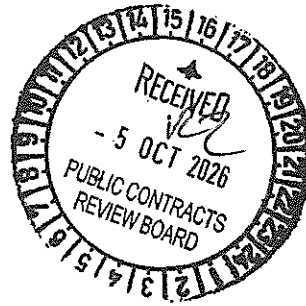


Public Contracts Review Board
Notre Dame Ditch
Floriana FRN1601
Malta



5 October 2026

Dear Sirs,

**Re: FMA 14/2026/8 (Re-issue) – Provision of Stage and Canopy at Pjazza San Gorg –
Notte Bianca 2026 (the “Tender”)**

1. I have been instructed by RVC Logistics Ltd (C 115487) (the “Appellant”) to lodge this application in terms of Regulation 270 of the Public Procurement Regulations (the “PPR”) in connection with the above-captioned Tender (the “Appeal”).

2. The Appellant is aggrieved by the decision of the Contracting Authority, Festivals Malta (the “Contracting Authority”), communicated by means of an automated ePPS notification dated 25 September 2026, whereby the Appellant was informed that the Tender “has been cancelled”, without any reason being given (the “Cancellation”). The Appellant had submitted the cheapest offer in the Tender, in which price was the sole award criterion. On the very same day, TEC Ltd, the only other tenderer, whose offer was €6,790.00 higher than that of the Appellant, began installing the same items which formed the object of the Tender, having been engaged by the Contracting Authority through a separate procedure.

3. The Appellant is aggrieved by the Contracting Authority’s decision for the following reasons:

- a. **FIRST GROUND OF APPEAL: THE CANCELLATION WAS NOT MADE BY MEANS OF A WRITTEN AND REASONED DECISION, IN BREACH OF REGULATIONS 15(3), 15(4) AND 272 OF THE PPR**
- b. **SECOND GROUND OF APPEAL: NO LAWFUL BASIS FOR THE CANCELLATION RESULTS FROM THE PROCEDURE**
- c. **THIRD GROUND OF APPEAL: THE ESTIMATED PROCUREMENT VALUE CANNOT JUSTIFY THE CANCELLATION**
- d. **FOURTH GROUND OF APPEAL: THE CANCELLATION SERVED TO ENGAGE THE MORE EXPENSIVE BIDDER OUTSIDE THE PROCEDURE**

4. Before delving into the grounds of objection, the Appellant sets out the events leading up to the Contracting Authority’s decision and this present objection.

A. FACTS

5. On 1 September 2026 the Contracting Authority issued, through the government's e-procurement platform ("ePPS"), Call for Quotations FMA 14/2026/8 for the provision of a stage and canopy at Pjazza San Gorg, Valletta, for Notte Bianca 2026. The Tender was a re-issue of an earlier call for the same services. It was issued on the Department of Contracts template for quotations up to €10,000 excluding VAT, and stated an Estimated Procurement Value of €9,500 excluding VAT.

6. Section A(2) of the Tender provides that the General Rules Governing Tenders, Version 4.5 (the "General Rules") apply to the procedure. Section C(2) provides that "the award criteria for this Call for Quotations is the Price".

7. Critically, Section A(3) of the Tender expressly provides that the Estimated Procurement Value "shall be the guidance of prospective bidders when submitting their offer and is not to be considered as a binding capping price", that it "is not restrictive and final on the Contracting Authority", and that "Economic Operators are free to submit financial offers above or below the Estimated Procurement Value".

8. The closing date for the submission of offers was 9 September 2026 at 13:00 hrs. On 7 September 2026 the Appellant duly submitted its offer through the ePPS (Receipt ID 000248059) for a global price of €19,000.00 excluding VAT.

9. Following the opening of offers on 9 September 2026, the Opening Report recorded the following financial offers: (i) RVC Logistics Ltd – €19,000.00; and (ii) TEC Ltd – €25,790.00. The Appellant's offer was therefore the cheapest offer received.

10. After the opening of offers, the Appellant received no request for clarification or rectification and no communication of any kind regarding the evaluation of its offer.

11. On 25 September 2026 at 15:48 hrs, sixteen (16) days after the opening of offers and on the eve of the date on which installation was scheduled to commence in terms of Article 18.1 of the Special Conditions (26 September 2026), the Appellant received an automated ePPS notification which reads, in its entirety: "Please be advised that the Call for Tenders 'Re-issue – Provision of Stage and Canopy at Pjazza San Gorg – Notte Bianca 2026' with CFT CA Unique ID 'Re - issue FMA 14/2026/8' has been cancelled. Any inconvenience is regretted."

12. The notification gives no reason whatsoever for the Cancellation, cites no provision of the Tender, of the General Rules or of the PPR as its basis, and contains no statement of the standstill period or of the remedies available to the Appellant.

13. On that same day, 25 September 2026, TEC Ltd commenced the installation at Pjazza San Gorg of the very items which formed the object of the Tender. TEC Ltd was the only other tenderer in the Tender, and its offer was €6,790.00 (approximately 36%) higher than that of the Appellant.

14. TEC Ltd was engaged by the Contracting Authority through a separate procedure, outside the Tender. The Appellant was neither informed of nor invited to participate in that procedure, the details of which have not been disclosed.

15. This Appeal is being filed within ten (10) calendar days from the notification of the Cancellation, in terms of Regulation 271 of the PPR, and is accompanied by the deposit of four hundred euro (€400.00) required by Regulation 273 of the PPR.

16. It is on this basis that the Appellant brings the present Appeal.

B. FIRST GROUND OF APPEAL: THE CANCELLATION WAS NOT MADE BY MEANS OF A WRITTEN AND REASONED DECISION, IN BREACH OF REGULATIONS 15(3), 15(4) AND 272 OF THE PPR

17. Regulation 15(3) of the PPR provides that the decision leading to the cancellation of a call must be made in writing and must contain the findings and the reasons which led to it. In its Maltese text, which was reproduced by the Court of Appeal in the judgment cited below, Regulation 15(3) reads:

«Id-deċiżjoni li twassal għall-kancellament tas-sejha trid issir bil-miktub u jrid ikun fiha s-sejbiet u r-raġunijiet li wasslu biex din tkun inharġet.»

18. Regulation 15(4) of the PPR further requires that a copy of that decision be notified to every person who participated in the call, who has the right to challenge it before this Board.

19. In addition, Regulation 272 of the PPR, which is also reproduced in clause 19.1 of the General Rules, provides that the communication to each tenderer of the cancellation of a call for tenders “shall be accompanied by ... the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period”.

20. These obligations are mandatory and not a mere formality. The statement of reasons is what enables a tenderer to understand the decision taken in its regard and to decide, within the short time allowed by law, whether and on what grounds to contest it. A cancellation without reasons deprives the tenderer of an effective remedy, since it is compelled to file an appeal without knowing the case it has to meet.

21. The notification of 25 September 2026 is not a written and reasoned decision. It contains no findings, no reasons, no reference to any provision of the Tender, the General Rules or the PPR, and no statement of the standstill period. The Appellant has not been notified of any other decision.

22. These requirements were recently applied by the Court of Appeal in **Agius Stone Works Limited v. Kunsill Lokali Valletta u d-Direttur Ġenerali tal-Kuntratti** (App. Civ. 65/2025/1, decided on 8 April 2025). In that case the contracting authority had cancelled a call for tenders after the closing date, in which the appellant had submitted the cheapest offer, and had notified the tenderers only by means of an automated ePPS email, which stated that the call “has been cancelled” without giving any reason. This Board had confirmed the cancellation. The Court of Appeal revoked both the decision of this Board and the decision to cancel the call, restored the procedure to the position in which it stood before the cancellation, and ordered the refund of the appellant’s deposit.

23. The Court held that a decision to cancel must contain not only the reasons for the cancellation but also the findings on which it is based (paragraph 26), and that an automated email of this kind could never be regarded as a decision which complies with Regulation 15(3) (paragraph 27):

«Huwa bil-wisq ċar li l-ittra elettronika tal-4 ta' Settembru, 2024 ... u li biha ASWL giet mgharrfa bit-thassir tas-sejha ma tista' qatt titqies bhala deċiżjoni li thares dak mitlub fir-Regolament 15(3) tar-Regolamenti dwar Kuntratti Pubbliċi. Din l-ittra elettronika ma fiha l-ebda tagħrif ta' x'kienu s-sejbiet u r-raġunijiet li wasslu lill-Kunsill Lokali Valletta biex ihassar is-sejha inkwistjoni.»

24. The Court also rejected the argument that the ePPS does not allow reasons to be given, holding that nothing prevented the contracting authority from sending a reasoned decision by other means (paragraph 30).

25. The facts of the present case are materially identical. The Tender was cancelled after the closing date, the Appellant had submitted the cheapest offer, and the Cancellation was communicated solely by means of an automated ePPS notification which, like the email in *Agius Stone Works*, states that the call “has been cancelled” and nothing more.

26. Nor can the Contracting Authority cure this defect by putting forward reasons for the first time in its reply to this Appeal. In *Agius Stone Works*, the contracting authority had explained its reasons in its written reply before this Board. The Court of Appeal nevertheless held that, even if the appellant could be said to have learned the reasons from that reply, the decision could still not be saved, since it was not founded on any findings (paragraph 34). The Court also held that the contracting authority could not rely on clauses 18.2 and 18.3 of

the General Rules, since no reference whatsoever had been made to them in the decision to cancel (paragraph 27).

27. In view of the foregoing, the Cancellation was not made by means of a written and reasoned decision as required by Regulations 15(3), 15(4) and 272 of the PPR, and should be quashed.

C. SECOND GROUND OF APPEAL: NO LAWFUL BASIS FOR THE CANCELLATION RESULTS FROM THE PROCEDURE

28. Without prejudice to the first ground of appeal, the Appellant further submits that no lawful basis for the Cancellation results from the procedure.

29. Clause 18 of the General Rules reserves to the Contracting Authority the right to cancel a procedure after the closing date. That right is, however, not unfettered. Clause 18.3 lists the circumstances in which cancellation may occur, and any exercise of that right must comply with the principles of equal treatment, transparency and proportionality which govern every public procurement procedure.

30. None of those circumstances is apparent from the procedure. Two offers were received. The Appellant's offer was the cheapest and, as far as the Appellant is aware, was compliant: no clarification or rectification was ever requested of it, and it was never notified of any shortcoming. There is no indication that the economic or technical parameters of the project were altered, that any exceptional circumstance or force majeure arose, that the Tender contained any discrepancy, or that any irregularity occurred in the procedure. On the contrary, the requirement subsisted unchanged, and the very services which formed the object of the Tender were in fact provided for the event.

31. As the Court of Appeal held in *Agius Stone Works* (paragraph 40), the cancellation of a call is an extreme measure which must be founded on objective facts:

«Tassew deċiżjoni estrema ta' thassir ta' sejha għandha tissejjes fuq fatti oggettivi u mhux hsibijiet misthajla.»

32. In a procedure in which price is the sole award criterion and the cheapest offer is compliant, the regular outcome of the procedure is an award to that offer. A departure from that outcome requires a lawful, specific and stated justification, which has not been given.

33. In view of the foregoing, the Cancellation lacks any lawful basis and should be quashed.

D. THIRD GROUND OF APPEAL: THE ESTIMATED PROCUREMENT VALUE CANNOT JUSTIFY THE CANCELLATION

34. Without prejudice to the foregoing grounds of appeal, insofar as the Contracting Authority may seek to justify the Cancellation by reference to the fact that the offers received exceeded the Estimated Procurement Value, the Appellant submits that such a justification would be unfounded.

35. In Section A(3) of the Tender, the Contracting Authority itself declared that the Estimated Procurement Value was not a binding capping price, was not restrictive and final on the Contracting Authority, and that economic operators were free to submit offers above it. The Appellant prepared and submitted its offer in reliance on that declaration.

36. Both offers received exceeded the Estimated Procurement Value by a considerable margin, the cheaper of them by approximately double. This shows that the estimate, although stated to be “based on comprehensive research including appropriate financial analysis”, did not reflect the market price for the services specified in the Terms of Reference. Those services include a 16 m × 12.5 m × 9.5 m stage with full roof covering, fourteen (14) chain motors of 500 kg each, a 10 m lighting tower, multiple platforms, two canopies, and crew for setup, standby and dismantling over a period of some twelve (12) days. Moreover, the Tender was already a re-issued call, so the Contracting Authority had every opportunity to align its estimate with market conditions before re-issuing it.

37. A contracting authority cannot rely on a shortfall resulting from its own inaccurate estimate to set aside a compliant offer, particularly where it has expressly assured bidders that the estimate is not binding. To do so without any reasons, and on the eve of the date fixed for the commencement of the works when the requirement evidently still subsisted, is disproportionate and contrary to the principles of transparency and legitimate expectations.

38. In view of the foregoing, the Estimated Procurement Value cannot justify the Cancellation, which should be quashed.

E. FOURTH GROUND OF APPEAL: THE CANCELLATION SERVED TO ENGAGE THE MORE EXPENSIVE BIDDER OUTSIDE THE PROCEDURE

39. Without prejudice to the foregoing grounds of appeal, the Appellant submits that the services which formed the object of the Tender were procured from TEC Ltd, the other tenderer, whose offer in the same procedure was €6,790.00 higher than that of the Appellant, through a separate procedure conducted outside the Tender.

40. TEC Ltd commenced the installation of the items on 25 September 2026, the very same day on which the Cancellation was notified to the Appellant. A contractor cannot mobilise

and commence the installation of a stage of these dimensions on site within hours of being engaged. It necessarily follows that TEC Ltd had been engaged, or its engagement had been agreed, before the Cancellation was communicated to the Appellant, and therefore at a time when the Tender was still pending and the Appellant's offer remained valid.

41. The Cancellation was thus not a decision taken in the course of the Tender on its own merits, but a formality which followed a decision already taken to award the same requirement to TEC Ltd by other means.

42. The effect of the Cancellation was therefore not to abandon the requirement, nor to secure a more economical outcome. It was to set aside the outcome of a regular competitive procedure, in which the Appellant had submitted the cheapest offer under a price-only award criterion, and to obtain the same services from the other participant at a higher price, through a separate procedure in which the Appellant was not given the opportunity to participate.

43. Such conduct is irreconcilable with the principles of equal treatment, non-discrimination and transparency, and with the obligation of the Contracting Authority to make sound use of public funds. It also deprives the Contracting Authority of any reliance on the Estimated Procurement Value: a contracting authority which cancels a procedure because the cheapest offer exceeds its budget cannot then procure the same services from a more expensive operator. The Cancellation was therefore not a genuine exercise of the discretion reserved under clause 18 of the General Rules, but a means of circumventing the outcome of the procedure.

44. Moreover, the Tender was issued on the template for quotations up to €10,000 excluding VAT, whereas the price at which TEC Ltd offered to provide the services is more than two and a half times that amount. The Appellant therefore respectfully requests that the Board order the Contracting Authority to disclose the procedure and the authorisations, if any, under which TEC Ltd was engaged.

45. In view of the foregoing, the Cancellation, and the subsequent engagement of TEC Ltd, were in breach of the PPR and of the general principles of public procurement, and the Cancellation should be quashed.

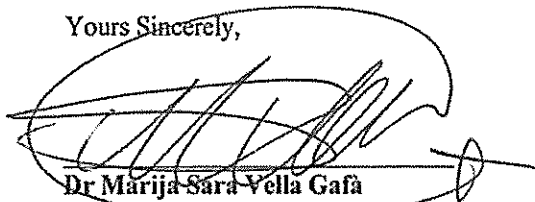
THEREFORE, the Appellant requests that the Public Contracts Review Board:

- a. declares that the Contracting Authority's decision of 25 September 2026 cancelling the Tender is wrong and/or unlawful, having been taken and communicated in breach of Regulation 272 of the PPR and without any lawful basis, and, consequently, quashes and/or revokes that decision;

- b. orders the Contracting Authority to produce the full documentation relating to the Tender, including the evaluation report and the decision to cancel, together with the reasons on which that decision was based;
- c. orders the Contracting Authority to disclose the procedure by which TEC Ltd was engaged to provide the services which formed the object of the Tender, together with any contract, purchase order or direct order and any authorisation relating thereto;
- d. declares that the engagement of TEC Ltd for the provision of those services, following the Cancellation, was made in breach of the principles of equal treatment and transparency and of the PPR;
- e. orders the refund to the Appellant of the deposit paid for the purposes of filing this Appeal; and
- f. issues such other declaration or order that it deems fit and opportune.

The Appellant reserves the right to make further submissions upon receipt of the Contracting Authority's reply and of the documentation relating to the Tender, and reserves all its other rights at law, including any application for a declaration of ineffectiveness of any contract concluded with TEC Ltd and any claim for damages before the competent courts.

Yours Sincerely,



Dr Marija Sara Vella Gafa
B2, Tal-Bambina Complex
Triq is-Surmast Francis Falzon
Iż-Żurrieq

Enclosures:

ePPS notification of cancellation dated 25 September 2026
ePPS Opening Report
ePPS confirmation of upload of the Appellant's offer dated 7 September 2026 (Receipt ID 000248059)
Proof of payment of the deposit of €400.00
Photo showing the commencement of works on 25/09/2026

Re: FMA 14/2026/8 (Re-issue) – RVC Logistics Ltd v. Festivals Malta

ENCLOSURE 1

ePPS notification of cancellation dated 25 September 2026

Followed by a screenshot of the ePPS error message (“You do not have sufficient rights for this operation”) displayed to the Appellant when attempting to access the Tender

e-Tendering CFT Automated Notification - [CFT: 14069662, CFT CA Unique ID: Re - issue FMA 14/2026/8] Call for Tender Modifications



malta-eproc-noreply@eurodyn.com via etenders.gov.mt
to epps-notifications.contracts

Fri, Sep 25, 3:48 PM (5 days ago)



e-Tendering Platform - Call for Tender Cancellation

Please be advised that the Call for Tenders 'Re-issue – Provision of Stage and Canopy at Pjazza San Gorg – Notte Bianca 2026' with CFT CA Unique ID 'Re - issue FMA 14/2026/8' has been cancelled.

Any inconvenience is regretted.

IMPORTANT: All actions within the e-Procurement Platform of the Government of Malta (Electronic Public Procurement System: ePPS) will be recorded for auditing purposes. This Email Notification and any Files/Documentation (if such is applicable) transmitted with it are confidential and intended solely for the use of the individual or entity/company/organisation to whom they are addressed. If you have received this email in error or by mistake, please notify the system manager and delete this e-mail from your system. If you are not the named addressee or the intended recipient you should not disseminate, distribute or copy this e-mail. Therefore, you are being notified that disclosing, copying, distributing or taking any action in relation to the contents of this Email Notification (including any enclosed files/documentation, if applicable), as well as any associated information is strictly prohibited.

Please do not reply to this Email Notification.



etenders.gov.mt

09:20:27 CEST



Raymond Vella, Economic Operator Admin

[CFT Management](#) [EO administration](#) [Preliminary market consultations](#) [Compliance and Monitoring](#)

An error has occurred

AN ERROR HAS OCCURRED

The following error has occurred:

You do not have sufficient rights for this operation.

Re: FMA 14/2026/8 (Re-issue) – RVC Logistics Ltd v. Festivals Malta

ENCLOSURE 2

ePPS Opening Report

Followed by a screenshot of the ePPS “Opened Tender Details” page for the Tender,
showing its status as cancelled

OPENING REPORT

Title of Procurement: Re-issue – Provision of
Stage and Canopy at Pjazza
San Gorg – Notte Bianca
2026

Contracting Authority: Festivals Malta

On behalf of: Festivals Malta

Estimated Procurement Value excluding Vat: 9500.00 €

Opening schedule of unlocked offers

Offer ID	Name of EO	Response Date	Response Time	Pricing Information
000248059	RVC Logistics Ltd	2026/09/07	10:48:54	19000.00 EUR
000248007	TEC Ltd	2026/09/04	16:57:16	25790.00 EUR

Offers not unlocked

Offer ID	Name of EO	Justification
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Opened Tender Details

TITLE: Re-issue – Provision of Stage and Canopy at Pjazza San Gorg – Notte Bianca 2026 (Status: Cancelled)
 CFT CA UNIQUE ID: Re-issue FMA 14/2026/8
 NUMBER OF ENVELOPES: 1
 DATE OF PUBLICATION/INVITATION: 01/09/2026 13:06
 CLOSING DATE: 09/09/2026 13:00
 OPENING DATE: 09/09/2026 13:30

Envelope 1	EO name 2	Info 3	Tender Id 4	Financial Value (EUR) 5
Single	RVC Logistics Ltd	View Historical Data	248059	19,000.00
Single	TEC Ltd	View Historical Data	248007	25,790.00

VIEW CFT WORKSPACE DETAILS

Re: FMA 14/2026/8 (Re-issue) – RVC Logistics Ltd v. Festivals Malta

ENCLOSURE 3

ePPS confirmation of upload of the Appellant's offer dated 7
September 2026 (Receipt ID 000248059)

e-Tendering CFT Automated Notification - [CFT: 14069662, CFT CA Unique ID: Re - issue FMA 14/2026/8] Tender has been uploaded



External Inbox x



malta-eproc-noreply@eurodyn.com via etenders.gov.mt
to epps-notifications.contracts ▾

Mon, Sep 7, 10:49 AM



e-Tendering Platform - *Tender Package has been uploaded successfully*

Tender: RVC_NotteBianca_SanGorg

CFT: Re-issue -- Provision of Stage and Canopy at Pjazza San Gorg -- Notta Bianca 2026

CFT CA Unique ID: Re - issue FMA 14/2026/8

Notification: Your tender package has been uploaded successfully.

Receipt ID: 000248059

Tenders will be unlocked as indicated in the instructions to tenderers within the tender document.

You can access the Tender section through the following link:

<https://www.etenders.gov.mt/epps/cft/viewTenders.do?resourceId=14069662>

You are receiving this notification because you have been associated with this Call for Tenders.

Re: FMA 14/2026/8 (Re-issue) – RVC Logistics Ltd v. Festivals Malta

ENCLOSURE 4

Proof of payment of the deposit of €400.00



Bank of Valletta

Bank of Valletta p.l.c
 Registration Number: C 2833
 Registered Office: 58 Zachary Street, Valletta VLT 1130 - Malta

Pay third party

Printed by: Ms. Stefania Grech
 Printed on: 05/10/2026 - 14:35
 Document ID: 29973590

Transaction details

Payer's name:	RAYMOND VELLA & CO. LTD
Payee type:	Corporate Payee
Company name:	CASHIER MALTA GOVERNMENT
Relation:	Technical Services
Reason:	Other
Payment details:	Appeal Stage and Canopy at Pjazza S.Gorg for Notte Bianca FMA 14/2026/8
Currency:	EUR - Euro
Beneficiary IBAN/Account:	MT55MALT011000040001EURCMG5001H
Beneficiary IBAN/Account type:	Valid IBAN of country - Malta
Bank name:	Other bank
Bank address / Bank's BIC:	Let the bank apply the beneficiary bank BIC
Beneficiary address:	No
From account:	RVC LED Light 63128 (EUR) 4002308962 8
Charges should be paid by:	Shared - I pay BOV charges; beneficiary pays the beneficiary bank charges
Amount:	EUR 400.00
BOV to transfer the money:	as soon as possible
Receiving bank to get the money as:	normal priority payment
FPAD Result:	We couldn't confirm that the name you entered matches the recipient's account. This might happen if the recipient's bank doesn't support name checks yet or if there's a temporary issue. Please double-check that the name and account details are correct before continuing. If any details are wrong, the payment could go to the wrong account or may be fraudulent and may not be recoverable. If you're confident everything is correct, you can go ahead and make the payment.
Saved template:	no

Additional information

Credit amount:	EUR 400.00
Debited amount (excluding charges):	EUR 400.00
Estimated amount to be withdrawn from account:	EUR 401.00
Transaction charge:	EUR 1.00

Transaction result

Status:	Your instructions have been processed successfully.
Transaction ID:	186517868

Re: FMA 14/2026/8 (Re-issue) – RVC Logistics Ltd v. Festivals Malta

ENCLOSURE 5

Photo showing the commencement of works on 25/09/2026

