



Public Contracts Review Board,
Notre Dame Ditch,
Floriana. FRN 1601

8th October 2026

TID 000244985 GO P.L.C

Reference: HO/T/3108/2025 (15271)

Subject: Appeal against Tender Award Decision – HO/T/3108/2025 (15271) – Supply, Installation and Testing of Fibre Optic Cable for Mosta to Maghtab Link

Dear Sir/Madam,

GO plc. ("GO") hereby submits an appeal against the award decision relating to Tender **HO/T/3108/2025 (15271) - Supply, Installation and Testing of Fibre Optic Cable for Mosta to Maghtab Link**.

The mandatory appeal fee of €558.55 has been paid, and the proof of payment is attached.

GO understands that its Offer was disqualified because the 'Tenderer Response' field under **Clause 3.2.2**, concerning the use of Cable Unit Breakouts (CUBs), was left blank.

GO respectfully submits that this does not constitute a technical deviation or refusal to comply with the tender requirements. This is supported by GO's confirmation of compliance with the directly related requirements under **Clauses 3.2.3 to 3.2.6**, which address the installation and use of the CUB system.

Although GO acknowledges the tender instruction requiring all schedules to be completed, no clarification was requested before the offer was disqualified. A clarification would have confirmed the intent of information already submitted, without altering GO's technical solution, scope, price or competitive position. GO is therefore not seeking to rectify or amend its offer.

With reference to the 'Technical Offer Schedule', 'Note 3' (page 9) states that clarifications on the submitted information may be requested, and therefore the adjudicating body was at liberty to request a clarification on Clause 3.2.2. In addition, the 'Instructions to Persons Tendering' section states that no alteration shall be made in the Formal Tender except to fill in the blanks as directed. This further denotes the possibility of a request being made for GO to clarify its position regarding said clause.

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GO further notes that its offer was approximately **€6,144 lower** than the awarded offer and that GO has the relevant technical expertise and experience to execute the works in accordance with the tender requirements.

The reason for refusal is given as: *'The Bidder failed to complete a mandatory field in the Technical Offer (Clause 3.2.2). Since this was a compulsory requirement, the bid could not be considered further.'* Reference is made to the second point of the 'Instructions to Persons Tendering' section, which notes that the offer may not be considered where data in schedules are left missing. The operative phrase "may not" does not oblige the adjudicating body to automatically disqualify an offer where data is missing but only that it may do so. In view of the full technical compliance of GO's offer and the significant financial difference contemplated, the adjudicating body should have considered GO's offer after exercising its right to request clarifications and/or further information.

In view of the above, GO respectfully requests that the disqualification and resulting award decision be reviewed, and that GO's offer be reconsidered on the basis that the omission under Clause 3.2.2 was non-substantive and that the submitted Technical Offer, read as a whole, demonstrated GO's intended compliance with the relevant CUB requirements.

Yours faithfully,

Joe Farrugia

Manager – Operations & Service Delivery

Annex:

1. Proof of payment of the €558.55 appeal fee
2. GO's Technical Offer
3. Award/disqualification notification



29th September 2026

TID 000244985 Go P.L.C

REFERENCE: HO/T/3108/2025 (15271)

SUBJECT: Supply, Installation, and Testing of Fibre Optic Cable for Mosta to Maghtab Link

Dear Sir/Madam,

Thank you for participating in the above-mentioned procurement procedure. However, I regret to inform you that the tender submitted by your company was found to be technically non compliant as follows:

'The Bidder failed to complete a mandatory field in the Technical Offer (Clause 3.2.2). Since this was a compulsory requirement, the bid could not be considered further.'

The quotation was recommended for award to **TID 000244975 Tektraco Ltd** for the amount of **€97,267.18** excluding VAT, this being the cheapest priced tender satisfying the administrative and technical criteria.

If you intend to object to this decision, the Public Procurement Regulations allow for an official objection which in this case has to be lodged electronically with the Public Contracts Review Board by sending an email on: info.pcrb@gov.mt by noon of **Friday 9th October 2026** against a deposit of **€558.55**.

Payments are to be made through bank transfer in terms of the following details:

Name of Account Holder	Cashier Malta Government
Name of Bank	Central Bank of Malta
Address of Bank	Castille Place, Valletta
Account Number	40001EUR-CMG5-001-H
BIC	MALT MT MT
IBAN Code	MT55MALT011000040001EURCMG5001H
Bank Code	01100

The official schedule can be accessed on the website: www.etenders.gov.mt.

Although we have not been able to make use of your services on this occasion, I trust that you will continue to take an active interest in our initiatives.

Yours sincerely
Ing Ryan Fava
Executive Chairman
(signed)

Technical Offer - Schedule (Note 3) *

(to be filled in and submitted with offer)

Ref: HO/T/3108/2025 (15271) Supply, Installation, and Testing of Fibre Optic Cable for Mosta to Magtab Link

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

Tender Specification Clause	Compliance**	Requirement	Tenderer Response*** (Confirm Yes or state value/details as applicable)	Page & Ref. No. in Bid Technical Literature (where applicable)
1.4	M	Contractor's Responsibilities as per tender document.	Yes	
1.8	M	Compliance to Industry Standards as per tender specifications.	Yes	
2.1		Strand type		
2.1.1	M	The fibre optic cable shall contain multiple single mode step index 9/125 µm core / cladding fibres. (Note: Multi-Mode and hybrid type cables shall not be accepted.)	Yes	Annex A & Annex B, Section 1
2.1.2	M	The single mode fibre shall meet the requirements of ITU-T G.652 (C, D) and IEC 60793-2 Type B1.3.	Yes	Annex A & Annex B, Section 1
2.1.3	M	The fibres shall be fully capable of handling existing and legacy single mode applications which operate in the 1310 nm and 1550 nm regions.	Yea	Annex A & Annex B, Section 1

2.1.4	M	The fibres shall be intended for use at zero chromatic dispersion slope in the 1310 nm region.	Yes	Annex A & Annex B, Section 1
2.1.5	M	Fibres must also feature a reduced water peak to be used in the wavelength region between 1310 nm and 1550 nm supporting Course Wavelength Division Multiplexing (CWDM) transmission.	Yes	Annex A & Annex B, Section 1
2.2		Cable construction		
2.2.1	M	The construction of the cable containing the individual fibres shall be of the loose tube micro sheath module construction type. This allows the fibres to lie loosely inside the tubes thus eliminating the possibility of strain or tensile pull on the fibre strands during installation especially when cables are pulled in ducts.	Yes	Annex A & Annex B, Section 1
2.2.2	M	The tubes or formers containing the fibres are to be filled with a compound which stops the ingress of moisture when the outer sheathing fails.	Yes	Annex A & Annex B, Section 1
2.2.3	M	It shall be easy to strip/remove the micro sheath layer protection using just the fingertips (i.e. no additional tools needed), and without adversely affecting the internal optical fibres in any way.	Yes	Annex A & Annex B, Section 1
2.2.4	M	Fibre optic cable shall have Water blocking properties as per tender specifications	Yes	Annex A & Annex B, Section 1
2.2.5 - 2.2.5.1	M	Aramid yarns shall be applied around buffer tubes to hold them together within the cable.	Yes	Annex A & Annex B, Section 1
2.2.6 - 2.2.6.1	S	Ripcord or other means for easy sheath slitting <i>(if other means is to be used, the Tenderer is to state what will be used)</i>	Yes	Annex A & Annex B, Section 1
2.2.7	M	Strength members <i>(Tenderer is to give details of the strength members used)</i>	Yes	Annex A & Annex B, Section 1
2.2.8	M	Reinforcements	Yes	Annex A & Annex B, Section 1

		<i>(Tenderer is to state details of reinforcement used)</i>		
2.2.9.1	M	Bending Radius: The optical fibre element, including the micro-sheath tube, shall have a minimum bend radius of ten times the outside diameter of the cable or 38 mm, whichever is greater. <i>(Tenderer is to state the bending radius of the optical fibre element)</i>	302mm	Annex A, Section 1 & Section 5. Annex B Section 1
2.2.10.1-2	M	Sheathing: The cable shall have inner HDPE Sheathing which is low smoke zero halogen (LSZH), abrasion resistant, moisture resistant, reinforced with aramid yarns and coloured black.	Yes	Annex A & Annex B, Section 1
2.2.11		Fibre identification		
2.2.11.1	M	Each fibre shall be distinguishable by means of color-coding in accordance with ANSI/TIA-598-D, "Optical Fibre Cable Color Coding". All fibres and buffer tubes shall be color coded to facilitate individual fibre identification.	Yes	Annex A & Annex B, Section 1
2.2.11.2	M	Buffer tubes 13 through 24 if required shall repeat the colour sequence with a tracer stripe; e.g. fibre 13 would be blue with a tracer stripe.	Yes	Annex A & Annex B, Section 1
2.2.11.3	M	The Contractor must submit the data sheet of the fibre optic cable.	Yes	Annex A & Annex B, Section 1
2.2.11.4	M	The Contractor is to submit a 25cm length of fibre optic cable with the same or similar construction as the one to be installed. The sample will be used by the Evaluation Committee to corroborate the technical compliance of the offers received. The sample must be submitted by not later than one week after the closing date.	Yes	Annex A & Annex B, Section 1
2.2.11.5	M	The Bidder must state whether the sample is of the same construction as the one which is to be installed or if it is of similar construction.	Yes	Annex A & Annex B, Section 1

2.2.12	M	The Sheath shall be marked as per technical specification	Yes	Annex A & Annex B, Section 1
2.2.13	-	Fibre Counts:		
2.2.13.1	M	The fibres optic cable shall contain -144 single mode fibres.	Yes	Annex A & Annex B, Section 1
2.2.13.2	M	The 144 count cable shall be split into 12 tubes, with each tube housing and protecting 12 single mode optical fibres.	Yes	Annex A & Annex B, Section 1
2.2.14	M	Cable Construction shall be as per Figure 9 of Section 3 - Specifications in the tender document	Yes	Annex A & Annex B, Section 1
3.0		Termination of fibre cables		
3.1.1	M	All 288incoming optical fibres shall be terminated using "Arc Fusion Splicing". Pigtailed with SC connectors shall be supplied by the Contractor. The splice joints shall be securely placed in the splice tray cassettes. The pigtail connectors shall then be fixed to the fibre optic patch panel using SC to SC full duplex couplers.	Yes	Annex A, Section 2.2, 2.3 and Section 4/0. Annex B Section 3.0
3.1.2	M	The cable entry to splice tray shall be secured using a plastic gland fixed at the back of the splice tray.	Yes	NA
3.1.3	M	The optic fibre splice trays shall be installed in the cabinet at the height indicated by the Project Manager.	Yes	NA
3.2		Fibre Optic Cable Entry		
3.2.1	M	All fibre optic cables shall enter the cabinet from the bottom of the cabinet and shall be secured by means of an appropriate gland.	Yes	NA
3.2.2	M	Cable Unit Breakouts (CUB) shall be used to breakout cables onto either a bend limiting tube or a flexible conduit. These units shall be used in conjunction with the optical distribution frames, fibre management drawers and sub racks (refer to Figure 10 of the Technical Specification).		NA

3.2.3	M	The cable MUST be secured to the CUB body by a mechanical cable gland.	Yes	NA
3.2.4	M	Fibres shall pass through protective flexible tubes of the CUB to the splicing position.	Yes	NA
3.2.5	M	The three-sided removable cover of the CUB shall facilitate total visibility of the unit tubes to ensure that no attenuation is introduced by twisting, bending or kinking of the unit tubes.	Yes	NA
3.2.6	M	All tubes of the CUB MUST be identified using number collets.	Yes	NA
3.2.7	Each CUB shall be supplied by Enemalta as a complete kit including numbering collets, mounting bracket and cable ties.			
3.3		Optical Distribution Frames - 19" rack mountable		
3.3.2	M	Fibre optic pigtails for fusion splicing must be supplied by the Contractor.	Yes	Annex A Section 2.2 & Annex B Section 3
3.3.3	M	The supplied fibre optic pigtails must have jackets of different colours.	Yes	Annex A & Annex B, Section 1
3.3.4	M	Only jackets with the following outer diameter are acceptable: (a) 0.9 mm (b) 1.6 mm	Yes	Annex A & Annex B, Section 1
3.4		Fibre Splice Junction Boxes or Enclosures		
3.4.1	M	It may be necessary to perform fibre optic splice joints outside the cabinets due to limitations on the cable length per drum.	Yes	Annex A Section 2.1 and Section 4.0 & Annex B Section 2.0
3.4.2	M	Any splices shall be housed in hard-wearing splice enclosures with ingress protection rating of IP 68. The enclosure shall be such that they can be opened repeatedly without having to replace the seal.	Yes	Annex A Section 2.1 and Section 4.0 & Annex B Section 2.0
3.5		Fibre Optic Connectors		

3.5.1	M	SC type connectors complying with IEC 61754-4 shall be used throughout the installation. Any Pig-Tails used shall be factory terminated.	Yes	Annex A Section 2.3 & Annex B Section 3
3.6		Connector Ferrule Shapes and Polishes		
3.6.1	M	Connectors must be designed for tight contact between the polished faces. Angled physical contact (APC) polish must be used.	Yes	Annex A Section 2.3 & Annex B Section 3
3.7		Fibre Clean-up		
3.7.1	M	The Contractor shall be responsible for the cleaning up and the disposal of any resulting debris at each termination sites. All jackets, conductor casings and cleaved fibre remnants shall be carefully bagged and removed from site.	Yes	NA
3.7.2	M	Any waste must be transported using licensed Waste Carriers and taken to approved Waste Management Facilities. Disposal in garbage containers within Enemalta premises shall not be allowed.	Yes	NA
3.8		Fibre Optic Cable Testing		
3.8.1	M	Optical Power Loss tests - Total attenuation tests are to be performed end-to-end on each of the fibre optic strands utilising a stabilised light source and a power meter.	Yes	Annex A Section 3.0
3.8.2		Optical Time Domain Reflectometer (OTDR) tests - OTDR tests are to be performed from both ends of fibre optic strands. The OTDR test results shall include the:		Refer to Fig7 Annex A List of Documents
	M	a) Estimated length of the fibre optic strands;	Yes	Annex A Section 3.0
	M	b) Overall attenuation including splice and mated connector losses (end-to-end);	Yes	Annex A Section 3.0
	M	c) Date and time;	Yes	Annex A Section 3.0
	M	d) Location of faults such as fibre breaks.	Yes	Annex A Section 3.0

3.8.2.1	M	During the OTDR test, the technician must use a launch cable and a receive cable.	Yes	Annex A Section 3.0
3.8.2.1	M	OTDR test reports with pass/fail limits - Events to be marked, and an interpretation is given for them (connector, splice, splitter). The parameters shall be as per Table 3 of the technical specification.	Yes	Annex A Section 3.0
3.8.2.2	M	All test results shall be handed over to Enemalta as part of the Project Documentation exercise. Both hard and soft copies of the tests results shall be provided.	Yes	Annex A Section 3.0
3.8.3		Connector Inspection:		
3.8.3.1	M	An automated pass/fail test must be carried out on all patch leads and ODF ports. The test must be carried out according to the IEC 61300-3-35 standard. An automated pass/fail test report must be submitted to Enemalta plc in .pdf format. All connectors which fail the test must be replaced at the Contractor's expense. Refer to figures provide as an example of what is required.	Yes	Annex A Section 3.4
3.9		Faulty Fibres		
3.9.1	M	Fibres that do not pass the maximum attenuation test as per Clause 1.8 of IEC 61280-4-2 shall be rectified by the Contractor and another test must be performed on all the fibres on that link.	Yes	NA
3.9.2	M	Fibre optic cables with faults in more than 5% of the fibres are not acceptable. If the number of fault fibres exceeds 5% of the cable's fibre count, the Contractor shall replace the cable and re do any associated works / tests at no extra cost to Enemalta.	Yes	NA
3.9.3	M	If the number of faulty fibres does not exceed 5 % of the cable's fibre count, the Contractor shall be penalised based on the percentage of damaged fibres. The	Yes	NA

		penalty applicable shall be €250 for each faulty fibre count.		
3.9.4	M	The specified number of counts terminated at each node must pass the requested test as stated in Clause 3.8 of the tender specifications.	Yes	NA
3.9.5	M	All fibre splicing and termination must be supervised by an Enemalta representative. Such works must be carried out during normal office hours (Mon-Fri: 07.00-17.00)	Yes	NA
4.0		Documentation		
4.1.1	M	The Contractor shall submit a Programme of Works as per Articles 11.9, 15.1 and 15.2 of the Special Conditions	Yes	NA
4.2.1	M	A test report shall be prepared by the Contractor after testing each link between the two Distribution Centres. This should include the test results as mentioned in Clause 3.8, photographs of the works, and a site plan of the cable route indicating the location of manholes and splices. All the man-holes and splices shall be labelled in the drawing.	Yes	Annex A Section 3.0
5.0		Storage, Transportation and Cable Handling		
5.1.1		The fibre optic cable drums shall be kept at Contractor's warehouse where they shall be tested and stored prior to installation.	Yes	NA
5.2		Transport to site including handling, checking and insurance.		
5.2.1	M	Cable drums must be handled with care, in a way that does not cause damage such as broken drums and visible/invisible damage to the cable.	Yes	NA
5.2.2	M	Lifting cables with a forklift shall only be allowed from the "flange side". The fork must support both flanges while lifting.	Yes	NA
5.2.3	M	The fork may never touch the cable or its protective cover to avoid damage.	Yes	NA

5.2.4	M	When lifting a drum with a crane an axle or a spreader beam must be used to avoid lateral pressure on the flanges.	Yes	NA
5.2.5	M	Cables should only be transported with suitable vehicles, and must be fixed, such that they cannot shift during transportation. The same applies when cables are transported in a container. During transport and storage drums shall always be in upright position.	Yes	NA
5.2.7	M	Cable drums should never be left on site unattended. After working hours, the cable drum either be removed from site and stored safely by the Contractor or be supervised.	Yes	NA
5.2.8	M	In the event of damage, the Project Manager shall be notified immediately and provided with details of the incident.	Yes	NA
5.3		Tools, appliances and special testing equipment		
5.3.1	M	Any tools, appliances and special testing equipment required for the completion of these works are to be provided by the Contractor. Any associated transport costs shall be included in the price.	Yes	Annex A Section 4.0
5.3.2	M	The Contractor shall make his own arrangements regarding lifting facilities required on site.	Yes	NA

6		Completion Period	(Project Completion period is to be stated by tenderer).
6.1	M	Completion period for the supply, installation, testing and commissioning of the fibre optic link as per tender specifications. <i>Note:- Any Period longer than that in Section 1 Instructions to Tenderers, Article 1.2 and/or SECTION 2 - SPECIAL CONDITIONS, Article 32: Period of Execution of Tasks will result in the offer to be rejected.</i>	12 weeks.

** Note 3 - No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

Name of Tenderer:	GO PLC
Date	24/06/2026

INSTRUCTIONS to PERSONS TENDERING

- The Tenderer shall examine all instructions, schedules, forms, terms and specifications before submitting his offer.
- ALL SCHEDULES are expected to be filled in with requested data and confirmations. In cases where data in SCHEDULES are left missing, offer may not be considered.
- No alteration shall be made in the Formal Tender or in the Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the Tender may be rejected. The Tenderer, however, is at liberty to add further details that he may deem desirable. Such details shall not be binding upon the Purchaser.
- ****Compliance SYSTEM.** The Compliance Schedule for technical requirements includes a checklist ranking system marked M and S with their meanings as explained hereunder:-
 - M - Must have. This means that specifications included in the section are Fixed and no compromises will be made. Specifications from supplier must conform to any specifications written in this section.
 - S - Should have. This means that specifications by the supplier should conform to the requested specifications. However, here the supplier may offer a specification feature which will perform equally or in a functionally equivalent manner to the requested specification. If the tenderer opts to provide a functionally equivalent feature, enough documentation shall be submitted with the offer together with the technical literature to prove equivalence to the requirements laid down by the Contracting Authority. It is at the discretion of the Contracting Authority to make the final decision as to the acceptability of the functionally equivalent feature.
- All Documents requested in SCHEDULE of INFORMATION REQUIREMENTS must be submitted with the offer. Failure to furnish all information being requested will be at the Tenderer's risk and his Tender may be rejected.

*****The prospective tenderer must ensure that as a minimum ALL fields in the 'Tenderer Response' column are COMPLETED.**



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

Pay third party

Printed by: Mr Ray Cachia (Finance)
Printed on: 01/10/2026 - 14:28
Document ID: 29930640

Transaction details

Payer's name: GO P.L.C.

Payee type: Corporate Payee

Company name: Cashier Malta Government

Relation: Technical Services

Reason: Other

Payment details: HO/T/3108/2025 (15271) Supply Instal Testing of Fibre Optic cable

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: O/D (EUR) 1410115005 2

Charges should be paid by: Shared - I pay BOV charges; beneficiary pays the beneficiary bank charges

Amount: EUR 558,55

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 558,55

Debited amount (excluding charges): EUR 558,55

Estimated amount to be withdrawn from account: EUR 559,55

Transaction charge: EUR 1,00

Assigned signatories

Name: Mr. Marvin Camilleri

Transaction result

Status: Your instructions will be processed when the selected signatories authorise the transaction, according to the value date.

Transaction ID: 186304559