trips Limited. The company secretary of both entities is the same, and one of the directors of Orange Trips Limited (Ryan Mifsud) also serves as a director of Executive Transport Limited.
- 3.1.6 Both entities are effectively managed and controlled by the same individuals⁷, thereby establishing a *de facto* relationship between the two bidders. Such relationship, at the very least, ought to have been disclosed, even if considered *de minimis* in nature.
- 3.1.7 In this regard, reference is hereby being made to, Case C-531/16⁸, *Šiaulių regiono atliekų tvarkymo centras, 'Ecoservice projektai' UAB, formerly 'Specializuotas transportas' UAB, v 'VSA Vilnius' UAB, 'Švarinta' UAB, 'Specialus autotransportas' UAB, 'Ecoservice' UAB*, which made it clear that:

33 That case-law is, in the light of the findings in paragraph 29 of the present judgment, applicable to situations such as that at issue in the main proceedings where related tenderers are participants in a public procurement procedure. **Therefore, a contracting authority that acquaints itself with objective evidence calling into question the autonomous and independent nature of a tender is obliged to examine all the relevant circumstances having led to the submission of the tender concerned in order to prevent and detect the elements capable of vitiating the tendering procedure and remedy them, where appropriate, requesting the parties to provide certain information and evidence (see, by analogy, judgment of 12 March 2015, eVigilo, C-538/13, EU:C:2015:166, paragraph 44).**

37 As concerns the standard of proof required in order to determine that a tender is neither autonomous nor independent, the principle of effectiveness requires that a breach of the EU rules governing public procurement may be proved not only by direct evidence, **but also through indicia, provided that they are objective and consistent and that the**

related tenderers are in a position to submit evidence in rebuttal (see, by analogy, judgment of 21 January 2016, Eturas and Others, C-74/14, EU:C:2016:42, paragraph 37).

[added emphasis]

- 3.1.8** Similarly, in the case **Lloyd's of London vs Agenzia Regionale per la Protezione per l'ambiente della Calabria [C-144/17]**, it was held that:

*“The principles of transparency, equal treatment and non-discrimination which derive from Articles 49 and 56 TFEU and are referred to in Article 2 of Directive 2004/18/EC of the Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts must be interpreted as meaning that they do not preclude legislation of a Member State, such as that at issue in the main proceedings, which does not allow two syndicates of Lloyd's of London to be excluded from participation in the same procedure for the award of a public service contract for insurance merely because their respective tenders were each signed by the General Representative of Lloyd's of London for that Member State, but instead **allows their exclusion if it appears, on the basis of unambiguous evidence, that their tenders were not drawn up independently.**”*

[added emphasis]

- 3.1.9** Thus exclusion is not only mandated through the General Rules Governing Tenders, but is also mandatory in the context of the obligations of the Contracting Authority, pursuant to Articles 49 and 56 TFEU and Article 2 of Directive 2004/18/EC.



3.2 The recommended bidder and a third-party bidder acted in collusion

- 3.2.1** In addition to the above, it is the submission of the Appellant's that Orang Trips Ltd. and Executive Transport Ltd., did not act independently in the preparation and submission of their respective tenders. Rather, the factual circumstances strongly indicate coordinated conduct amounting to collusion. The overlapping ownership structures, shared directorships, common company secretary, and identical registered address demonstrate a level of operational and managerial integration incompatible with genuine competitive independence. In such circumstances, it is reasonable to infer that the entities relied on shared resources, information, and strategic input in compiling their respective bids.
- 3.2.2** Such conduct amounts to bid rigging, a practice that is inherently anti-competitive and fundamentally incompatible with the principles governing public procurement. The submission of coordinated or non-independent bids undermines transparency, equal treatment, and the integrity of the competitive process. Under the General Rules Governing tenders, including the obligation to ensure genuine competition and prevent distortions thereof, such conduct necessitates disqualification⁹. The Contracting Authority is therefore under a duty to investigate these circumstances and, where collusion is established, exclude the bidders concerned from the procedure.
- 3.2.3** Collusive conduct is expressly and severely addressed under the General Rules Governing Tenders, which are designed to safeguard transparency, equal treatment, and genuine competition in public procurement procedures. Any actions which distorts or seeks to distort the competitive process constitutes a grave breach of these rules. Such conduct strikes at the very integrity of the tendering process and, where established, must lead to the disqualification of the operators concerned, in accordance with the applicable exclusion provisions and the fundamental principles of public procurement law.

NOW, THEREFORE, whilst reserving the right to put forward any other submissions, the Appellants are hereby requesting this Honourable Board to:

- i. Preliminary:**
 - a. In accordance with reg. 90(4), to order the defendants, or whosoever of them, to disclose any and all the information requested and this *inter alia* in compliance with their obligations in accordance with reg. 40 of S.L. 601.03;
 - b. In view of the failure to provide the requested information, and without prejudice to any decision determined by this Honourable Board, to refund the deposit paid by the appellants in its entirety.
 - c. To do anything else which is conducive and necessary for the proper execution of the above requests.
- ii. Subsequently:**
 - a. To order the defendants, or whosoever of them, to revoke the letter dated 13th February 2026 and cancel the exclusion of the bid by COOP AIL JA and the recommended award to Orange Trips Limited; and
 - b. To order the defendants, or whosoever of them, to re-instate the offer of the Appellants, and to re-evaluate the bids by a newly composed evaluation committee; and
 - c. To refund the deposit paid by the Appellants in its entirety; and
- iii. To do anything else which is conducive and necessary for the proper execution of the above requests.**

Coop AIL JV are hereby reserving their right to present further evidence and submissions, during the hearing. Additionally, Coop AIL JV are hereby reserving the right to submit additional grievances, once the undisclosed information is provided.




Av. Matthew Paris
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Av. Zack Esmail
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- Testimony:
- [1] The Evaluation Committee, representatives of the Contracting Authority, representatives of the Department of Contracts, representatives of the Malta Business Registry.
 - [2] Representatives of Orange Trips Limited and Executive Transport Ltd
 - [3] Auditors of Orange Trips Limited and Executive Transport Ltd
 - [4] Other witnesses which are hereby being reserved

	Bank of Valetta p.l.c Registration Number: C 2833 Registered Office: 58 Zachary Street, Valetta VLT 1130 - Malta	Pay third party <small>Printed by: Dr. Matthew Pires Printed on: 23/02/2025 - 13:39 Document ID: 27365562</small>
Transaction details		
Beneficiary Name & Surname / Company / Group name:	Cashier Malta Government	
Reason:	Administrative Services	
Reason:	Purchase of Services	
Payment date(s):	Objection COOPAR, CY2072 2025	
Currency:	EUR - Euro	
Beneficiary (IBAN/Account):	MT55MALI011000040001EURCVGS001	
Beneficiary (IBAN/Account type):	Valid (IBAN of country = Malta)	
Bank name:	Other bank	
Bank address / Bank's BIC:	Let the bank apply the beneficiary bank BIC	
Beneficiary address:	No	
From account:	A/c Clients (EUR) 4002327125 B	
Charges should be on/d by:	Shared - I pay BOV charging Cashier Malta Government pays the beneficiary bank charges	
Amount:	EUR 4,500.00	
BOV to transfer the money:	as soon as possible	
Receiving bank to get the money as:	normal priority payment	
FPAD Result:	The name you entered is very similar to our records: CASHIER MALTA GOVERNMENT CALL ACCOUNT - GENERAL. If you continue without correcting it, the payment may be sent to the wrong person, and recovery may not be possible as it could result in fraud. The Verification of Payee check will not block the payment, but it is simply providing additional security. Please verify the payment details with the recipient before proceeding.	
Saved template:	no	
Additional information		
Credit amount:	EUR 4,500.00	
Deducted amount (excluding charges):	EUR 4,500.00	
Estimated amount to be withdrawn from account:	EUR 4,504.00	
Transaction charge:	EUR 4.00	
Transaction result		
Status:	Your instructions have been processed successfully.	
Transaction ID:	174616895	