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29 October 2026

Public Contracts Review Board
Notre Dame Ditch
Floriana FRN1601
Malta

Dear Sirs,

Re: Concession for the Provision and Management of Catering Services at the Mediterranean Conference Centre (MCC) – Ref. MCC 57/2025 (the Concession)

1. We have been instructed by **Corinthia Caterers Limited** (TID 240384) (the **Appellant**) to lodge this application in terms of Regulation 106 of the Concession Contracts Regulations (Subsidiary Legislation 601.09) (the **CCR**) in connection with the above-captioned Concession (the **Appeal**).

2. The Appellant is aggrieved by the decision of the Mediterranean Conference Centre (the **Contracting Authority**) of 19 October 2026 to reject the Appellant's offer as financially non-compliant and to recommend the award of the Concession to James Caterers Ltd (TID 240370), Xara Palace Hotel Company Ltd (TID 240412), Villa Arrigo Ltd (TID 240331) and Neriku Ltd (TID 240372) (together, the **Recommended Concessionaires**). The Appellant was notified of the Contracting Authority's decision by means of a letter published on the Government's e-procurement platform (**ePPS**) on 19 October 2026 (the **Letter of Rejection**).

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

a. **FIRST GROUND OF APPEAL: THE APPELLANT'S FINANCIAL OFFER WAS COMPLIANT**

b. **SECOND GROUND OF APPEAL: THE APPELLANT WAS DISQUALIFIED ON A BASIS WHICH DOES NOT EXIST IN THE CONCESSION DOCUMENT**

c. **THIRD GROUND OF APPEAL: THE DISQUALIFICATION OF THE APPELLANT IS DISPROPORTIONATE**

4. Before delving into the grounds of appeal, the Appellant sets out the events leading to the Contracting Authority's decision and this Appeal.

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A. FACTS

5. The Appellant forms part of the Corinthia group and has extensive experience in the provision of catering and event services in Malta. Its operations include event catering, hotel and restaurant catering, and contract and corporate catering. As set out in the company profile submitted with its offer, the Appellant has operated in the events sector for more than 25 years and has catered for more than 20,000 events and over five million guests, including state dinners, galas and international conferences.

6. On 3 February 2026, the Contracting Authority published a call for competition for the award of a concession for the provision and management of catering services at the MCC. The call was issued under the CCR and was governed by a concession document (the **Concession Document**).

7. The Contracting Authority intended to award the Concession to four concessionaires, each for a term of five years. The estimated value of the Concession, being the total estimated turnover from catering services at the MCC over the term, was €10,000,000 excluding VAT. The MCC currently generates approximately €2,000,000 per annum in catering revenue.

8. Section 7 of the Concession Document set out the financial offer required of Concessionaires:

> 7. FINANCIAL OFFER
>
> (i) A financial offer calculated on the basis of commission fee of a minimum of 20% of turnover generated (excluding VAT) within the MCC by the Concessionaire payable to the Contracting Authority with a minimum of € 50,000 per annum.
>
> (ii) A filled-in Financial Bid Form (as per document available to download online from www.etenders.gov.mt) as per Tender Response Format.

9. The financial offer therefore had two components: a commission of at least 20% of turnover, and a minimum annual commission of €50,000. Clause 18.25 of the Concession Document expanded on the second component: if the minimum threshold of €50,000 is not reached in any year, the concessionaire must pay the difference.

10. The Financial Bid Form in Appendix 2 to the Concession Document required each tenderer to state its "*Commission percentage during the term of the concession*", in numbers and in words. A note to the form stated: "*The Commission fee must not be less than 20% of the yearly turnover* [sic]. *Fees below 20% will be rejected.*"

11. At the financial evaluation stage, the evaluation committee was to verify that the commission offered was at least 20%. The only ground of rejection tied to the financial offer in the Concession Document is a commission below that threshold: "*Bids with Financial offers less*

than 20% shall be rejected." The Concession Document also provided that where there is a discrepancy between amounts in figures and in words, the amount in words prevails.

12. Under Section 8 of the Concession Document, the four highest commission offers submitted by administratively and technically compliant Concessionaires would be identified. The final commission rate payable by all four concessionaires would be the simple average of those four offers, and Concessionaires whose offer fell below that average would be invited to match it.

13. On 18 March 2026, the Appellant submitted its offer. In its signed Financial Bid Form, the Appellant offered a commission of "21 % (TWENTY ONE percent)". In the financial field of the tender response format on ePPS, which is generated as an XML tender structure (the **XML Tender Structure**), the Appellant entered the figure of €50,000, being the minimum annual commission stipulated in Section 7(i) of the Concession Document.

14. The call for competition closed on 20 March 2026 and five offers were received. The Tender Opening Report recorded the figures entered on ePPS as follows:

Tenderer	TID	Figure recorded on ePPS
Villa Arrigo Ltd	240331	20.10 EUR
Xara Palace Hotel Co. Limited	240412	23.50 EUR
James Caterers Ltd	240370	24.00 EUR
Neriku Ltd	240372	24.00 EUR
Corinthia Caterers Limited (the Appellant)	240384	50,000.00 EUR

15. ePPS thus recorded every figure as a value in euro and the Opened Tender Details list each offer under the heading "*Financial Value (EUR)*".

Envelope	EO name	Info	Tender Id	Financial Value (EUR)
Single	Villa Arrigo Ltd	View Historical Data	240331	20.10
Single	Xara Palace Hotel Co. Limited	View Historical Data	240412	23.50
Single	JAMES CATERERS LTD	View Historical Data	240370	24.00
Single	NERIKU LTD	View Historical Data	240372	24.00
Single	Corinthia Caterers Limited	View Historical Data	240384	50,000.00

16. On 19 October 2026, the Contracting Authority published its recommendation for award. By means of the Letter of Rejection, it informed the Appellant that its offer was "*not financially compliant*" for the following reason:

> *You stated a value of €50,000 in the financial offer submitted through ePPS, notwithstanding that the financial offer required a commission fee to be quoted in percentage terms. Furthermore, the financial offer submitted through ePPS and the Financial Bid Form were incompatible and could not be reconciled. A clarification before closure date was issued by the contracting authority stating the percentage requirement. This section is non-rectifiable.*[1]

17. The Contracting Authority recommended the award of the Concession to the Recommended Concessionaires at the commission rates set out below, and fixed the final applicable commission rate at 22.90%, being the simple average of those four rates:

Recommended Tenderer	**Commission offered**
James Caterers Ltd	24.00%
Neriku Ltd	24.00%
Xara Palace Hotel Company Ltd	23.50%
Villa Arrigo Ltd	20.10%

18. Had the Appellant's offer of 21% been admitted, it would have ranked fourth, ahead of Villa Arrigo Ltd's offer of 20.10%. The final commission rate would then have been 23.125% ((24.00 + 24.00 + 23.50 + 21.00) ÷ 4), rather than 22.90%.

19. The Appellant is aggrieved by the Contracting Authority's decision for the reasons set out below.

[1] **Exhibit A-1**, Letter of Rejection.

B. FIRST GROUND OF APPEAL: THE APPELLANT'S FINANCIAL OFFER WAS COMPLIANT

20. The Appellant submits that its financial offer complied in full with the Concession Document. Furthermore, nothing in it needed to be rectified or clarified.

(i) The Appellant filled in its financial offer exactly as the Concession Document required

21. Section 7 of the Concession Document sets out what the financial offer must consist of: first, "*a financial offer calculated on the basis of commission fee of a minimum of 20% of turnover generated (excluding VAT) within the MCC [...] with a minimum of € 50,000 per annum*"; and second, "*a filled-in Financial Bid Form*".

22. Although Section 7(ii) speaks of a "*Financial Bid Form*", no separate financial bid form, as typically published with a call for tenders, was made available in this procedure. The only document which the Contracting Authority published for the purpose was Appendix 2 to the Concession Document, entitled "*Financial Offer*". A copy of Appendix 2, as published by the Contracting Authority on ePPS, is attached.[2] The Contracting Authority itself treated Appendix 2 as the Financial Bid Form. In the Letter of Rejection, it compares "*the financial offer submitted through ePPS*" with "*the Financial Bid Form*", and the only form which the Appellant submitted, or could have submitted, is Appendix 2. Appendix 2 is therefore referred to in this Appeal as the **Financial Bid Form**.

23. The Financial Bid Form asks for a single item: the "*Commission percentage during the term of the concession*", in numbers and in words. The Appellant filled it in correctly. It offered "21 %" in numbers and "TWENTY ONE percent" in words, and signed the form.[3] The figures and the words match, and the commission exceeds the minimum of 20%. The Appellant therefore did precisely what Section 7 and the Financial Bid Form required of it.

24. The Contracting Authority does not suggest otherwise. In the Letter of Rejection, it reproduces Section 7 as the requirement in issue and states that "*the financial offer required a commission fee to be quoted in percentage terms*". That is exactly what the Appellant did. The Letter of Rejection does not allege that the commission was expressed otherwise than as a percentage of turnover or that it was below 20%. *Ex admissis*, therefore, the Appellant's Financial Bid Form complied with the Concession Document.

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[2] **Exhibit A-2**, Appendix 2 to the Concession Document (Financial Offer), as published on ePPS.

[3] **Exhibit A-3**, the Appellant's Financial Bid Form.

25. It follows that the Appellant's financial offer was complete and correct as submitted, and called for neither rectification nor clarification. With respect, the Contracting Authority's observation that "*[t]his section is non-rectifiable*" is therefore misplaced.

(ii) The figure entered in the XML Tender Structure is not incompatible with the financial offer

26. The financial offer and the XML Tender Structure are not one and the same. Bidders submit their offers by completing the tender response format on ePPS, which is generated as an XML tender structure. Through it, a bidder uploads the documents which make up its offer, including, in this case, the signed Financial Bid Form. Separately, the XML Tender Structure contains a field in which the bidder keys in a single financial figure, which ePPS records in euro and displays at the opening of tenders.

27. The Financial Bid Form, in other words, is the financial offer required by Section 7, while the figure in the XML Tender Structure is a single entry—unsigned—made in the system.

28. It is this figure to which the Letter of Rejection refers when it speaks of "*the financial offer submitted through ePPS*". The Letter of Rejection states that the Appellant "*stated a value of €50,000*" in that financial offer. The only place in which the Appellant stated a value of €50,000 is the financial field of the XML Tender Structure, and that is precisely the value which the Tender Opening Report and the Opened Tender Details record against the Appellant's name.

29. Moreover, the Letter of Rejection distinguishes "*the financial offer submitted through ePPS*" from "*the Financial Bid Form*", which it mentions separately.

30. The Contracting Authority considers the figure entered in the XML Tender Structure and the Financial Bid Form to be "*incompatible*" and incapable of being "*reconciled*". That is not correct. Section 7(i) requires a commission of at least 20% of turnover "*with a minimum of € 50,000 per annum*", and Clause 18.25 obliges each concessionaire to make good any shortfall below that minimum. The figure of €50,000 is that minimum annual commission.

31. **A commission of 21% of turnover, subject to a minimum of €50,000 per annum, is precisely the financial offer which Section 7(i) describes.**

32. An incompatibility would only have arisen had the two figures stated different commission rates in the XML Tender Structure and the Financial Bid Form. This is not the case here. The figure of €50,000 is not, and could not be, a commission rate. Read as such, it would amount to a commission of 50,000% of turnover, and, as a sum in euro, it cannot be ranked against percentage offers under Section 8. The Appellant's offer therefore contains one commission rate only: <u>21%</u>.

33. Indeed, the Contracting Authority itself did not read the XML Tender Structure literally. ePPS recorded the figures entered by the other bidders as €24.00, €23.50 and €20.10. None of those figures is a percentage, and each falls far below the minimum of €50,000 per annum. The Contracting Authority nonetheless treated them as commission percentages, as the Letter of Rejection shows.

34. In view of the foregoing, the Contracting Authority's decision of 19 October 2026 was wrong and should be quashed by this Honourable Board.

C. SECOND GROUND OF APPEAL: THE APPELLANT WAS DISQUALIFIED ON A BASIS WHICH DOES NOT EXIST IN THE CONCESSION DOCUMENT

35. The Appellant submits that the Contracting Authority disqualified it on the basis of a requirement, and a sanction, which are found nowhere in the Concession Document.

36. The Concession Document itself makes no reference to the XML Tender Structure. It does not say what figure is to be keyed into its financial field, and it attaches no consequence to the figure so entered. Furthermore, the Concession Document expressly provides for two sanctions in relation to the financial offer. A commission below 20% "*will be rejected*" (Appendix 2 and Clause 12.2.3), and a bidder who does not accept an arithmetical correction will likewise see its bid rejected (Clause 12.3.2). Every bidder reading the Concession Document therefore knew exactly which shortcomings in its financial offer would lead to rejection.

37. However, the Appellant fell foul of neither: its commission of 21% was, *ex admissis*, a percentage of turnover, and it was above the minimum.

38. What the Concession Document does not do is attach any sanction to a financial offer which has been correctly filled in, still less to an alleged incompatibility between that financial offer and the figure keyed into the XML Tender Structure. Even if, for the sake of argument, the two were incompatible, which they are not, the Concession Document nowhere provides that such an incompatibility will lead to disqualification. A sanction as severe as disqualification can only be imposed where the procurement documents expressly provide for it.

39. This is settled law. A contracting authority cannot set aside an offer for reasons which are not contemplated in the call for tenders and, where it does so, it acts in breach of the principles of transparency and self-limitation which govern public procurement. The Court of Appeal applied this principle in *Krypton*, where the tender required bidders to submit a clear and legible copy of the product label, and the label submitted by the bidder was blurred. The Court

nonetheless annulled the bidder's disqualification, because the tender did not provide that an unclear label would lead to disqualification, and because the tender allowed clarifications:

> *Veru li s-sejħa kienet titlob li din it-tikketta kellha tkun ċara u leġibbli, biss però l-istess sejħa ma kinitx tgħid li jekk din it-tikketta ma tkunx hekk ċara u leġibbli, mela allura dik l-offerta kellha tiġi skwalifikata. Kemm hu hekk, is-sejħa kienet tippermetti li tista' ssir kjarifika.*[4]

40. A similar position was taken recently on 13 October 2026 in *European Dynamics*:

> *Fid-dawl ta' dawn il-prinċipji, minn qari tat-tender document, ma jirriżultax li eċċess fil-word count hija bażi ta' skwalifika. Il-word count kien qiegħed hemm imniżżel bħala indikazzjoni ta' kemm approssimattivament kellu jkun hemm kliem fir-write up. Madankollu, li kieku l-intenzjoni kienet li jekk jinqabeż dak il-word count, ikun hemm skwalifika jew xi penalizzazzjoni fil-marki mogħtija, dan kien jitniżżel speċifikament fid-dokument tas-sejħa għall-offerti. **La ma kien hemm imniżżel xejn dwar twarrib ta' offerti għal tali raġuni, il-kumitat ta' evalwazzjoni kien ikun skorrett li kieku fl-istadju tal-għarbiel tal-offerti, warrab xi offerta għal raġuni li ma kinitx maħsuba fid-dokument tas-sejħa għall-offerta nfisha**.*[5]

41. No such provision is to be found in the Concession Document. Nowhere does it provide that a bidder will be disqualified on account of the figure which it keys into the XML Tender Structure.

42. By disqualifying the Appellant on this basis, the Contracting Authority applied a requirement and a sanction unilaterally and *ex post* to the closing date for the submission of offers.

43. In view of the foregoing, the Contracting Authority's decision of 19 October 2026 was wrong and should be quashed by this Honourable Board.

[4] Court of Appeal, *Krypton Chemists Limited vs Central Procurement and Supplies Unit et* delivered on 13 November 2025, para. 32.

[5] Court of Appeal, *European Dynamics Luxembourg SA et vs LexNova noe* on 13 October 2026, para 90.

D. THIRD GROUND OF APPEAL: THE DISQUALIFICATION OF THE APPELLANT IS DISPROPORTIONATE

44. The Appellant submits that its disqualification on the alleged basis stated in the Letter of Rejection was disproportionate. Even if this Honourable Board were to find that the Appellant's offer contained an incompatibility calling for clarification, or even for rectification, *quod non*, the Tender Evaluation Committee was not entitled to react to it by disqualifying the Appellant outright.

(i) The test of proportionality

45. The principle of proportionality is well established in the jurisprudence of the Court of Appeal. In *Ballut Blocks*, the Court adopted the test formulated by the Court of Justice, under which it must be ascertained "*whether the means which it employs are suitable for the purpose of achieving the desired objective and whether they do not go beyond what is necessary to achieve it*".[6]

46. Over the years, the Court of Appeal has given that test practical content, in line with the case law of the Court of Justice. In particular:

    (a) not every shortcoming in an offer carries the same consequence: the consequence must depend on the gravity of the shortcoming and on its effects, in particular whether it gives the defaulting bidder an advantage or prejudices the other bidders (*Ballut Blocks*);

    (b) where an evaluation committee comes across an obvious error which appears *ex facie* and is essentially a matter of form, it may correct that error or seek a clarification from the bidder, provided that this does not in reality allow the bidder to submit a new offer, and provided that the irregularity is clerical and does not prejudice fair competition (*Polaris Marine*); and

    (c) where it is clear that the information or documents submitted as part of an offer require mere clarification or the correction of obvious material errors, such clarification or correction is permissible on a limited and specific basis, provided that this does not lead to the submission of a new tender (*SAG ELV Slovensko*; *Manova*; *MA.T.I. SUD*).[7]

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[6] Court of Appeal, *Ballut Blocks Services Limited vs Onorevoli Ministru għar-Riżorsi u l-Affarijiet Rurali et* delivered on 31 May 2013, para. 15.

[7] C-599/10 *SAG ELV Slovensko and Others* (29 March 2012) para. 40; C-336/12 *Manova* (10 October 2013) paras. 32 and 36; Joined Cases C-523/16 and C-536/16 *MA.T.I. SUD* (28 February 2018) paras. 50 and 52.

47. Applying that test, the question for this Honourable Board is whether the disqualification was suitable for the purpose of achieving the Contracting Authority's desired objective and whether it went beyond what is necessary to achieve it.

(ii) The disqualification went far beyond what was necessary

48. **The measure in question.** The Contracting Authority's alleged reason for disqualification is that the figure keyed into the XML Tender Structure could not be reconciled with the commission stated in the Financial Bid Form.

49. **The means employed.** The Tender Evaluation Committee disqualified the Appellant without first seeking any clarification from it.

50. **The aim of the Concession.** The purpose of this procedure was to identify the four bidders offering the highest commission on turnover, and thereby to secure for the Contracting Authority the highest possible average commission across all four concessionaires. The Contracting Authority's own stated objective in implementing the Concession is to "*[m]aximise its financial resources*".[8]

51. **Whether the means employed go beyond what is necessary.** Measured against that aim, the Appellant submits that the shortcoming relied upon by the Contracting Authority in rejecting the Appellant is of no gravity at all. The Appellant disclosed, in figures and in words, that it would pay 21% on turnover in terms of commission to the Contracting Authority.

52. Nothing in the XML Tender Structure could alter that commitment. The Appellant's ranking, in fourth place and ahead of an offer of 20.10%, follows from the 21% stated in its Financial Bid Form at the closing date, and from nothing else.

53. At no stage would the Appellant have been in a position to improve, adjust or reconsider its offer in the light of the offers of others. Therefore, admitting the Appellant's offer would have given it no advantage over the other bidders, and would have caused the latter no prejudice.

54. Moreover, the Tender Evaluation Committee had a far less drastic course available to it, which it chose not to take. Note 3, to which Section 7 is subject, expressly provides that "*clarifications and additional information to corroborate the submitted information may be requested*", and Clause 12.1.3 reserves the Contracting Authority's right to request clarifications at any stage of the evaluation process.

[8] Concession Document, page 11, Clause 2.2.9(ii).

55. If the TEC entertained any doubt as to the alleged incompatibility between the €50,000 entered in the XML Tender Structure and the 21% commission stated in the Financial Bid Form, that doubt could have been resolved by requesting the Appellant to confirm the commission already stated in its Financial Bid Form.

56. The Court of Appeal reached precisely this conclusion in *Europharma.* There, the Court held that a clarification could be sought, because it would add no new information but would merely clarify where that information was to be found. The Court concluded:

> *[...] ma jkunx qiegħed jitħaddem il-prinċipju tal-proporzjonalità jekk offerta vantaġġuża tiġi mwarrba għas-sempliċi fatt li l-informazzjoni rikjesta kienet ingħatat f'parti oħra tal-offerta u mhux fil-parti fejn kellha tiġi nserita.*[9]

57. In the case before this Honourable Board, the commission rate was stated in the right part of the offer, the Financial Bid Form, and the Concession Document provides for no sanction at all.

58. Nor would the position be any different if the figure in the XML Tender Structure were considered to require correction, rather than mere clarification. In *Evans,*[10] the Court of Appeal held that a mistake which is one of form, rather than of substance, may be put right under the principle of proportionality, since nothing prevents an evaluation committee from correcting an obvious error, or seeking a clarification, where this changes nothing in the substance of the offer. The Court explained why:

> *is-sanzjoni tat-twarrib ta' offerta fuq żbalji ta' formalità u mhux ta' sustanza hija spiss meqjusa bħala kastig sproporzjonat, għaliex min-natura tagħhom, nuqqasijiet bħal dawn ma jmissu xejn mill-qalba tal-offerta, u sakemm is-sustanza tal-offerta tibqa' kif kienet, ma jkunx jista' jingħad li xxellef il-prinċipju tat-trattament indaqs ta' bejn l-offerenti, jew li jkun ingħata xi vantaġġ kompetittiv.*

59. The Court added that, where the relevant information can be derived from another part of the offer, the offer should not be set aside merely because the information was not given in the precise part, or in the exact form, requested.

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[9] Court of Appeal, *Europharma Limited vs Central Procurement and Supplies Unit et* delivered on 29 January 2026, paras 26 to 29 and 36.

[10] Court of Appeal, *Katari Holdings Limited et vs Malta Investments & Economic Advisory Ltd et* delivered on 25 June 2026 (App. Civ. 119/2026/1), paras. 9 and 77 to 82.

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60. In this respect, it recalled *Ballut Blocks*,[11] where an offer was saved although no price had been entered in the relevant part of the financial offer, because the price could be derived from elsewhere in the bid.

61. In this case, the Appellant's commission was already stated, beyond any doubt, in a document signed by the Appellant itself: its Financial Bid Form. A clarification, or even a correction, to the extent that it was necessary, of the figure in the XML Tender Structure would have changed nothing in the Appellant's offer. The Tender Evaluation Committee, however, disqualified the Appellant outright.

62. In doing so, the Contracting Authority went beyond what was necessary, and in fact acted against the very aim of the Concession.

63. In view of the foregoing, the Appellant's disqualification was disproportionate, and the Contracting Authority's decision of 19 October 2026 was wrong and should be quashed by this Honourable Board.

THEREFORE, in view of the above and for any other reasons that may be brought in due course at law, the Appellant requests that this Public Contracts Review Board:

a. declare that the Contracting Authority's decision of 19 October 2026 to reject the Appellant's offer as non-compliant, and to recommend the award of the Concession to the Recommended Concessionaires, is wrong and/or unlawful;

b. consequently, quash and/or revoke the Contracting Authority's decision of 19 October 2026;

c. order the Contracting Authority to readmit the Appellant's offer and to evaluate it on the basis of the commission percentage stated in its Financial Bid Form;

d. order the refund of the deposit paid by the Appellant;

subject to any declaration or order that it deems fit and opportune.

Yours sincerely,
Ganado Advocates

Adv. Clement Mifsud-Bonnici
171, Old Bakery Street,
Valletta, VLT1455

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[11] ibid 6, paras. 2 and 3.

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

Pay third party

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Transaction details

Date:	28/10/2026
From:	Internet Banking
Transaction ID:	187710304
Status:	Registered
Transaction:	Pay third party
Payee type:	Corporate Payee
Company name:	Cashier Malta Government
Relation:	Professional Service
Reason:	Other
Payment details:	Deposit for the concession reference number MCC57 2025
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
Withdraw from account:	Cor Cat Current (EUR) 4001139323 2
Charges should be paid by:	Shared - I pay BOV charges; Cashier Malta Government pays the beneficiary bank charges
Amount:	EUR 50,000.00
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.
To be effected on:	as soon as possible
Credited amount:	EUR 50,000.00
Debited amount (excluding charges):	EUR 50,000.00
Estimated amount to be withdrawn from account:	EUR 50,004.00
Transaction charge:	EUR 4.00
Creator:	Mr Winston Caruana
Authorised by:	Mr Edmond Bonnett, Mr Glenn Cutajar Ghigo
Result:	Your instructions have been processed successfully.

MEDITERRANEAN
CONFERENCE CENTRE
VALLETTA ✠ MALTA

Tender ID 000240384

Corinthia Caterers Limited

MCC 57/2025 CONCESSION FOR THE PROVISION AND MANAGEMENT OF CATERING SERVICES AT THE MEDITERRANEAN CONFERENCE CENTRE (MCC)

Dear Sir/Madam,

Thank you for participating in the above-mentioned procurement procedure. However, this Entity regrets to inform you that the proposal submitted by your company was not financially compliant.

The main reason why your procurement proposal was non-compliant is as follows:

7. FINANCIAL OFFER(Part 3)

(i) A financial offer calculated on the basis of commission fee of a minimum of 20% of turnover generated (excluding VAT) within the MCC by the Concessionaire payable to the Contracting Authority with a minimum of € 50,000 per annum.

(ii) A filled-in Financial Bid Form (as per document available to download online from www.etenders.gov.mt) as per Tender Response Format.

You stated a value of €50,000 in the financial offer submitted through ePPS, notwithstanding that the financial offer required a commission fee to be quoted in percentage terms. Furthermore, the financial offer submitted through ePPS and the Financial Bid Form were incompatible and could not be reconciled. A clarification before closure date was issued by the contracting authority stating the percentage requirement. This section is non-rectifiable.

The procurement was recommended for award to the offers satisfying the administrative, technical and financial criteria as follows:

Tender ID	Name of Tenderer	Financial offer – concession fee p.a. – minimum 20 %
240370	James Caterers Ltd	24.00
240412	Xara Palace Hotel Company Ltd	23.50
240331	Villa Arrigo Ltd	20.10
240372	Neriku Ltd	24.00

The final applicable commission rate in accordance with section 8 of the concession		22.90

24.00+23.50+20.10+24.00=91.6/4= 22.90

If you intend to object to this decision, the Concession Contracts Regulations SL 601.09 allow for an official objection which in this case has to be lodged at the Public Contracts Review Board, Notre Dame Ditch, Floriana by 10 calendar days from publication of this notice on epps against a deposit of EUR 50,000. Please refer to section 13 of the concession document.

The official 'recommendation for award' schedule can be accessed on the website: www.etenders.gov.mt.

Although this Entity has not been able to make use of your services on this occasion, we trust that you will continue to take an active interest in its procurement opportunities.

Yours sincerely

The Evaluation Committee

APPENDIX 2:

FINANCIAL OFFER

REFERENCE NUMBER: MCC 57/2025

Bidder's name: _____

Commission percentage during the term of the concession*	[Amount in numbers]% ([Amount in words] percent)

*The Commission fee must not be less than 20% of the yearly turnovoer. Fees below 20% will be rejected.

APPENDIX 2:

FINANCIAL OFFER

REFERENCE NUMBER: MCC 57/2025

Bidder's name: CORINTHIA CATERERS

Commission percentage during the term of the concession*	21 % (TWENTY ONE percent)

*The Commission fee must not be less than 20% of the yearly turnovoer. Fees below 20% will be rejected.

