

PUBLIC CONTRACTS REVIEW BOARD

Case 2243 – SPD7/2025/060 – Leasing of 25 A4 Multifunctional (Desktop) and 26 A3 Heavy Duty Multifunctional (Free Standing) Energy-Efficient Imaging Equipment with Reduced Environmental Impact

19th May 2026

The Board,

Having noted the letter of objection filed by Dr Keith Borg and Dr Analise Magri on behalf of Office Group Limited, (hereinafter referred to as the appellant) filed on the 29th March 2026;

Having also noted the letter of reply filed by Dr Leon Camilleri and Dr Alexia J Farrugia Zrinzo acting for and on behalf of Servizz.gov Agency (hereinafter referred to as the Contracting Authority) filed on the 7th April 2026;

Having heard and evaluated the testimony of the witness Mr Andrea Peresso (ID no. 84480M), as summoned by Dr Analise Magri for and on behalf of Office Group Limited (hereinafter referred to as the Appellant);

Having heard and evaluated the testimony of the witness Mr Robert Micallef (ID no. 137874M), as summoned by Dr Analise Magri for and on behalf of Office Group Limited (hereinafter referred to as the Appellant);

Having heard and evaluated the testimony of the witness Mr Henry Cipriott (ID no. 2685M), as summoned by Dr Leon Camilleri for and on behalf of Servizz.gov Agency (hereinafter referred to as the Contracting Authority);

Having taken cognisance and evaluated all the acts and documentation filed, as well as the submissions made by the legal representatives of the parties;

Having noted and evaluated the minutes of the Board sitting of the 12th May 2026 hereunder reproduced.

Minutes

Case 2243 - SPD7/2025/060 – Leasing of 25 A4 Multifunctional (Desktop) and 26 A3 Heavy Duty Multifunctional (Free Standing) Energy Efficient Imaging equipment with Reduced Environmental Impact.

The Tender was issued on the 26th of January 2026, and the closing date was 13th of February 2026.

The estimated value of the tender, excluding VAT, was €346,368.00

On 29th of March 2026, Office Group Limited, lodged an appeal against Servizz.gov Agency, the Contracting Authority.

On the 12th of May 2026, the Public Contracts Review Board (PCRB), composed of Mr Kenneth Swain as Chairman, Dr Ing. Damien Gatt and Mr Lawrence Ancilleri as members, convened a public hearing to consider the appeal.

A deposit of €1,731.84 was paid.

There were Five bids.

The attendance for this public hearing was as follows:

Appellant – Office Group Limited

Dr Analise Magri – Legal Representative

Dr Keith Borg – Legal representative

Mr Robert Micallef – Company Representative

Mr Andrea Peresso – Company Representative

Contracting Authority – Servizz.gov Agency

Dr Alexia Farrugia Zrinzo– Legal Representative

Dr Leon Camilleri -- Legal Representative

Mr Henry Cipriott – Chairperson

Mr Jesmond Sciberras – Evaluator

Mr Jonathan Zammit – Evaluator

Ms Mireille Vercellono - Evaluator

Ms Marion Abela Taliana – Secretary

Ms Chantelle Vassallo Shead – Contracting Authority Representative

Recommended Bidder – SG Solutions Limited

Dr Andrew Galea Salamone – Legal Representative

Mr Edwin Attard – Company Representative

Opening Statements

The Chairman welcomed the parties present and formally opened Case Number 2243 in the records of the PCRB. The Chairman identified the Appellant as Office Group Limited, the Contracting Authority as the Servizz.gov Agency, and representative of the recommended bidder, SG Solutions Limited.

The Chairman, Mr Kenneth Swain, informed both parties that Dr Ing. Damien Gatt, a member of the PCRB, was participating online. Dr Analise Magri for Office Group Ltd., and Dr Leon Camilleri for Servizz.gov Agency, the Contracting Authority, both raised no objection.

The Chairman invited the legal representative for the Appellant to make the initial submissions.

Initial Submissions

Initial Submissions by Dr Analise Magri (for the appellant)

Dr Magri noted that the answers given by Servizz.gov were not exact. They were stating that the appellant changed the uploaded formula on the portal. The formula was not in an editable format,

and Office Group copied, pasted, and replicated the document, filled in all the required details, and submitted it again.

Office Group did not prejudice the transparency of the process. The formula remained as it was. The second issue concerned section 3.10, exhibited as document B, with the objection of the appellant.

Columns 4 and 5 were not applicable; however, Office Group provided more information than requested. It is not correct to say that the appellant did not respond to any specifications.

Initial Submissions by Dr Leon Camilleri (for the Contracting Authority)

Dr Camilleri noted that the technical offer form was in PDF version, with various means available to edit it. The reason given by the appellant was not valid. This was Note 3 and could never be adjusted.

Regarding section 3.10, there were two columns: one titled *'Technical Response from bidder'*, where one had to indicate yes or no. The other column, *"Reference in Literature"*, required references 1, 2, and 3 to be indicated by the bidder in the literature, while 4 and 5 were not applicable.

When this technical offer form was replicated, *'not applicable'* was written in the section where one had to submit the response. This was unacceptable for the Contracting Authority, as the answer had to be yes or no. The Contracting Authority could not praise the appellant for submitting something that was not requested.

The Contracting Authority had to reject the offer, as the appellant wrote *'not applicable'* where they should have written yes or no. At the top of the original technical offer form, there was a description, technical response from bidder (yes or no), and *'reference in Literature'*.

Initial Submissions by Dr Andrew Galea Salamone (for the preferred bidder)

Dr Galea Salamone worked with SG Solutions Ltd. He stated that their offer was the cheapest technically compliant offer and that they had submitted a technical offer questionnaire under Note 3. This document was definitive. The lack of *'yes or no'* meant that there was no commitment. He quoted:

"Tenders that fail to complete and upload the requested information will be deemed as non-compliant and will not be considered further for final adjudication" and,

"The information technical specifications provided in the below table shall not be subject to rectifications".

The General Rules state:

"No Rectification shall be allowed in respect of the documentation as accompanied by Note 3 in Clause 5 of the Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be requested".

Dr Camilleri told the Board that before the hearing, the appellant presented two documents that were the financial bid forms. (These were document C and document D.) The initial appeal was about the technical offer form.

Dr Magri noted that the witness was about to testify about them.

The Board noted that the questions asked were to be in line with the grievances of the appeal.

Witness Testimonies

Mr Andrea Peresso (ID no. 84480M), summoned by Dr Analise Magri

Mr Peresso had been taking care of sales and tendering with Office Group Ltd. for the last eleven years. He was involved in the research and submission of this tender. The tender was a PDF with limited space in which to write. He made a reproduction of the form, with all the specifications, in an XL form. He uploaded all the data sheets.

One of the requests was misleading, and he wrote '*not applicable*'. A clarification could have been requested because there were unclear points. Referring to documents B and C, regarding the requirements of the machines requested, he quoted:

"Leasing of 25 desktop equipment and 26 A3 MFP's free standing, energy efficient with reduced environment impact with fully maintenance agreement for a period of 4 years".

He submitted document C. Referring to section 3.10, points 4 and 5, Mr Peresso did not write 'yes or no'; however, he submitted literature to show that they were compliant with the requests. When it came to the submissions, he communicated about the financial bid.

Dr Leon Camilleri objected because the appeal was about the technical offer form.

Dr Magri mentioned that Office Group Ltd. were directed to change certain things as a comparison in the financial bid form.

Dr Camilleri insisted that the Contracting Authority decided on the technical compliance. The evaluation starts with the administrative stage, followed by the technical and financial stages. If they had to discuss the financial aspect, they would be discussing matters outside the parameters of the appeal.

Dr Magri insisted that if they could alter the financial bid form, why could they not alter the technical offer questionnaire.

The Board upheld the objection.

Cross-Examination by Dr Leon Camilleri

Dr Camilleri agreed with the witness that the tender was completed by himself. The witness replicated the form on an XL file. The witness did not ask for clarification about clause 3.10 when he saw '*not applicable*'. Although he thought that this point was misleading, he did not ask for a pre-contractual remedy.

Mr Peresso saw N/A in clause 3.10, points 4 and 5, and assumed that it was not applicable. In the replicated form, the witness wrote N/A in the column '*Reference in Literature*'.

Mr Robert Micallef (ID no. 137874M), summoned by Dr Analise Magri

Mr Robert Micallef, Managing Director of Office Group Ltd., discussed all the submissions of the tender with Mr Peresso.

They saw that the form had limited writing space and decided to replicate the template by copying and pasting the technical offer form. They thought that completing this template was more professional. There were other cases where this was accepted. In Clause 3.10, under points 4 and 5, there was N/A in *“Reference in Literature”*, and he could not understand how a ‘yes or no’ was required when the reference was not applicable.

He quoted clause 4:

“User instructions for green performance management – A guide shall be provided with instructions on how to maximise the environment performance of the particular imaging equipment (covering paper management functions, energy efficiency functions and of any consumables such as ink and/or toner cartridges) in written form as a specific part of the user manual and/or in digital form accessible via the manufacturers website”.

He asked whether this could be answered by a yes or no. The tender asked for a guide, and they answered with:

“User manuals include environmental features guidance”.

This meant yes, as the user manuals included the requested guidance. It was misleading, as guidance was requested without a reference. He quoted Point 5:

“Resource efficiency for cartridges: Design for reuse of toner and/or ink cartridges (Requirement not applicable for imaging equipment not using cartridges) – The products must accept remanufactured toner and/or ink cartridges. Devices and practices that would prevent reuse of toner and/or ink cartridge (i.e. anti-reutilisation devices/practices) should not be present or applied”.

He noted that at one point it said ‘not using cartridges’ and then referred to ‘ink cartridges. He quoted:

“Konica Minolta uses Simitri polymerised toner technology; cartridge remanufacturing compatibility per manufacturer specifications”.

The appellant’s answer proved that they met all the requirements, yet, the cheapest offer was not accepted because of a missing yes or no, even though the appellant provided all the guidance.

Cross-Examination by Dr Leon Camilleri

The witness did not feel the need to request clarification, as all they did was replicate the form with the same content. Dr Camilleri insisted that the front covers of the technical offer form on the ePPS and the one submitted were different.

The witness said that they gave more information than requested. On the page containing clause 3.10, the form was not replicated exactly, as one column originally said, ‘technical response from the bidder’, whereas the submitted version said only ‘Response’.

The witness said that they gave more information when they were asked to write yes or no. He insisted that the questions could not be answered with a simple 'yes or no'.

Mr Henry Cipriott (ID no. 2685M), summoned by Dr Leon Camilleri

Mr Cipriott was the Chairperson of the Evaluation Board. The evaluators realised that the form submitted by the appellant was not identical to that uploaded on the ePPS, mainly the front page and the page containing Clause 3.10.

The front page lacked the last paragraph stating, "*Tenderers that fail to complete and upload the requested information will be deemed as non-compliant*", and they switched the 'N/A' with the reference in literature in clause 3.10. No request for clarification was made.

Cross-Examination by Dr Analise Magri

Dr Magri asked the witness for the reason why N/A was in the column "*Reference in Literature*". The witness said that there was no need for a reference for those two criteria. The bidder had to indicate yes or no. The formula uploaded was a PDF which was editable.

Dr Keith Borg from Office Group Limited asked whether this particular form could be edited.

Mr Cipriott said that it could not be edited if they meant removing content and writing whatever they liked. This was not a Word document. The columns in this form could have been completed on the computer. There was an option either to complete the form in PDF format or print the document, fill it in by hand, and scan and upload it.

The witness said that the appellants were not compliant because the official template differed from the one submitted.

Re-Examination by Dr Leon Camilleri

Dr Camilleri clarified with the witness that a 'yes or no' had to be written in the technical response, and for "*Reference in Literature*", they could have indicated the page reference to corroborate the offer.

Final Submissions

Final Submissions by Dr Keith Borg (for the appellant)

Dr Borg stated that if the appellant could write in the box, the Contracting Authority would not have said that it could have been handwritten. It was not editable because, if it had been, no one would have taken the trouble to reprint it. It is true that some instructions were left out.

An identical formula was proposed yet deemed technically non-compliant. Our grievance was proved and the decision should be changed.

Final Submissions by Dr Leon Camilleri (for the Contracting Authority)

Dr Camilleri referred to the technical offer form. The appellants said that it was not editable. On his computer, Dr Camilleri had an edit function and could write wherever he wanted. Any PDF was

editable. The appellants filled in other boxes. They chose to reproduce the technical offer form instead of printing the questionnaire.

The allegation that it was 'copy and paste' was not true, as seen in clause 3.10. This was Note 3 and a rectification could not be requested. The Board had the principles of self-limitation to decide upon. This form could not be changed after submission.

The Contracting Authority did not ask for any information in "*Reference in Literature*". The appellant said that the Contracting Authority should have realised that the answer was yes; however, they wrote N/A. The Evaluation Committee could not have decided otherwise.

Final Submissions by Dr Andrew Galea Salamone (for the Recommended Bidder)

Dr Galea Salamone stated that they had no difficulty filling in and submitting the form. The bidder had to show commitment by writing yes or no. The Evaluation Committee could not make a "like with like" comparison to establish that they were technically compliant.

Conclusion of the Hearing

With no further arguments presented, Chairman Mr Kenneth Swain thanked the parties and formally concluded the session.

End of Minutes

Hereby resolves:

The Board refers to the minutes of the Board sitting of the 12th May 2026.

Having noted the objection filed by Office Group Limited (hereinafter referred to as the Appellant) on 29th March 2026, refers to the claims made by the same Appellant with regards to the tender of reference SPD7/2025/060 listed as case No. 2243 in the records of the Public Contracts Review Board.

Appearing for the Appellant: Dr Keith Borg & Dr Analise Magri

Appearing for the Contracting Authority: Dr Leon Camilleri & Dr Alexia J Farrugia Zrinzo

Whereby, the Appellant contends that:

- a) It was wrongly declared **“Not Technically Compliant”** on the basis that it did not use the official Technical Offer Questionnaire template and that, in Section 3.10 (Green Public Procurement), it inserted “N/A” instead of “YES” or “NO” for items 4 and 5.
- b) It used all the documents made available on the electronic platform, but the Technical Offer Questionnaire could not be edited directly in the form provided. It therefore replicated the document and completed the required information there and submits that this should have been accepted as compliance.
- c) It is not correct to say that it failed to indicate “yes” or “no” for items 4 and 5 of Section 3.10, because those items had already been marked as “N/A” in the uploaded questionnaire itself. In its view, it followed the existing format and even provided additional information in the replicated document.
- d) Its offer was lower than that of SG Solutions Limited, who became the recommended tenderer as a result of the impugned decision.

This Board also noted the Contracting Authority’s Reasoned Letter of Reply filed on 7th April 2026 and its verbal submission during the hearing held on 12th May 2026, in that:

- a) The Contracting Authority contends that the reasons given in the rejection letter quoted in the paragraph above are valid at law and therefore the Evaluation Committee's decision is to be upheld for the reasons below.
- b) The Technical Offer Form is a Note 3 document, meaning that this cannot be changed/rectified.
- c) In the present case, the Objector chose not to adhere to the prescribed Technical Offer Questionnaire format and instead submitted a modified version of the document. Furthermore, it failed to provide the required "Yes" or "No" response for specific requirements under Section

3.10 (Green Public Procurement), namely items 4 and 5; and instead, inserted the response "N/A", accompanied by explanatory text.

- d) This approach constitutes a departure from the mandatory response structure established in the tender document.
- e) The Contracting Authority further notes the Objector's claim that the Technical Offer Questionnaire provided as part of the tender documents was not editable. This argument is unfounded and irrelevant. Even if the document was not directly editable in digital format, the Objector had several reasonable alternatives available, including printing the document, completing it manually, and submitting a scanned copy as part of its offer. Moreover, the Objector had the opportunity during the publication stage to request clarification or raise any concerns regarding the format of the Technical Offer Questionnaire, which it failed to do. The Objector cannot now rely on its own failure to seek clarification or adopt reasonable means of compliance as justification for deviating from the mandatory requirements of the tender document.
- f) The purpose of having all the bidders submitting the same Technical Offer Questionnaire is not merely out of choice, but an obligation arising out of necessity to respect the basic principles of procurement of transparency, uniformity, open competition, equality and fairness, and self-limitation; to ensure that the Evaluation Committee carries out the evaluation on equal basis and will be able to compare like-with-like when carrying out its evaluation.
- g) The Contracting Authority further submits that the choice of the Objector to use 'N/A' in its response to the Technical Offer Questionnaire, the Objector failed to provide a clear and unequivocal declaration of compliance. In the absence of a definitive 'Yes' or 'No' response, the Evaluation Committee could not establish whether the Objector was committing to comply with the requirement. Accordingly, the Objector's attempt to rely on explanatory notes or references in lieu of a clear 'Yes' or 'No' response is misplaced. The structure of the Technical Offer Questionnaire clearly requires a definitive declaration of compliance, with supporting references serving only to substantiate such declaration, and not to replace it. The Evaluation Committee is not in a position to infer or assume compliance where no explicit declaration has been made by the bidder.
- h) If the Evaluation Committee gives the Objector the chance to clarify/rectify, this would effectively lead to a change in the Technical Offer Form in breach of established rules. The fact that an essential part of the Technical Offer Form was left blank is a reason sufficient enough for the Objector's offer to be rejected.
- i) The General Rules Governing Tenders in clause 16.3 Part 3 - Technical Compliance are clear on this matter: *No rectification shall be allowed in respect of the documentation as accompanied by Note 3 in Clause 5 of the Instructions to Tenderers. Only clarifications on the submitted information in respect of the latter may be requested. No clarifications shall be allowed where there is no doubt that the submitted technical offer does not comply to the requested specifications.*

- j) In the present case, once again the Technical Offer form is a Note 3 document and no rectification can be requested, and in this case not even a clarification could be requested since clarifications could only be submitted on the submitted information, and no information was submitted by the Objector in this Part of the technical offer form.
- k) This case is not one relating to a missing formality such as a signature, which did not change the substance of the submission, but a missing part of the Technical Offer form which is essential.
- l) The Contracting Authority further emphasises that this is not a matter of form but of substance. The omission relates to the absence of a required technical declaration, which directly affects the Evaluation Committee's ability to assess compliance with the tender specifications. It is therefore a substantive deficiency and not a minor or clerical irregularity. Any attempt to characterise this omission as a formal defect is misplaced, as the requirement in question forms an integral part of the Technical Offer falling under Note 3.
- m) Strict observance of the rule relating to Note 3, especially in such a case where the missing information relates to the substance of the submission, ensures equal treatment of participants in a procurement process, which is one of the fundamental elements of public procurement.
- n) Any mistakes attributable to the Objector with regards to the information indicated in the documents falling under Note 3 and presented with the offer cannot be rectified. The Evaluation Committee can only accept the objector's offer as presented, in line with the principle of self-limitation.

This Board, after having examined the relevant documentation to this appeal and heard submissions made by all the interested parties including the testimony of the witnesses duly summoned, will now consider Appellant's grievances.

Grievance 1: The Technical Offer Questionnaire was not editable and the Appellant therefore replicated it, providing all the requested information — accordingly it ought not to have been deemed non-compliant on this basis

- The Board notes that the Appellant's witness Mr Andrea Peresso confirmed under examination that he reproduced the Technical Offer Questionnaire in a separate document rather than completing and uploading the official form from the ePPS, stating that the original document could not be edited to insert the required information directly.

- Mr Robert Micallef, Managing Director of Office Group Ltd., corroborated this under examination, explaining that the form was replicated by copying and pasting as they considered this a more professional approach, and that this had been accepted in other unspecified instances.
- The Board does not accept the Appellant's claim that the form was not editable. The Contracting Authority's reply confirms that, even if the document was not directly editable in its default digital format, reasonable alternatives were available, including printing, manual completion and re-scanning. More importantly, the evidence shows that SG Solutions Limited successfully completed the technical offer form in soft copy format through its own IT system, notwithstanding that the form had not been prepared by the Contracting Authority in a directly editable format. This materially weakens the Appellant's contention and supports the conclusion that the form was capable of being completed without departing from the prescribed tender structure.
- The Board further notes that the reproduced document submitted by the Appellant was not identical to the official form. The front page of the submitted version was missing the final paragraph stating *"Tenderers that fail to complete and upload the requested information will be deemed as non-compliant and will not be considered further for final adjudication"*, and the column originally headed *"Technical Response from the Bidder (Yes or No)"* in Section 3.10 had been relabelled simply as *"Response"* in the Appellant's version.
- The purpose of requiring all bidders to submit the same prescribed Technical Offer Questionnaire is not a mere administrative formality but a substantive obligation arising from the fundamental procurement principles of transparency, uniformity, open competition, equality and fairness, and the principle of self-limitation, as enshrined in Regulation 39 of the Public Procurement Regulations S.L. 601.03, to ensure that the Evaluation Committee carries out the evaluation on an equal basis and is able to compare like-with-like.
- The Board further notes that the Appellant had the opportunity during the publication stage to request additional information or clarification from the Contracting Authority regarding the format of the Technical Offer Questionnaire. The Appellant failed to avail itself of this remedy.
- It is the opinion of this Board that the Evaluation Committee acted in a diligent, fair and proportionate manner and in no way transgressed the principle of self-limitation.

Therefore, the Board does not uphold the Appellant's grievance on this point.

Grievance 2: Items 4 and 5 of Section 3.10 were already marked "N/A" in the official Technical Offer Questionnaire uploaded on the ePPS, and the Appellant followed that existing format while providing additional information

- The Board has examined the official Technical Offer Questionnaire as uploaded on the ePPS. A careful review of Section 3.10 confirms that in the official form, the "N/A" notation appears only in the *"Reference in Literature"* column for items 4 and 5, signifying that no literature reference was required for those two criteria. The *"Technical Response from the Bidder (Yes or No)"* column for those

same items was left blank in the official form, precisely because it was for the bidder to complete with a "Yes" or "No" declaration of compliance.

- The Appellant's reproduced document placed "N/A" in what it labelled the "*Response*" column for items 4 and 5, with explanatory text in the adjacent column. The "N/A" in the official form pertained solely to the absence of a required literature reference and did not remove the obligation to provide a compliance declaration in the Technical Response column.
- The Board accepts the Contracting Authority's submission that the two columns serve entirely distinct purposes: the "*Technical Response from the Bidder*" column records the bidder's unequivocal commitment to comply with a requirement, while the "*Reference in Literature*" column provides evidential support for that commitment. The Appellant's substitution of explanatory text for a "Yes" or "No" declaration does not constitute an equivalent response, and in the absence of an explicit declaration of compliance, the Evaluation Committee was not in a position to infer or assume compliance where no explicit declaration had been made.
- The Board further notes that the Technical Offer Questionnaire forms an integral part of the contract documentation upon award. The absence of a clear "Yes" or "No" response in the Technical Response column is therefore not a minor or clerical irregularity but a substantive deficiency, as the Appellant could have sought post-award to rely on its "N/A" entries to resist compliance with those requirements.
- The Technical Offer Questionnaire is expressly designated as a Note 3 document, as stated on the face of the form itself. Pursuant to Procurement Policy Note 40 and the General Rules Governing Tenders, Clause 16.3, Part 3, no rectification is permissible for Note 3 documentation, and only clarifications on the submitted information may be requested. No clarifications shall be allowed where there is no doubt that the submitted technical offer does not comply with the requested specifications.
- Where no compliance declaration was submitted at all, as is the case here for items 4 and 5, there is no submitted information upon which a clarification request could be grounded. As this Board held in Case 2174 (WSC/T/019/2025), a Contracting Authority may only ask an economic operator for a rectification to correct omissions when the Tender Document allows for it, and where the Technical Questionnaire is classified as Note 3, asking the Appellant to rectify or correct its omission would have been unjust to other economic operators who submitted a Technical Questionnaire free from omissions. This is further affirmed in Case 2187 (SPD2/2025/056), wherein this Board held that the Technical Offer Questionnaire serves a distinct evaluation function separate from contract execution and that its completion is mandatory under Note 3, and that it would have been unfair to have allowed the Appellant to rectify its omissions given that the Tender Evaluation Committee's hands were tied by the rules established in the Tender Document.
- It is the opinion of this Board that the Evaluation Committee acted in a diligent, fair and proportionate manner and in no way transgressed the principle of self-limitation.

Therefore, the Board does not uphold the Appellant's grievance on this point.

Grievance 3: The Appellant's financial offer was lower than that of the recommended bidder SG Solutions Limited

- The Board acknowledges that the Opening Report (Doc. 'D') confirms that the Appellant's financial offer of €141,800.00 excluding VAT was the lowest offer submitted. The Board further notes that, as per the Award Notice (Doc. 'E'), SG Solutions Limited (Tender ID 000238775) was recommended for award at a price of €179,221.40 excluding VAT, this being the cheapest technically compliant offer.
- The Board concurs with the Contracting Authority and with the submission of Dr Leon Camilleri on behalf of the Contracting Authority that the relative cost of an offer is entirely irrelevant where that offer does not satisfy the mandatory technical requirements. A technically non-compliant bid cannot be considered for award on the basis of price alone.
- It is the opinion of this Board that the Evaluation Committee acted in a diligent, fair and proportionate manner and in no way transgressed the principle of self-limitation.

Therefore, the Board does not uphold the Appellant's grievance on this point.

The Board,

Having evaluated all the above and based on the above considerations, concludes and decides:

- a) Does not uphold Appellant's Letter of Objection and contentions,
- b) Upholds the Contracting Authority's decision in the recommendation for the award of the tender,
- c) Directs that the deposit paid by Appellant not to be reimbursed.

Mr Kenneth Swain
Chairman

Mr Lawrence Ancilleri
Member

Dr Ing. Damien Gatt
Member