



27<sup>th</sup> April 2026

Public Contracts Review Board  
Notre Dame Ravelin,  
Floriana,  
Malta

Reactilab Limited [TID 233525]

vs

[1] Central Procurement & Supplies Unit; and

[2] Medina Healthcare Limited

CPSU 6399/2025

**Tender Name:** Tender for the Supply of Sterilization Reels (Various Sizes)

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#### LETTER OF REPLY

Whereas, the Central Procurement and Supplies Unit (*hereinafter* **CPSU**) issued a call for tenders for the Supply of Sterilisation Reels (Various Sizes)

Whereas, Messrs. Medina Healthcare Limited (*hereinafter* "**recommended bidder**") were recommended for award by virtue of a letter dated 10<sup>th</sup> April 2026

Whereas, by means of a letter dated 17<sup>th</sup> April 2026 [submitted 20<sup>th</sup> April 2026], **Reactilab** Ltd (*hereinafter* "**appellants**") filed an objection with the Public Contracts Review Board (*hereinafter* "**PCRB**")

Whereas the recommended bidder is submitting its reply, in accordance with article 276[c] of the public procurement regulations (*hereinafter* "**PPR**"), as follows:-

**1. Reply No: 1 Misinterpretation and unduly restrictive application of Specification 2.9**

1.1 The Appellant's first grievance relates to an alleged misinterpretation of provision 2.8, which requires the following:-

2.8	Expiry date must be printed or stamped on the inner carton/plastic roll.	N/A	Mandatory
Extract from tender document			

1.2 The grievance is premised on the assertion that substance should prevail over form, and that the Technical Evaluation Committee (hereinafter "TEC") adopted an unduly strict interpretation of the relevant requirement.

1.3 While the Appellant challenges the interpretation adopted, it fails to explain why it did not seek to address this issue either through a request for clarification prior to submission of its offer and/or by availing itself of the pre-contractual remedies available under Regulation 262 of S.L. 601.03.

1.4 The procurement framework establishes clear and time-bound mechanisms for challenging or seeking clarification of tender conditions, thereby ensuring transparency, legal certainty, and equal treatment among all economic operators. A failure to make use of such mechanisms within the prescribed timeframes renders any subsequent objection procedurally improper.

1.5 Moreover, by electing to participate in the tender under the published conditions, the Appellant must be deemed to have accepted those conditions in their entirety. It is a well-established principle that a tenderer cannot, after submission, seek to challenge or reinterpret the very terms upon which it chose to compete. To permit such a course of action would undermine legal certainty and the integrity of the procurement process, while also prejudicing other participants who duly complied with the published requirements.

**2. Reply No: 2 Failure to properly distinguish between clarification and rectification**

2.1 A request for clarification is not a mandatory obligation on any Contracting Authority. Conversely, tenderers are under a duty to ensure that their submissions are compliant ab initio, in accordance with Regulation 62(1) of S.L. 601.03.



- 2.2 The Appellant appears to expect that the Contracting Authority ought to remedy deficiencies in its offer by requesting clarifications. However, clarifications constitute a discretionary tool which the TEC may, but is not obliged to, utilise where it deems appropriate, necessary, and proportionate.
- 2.3 In any event, and without prejudice to the above, any clarification would not have altered the outcome of the evaluation. The Appellant's offer was, and remains [irrespective of any clarification process] non-compliant with the tender requirements.

**3 Reply No: 3 Disproportionate exclusion and failure to assess substantive compliance**

- 3.1 The Appellant characterises the actions of the TEC as “disproportionate” and as failing to “reflect a proper assessment of the requirement in substance.” This third grievance is, in essence, a reiteration of the first grievance, seeking to impugn the TEC's decision through an *ex post facto* reinterpretation of a clearly worded requirement.
- 3.2 Such an approach is impermissible and should not be entertained at this stage. Any deviation from the established tender requirements would constitute a clear breach of the principle of self-limitation. As previously held by this Honourable Board in Case 1665 of 2021 (27 December 2021):

*'This Board opines that the Evaluation Committee did not observe the principle of Self-Limitation when it deemed the Appellant's offer as technically non-compliant when it adjudged the equipment of the Appellant company on issues not included within the Tender Dossier'*

- 3.3 In light of the foregoing, any departure by the TEC from the established evaluation criteria would amount to a breach of this doctrine, as it would necessarily entail an assessment based on specifications and conditions not contemplated in the tender document.

**NOWTHEREFORE**, whilst reserving the right to put forward further submissions, the recommended bidder is hereby requesting the PCRB to reject the appeal filed by the appellant.

A handwritten signature in black ink, appearing to be 'Matthew Paris', written over a horizontal line.

**Dr Matthew Paris LL.D**  
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**Dr Zack Esmail LL.D**  
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