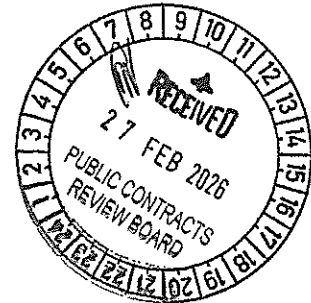




The Secretary
Public Contracts Review Board
Notre Dame Ditch
Floriana
FRN 1601
Submitted by email on info.pcrb@gov.mt



27 February 2026

Re:- Tender for the Customisation and implementation of an off-the-shelf Courts Management Information System for the Court Services Agency – CT 3021/2024 ("the Tender").

--

Dear Sir/Madam,

we lodge this application in terms of the Public Procurement Regulations (the "PPR"), including Regulation 270 thereof, in connection with the above-captioned Tender (the "Appeal") on behalf of **EUROPEAN DYNAMICS Consortium**, composed by (i) European Dynamics Luxembourg S.A. (Registration Number B64911) and (ii) European Dynamics S.A. (Registration Number 002024901000), bearing tenderer identification number TID 000218843 ("the Appellant").

The Appellant, which was one of the tenderers in the Tender proceedings, is aggrieved by the decision of the Department of Contracts (the "Contracting Authority") of 17 February 2026 to reject the Appellant's bid and to award the Tender to LexNova (the "Recommended Tenderer"), bearing tenderer identification number TID 000218920. The Appellant is further

Luxembourg
RCS nr.: B 64911
12, rue Jean Engling
L-1466 Luxembourg
Luxembourg
Tel.: +352 20 400 890
Fax: +352 20 400 891

Athens
G.E.MH. nr.: 002024901000
18, Fragoklissias & 53, Samou Str.
151 25 Athens
Greece
Tel.: +30 210 8094500
Fax: +30 210 8094508

Brussels
BCE nr.: 0886.957.013
67, rue de la Loi
B-1000 Brussels
Belgium
Tel.: +32 2 5418540
Fax: +32 2 5380937

London
Companies House nr.: 07306126
67, Westow Street
SE19 3RW, London
United Kingdom
Tel.: +44 2034 11 8309
Fax: +44 2087 71 4623



aggrieved by the Contracting Authority's failure to reply to its request for disclosure of information and documentation, dated 18.02.2026, submitted by the Appellant before the Contracting Authority on the same date, i.e. prior to this Appeal.

The Appellant is aggrieved by the Contracting Authority's decision/failure for the following reasons, which are being presented without prejudice to each other:

- A. FIRST GROUND OF APPEAL: Blatant violation of the right of the Appellant to effective judicial protection, in accordance with Article 47 of the Charter of Fundamental Rights of the European Union, Article 1 paragraph 1 and 3 of Directive 89/665, Article 55 of Directive 2014/24/EU, due to the absolute failure of the Contracting Authority to disclose the information requested by the Appellant.**

- B. SECOND GROUND OF APPEAL: Violation of the principle of equal treatment, transparency and self-limitation, as enshrined in Regulation 39 paragraphs 1 and 2 PPR, due to the application of undisclosed or changed award criteria – arbitrary and disproportionate scoring in relation with the evaluation of Criterion C.1**

- C. THIRD GROUND OF APPEAL: Violation of the principle of equal treatment, transparency and self-limitation, as enshrined in Regulation 39 paragraphs 1 and 2 PPR, due to the application of undisclosed or changed award criteria in conjunction with manifest error of assessment – arbitrary and disproportionate scoring in relation with the evaluation of Criterion C.2**

- D. FOURTH GROUND OF APPEAL: Violation of Article 57 paragraph 4 c) of the Directive 2014/24/EU and the tender specifications, due to non-fulfilment of the non-exclusion criteria by the Recommended Bidder.**

I. Introduction – Factual Background

1. The Appellant forms part of the international group of companies “EUROPEAN DYNAMICS” (ED), a leading IT solutions and services provider and a vendor of a wide range of products in the field of eGovernment, among others in the fields of eCourts and eJustice. ED employs as a group of over one thousand and two hundred (1,200) engineers and experts and operates through its subsidiaries in thirteen (13) countries, serving

government clients in more than forty (40) countries and four (4) different continents. ED designs, develops and delivers technology and products of superior quality that work to the full satisfaction of the clients.

2. In the present case, the Appellant submitted to the Contracting Authority a technical offer of exceptionally high quality at a highly competitive total price of five million eight hundred seventy-four thousand four hundred and seventy euros and seventy cents (€ 5,874,470.70), excluding VAT. Notwithstanding the qualitative and financial merits of their tender, the Appellant was informed on 17 February 2026, through the contested decision, that it was ranked second (see **Annex 1**). The contract was instead recommended for award to LexNova, which submitted a financial offer amounting to seven million eight hundred forty thousand three hundred fifty-four euros and seventy-four cents (€ 7,840,354.74), excluding VAT, i.e. approximately **two million euros (€ 2,000,000.00) higher** than the Appellant's offer.
3. Accordingly, the contested decision results in a manifestly disadvantageous outcome for the Maltese taxpayer. The Appellant's tender combined superior technical quality with a significantly lower financial proposal, whereas, as will be shown in these proceedings, LexNova's substantially more expensive offer was erroneously considered to present the Best Price-Quality Ratio (BPQR). Due to several manifest errors of assessment and procedural irregularities committed during the evaluation of the technical offers, the Appellant's tender was unjustifiably deprived of a significant number of points. Had those points been lawfully and properly awarded, the Appellant's overall score would have been substantially higher and its tender would have ranked first. The contested evaluation, therefore, directly affected the outcome of the award procedure and materially altered the determination of the Best Price-Quality Ratio (BPQR), to the detriment of the Appellant. Had those errors not been committed, the Appellant's technical offer would have received a significantly higher score, i.e. a score exceeding by a considerable margin the four (4) additional points required overall for the Appellants to rank first in the procedure. Accordingly, the identified errors were not merely incidental, but decisive for the outcome of the evaluation and directly altered the final ranking of the tenders.
4. The above conclusions are based on the comments provided in the award decision concerning the evaluation of each individual award criterion. Further to these comments, on 18.02.2026, the Appellant submitted before the Contracting Authority a formal request for disclosure of information, seeking access limitedly to the elements necessary to substantiate and further demonstrate the irregularities and manifest errors of assessment identified in the evaluation report (see our request, dated 18.02.2026, together with the

relevant notification of receipt by the Contracting Authority, Annexes 2a-2c). That request specifically aimed at clarifying the reasoning underlying the scoring attributed under each criterion.

5. However, the Contracting Authority failed to reply to that request, in breach of its obligations of transparency, proper reasoning and good administration. This failure deprived the Appellant of the opportunity to effectively verify the legality of the evaluation and to exercise its rights of defence in full knowledge of the relevant facts.
6. Due to the Contracting Authority's failure to reply to the disclosure request, the Appellant was prevented from verifying whether the tender ranked first even complied with the **mandatory** requirements of the procedure, including the applicable selection criteria. Purely indicatively, the absence of disclosure made it impossible to ascertain whether the successful tenderer validly satisfied the requirement relating to the two (2) mandatory ISO certificates, the Key Experts or the GDPR Questionnaire. Accordingly, further grounds of appeal may arise in connection with the validity, sufficiency or proper assessment of those mandatory elements, which the Appellant has been unable to examine solely as a result of the Contracting Authority's failure to provide the requested information.
7. What is more, the key partner of the Recommended Bidder appears not to fulfil the exclusion and selection criteria. In particular, the Recommended Bidder, LexNova, is a consortium consisting of "Grant Thornton", "Synergy International Systems Inc" and "Dakar Enterprises". According to publicly available information, the founder of Chief Executive Officer and major shareholder one of the partners, i.e. Synergy International Systems Inc., is currently subject to criminal proceedings in Armenia, together with the former Minister of Economy, in connection with allegations of fraud and corruption in the context of a public procurement procedure. Public sources further indicate that two (2) managers of the said partner (their names are in the public domain) have cooperated with the prosecuting authorities and have reportedly admitted guilt. A hearing in the above criminal proceedings is scheduled for March 2026.
8. If confirmed, such circumstances would raise serious concerns under the applicable exclusion grounds relating to grave professional misconduct, fraud, corruption and integrity in public procurement procedures. Under the relevant legal framework, economic operators subject to such situations or whose controlling persons are implicated therein may not lawfully participate in, or be awarded, a public contract. In the absence of disclosure and proper verification by the Contracting Authority, it remains impossible for the Appellant to ascertain whether the necessary checks were conducted and whether the Preferred Bidder validly complied with the non-exclusion criteria.

9. For all the foregoing reasons, the Appellant respectfully submits the following grievances against the contested decision:

II. Submissions on the Grievances

A. FIRST GROUND OF APPEAL: Blatant violation of the right of the Appellant to effective judicial protection, in accordance with Article 47 of the Charter of Fundamental Rights of the European Union, Article 1 paragraph 1 and 3 of Directive 89/665, Article 55 of Directive 2014/24/EU, due to the absolute failure of the Contracting Authority to disclose the information requested by the Appellant.

10. The contested award decision is vitiated by a serious and autonomous illegality consisting in the absolute failure of the Contracting Authority to disclose the information lawfully requested by the Appellant following notification of the award decision, dated 17 February 2026.
11. On 18 February 2026, immediately after receipt of the award decision recommending LexNova as Recommended Bidder, the Appellant, which ranked second in the procedure, submitted a detailed and formal request for disclosure of documentation **strictly necessary** to assess the legality of the award decision and to determine whether grounds existed for initiating review proceedings. The request concerned documentation relating to compliance with exclusion and selection criteria, including the ESPD and reference documentation of the Recommended Bidder and its consortium members or subcontractors, the technical offer submitted by the Preferred Bidder, in particular under Award Criteria C.1 and C.2, the Demo and the corresponding evaluation sheets, the CVs of the Key Experts, the Financial Bid Form, the mandatory ISO certificates and the GDPR Questionnaire, the full evaluation reports, the identity and professional qualifications of the members of the Tender Evaluation Committee and any external experts and any clarifications requested from and replies submitted by the Recommended Bidder.
12. In particular, through their above request, the Appellant requested the Contracting Authority to disclose, *verbatim*, the following information (see **Annex 2b**):
"[...] In order to assess the legality of the award decision and to determine whether grounds exist for initiating review proceedings, in accordance with applicable procurement legislation, we hereby formally request disclosure of the documentation listed below. The requested documentation is

essential for the exercise of our right to effective judicial protection and to enable a meaningful and substantiated assessment of the evaluation process.

In accordance with the principles of transparency, equal treatment, objectivity and effective judicial protection, an unsuccessful tenderer has to be placed in a position to understand the reasons underlying the award decision and to verify the lawfulness of the evaluation. Moreover, without access to the documents requested below, any potential challenge to the award decision would be rendered ineffective, speculative and deprived of practical effect. With this in mind, we respectfully request disclosure of the following:

A. Eligibility and Selection

- (i) The ESPD submitted by the Preferred Bidder;*
- (ii) The reference letters relied upon to satisfy the technical and professional capacity criteria;*
- (iii) Documentation relating to the members of the consortium of the Preferred Bidder and any subcontractors (identity, ESPDs and declarations on exclusion grounds).*

The above documents are necessary to verify compliance with exclusion grounds, proper assessment of the selection criteria and lawful reliance on third-party capacity.

B. Technical Offer (especially Award Criteria C.1 and C.2)

The technical offer submitted by the Preferred Bidder, in particular its responses to award criteria C.1 (Functional Requirements & Scalability - details of the available functionalities in relation to the requirements, with reference to Section 3 – Article 4.3 and 4.4) and C.2 (Functional Requirements & Scalability - customisation detail for each specified function within the tender document, with reference to Article 4.3 and 4.4).

These documents are indispensable in order to assess whether the evaluators strictly adhered to the requirements and methodology set out in the tender dossier and to verify whether the evaluation was conducted within the limits of the published award criteria. Only sections that are strictly confidential, if any, may be redacted. Although we do not believe such redactions are necessary in the case of the above award criteria, should you consider that any part of the documents contains strictly confidential information (e.g., screenshots), you may blank those sections. Any redactions must be accompanied by a relevant justification and, in any case, must not jeopardize our ability to exercise our right to effective judicial protection.

C. Demonstration (Demo)

The materials submitted or presented by the Preferred Bidder during the demonstration phase, including any recordings and related evaluation sheets.

Since the demonstration formed part of the assessment, disclosure of the Demo is required to verify whether the evaluators assessed the demonstration strictly in accordance with the tender requirements and to verify that no additional or undisclosed assessment elements were introduced during the demonstration phase.

D. Key Experts

The CVs of the Key Experts submitted by the Preferred Bidder.

These documents are necessary to verify compliance with minimum qualification requirements and to assess whether the evaluators correctly determined that the proposed experts satisfy the technical specifications as well as to determine whether the qualitative score awarded reflects the actual level of professional experience and expertise demonstrated in the CVs.

Without access to these CVs, the Company cannot meaningfully verify the lawfulness and proportionality of the scoring.

E. Financial Offer

The Financial Bid Form submitted by the Preferred Bidder.

Disclosure of the said form is necessary to verify that the financial evaluation was conducted strictly in accordance with the pricing template and methodology set out in the tender documents.

F. ISO Certificates and GDPR Questionnaire

Kindly also provide us:

(i) The ISO Certificates and

(ii) The GDPR Questionnaire submitted by the Preferred Bidder.

These documents are required to verify compliance with mandatory technical and regulatory requirements and to assess whether the evaluators correctly confirmed conformity with certification and data protection obligations.

G. Evaluation Reports

We also need the full evaluation reports concerning both our tender and the Preferred Bidder's tender.

The evaluation report is indispensable to understand the reasoning underlying the scores awarded and to verify whether the evaluators applied the published criteria consistently.

Without access to the full reasoning of the evaluators, any potential challenge would be deprived of substance and rendered ineffective.

H. Tender Evaluation Committee (TEC) and External Experts

Kindly also provide us with the names, roles and professional qualifications (CVs or equivalent documentation evidencing relevant expertise) of the members of the Tender Evaluation Committee and any external experts, if appointed.

Disclosure of the above information is required to verify that the evaluation was carried out by individuals possessing appropriate expertise relevant to the subject-matter of the contract and to assess whether the evaluators had the necessary technical competence to evaluate a complex IT system implementation project.

Given the complexity of the procurement and the relevant rulings of the Public Contracts Review Board in this respect (purely indicatively, C 1973/2024), verification of the evaluators' professional

competence is essential to ensure that the evaluation process meets the standards of transparency and sound administration.

Please, also disclose to us any clarifications or rectifications requested from the Preferred Bidder and the replies received.

These documents are necessary to determine whether the TEC exercised its evaluation rights correctly and in accordance with tender rules.

To sum up, the requested information is essential for us to exercise our right to effective judicial protection, to verify compliance with tender requirements and to assess whether the evaluation of its bid was conducted lawfully and correctly. In this respect and given the strict and short deadline for filing a complaint before the Public Contracts Review Board, as indicated in your award decision, the Applicant respectfully requests that the Contracting Authority discloses the requested information no later than Monday, 23 February 2026. [...]”.

13. The request was reasoned, proportionate and strictly limited to what was indispensable for the exercise of the Appellant’s right to effective judicial protection. It expressly acknowledged that strictly confidential elements, if any, could be redacted, provided that such redactions were duly justified and did not render the remedy ineffective. Nevertheless, **the Contracting Authority has not replied to date at all**. No partial disclosure was made, no justification was provided for not making this documentation and/or information available and no specific confidentiality grounds were invoked. This amounts to a *de facto*, absolute refusal to grant the Appellant access to the requested information.
14. This conduct constitutes a blatant violation of our rights under EU and national public procurement law. In particular, Article 1, paragraph 1 and 3 of Directive 89/665 requires that decisions taken by contracting authorities be subject to effective and rapid review and that remedies be available to any person having or having had an interest in obtaining a contract and who has been or risks being harmed by an infringement. The Court of Justice has consistently held that these provisions are intended to guarantee full respect for the right to an effective remedy under Article 47 of the Charter. The Court clarified that where a contracting authority refuses to disclose information, the reviewing court must examine whether that refusal deprived the applicant of the possibility of bringing an effective action and must ensure restoration of that right.
15. In particular, as it has been ruled *verbatim* by the EU Court of Justice, while interpreting Article 1 par. 1 and 3 of the Directive 89/665, in *Antea Polska* (C-54/21, ECLI:EU:C:2022:888, par. 99-108): “It follows from Article 1(1) of Directive 89/665 that **decisions taken by a contracting authority in a procurement procedure that falls under EU law must be capable of being reviewed effectively and, in particular, as rapidly as possible;**

that review makes it possible to challenge the compliance of those decisions with EU law or national rules transposing EU law. Article 1(3) states, moreover that those review procedures must be available at least to any person having or having had an interest in obtaining a particular contract and who has been or risks being harmed by an alleged infringement. Article 1 is thus intended to protect economic operators against arbitrary decisions by a contracting authority by ensuring that there are, in all the Member States, effective remedies, so as to ensure the effective application of EU rules on public procurement, in particular at a stage where infringements can still be rectified. The purpose of Directive 89/665 is therefore to ensure full respect for the right to an effective remedy and to a fair trial, as enshrined in the first and second paragraphs of Article 47 of the Charter of Fundamental Rights of the European Union (see, to that effect, judgment of 7 September 2021, *Klaipėdos regiono atliekų tvarkymo centras*, C-927/19, EU:C:2021:700, paragraphs 127 and 128). In order to observe that right to an effective remedy, the national court hearing an action relating to a procedure for the award of a public contract must ascertain, taking into account the obligation on the part of the contracting authority to provide the unsuccessful tenderer with sufficient information to safeguard that right to an effective remedy and the right of other economic operators to protection of confidentiality, that the contracting authority rightly considered that the information it refused to disclose to the applicant was confidential. To that end, that court must carry out a full examination of all the relevant matters of fact and law. Accordingly, it must necessarily be able to have at its disposal the information required in order to decide in full knowledge of the facts (see, to that effect, judgment of 7 September 2021, *Klaipėdos regiono atliekų tvarkymo centras*, C-927/19, EU:C:2021:700, paragraphs 129 and 130). Where, at the end of that verification, the national court finds that certain information was wrongly classified as confidential, that court must be able to annul the contracting authority's decision refusing to disclose that information and, as the case may be, the decision dismissing the administrative appeal against that refusal. Furthermore, if it is permitted to do so under national law, that court must itself be able to take a new decision in that regard (see, to that effect, judgment of 7 September 2021, *Klaipėdos regiono atliekų tvarkymo centras*, C-927/19, EU:C:2021:700, paragraph 136). As regards the effects of failure to disclose that information on the legality of the procurement procedure and, thus, on the contract award decision, the provisions of Directive 89/665 do not make it possible to determine the detailed procedural rules under which the national court must examine those effects. It is therefore for each Member State to determine those detailed rules, which must, in accordance with Article 1(3) of that directive, enable any person having or having had an interest in obtaining a particular contract and who has been or risks being harmed by an alleged infringement to challenge effectively and rapidly decisions taken by contracting authorities (see, to that effect, judgment of 7 September 2021, *Klaipėdos regiono atliekų tvarkymo*

centras, C-927/19, EU:C:2021:700, paragraph 136). Therefore, in a case such as that at issue in the main proceedings, in which the applicant seeks annulment of the contract award decision on the ground, inter alia, that certain information was wrongly classified as confidential, it is for the court hearing the case to examine whether that information should have been disclosed and, if so, to assess whether the failure to disclose that information deprived the applicant of the possibility of bringing an effective action against that award decision. It is then for that court to ensure that any infringement of any established right to an effective remedy is remedied. In that context, that court must in particular take into account the settled case-law of the Court to the effect that the purpose, set out in Article 1 of Directive 89/655, of guaranteeing effective procedures for review of infringements of the provisions applicable in the field of public procurement can be realised only if the periods laid down for bringing such proceedings start to run only from the date on which the applicant knew, or ought to have known, of the alleged infringement of those provisions (judgments of 28 January 2010, Uniplex (UK), C-406/08, EU:C:2010:45, paragraph 32, and of 8 May 2014, Idrodinamica Spurgo Velox and Others, C-161/13, EU:C:2014:307, paragraph 37, and order of 14 February 2019, Cooperativa Animazione Valdocco, C-54/18, EU:C:2019:118, paragraph 45). Consequently, in the event that national procedural law does not allow the court before which an action has been brought against a decision to award a public contract to take, during the proceedings, measures restoring observance of the right to an effective remedy, that court must, where it transpires that that right has been infringed as a result of the failure to disclose information, either annul that award decision or find that the applicant may bring a fresh action against the award decision already taken, the time limit for doing so running only from the time that that applicant has access to all the information that was wrongly classified as confidential. Accordingly, the answer to the seventh question is that Article 1(1) and (3) of Directive 89/665 must be interpreted as meaning that, in the event of a finding, when dealing with an action brought against a decision awarding a public contract, of an obligation on the part of the contracting authority to disclose to the applicant information which was wrongly treated as confidential and of a breach of the right to an effective remedy on account of the failure to disclose that information, that finding does not necessarily have to lead to the adoption, by that contracting authority, of a new contract award decision, provided that the national procedural law permits the court hearing the case to adopt, during the proceedings, measures which restore compliance with the right to an effective remedy or allow it to find that the applicant may bring a new action against the award decision that has already been made. The time limit for bringing such an action must not start to run until the applicant has access to all the information which had been wrongly classified as confidential."

16. As the Court of Justice has held through its judgment cited above, Article 1 paragraph 1 and 3 of Directive 89/665 is intended to guarantee effective and rapid review of contracting authorities' decisions and to protect economic operators against arbitrary decision-making by ensuring full respect for the right to an effective remedy under Article 47 of the Charter. Crucially, the Court's reasoning presupposes that some information has at least been disclosed but wrongly classified as confidential.
17. The present case goes significantly further. In the present proceedings, the Contracting Authority has not merely refused to disclose allegedly confidential elements, but has **failed to disclose any information whatsoever** concerning the winning tender. The dispute, therefore, does not concern the classification of specific items as confidential, but rather the **total absence of information** regarding the successful tender.
18. As matters stand, the Appellant, despite its reasonable concerns about the offer of the Recommended Bidder, as will be explained further on, do not even know whether the winning tenderer has appointed subcontractors, if these subcontractors were eligible, whether and how the winning tender complies with the award criteria or how the winning tender fulfils the functional and technical requirements, according to the tender dossier. In these circumstances, **the Appellant is manifestly unable to verify whether the evaluation carried out by the Contracting Authority is compatible with the award criteria or whether the qualitative assessment of the winning tender is lawful, consistent and non-discriminatory.**
19. As the Court expressly held in the judgment cited above, where information ought to have been disclosed, the national court or tribunal seized with the case, in the present case, this Honourable Board, must assess whether the failure to disclose deprived the Appellant of the possibility of bringing an effective action against the award decision. That condition is unequivocally satisfied in the present case. The deprivation suffered by the Appellant is, in fact, even more severe than in the situation examined by the Court, since the Appellant has been denied access to any meaningful information whatsoever concerning the winning tender, apart from the brief and conclusory comments contained in the contested decision.
20. Moreover, the Court has made it clear that, where national procedural law does not allow measures restoring observance of the right to an effective remedy during the proceedings, the court, in our case this Honourable Board, must either annul the award decision or ensure that the Appellant may bring a fresh action once full disclosure has occurred, with time limits running only from the moment when access to the information is granted. The present case goes beyond the situation examined in Antea Polska. There, the dispute concerned the allegedly wrongful classification of certain information as confidential.

Here, the Contracting Authority has disclosed no meaningful information whatsoever concerning the successful tender. The issue is not the classification of specific documents as confidential. It is the total absence of disclosure.

21. As matters stand, the Appellant does not know whether the winning tenderer relied on subcontractors and, if so, whether they satisfied exclusion and selection criteria, whether the technical offer complies with Award Criteria C.1 and C.2, whether the qualitative assessment adhered strictly to the published methodology, whether the mandatory ISO certificates and GDPR Questionnaire were valid and compliant, whether the demonstration phase was evaluated within the limits of the tender dossier, whether the Financial Bid was assessed in accordance with the prescribed template or whether the Tender Evaluation Committee possessed the necessary technical expertise to assess a complex IT system implementation project.
22. The right to effective judicial protection cannot be reduced to a purely formal possibility of lodging an appeal devoid of factual foundation. A remedy that must be exercised in ignorance of the essential elements of the decision challenged is illusory. The Contracting Authority's conduct therefore constitutes a breach of Article 1, paragraph 1 and 3 of Directive 89/665, Article 55 of Directive 2014/24/EU, the principles of transparency, equal treatment and sound administration and, above all, the fundamental right to an effective remedy guaranteed by Article 47 of the Charter.
23. This failure to disclose is not a procedural irregularity of secondary importance. **It is an autonomous and decisive illegality affecting the very possibility of review of the award decision.** As confirmed by the Court of Justice in the above cited case-law, where failure to disclose deprives an economic operator of the possibility of bringing an effective action, the reviewing body must ensure **restoration of that right, including, where necessary, annulment of the award decision or the reopening of time limits following full disclosure.**
24. In the present case, the deprivation is total. The Appellant has been denied access to all the requested information concerning the winning tender. The award decision must therefore be annulled on this ground alone. In the alternative, the Appellant respectfully requests this Honourable Board to order the Contracting Authority to disclose the requested information and to declare that the Appellant be granted with a new time limit, within which they will be enabled to supplement or resubmit their Appeal on the basis of the information thus disclosed.

B. SECOND GROUND OF APPEAL: Violation of the principle of equal treatment, transparency and self-limitation, as enshrined in Regulation 39 paragraphs 1 and 2 PPR, due to the application of undisclosed or changed award criteria – arbitrary and disproportionate scoring in relation with the evaluation of Criterion C.1

25. The evaluation of the Appellant's tender under Criterion C.1 "C. Functional Requirements & Scalability- 1. Provide a comprehensive detail of the available functionalities in relation to the requirements as stipulated within the tender document. (Reference to Section 3 – Article 4.3 and 4.4)" constitutes a blatant violation of the principles of equal treatment and transparency. The score awarded on the above criterion is arbitrary, disproportionate and based on the application of undisclosed or altered criteria.
26. In particular, the Recommended Bidder was awarded the maximum score of five (5) out of five (5) under this criterion, with a telegraphic justification "requirements met", whereas the Appellant was awarded a score of only one (1) out of five (5). However, such a striking discrepancy in scoring cannot be objectively justified on the basis of the published award criteria. The evaluators' comments reveal that the assessment was conducted on the basis of considerations that were neither expressly provided for in the tender documentation nor previously disclosed to the tenderers. The reasoning further discloses manifest errors of assessment and an arbitrary application of the evaluation methodology. Accordingly, the evaluation under this criterion is vitiated by violations of the principles of self-limitation, transparency, equal treatment and proportionality and must be set aside.
27. More specifically, according to the contested decision, the above score attributed to the Appellant was based *expressis verbis* on the following reasoning set out by the evaluators: "The bidder did not provide comprehensive detail of the available functionalities, within the writeup the bidder only provided a brief description of the functionalities with very minimal detail. During the demonstration the bidder only provided a superficial overview of the available functionalities again failed to provide comprehensive details of the functionalities. Furthermore, the bidder did not provide a demonstration to substantiate functionalities such as: The Case management including the case life cycle is not an actual case journey for each action within the case lifecycle the user has to switch between modules and search for the specific case to edit the case. The public portal user interface as demonstrated, is based on submission of a series of electronic forms for e-filing and not a direct in system e-filing service, the interface provided is manually quite laborious for e-filers. The virtual sittings feature was presented as an autonomous module with minimal or no integration with the actual system where users have to manually upload data from the external module to the actual system. The Criminal Records Management, bidder provide the very basic functionality and the bail management

feature lacks functionalities such as bail history, temporary bail conditions and editing of bail conditions.”.

28. However, this assessment, apart from being **internally contradictory**, since the evaluators explicitly state, on the one hand, that the Appellant “*did not provide a demonstration to substantiate functionalities*” and, on the other hand, that such functionalities “*were demonstrated*” and “*presented*”, **disregards the express instructions** contained in both the **Section 6.3 “Evaluation Grid”** of the tender dossier together with the relevant **Clarification Notes**, which, according to Regulation 38 paragraph 5 PPR¹, form an integral part of the tender documentation and the instructions provided through the tender dossier on the “**Demo**”. Notably, according to the tender documents, tenderers were required to comply with a strict word limitation, which objectively prevented them from providing extensive descriptive analysis of the forty-eight (48) functionalities. At the same time, the demonstration phase, as expressly indicated in the tender documentation, could not influence or alter the scores to be attributed to the tenderers.
29. In concrete terms, on each of the points set out above:
- a. **Strict word limitation, according to Section 6.3 “Evaluation Grid” and Clarification Notes No. 13, 17 and 19.**
30. As explicitly stated in **Section 6.3 “Evaluation Grid”** of the tender dossier (see page 10, **Annex 3**): “**Bidders are requested to submit their writeups of approximately between 1000 to 2000 words for each criterion. Documentation must include chart (e.g. Gantt Charts) or/and designs to elaborate better the presented write-ups. Bidders may be allotted a range of scores from ‘0’ up till 100% based on the content of the said documentation/write-up. The content of the documentation must meet all minimum requirements as detailed with in the Tender document. In view that criteria are set as MANDATORY, it is compulsory that bidders submit all relevant documentation for each criteria listed here below. If a score of ‘0’ shall be allotted to a mandatory criterion the bid shall be disqualified. If the minimum requirements are not met, the offer will be deemed as Technically non-Compliant and disqualified. [...]**”.
31. This word limit was further confirmed by no less than **three clarification notes** issued by the Contracting Authority during the tender procedure (see **Annexes 4a-4c**). These clarifications explicitly reinforced that the maximum word count of two thousand (2,000) words per criterion remained binding and that bidders were expected to present their responses within this framework. In particular, during the clarifications period, specific

¹ This Regulation stipulates that: “*When issued in the clarification notes, the additional information and the supporting document shall form integral part of the procurement document.*”.

questions regarding the extent of detail permissible for the award subcriteria, including Criterion C.1, were submitted to the Contracting Authority seeking confirmation on whether additional explanatory content beyond the word limit could be provided. The responses received unequivocally upheld the original specifications, confirming that the two thousand (2,000)-word maximum was strict and non-negotiable. In particular, the following clarifications were received in this regard by the Contracting Authority:

(i) Clarification Note # 13, dated 25.10.2024 (Annex 4a)

Question No. [01]: Write-ups of approximately between 1000 to 2000 words

“On page 10/86 of the Tender Dossier we read: “Bidders are requested to submit their writeups of approximately between 1000 to 2000 words for each criterion”. We understand that 1000 to 2000 words is per every sub-criterion, e.g. the sub-criteria “1. Provide a comprehensive risk assessment...” and “2. The bidder is to Provide proactive measures to address risks related to data security...”, and not the entire criterion “A – RISK MITIGATION”. Could you please confirm if our understanding is correct?

Answer No. [01]: With reference to Section 1 - Article 6.3, the word limit is per each sub-criterion.”

(ii) Clarification Note # 17, dated 26.10.2024 (Annex 4b)

Question No. [02]: Extend of responses (1000 – 2000 words)

“In the Tender Dossier, Section 6.3. ‘Evaluation Grid’, p.10/86, we read: “Bidders are requested to submit their writeups of approximately between 1000 to 2000 words for each criterion. Documentation must include chart (e.g. Gantt Charts) or/and designs to elaborate better the presented write-ups.

1. We understand that tables of content, lists of acronyms and designs/charts (e.g. Gantt Charts) are not counted towards the 1000 to 2000 words required for each criterion. Please confirm or clarify.

2. We understand that the limit of 1000 to 2000 words does not apply to Criterion K - Key Experts, considering that a complete CV may exceed by far the above limit. Please confirm or clarify.

Answer No. [02]: With reference to Section 1, Article 6.3:

1. The table of contents, lists of acronyms, and designs/charts are not included in the approximate word count.

2. A detailed CV must be submitted using Form 3 - Experts.”

(iii) Clarification Note # 19, dated 26.10.2024 (Annex 4c)

Question No. [08]: Technical Response

“Please confirm that the technical response requires for each sub-criterion, a document of approximately 1,000 to 2,000 words. Please indicate how to count text in the pictures and tables.

Answer No. [08]: Prospective bidders are to refer to Clarification Note 17 - Question 2.”

32. Given the above, the word limit of approximately one to two thousand (1,000–2,000) words per subcriterion is explicitly imposed by the tender specifications, which required a concise, telegraphic description of the forty-eight (48) functionalities rather than a detailed exposition. The only permitted exclusions from this limit were the table of contents, the list of acronyms and any charts included in the offers.
33. Indeed, this restriction results in an average of approximately forty-two (42) words per functionality. It was therefore objectively impossible, within the parameters set by the tender specifications, to provide more extensive technical elaboration. Had the Contracting Authority intended that tenderers submit more detailed information, it was obliged to explicitly exempt this criterion from the word limit or to issue a clarifying note to that effect. **No such exemption or clarification was provided in the tender dossier or in any official communication.** Consequently, any criticism of the evaluators for allegedly “insufficient detail” constitutes a manifest error and a breach of the principles of self-limitation, equal treatment and transparency.
34. In full compliance with this requirement, the Appellants submitted its response to Criterion C.1 in document “1.7 C - FUNCTIONAL REQUIREMENTS & SCALABILITY.docx”, describing forty-eight (48) functionalities within one thousand eight hundred ninety words (1,890) words, excluding the explanatory text accompanying the relevant screenshots. The submission, which included the corresponding screenshots for illustrative purposes, comprised a total of seventeen (17) pages.
35. It is therefore submitted that the criticism levelled at the Appellant, namely that it provided only “brief descriptions” is manifestly unfounded, because it was the word limit imposed in the tender documents that, of itself, required that descriptions be brief as, otherwise, the word limit would have been exceeded and thus not respected. Appellant should not be penalized for conscientiously observing the requirement set out in the tender documents. Indeed, this criticism by the evaluators implies that other bidders that scored better than the Appellant gave more detailed explanations which would, in itself imply that they exceeded the two thousand (2,000) word limit. This raises a legitimate question, namely – what did the Recommended Bidder do to achieve full marks (5/5) compared to the Appellant (1/5)? Did it observe the word limit? And if not, was it actually rewarded for breaking the rules? Verification of compliance with the strict word limitation by the Preferred Bidder, whether by the Appellant or by this Honourable Board, will only be possible upon disclosure of the requested information by the Contracting Authority.

b. Sole Purpose of the Technical Online Demonstration (Demo), according to the tender dossier: exclusively verification of functionality and not scoring.

36. As also explicitly stated in the tender dossier (see Annex 3, p. 17), under the title "Demo":
"The CA may also request tenderers to provide a technical online demonstration of their solution during the evaluation to confirm all the assertions made in the tender submission. [...] The list of features to be demonstrated for each of these modules will be the same features as listed in Section 3 of this document. The evaluating board will go through this list, on a one-by-one basis, to verify the compliance of the functionality of the solution being proposed. The Solution that will be used by the bidder during this demonstration must be identical to the one that the bidder is tendering with. If it is not this will result in the disqualification of the bid. No qualitative score is associated with the demonstration. The offer may be deemed as not being considered further if the Contracting Authority deems that the demonstration results contrast negatively with the documentation/assertions made in the tender submission and bidders will not be given a second chance to demonstrate their solution. The dates and times for the online demonstration, set to Malta time, will be communicated by the Contracting Authority (CA) at least ten (10) calendar days in advance through a Microsoft Teams invitation. The demonstration must not exceed eight (8) hours and will be recorded. This session will serve to verify the tenderer's technical bid and will be treated with strict confidentiality. Any clarification requests from the evaluation board will be included as part of the bidder's technical submission. [...]".
37. Given the above, it is clear that the technical online demonstration could not be used as a basis for evaluation or the assignment of scores. The tender dossier **expressly limits the purpose of the demonstration to the verification of the functionalities described in the tender submission. No qualitative score is associated with the demonstration and the evaluating board's role was strictly to confirm that the solution presented in the demo matched the submitted documentation**. Any use of the demonstration as a basis for scoring would constitute a clear breach of the tender rules, as it would improperly introduce an undisclosed criterion and contradict the explicit instructions of the tender dossier.
38. In this respect, it must be noted that, pursuant to the principle of self-limitation, the Contracting Authority, by establishing and publishing the tender specifications, evaluation criteria and related requirements, as well as by clarifying them through Clarification Notes, **has expressly limited the scope of its demands vis-à-vis the tenderers**. The Contracting Authority is, therefore, legally bound by the terms and conditions set forth in the tender documentation, as clarified, and cannot lawfully impose additional or divergent obligations on the tenderers beyond those clearly specified.

39. If the Contracting Authority indeed intended to narrow, extend or otherwise modify the conditions for evaluation under any award criterion, it should have done so *expressis verbis* through the tender documentation prior to the submission of bids. Any deviation from the published criteria, as clarified in writing by the Contracting Authority, would constitute unequal treatment of the tenderers, in breach of the fundamental principles governing public procurement, including transparency and equal access. Since the Contracting Authority expressly confirmed, through the above-mentioned Clarification Notes, that the word limitation applied to all subcriteria without exception and that the demonstration was to be used solely for verification purposes, with no qualitative scoring associated, it was legally bound to adhere to these requirements during the evaluation of the technical offers, in accordance with the principle of self-limitation.
40. The above interpretation of the principle of self-limitation is fully compliant with the relevant national jurisprudence in similar cases but also reflects settled case-law of the European Court of Justice. More precisely, as it was held by the European Court of Justice in the case C-6/05, *Medipac-Kazantzidis AE v. Venizelio-Panania* (ECLI:EU:C:2007:337, p. 53-54), the principle of equal treatment of tenderers and the obligation of transparency, which apply in every tender procedure, **preclude**, in order to avoid arbitrariness, the contracting authority *“from rejecting a tender which satisfies the requirements of the invitation to tender on grounds which are not set out in the tender specifications and which are relied on subsequent to the submission of the tender”*.
41. On the same direction, the European Court of Justice in the case C-27/15, *Pippo Pizzo* (ECLI:EU:C:2016:404, p. 36) established that *“[...] the principle of equal treatment requires tenderers to be afforded equality of opportunity when formulating their tenders, which therefore implies that the tenders of all tenderers must be subject to the same conditions. Second, the obligation of transparency, which is its corollary, is intended to preclude any risk of favouritism or arbitrariness on the part of the contracting authority. That obligation implies that all the conditions and detailed rules of the award procedure must be drawn up in a clear, precise and unequivocal manner in the contract notice or specifications so that, first, all reasonably informed tenderers exercising ordinary care can understand their exact significance and interpret them in the same way and, second, the contracting authority is able to ascertain whether the tenders submitted satisfy the criteria applying to the contract in question (see, to that effect, judgment of 6 November 2014 in *Cartiera dell’Adda*, C-42/13, EU:C:2014:2345, paragraph 44 and the case-law cited). The Court has also held that the principles of transparency and equal treatment which govern all procedures for the award of public contracts require the substantive and procedural conditions concerning participation in a contract to be clearly defined in advance and made public, in particular the obligations of tenderers, in*

order that those tenderers may know exactly the procedural requirements and be sure that the same requirements apply to all candidates (see, to that effect, judgment of 9 February 2006 in *La Cascina and Others*, C-226/04 and C-228/04, EU:C:2006:94, paragraph 32). Furthermore, it is apparent from point 17 of the section relating to ‘Contract notices’ in Annex VII A to Directive 2004/18, relating to information which must be included in public contract notices, that ‘[s]election criteria regarding the personal situation of economic operators that may lead to their exclusion’ from the procedure for the award of the contract in question must be set out in the contract notice. Consequently, in accordance with the settled case-law of the Court, pursuant to Article 2 of Directive 2004/18, a contracting authority must comply strictly with the criteria which it has itself established (see, inter alia, judgment of 10 October 2013 in *Manova*, C-336/12, EU:C:2013:647, paragraph 40, and judgment of 6 November 2014 in *Cartiera dell’Adda*, C-42/13, EU:C:2014:2345, paragraphs 42 and 43). [...] In view of the principle of equal treatment and the obligation of transparency, which is its corollary, to which contracting authorities are subject pursuant to Article 2 of Directive 2004/18, Article 27 of that directive cannot be interpreted as meaning that it allows those contracting authorities to derogate from the strict obligation to comply with the criteria which they have themselves established. [...] As regards the argument that CRGT had previously already provided the services forming the subject matter of the call for tenders and could therefore be aware of the existence of the fee at issue in the main proceedings, it is sufficient to state that the principle of equal treatment and the obligation of transparency, which is its corollary, would clearly not be complied with if such an operator were subject to criteria which are not established by the call for tenders and would not be applicable to new operators. [...]”.

42. Similarly, the Court, in the case C-677/15 P, *EUIPO v. European Dynamics Luxembourg S.A. et.* (ECLI:EU:C:2017:998, p. 31-32), ruled that “Admittedly, the principle that procurement procedures must ensure equal treatment and be transparent means that the adjudicating authority must interpret the award criteria in the same way throughout the entire procedure (judgments of 18 October 2001, *SIAC Construction*, C-19/00, EU:C:2001:553, paragraph 43, and of 18 November 2010, *Commission v Ireland*, C-226/09, EU:C:2010:697, paragraph 59 and the case-law cited). Accordingly, a contracting authority cannot apply weighting rules or sub-criteria in respect of the award criteria which it has not previously brought to the tenderers’ attention (judgment of 24 January 2008, *Lianakis and Others*, C-532/06, EU:C:2008:40, paragraph 38).”.
43. The above has been also consistently confirmed by this Honourable Board in multiple cases. Purely indicatively, we refer to the decisions of this Honourable Board in **Case No. 2090 – MSPP/01/2022 – Request for Proposal (RFP) for a works concession for the Regeneration and Design, Management, Operation, Maintenance and Transfer Back of**

the ex-Chalet (Sliema) site (the "Site") as a Superior Quality Catering and Entertainment Establishment, dated 02.04.2025, and in Case No. 1778 – SPD5/2022/017 – Services – Framework Agreement for the provision of preventive maintenance and support for the air conditioning systems for the Court Services Agency, in which it was held that "[...] in the Board's views, the tender dossier, in page 14 Section 3 – Terms of Reference, paragraph 4.2.iii is clear and unambiguous when it state "Quarterly maintenance – this shall take place and be completed by the last day of March, June, September and December of each year respectively and for each building as listed in Section 3 Article 2.2. [...]" (bold & underline emphasis added). Even though this Board agrees with the logical arguments as brought forward, during the testimony under oath of Ms Laura Desira, that they expected the quarterly maintenance to finish in March / June / September December, this was not specifically required in the tender dossier. What the tender dossier required, is for the maintenance to be completed by the last day of each quarter. Therefore, as long as the maintenance is completed before 31st March, 30th June so on so forth, the Appellant's bid was within tender specifications. There were no restrictions on when the quarterly maintenance was to start. Hence, this Board upholds the Appellant's first grievance."

44. On the same lines, it was also held in Case 1378 – QO13-0633/19 – Tender for the Supply of Disposable Paper Tumblers/Cups that: "Last but not least, this Board would emphasize the importance of adherence to the principle of self-limitation. In this regard, this Board would remind the Appellants that the Evaluation Committee, in their deliberations, must always apply such a principle and in this particular case, it was most important that all the submissions were in accordance with the requirements as dictated in the tender dossier.". What is more, in Case 1665 – CT 2162/2021 – Tender for the Supply of Newborn Screening for CHT and PKU Equipment on Loan, this Honourable Board also ruled that: "The Board opines that the Evaluation Committee did not observe the principle of Self-Limitation when it deemed the Appellant's offer as non-technically compliant when it adjudged the equipment of the Appellant company on issues not included within the Tender Dossier. Nowhere in the Tender Dossier it is mentioned that equipment which serves a 2 in 1' function would not be deemed acceptable. Therefore, the Board upholds Appellant's grievances."
45. In light of the above, tenderers undoubtedly cannot be assessed on the basis of expectations or interpretations of the Contracting Authority that were neither explicitly required in the tender dossier nor clarified prior to submission. Accordingly, by evaluating the Appellant's tender on the basis of undisclosed expectations, by disregarding the strict word limit and by using the demonstration for qualitative scoring purposes, the Contracting Authority breached both the published award criteria and the fundamental principles of public procurement. The reliance on undisclosed award criteria, the failure to

adhere to the mandatory word limitation and the improper use of the demonstration for evaluation purposes constitute fundamental procedural defects which, in themselves, justify the **annulment of the award decision** or, alternatively, the **recalculation of scores** strictly in accordance with the published award criteria.

46. In any event and without prejudice to the foregoing, even in the highly unlikely scenario that the evaluation methodology applied were to be considered compliant with the tender dossier, quod non, the outcome would still be vitiated by a manifest error of assessment. According to the contested decision, the evaluators allegedly identified shortcomings in a total of only five (5) functionalities out of forty-eight (48). Such limited observations, even if assumed arguendo to be valid, could not reasonably or proportionately justify the attribution of a score of one (1) out of five (5) under the relevant criterion. Unless certain functionalities had a different weight, which would be irregular since again it was unknown to the tenderers. The discrepancy between the alleged minor shortcomings and the extremely low score awarded is objectively unjustifiable and disproportionate.
47. Last but not least, the Appellant observes that, while its response under criterion C1 was characterised as "*not detailed*", the Recommended Bidder's response was described as detailed (!). This is surprising, given that tenderers were required to provide an answer of between one thousand (1,000) and two thousand (2,000) words, which, in practical terms, allows only limited space per functionality. The Appellant fails to see how, within those strict parameters, any tenderer could have provided a materially more detailed response than its own. As stated above, one may reasonably and legitimately infer that, if the Preferred Bidder indeed submitted a substantially more comprehensive answer under this criterion, it most likely exceeded the maximum limit of two thousand (2,000) words.
48. This Honourable Board is therefore respectfully requested, for this additional reason, to order disclosure of the relevant part of the Preferred Bidder's technical offer, in particular its response to criterion C1, so as to enable the Appellant to verify whether the word count of its tender complies, for each sub-criterion (and especially criterion C1), with the prescribed ceiling of two thousand (2,000) words. Should such non-observance of the prescribed word limit be established, the Appellant reserves the right to introduce additional grounds of appeal in this respect.
49. With all the above in mind, the contested decision is unlawful in any event and must be annulled, at the very least on the ground of manifest error of assessment, since the scoring does not logically, proportionately or reasonably reflect the substance of the Appellant's technical offer.

C. THIRD GROUND OF APPEAL: Violation of the principle of equal treatment, transparency and self-limitation, as enshrined in Regulation 39 paragraphs 1 and 2 PPR, due to the application of undisclosed or changed award criteria in conjunction with manifest error of assessment – arbitrary and disproportionate scoring in relation with the evaluation of Criterion C.2

50. The evaluation of the Appellant's tender under Criterion C.2 "*C. Functional Requirements & Scalability- 2. Provide customisation detail for each specified function within the tender document. (Article 4.3 and 4.4)*" constitutes a blatant violation of the principles of equal treatment, transparency and proportionality. The score awarded on the above criterion is based on the application of undisclosed or altered criteria and a manifest error of assessment.
51. In particular, the Recommended Bidder was awarded the notably high score of eight (8) out of ten (10) under this criterion, with the justification that "*The bidder has functions with the status marked as available with customization.*". In other words, the Recommended Bidder was deducted only two (2) points for having a number of functionalities requiring customization, whereas the Appellant was awarded a score of merely three (3) out of ten (10) on the basis that they had "*a function with the status marked as will be available*".
52. Such a striking discrepancy in scoring is manifestly disproportionate to the actual level of readiness of the respective systems and cannot be objectively justified by reference to the published award criteria. The evaluation fails to demonstrate how functionalities described as "*available with customization*", which by definition also require further development or adaptation, could warrant an almost full score, while a single functionality described as "*will be available*" results in a dramatic reduction of seven (7) points. The contested decision provides no reasoned explanation establishing a rational, proportionate and transparent link between the alleged shortcomings identified and the scores awarded. In the absence of such reasoning, the scoring appears arbitrary and inconsistent with the principle that points must reflect, in a proportionate manner, the degree to which the tender meets or exceeds the minimum requirements.
53. What is more, the evaluators entirely disregarded the fact that the tender dossier itself presupposed the later availability of this specific functionality. The functionality marked as "*will be available*" was the only one expressly structured as an enhancement to another basic module and is expressly intended to be developed and customized eventually upon receipt of feedback from the Contracting Authority, in accordance with the project implementation timetable. Accordingly, the Appellant did nothing more than faithfully reflect the staged implementation model prescribed by the tender documentation. To

penalize it for accurately adhering to that structure, amounts to a manifest error of assessment and a clear misinterpretation, indeed a distortion, of the very requirements established by the Contracting Authority itself.

54. More precisely, according to the tender dossier (see **Annex 3**, page 11), under this criterion, the tenderers should “2. *Provide customisation detail for each specified function within the tender document. (Article 4.3 and 4.4). For each function the bidder shall indicate whether: the function is available out of the box, available with customisation, will be available (and when), not available - (0 points – disqualified). Note: Points will be awarded based on the readiness of all functionalities. Each feature will be assessed individually, and the total score will reflect the overall completeness and operational status. If any single functionality is not available will receive zero points and be disqualified.”.*
55. As explicitly further clarified in this respect in **Section 6.3 “Evaluation Grid”** of the tender dossier (see page 10, **Annex 3**), “*Unless otherwise stipulated in the criteria in themselves (as some of the criteria already include a gradation of points), the scoring shall take place across a range of points from ‘0’ to 100%. If the contents of the documentation meet and exceeds all minimum requirements thus, offering a higher quality bid, higher points will be allotted up till 100% (Full Score). Such points shall be awarded in such a manner to reflect in a proportionate manner the level of effort undertaken to exceed the minimum requirements.*”.
56. In other words, the evaluation mechanism is expressly based on the principle of proportionality. The score awarded must reflect, in a rational and graduated manner, the extent to which a tender meets and exceeds the minimum requirements. Minor or isolated shortcomings cannot reasonably justify an exceptionally low score and the proportion of functionalities requiring customization should be taken into account in the overall assessment. **Points must be allocated in a manner that demonstrates a clear, objective and proportionate correlation between the qualitative merits of the offer and the numerical score awarded.** Any failure to maintain such proportionality constitutes a manifest error of assessment and a breach of the evaluation methodology set forth in the tender dossier.
57. Moreover, with respect to the functionality that the Appellant declared as “*will be available*”, it must be emphasized that its staged implementation was fully in accordance with the tender specifications. In particular, according to **Section 2 “Special Conditions”** of the tender dossier, **Article 18.2 “Phase 1 - Analysis, development, testing and Go-Live of all functionalities”**, “*The period of execution is twenty-eight (28) months from the commencement order as specified in Article 18.1 and shall be delivered over the following milestones; [...] Milestone 2: Set up of test and live environments. Customization, testing and commissioning of the below functionalities: [...] Criminal Records Basic Functionality [...]*

Milestone 4: Customization, testing and commissioning of the below functionalities and roll-out of the complete solution including integration testing and user training as required: [...] Criminal Records Integrations and Enhancements [...] At the end of milestones 2, 3 and 4 and at the contractor's full responsibility, all the functionalities to be delivered as above should be deployed after passing User Acceptance (UAT) testing. The contractor should have provided to the satisfaction of the Contracting Authority the necessary testing, hands-on practical training, operation manuals and online user guides."

58. In other words, the Appellant declared the above functionality as "will be available" in accordance with the tender specifications. This functionality, which is the only separate **supplementary module** (Functionality 39) of another basic module out of the forty-eight (48) functionalities listed, was scheduled to become available on a defined date following the delivery of the basic "*Criminal Records functionality*" (Functionality 38). It is, therefore, evident that tenderers were required to **obtain input from the Contracting Authority** during the implementation phase before the implementation of this functionality. By design, this functionality follows the customization of Functionality No. 38 and represents the only two-stage feature, i.e. a basic version followed by an enhanced version. Consequently, there is no reasonable basis to consider that this functionality could have been "*available*" earlier, and the Appellant **should not have been penalized for accurately reflecting this staged implementation**. It is clear that the Preferred Bidder could not possibly offer anything better here under the circumstances and there was therefore no basis for a reduction in points, let alone such a considerable deduction.
59. With respect to the remaining functionalities, the Appellant provided through its tender, under the said Criterion, the following overview, indicating the availability and implementation status of each feature, in full compliance with the tender specifications and project milestones. In particular:

Table 1: Comparison of requested vs. existing solution functions

ID	Requirement	Short Description	Availability	Availability Date
1	General Requisites for an Online Court	Holistic online Court Management System for Court Services Agency and Justice Department	Available out-of-the-box	
2	E-filing and Document Scanning	The system must accept electronic filings from the public, lawyers, parties, court experts, and other stakeholders instead of physical documents.	Available with customisation	

ID	Requirement	Short Description	Availability	Availability Date
3	Referenced repository of electronic media and documents	Tools for managing court documents and case information, including storage, retrieval, sharing, tracking status, notifications, and deadlines	Available with customisation	
4	Collects Statistics and Reports	Customisable reporting and data visualisation tools for court case management, including templates for case resolution times, case load, outcomes, backlogs, demographics, and finances. Advanced business intelligence tools with customisable reports, ad-hoc online reporting, and automated alerts for court case management.	Available with customisation	
5	Electronic service	Supports national and cross-border electronic service of court documents, hearings, videoconferencing, and decrees.	Available with customisation	
6	Electronic signatures	The system shall be capable of accepting electronic signatures, allowing documents to be signed digitally.	Available out-of-the-box	
7	Electronic payment	The system shall allow the parties, lawyers, or other stakeholders to be able to pay court fees and fines online.	Available out-of-the-box	
8	Remote Access	The system shall allow remote access to court documents by the parties and other stakeholders. It should also allow remote participation during hearings.	Available out-of-the-box	
9	Archiving	The archiving strategy shall be discussed in detail with the contracting authority in order to safeguard the availability and any applicable retention policies. The possibility of Hot and Cold Storage solutions available, balancing overall costs, data retrieval and availability shall also be explored.	Available with customisation	
10	Security	The system needs to have strong security protocols to protect the digital files from unauthorised access or breaches.	Available with customisation	

ID	Requirement	Short Description	Availability	Availability Date
11	Dashboard	The system should provide customisable dashboards according to the user roles and access rights such as dashboards for the judiciary, the administration, and the professional users.	Available with customisation	
12	Case Management	Manages court cases from initiation to archiving, tracking all case details, integrating functions, and providing access to all involved parties.	Available out-of-the-box	
13	Verbali	Allows input, amendment, and locking of minutes for court proceedings, reflecting outcomes and scheduling next sittings, with notifications and hall usage tracking.	Available out-of-the-box	
14	Virtual Sittings	The system shall provide for the possibility of having a virtual court room and all the proceedings shall be recorded, aided by sittings information such as duration and date, and automated transcripts. Parties shall be notified by email with a link to access the virtual sitting via the notification function.	Available with customisation	
15	Transcripts	Apart from the provision of automated transcripts, the system shall allow the users to upload transcripts pertinent to the case. Once transcriptions are uploaded on the system, the latter shall automatically generate the transcripts' costings, resulting in the amount due (billing) to the transcriber for each uploaded transcript.	Available out-of-the-box	
16	Exhibits	Manages exhibits in two sections: scanned documents and a database for physical exhibits with photos, descriptions, and movement tracking.	Available out-of-the-box	
17	Experts	Registers appointed experts, allows online report submissions, and computes expert fees with approval requests	Available out-of-the-box	
18	Digital Media	This section would serve as a repository for any digital media that is exhibited in the proceedings.	Available with customisation	

ID	Requirement	Short Description	Availability	Availability Date
19	Summons	Enables issuing and sending summons with attachments, delivery notifications, and printing options.	Available out-of-the-box	
20	Court Notices	The system should provide for the electronic publication of court notices, both on monitors in the court building and online.	Available with customisation	
21	Hall Usage	Manages courtroom details, booking/cancellation, and links with the Verballi function for new sittings, allowing user intervention	Available out-of-the-box	
22	Applications/Decrees	Upload case applications and decrees, with notifications sent to relevant parties upon registration.	Available out-of-the-box	
23	Schedules of Deposit	Register deposit schedules, link to cases, notify on withdrawal prohibitions, and alert on withdrawal requests.	Available out-of-the-box	
24	Warrants	Register/search warrants, manage statuses, handle secret warrants, and block deposits for freezing orders.	Available out-of-the-box	
25	Judgments Drafting and Publishing	Online editor for drafting judgments, AI usage to retrieve target information from past judgements and the laws, anonymisation, visibility control, and automated notifications.	Available with customisation	
26	Fines	Manage court fines, payment notices, defaults, conversions to imprisonment, and notify CCF and Police.	Available out-of-the-box	
27	Registers	Provide and update register data, migrate existing data, and integrate with national/EU registers.	Available with customisation	
28	Management Console	Administer user accounts, assign access rights, and manage lists of courts, offences, and procedures.	Available out-of-the-box	
29	Online Submissions Interface	Web-based service for submissions, payments, receipts, notifications, refunds, and payment history management.	Available with customisation	
30	Financial & Analytics Interface	Generate customisable financial reports, SEPA files, and statistical	Available with customisation	

ID	Requirement	Short Description	Availability	Availability Date
		data, with preset and specific reporting options.		
31	Judicial Sales	Link judicial sales to cases, appoint experts, ensure visibility, and process sales online via e-Auction.	Available with customisation	
32	Taxation	Calculate judicial costs, email bills, issue hard copy reports, and accept online payments for registry fees.	Available with customisation	
33	Bail Management	System database for bail conditions, notifies entities of changes affecting ID cards or passports.	Available with customisation	
34	Examination of the accused	Function for inputting accused's answers in complex evidence compilations.	Available out-of-the-box	
35	Jury	Mirrors jury procedure, stores juror lists, publishes lists, issues summons, and randomly selects jurors.	Available out-of-the-box	
36	Jury Interface	Jury interface for electronic viewing of case documents on tablets during trials.	Available with customisation	
37	Prosecution Module Interface	Web-based service for filing cases, uploading documents, classifying charges, and presenting police reports.	Available with customisation	
38	Criminal Records Basic Functionality	Develop criminal records functionality, migrate data, test and deliver system, and create internal portal for CRO staff.	Available with customisation	
39	Criminal Records complete functionality including integrations and enhancements	Develop criminal records functionality, refine requirements, integrate with e-ID and GPG, create internal and public portals for conduct certificates, and ensure automated updates and checks.	Will be available	22.10.2026 (Milestone 4)
40	Government High-Level ICT Blueprint	Ensure compliance with Government High Level ICT Blueprint-v6.0, covering Magnet, Govnet, Object Directories, Data Centres, Clients, SHE/Microsoft Azure, ISP Services, and eGovernment Shared Services.	Available out-of-the-box	
41	Hosting Environment	The contracting authority provides virtual hosting; the bidder must manage environments, identify	Available out-of-the-box	

ID	Requirement	Short Description	Availability	Availability Date
		resources, and ensures optimal, cost-effective performance.		
42	Online System Requirements	Online systems must be responsive, cross-browser compatible, accessible (WCAG 2.1 AA), secure, and support frequent updates without third-party links.	Available out-of-the-box	
43	Testing and Quality Assurance	Provide complete testing program and QA	Available out-of-the-box	
44	Multiple Federated Identity Providers	Support multiple federated identity providers via SAML, provide SSO functionality using B2C protocol.	Available out-of-the-box	
45	Integration with Notification Gateway	Integrate with the Notification gateway to send SMS and email notifications.	Available out-of-the-box	
46	Integration with Payment Gateway	Integrate with the Payment gateway to support online payments.	Available out-of-the-box	
47	Platform Agnostic	The solution must be Accessible on all platforms (Windows, Android, iOS), compatible with HTML5 and major browsers (Edge, Chrome, Firefox, Safari).	Available out-of-the-box	
48	Demonstration	Bidder must provide a free demonstration of the MIS solution in Malta if requested, with all costs borne by the bidder.	Available out-of-the-box	

60. It is evident from the above table, which was completed and submitted by all tenderers through their tenders, that the Appellant offered **twenty-seven (27)** out of forty-eight (48) functionalities as *“immediately available out of the box”* (i.e. 56% of the features), **twenty (20) functionalities** as *“available with customization”* (i.e. 42% of the features) and **only one (1) functionality**, scheduled for availability on 22.10.2026 (i.e. 2% of the features), in accordance with the instructions and the milestones set out in the tender dossier. Importantly, the latter functionality requires, as analysed above, customization upon implementation of the corresponding basic functionality. Therefore, the overall readiness of the Appellant’s system is fully comparable to that of the Recommended Bidder and cannot reasonably be assessed as being far behind or, in any case, at a mere thirty percent (30%) level.

61. The Contracting Authority has failed to provide the Appellant with the relevant table from the Recommended Bidder's submission, despite the Appellant's formal request dated 18.02.2026 (see Annex 2b). Consequently, the Appellant was unable to perform a direct comparison of the readiness and availability of functionalities between the two tenders. Notwithstanding this, the Appellant possesses extensive knowledge of the eJustice / eCourts market, including the Armenian market, where it is a government contractor and is familiar with the product offered by the Recommended Bidder through direct engagement and commercial discussions with the key partner of the said consortium, i.e. Synergy International Systems Inc. As evidenced by correspondence with executives of the latter (see indicatively Annex 5), the Appellant had access to presentations, product factsheets and webinar recordings of the product offered by the Recommended Bidder, which demonstrate that said system **does not provide the same level of out-of-the-box readiness as the Appellants' solution**. The Appellant, therefore, respectfully reiterates its request that the Contracting Authority disclose the Recommended Bidder's response under Criterion C.2, including the detailed table of functionalities, in order to allow a proper, objective and proportional comparison between functionalities that are immediately available and those requiring customization. For the avoidance of any misconception, this request is by no means to be regarded as a "*fishing expedition*", but is grounded on reasonable and justifiable concerns about the Recommended Bidder's offer. These concerns are based on the Appellant's knowledge of the market and of the product used by the key partner of the latter.
62. Given the above, it is evident that the total scores awarded under this criterion (Appellant: 3/10 and Recommended Bidder: 8/10) **do not accurately reflect the actual level of readiness of the respective systems, nor do they constitute a genuine comparative assessment of the two solutions in terms of functionality availability and customization requirements**. The scoring appears disconnected from the factual implementation status and the disparity between the scores is so extensive that it exceeds any form of reasonable margin of discretion. It fails to consider the extent to which the required functionalities are already available out-of-the-box or require only limited customization.
63. Consequently, the evaluation does not demonstrate a coherent, objective and proportionate comparison between the competing solutions. It is wholly unreasonable to assign a score of three (3) out of ten (10) to a system where ninety-eight percent (98%) of the functionalities are already available and less than half of them require customization. In comparison, the Appellant's solution is objectively more ready than the solution of the Recommended Bidder. Even without access to the corresponding table from the

Recommended Bidder, market knowledge and experience in the field of eJustice / eCourts systems, including familiarity with the Recommended Bidder's product, allow the Appellant to assume that the readiness of its system is substantially higher. Moreover, the readiness of the Appellant's solution is clearly not at a level as low as thirty percent (30%), thereby demonstrating, in any case, a manifest error of assessment by the evaluators.

64. Furthermore, the scoring is inconsistent with the tender dossier, which explicitly provides that the enhanced functionality (Functionality No. 39) is to follow the customization of the basic functionality (Functionality No. 38), in accordance with the project milestones. Penalizing the Appellant for adhering to this staged implementation constitutes a manifest error of assessment, unequal treatment and a clear misinterpretation of the tender requirements.
65. In light of the above, the Appellant respectfully requests that the Board **annul the contested evaluation and the resulting award decision** based on the grievance that the Contracting Authority failed to apply **the award Criterion C.2** proportionately, objectively and in strict accordance with the tender specifications and the evaluation methodology laid down in the tender dossier. Alternatively, the Appellant requests that the **Board order the recalculation of the scores awarded** under this **Criterion**, strictly in accordance with the published award criteria and the evaluation framework set out in the tender documentation, so as to accurately reflect the actual readiness of the Appellant's system, the correct sequencing and staged implementation of functionalities and the proportion of features already available versus those requiring customization.

D. FOURTH GROUND OF APPEAL: Violation of Article 57 paragraph 4 c) of the Directive 2014/24/EU and the tender specifications, due to non-fulfilment of the non-exclusion criteria by the Recommended Bidder.

66. The Appellant further submits that the contested award decision is unlawful on the additional ground that the key partner of the consortium of the Recommended Bidder does not fulfil the applicable non-exclusion criteria relating to professional integrity and reliability, as required under the tender dossier and the governing public procurement framework.
67. More specifically, according to **Article 57 paragraph 4 c) of the Directive 2014/24/EU**, *"Contracting authorities may exclude or may be required by Member States to exclude from participation in a procurement procedure any economic operator in any of the following*

situations: [...] (c) where the contracting authority can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable”. According to settled case-law of the Court of Justice of the European Union, the concept of “*professional misconduct*”, for the purposes of that provision, covers all wrongful conduct which has an impact on the professional credibility of the operator at issue and not only the infringements of ethical standards in the strict sense of the profession to which that operator belongs (see, to that effect, judgment in Forposta and ABC Direct Contact, EU:C:2012:801, paragraph 27, and Case C-470/13, Generali-Providencia Biztosító Zrt v Közbeszerzési Hatóság Közbeszerzési Döntőbizottság, ECLI:EU:C:2014:2469, paragraphs 35-36). In those circumstances, the commission of an infringement of the competition rules or a criminal offense, in particular where such actions are penalised by a fine, constitute cause for exclusion under Article 57 paragraph 4 c) of Directive 2014/24/EU.

68. The above provision is fully aligned with Recital 101 of the same Directive, according to which, Contracting authorities should “*be given the possibility to exclude economic operators which have proven unreliable, for instance because of violations of environmental or social obligations, including rules on accessibility for disabled persons or other forms of grave professional misconduct, such as violations of competition rules or of intellectual property rights. It should be clarified that grave professional misconduct can render an economic operator’s integrity questionable and thus render the economic operator unsuitable to receive the award of a public contract irrespective of whether the economic operator would otherwise have the technical and economical capacity to perform the contract. Bearing in mind that the contracting authority will be responsible for the consequences of its possible erroneous decision, contracting authorities should also remain free to consider that there has been grave professional misconduct, where, before a final and binding decision on the presence of mandatory exclusion grounds has been rendered, they can demonstrate by any appropriate means that the economic operator has violated its obligations, including obligations relating to the payment of taxes or social security contributions, unless otherwise provided by national law. They should also be able to exclude candidates or tenderers whose performance in earlier public contracts has shown major deficiencies with regard to substantive requirements, for instance failure to deliver or perform, significant shortcomings of the product or service delivered, making it unusable for the intended purpose, or misbehaviour that casts serious doubts as to the reliability of the economic operator.*”.
69. Further to the above, in Section 1 “Instructions to Tenderers”, Article 5 “Selection and award requirements” of the tender dossier, it is explicitly stated that: “(B) Exclusion

(including Blacklisting) and Selection Criteria – information to be submitted through the European Single Procurement Document (ESPD) in the tender response format (Note 2). The Exclusion (including Blacklisting) criteria are to be completed by the Economic Operator in the ESPD (Tender response format) under Part III titled 'Exclusion Grounds' which includes the following: Grounds relating to Criminal Convictions, Grounds relating to the payment of taxes or social security contributions, Grounds relating to insolvency, conflicts of interests or professional misconduct, Purely national exclusion grounds.” (see Annex 4, page 5).

70. Given the above and taking into account publicly available information regarding the key member of the consortium of the Recommended Bidder, i.e. Synergy International Systems Inc., and its management, including ongoing criminal proceedings for corruption and fraud in the context of public procurement in Armenia, the Appellant respectfully submits that the Recommended Bidder **does not satisfy the integrity and reliability requirements established by both the tender dossier and EU law**. Accordingly, the Contracting Authority was obliged to exclude this economic operator under Article 57, paragraph 4 c) of Directive 2014/24/EU.
71. In concrete terms, according to information available in the public domain / press (see **Annexes 6a-6e**), the founder / beneficial owner of this company, the Minister and Deputy Minister of Finance of Armenia and five (5) executives of the above company (i.e. eight people in total), were arrested last year for corruption in public tendering in Armenia. According to the same sources, most of them were also imprisoned.
72. The said case of fraud concerned a call for tenders, where Synergy International Systems Inc. and a number of third parties manipulated a tender, breaching the law, causing a serious harm to the national budget of Armenia. Some employees of the said company involved testified about circumstances that were essential to criminal proceedings in order to achieve a preferential treatment and were released from prison. However, the alleged beneficial owner of the company and other representatives as well as the Deputy Minister remain imprisoned or house arrested².
73. In this respect, the Appellants respectfully submit that the Contracting Authority had a duty to verify that all participants, including the Recommended Bidder's above key partner, complied with the non-exclusion criteria relating to professional integrity and reliability, as expressly required under the tender dossier and the applicable public procurement law. However, to date, the Contracting Authority has not disclosed any

² <https://www.civilnet.am/en/news/764844/armenias-economy-minister-indicted-in-corruption-probe-this-week-in-business/#:~:text=Vahan%20Kerobyan,%20Armenia%27s%20former%20Economy%20Minister,%20was,arrest%20as%20part%20of%20a%20corruption%20probe.>

information regarding investigations undertaken or confirmations obtained from the Recommended Bidder concerning the ongoing criminal proceedings and potential prior exclusions affecting the Recommended Bidder. The Appellant is therefore unable to assess whether the exclusion and professional integrity requirements have been properly applied. In any case, it stresses that it would be short-sighted and would reflect negatively on the Contracting Authority, if the contract for an IT system of the Courts of Justice that should be the foremost standard-bearer of legality and integrity, were to be awarded to a bidder tainted with criminal proceedings. This Honourable Board will surely recall that a contract procedure for the lease of car rental vehicles to the judiciary was, in fact, cancelled on the basis of similar concerns.

74. In light of the above, the Appellant respectfully requests that the Board acknowledge that the absence of disclosure by the Contracting Authority prevents a proper assessment of the Recommended Bidder's compliance with professional integrity obligations and non-exclusion criteria and order the annulment of the contested award decision, due to this ground of appeal, in accordance with the tender dossier and applicable law.

III. Additional irregularities identified in the evaluation process and reservation for submission of additional grounds of appeal

75. The Appellant further submits that it has identified additional irregularities in the evaluation process.
76. Purely indicatively, according to the tender specifications, tenderers should under Criterion I.1: *"Demonstrate how the solution will provide an intuitive user interface design for easy navigation and accessibility"*. The evaluators provided the following comment to justify the scoring of the Appellant's technical offer: *"The virtual sittings feature was presented as an autonomous module with minimal or no integration with the actual system where users have to manually upload data from the external module to the actual system"*.
77. This comment clearly shows that the evaluators used a new, unknown criterion. The Appellant stresses that the virtual sittings feature is in fact integrated in the system it provided, which forms part of the case management module. Through this module, meetings regarding a specific case can be managed, notifications to participants are sent and the links to join a meeting are made available. The evaluators comment negatively the approach presented by the Appellant to upload the meeting notes as a case document in the Case Management module, instead of adding them automatically to the case documents. However, this is nowhere in the tender dossier set as requirement. What is more the Appellant stresses that the solution offered includes also this mode. With this in

mind it is clear that the evaluators committed another serious error of assessment, using a new and unknown criterion.

78. A similar situation is observed in the case of Criterion J.2, under which tenderers were requested to: *“Provide how the Bidder is exploring and integrates emerging technologies such as artificial intelligence, machine learning, and blockchain for enhanced efficiency and security”*. The evaluators made the following comment and awarded only one (1) point to the Appellant: *“The bidder, in contrast with the actual writeup provided, did not demonstrate any actual or future readiness for innovation technologies such as artificial intelligence, machine learning, and blockchain or automation features in supporting business and judiciary decisions and future innovation as requested.”*
79. From the above comment, it is clear that the evaluators disregarded the tender of the Appellant and thus they committed a manifest error of assessment, since, in contrast to what the evaluators reported, the Appellant demonstrated in its tender innovative technologies, such as the following: (a) Machine Learning: the Case Nature of a case/police report can be automatically classified through its description, using machine learning, and (b) Automation: a Case is automatically assigned to a Judiciary, based on their availability/experience. With the above in mind, at least two (2) of the areas flagged as allegedly missing (i.e. AI and machine learning), were clearly offered by the Appellant, and this demonstrates a manifest error of assessment.
80. However, in the absence of the full evaluation reports requested but not to date provided by the Contracting Authority and the complete reasoning underpinning the scoring awarded to both its technical offer and the Preferred Bidder’s one, it is not in a position to articulate all corresponding grounds of appeal with the required precision. The Appellant therefore reserves its right to raise further and more detailed pleas upon disclosure of the complete evaluation documentation.
81. To sum up, Appellant respectfully reserves the right to submit further or supplementary grounds of appeal upon disclosure of the information requested from the Contracting Authority relating to the Recommended Bidder’s compliance with selection and exclusion criteria, professional integrity, award criteria or any other aspect of the tender procedure. This reservation is made to safeguard the Appellant’s rights to challenge any irregularities, inconsistencies or breaches of the tender documentation and applicable public procurement law that may only become apparent upon disclosure of the said requested information, without prejudice to the grounds of appeal already submitted.

82. In light of the foregoing, and for any other reasons that may be brought in due course at law, the Appellant respectfully requests that the Public Contracts Review Board:

- a. Take due consideration of all circumstances described of this Appeal, and consequently declares that the Contracting Authority's Award decision, dated 17.02.2026 is wrong and/or unlawful;
- b. Uphold the Appellant's concerns and grievances and consequently annul, quash and/or revoke the Contracting Authority's Award decision, dated 17.02.2026;
- c. Order the Contracting Authority to grant the Appellants access to all information previously requested, in order to enable full review of the award decision of the Contracting Authority, dated 17.02.2026, and the submission of potential additional grounds of appeal;
- d. Order the Contracting Authority to re-evaluate all bids received in the tender procedure at issue, ensuring that the re-evaluation is conducted strictly in accordance with the published award criteria, the tender dossier and all clarifications issued and that any scoring or assessment is proportional, objective and transparent, particularly with regard to the readiness and staged implementation of functionalities and
- e. Direct that the deposit submitted by the Appellant be refunded in full.

Proof of payment of the deposit is attached as well as Annexes 1-6e, as indicated above, i.e. the following:

Annex 1	Contested Decision of the Contracting Authority, dated 17.02.2026
Annexes 2a-2c	Request of disclosure of information, dated 18.02.2026, and its receipt notification
Annex 3	Tender Dossier
Annexes 4a-4c	Clarification Notes No. 13, 17 and 19
Annex 5	Email correspondence with the key partner of the Preferred Bidder
Annexes 6a-6e	Articles in the Press reg. involvement in criminal proceedings

Sincerely,

Leonidas Bardis Digitally signed by Leonidas Bardis
Date: 2026.02.27 11:06:08 +02'00'

Leonidas Bardis
Managing Director
EUROPEAN DYNAMICS SA

KONSTANTINOS
VELENTZAS

Constantinos Velentzas
Managing Director

EUROPEAND DYNAMICS Luxembourg SA

Digitally signed by KONSTANTINOS
VELENTZAS
Date: 2026.02.27 11:07:12 +02'00'

Intraday information for account LU50 0141 1343 3190 0000 - BIC : CELLULL
Selected transaction(s)

Account :	LU50 0141 1343 3190 0000	Bank : ING
Account holder :	EUROPEAN DYNAMICS LUXEMBOURG S.A.	Entry date :
		Value date : 26/02/26
		Statement no. : 106
		Description : CASHIER MALTA GOVERNMENT MALTA GOVERNMENT REFERENCECT 3021/2024
		Amount : -50 000,00
Value date	26/02/26	
Transaction type	TRF Transfer	
Transaction motivation	MALTA GOVERNMENT REFERENCE CT 3021/2024	
Amount	-50 000,00 EUR	
Counterparty	CASHIER MALTA GOVERNMENT	
Client reference	MALTA GOVERNMENT	
Bank reference	8640565563	
