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9th[th] November 2026

Public Contracts Review Board

Notre Dame Ditch

Floriana

Corinthia Caterers Limited
Appellant

vs

Mediterranean Conference Centre et
Respondents

Re: MCC 57/2025 - Concession for the Provision and Management of Catering Services at the Mediterranean Conference Centre

Reasoned Reply of Villa Arrigo Ltd.

Villa Arrigo Ltd, an interested party and one of the tenderers recommended for the award of the above-captioned Concession, respectfully submits:

1. By an objection filed on the 29th of October 2026 (the "Objection"), Corinthia Caterers Limited (the "Appellant") challenges the decision of Mediterranean Conference Centre (the "Contracting Authority") of the 19th of October 2026 whereby the Appellant's offer was rejected as financially non-compliant and the Concession was recommended for award to James Caterers Ltd, Neriku Ltd, Xara Palace Hotel Company Ltd and Villa Arrigo Ltd.

2. Villa Arrigo Ltd has a direct interest in these proceedings. Its financial offer was 20.10%. The Appellant itself states that, were its asserted commission of 21% to be admitted, it would rank ahead of Villa Arrigo Ltd and replace it amongst the four recommended concessionaires.
3. Villa Arrigo Ltd associates itself with the position advanced by the Contracting Authority in its reasoned reply of 5 November 2026 and submits that the Objection should be rejected.
4. In the financial field of the ePPS tender response format, the Appellant entered €50,000. In the Financial Bid Form submitted with its offer, it stated a commission percentage of 21%.
5. Prior to the closing date, the Contracting Authority specifically clarified what was to be entered in the relevant ePPS financial field. Clarification no. 6 asked whether the value to be inserted was "the percentage or a value in EUR". The answer, published on 4 March 2026, was unequivocal:"**A percentage please.**"
6. The Concession Document further provided that clarification notes constituted an integral part of the concession documentation and that, by submitting a bid, a bidder accepted the Concession Document, including subsequent clarifications issued by the Contracting Authority, without reservation.
7. The Appellant does not contend that the €50,000 entry resulted from a typographical or clerical error. On the contrary, it expressly states that it entered that figure in the ePPS financial field "being the minimum annual commission stipulated in Section 7(i) of the Concession Document".
8. Accordingly, the Appellant's contention that the Concession Document did not specify what was to be entered in the ePPS financial field falls to be considered in light of Clarification no. 6. The precise question whether that field was to contain a percentage or a value in euro had been raised and expressly answered before the closing date.
9. Regulation 98 of the Concession Contracts Regulations, S.L. 601.09, expressly provides a pre-closing remedy before this Honourable Board whereby a prospective candidate may, inter alia, seek determination of issues relating to submission of an offer through the Government's e-procurement platform, seek removal of

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discriminatory financial specifications, or seek correction of errors or removal of ambiguities in the concession documents or clarification notes. The Appellant did not invoke that remedy in relation to the requirement contained in Clarification no. 6 before submitting its offer.

10. The Appellant's failure to avail itself of regulation 98 is relevant to its present contention that the requirement governing the ePPS financial field was unclear or objectionable. The requirement had been expressly clarified before the closing date and no pre-closing challenge was made to it.

11. Regulation 51(1) of S.L. 601.09 provides that the role of the Evaluation Committee is to evaluate and deal with submissions made by candidates or tenderers"as established in the concession documents" and to make recommendations to the Contracting Authority or the Special Contracts Committee, as the case may be.

12. The Concession Document itself provided that any "disagreement, contradiction, alteration or deviation" not permitted thereunder would lead to the bid not being considered further. Clause 10.6.1 further provided that evaluation was to be based on the material actually presented and not on what is or may be implied.

13. The Appellant's submission contained two different financial entries: €50,000 in the ePPS financial field and 21% in its Financial Bid Form. The former was inserted notwithstanding Clarification no. 6 expressly requiring a percentage in that field.

14. The Appellant contends that the 21% stated in its Financial Bid Form should nevertheless be treated as its operative commission percentage. For that contention to succeed, however, the €50,000 deliberately entered in the ePPS financial field would have to be disregarded notwithstanding Clarification no. 6 and the provisions of the Concession Document concerning contradictions in an offer.

15. Note 3 to Section 7 of the Concession Document expressly provides:

"No rectification shall be allowed. Only clarifications and additional information to corroborate the submitted information may be requested."

16. The present case does not concern a financial figure omitted from one part of the tender but otherwise stated consistently elsewhere. The Appellant positively

submitted €50,000 in the ePPS financial field and 21% in its Financial Bid Form and accepts that the former figure was entered deliberately.

17. In those circumstances, a request to the Appellant to confirm that 21% should prevail would not merely identify where information already submitted could be found. It would require the inconsistency between the two financial entries to be resolved after the closing date. Such a course falls outside the corroborative clarification contemplated in Note 3 and would entail rectification of the financial submission, which Note 3 expressly excludes.

18. The authorities invoked by the Appellant do not determine the present case in its favour. On the Appellant's own description of them, those authorities concern information available elsewhere in an offer or errors capable of clarification or correction without altering the substance of the tender. The material distinction in the present case is that the €50,000 entry was deliberately made, while a specific clarification issued before the closing date expressly required a percentage to be inserted in that field.

19. Regulation 60(1) of S.L. 601.09 requires contracting authorities and contracting entities to treat economic operators equally and without discrimination and to act in a transparent and proportionate manner. Regulation 61(2) further provides that the design of the concession award procedure is to respect the principles laid down in regulation 60 and, in particular, prohibits the provision of information in a discriminatory manner which may give some candidates or tenderers an advantage over others.

20. Those principles are directly relevant to Villa Arrigo Ltd. The figures entered in the ePPS financial field by the recommended tenderers were 20.10 for Villa Arrigo Ltd, 23.50 for Xara Palace Hotel Company Ltd and 24.00 for each of James Caterers Ltd and Neriku Ltd. The Appellant entered 50,000.00.

21. The relief sought by the Appellant is not neutral in its effect upon the outcome of the competition. The Appellant itself states that, if its 21% figure were accepted as its operative financial offer, it would rank ahead of Villa Arrigo Ltd's 20.10% offer and replace Villa Arrigo Ltd amongst the four recommended concessionaires.

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22. Regulation 79(1) of S.L. 601.09 requires concessions to be awarded on the basis of objective criteria which comply with the principles set out in regulation 60 and which ensure that tenders are assessed in conditions of effective competition. Regulation 79(3) requires those criteria to be accompanied by requirements allowing the information supplied by tenderers to be effectively verified, while regulation 79(4) requires the Contracting Authority to verify whether tenders properly meet the award criteria.

23. The requirements of proportionality, equal treatment and transparency must therefore be applied together. In the circumstances of the present case, they do not support disregarding the €50,000 entry deliberately made by the Appellant contrary to Clarification no. 6, particularly where the result sought by the Appellant would alter the ranking to the detriment of a tenderer which complied with that clarification.

24. The fact that ePPS recorded the figures entered by tenderers under a euro-denominated heading does not determine the issue. Clarification no. 6 was directed specifically at whether the value to be inserted in the relevant ePPS field was to be a percentage or a value in euro and instructed bidders to enter a percentage. The recommended tenderers entered 20.10, 23.50, 24.00 and 24.00 respectively, whereas the Appellant entered 50,000.00.

25. The decision under appeal was accordingly based on the financial entries actually submitted by the Appellant, Clarification no. 6, Note 3 to Section 7, and the provisions of the Concession Document governing contradictions and the evaluation of material actually presented. The rejection of the Appellant's tender on that basis is consistent with the requirements of equal treatment, non-discrimination, transparency and proportionality expressly established by regulation 60(1) of S.L. 601.09.

26. Villa Arrigo Ltd accordingly submits that the grounds raised by the Appellant do not justify setting aside the decision under appeal and that the Objection should be rejected.

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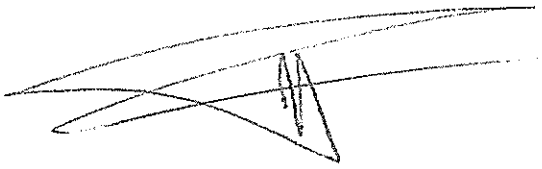
For the foregoing reasons, and in support of the submissions advanced by the Contracting Authority in its reasoned reply, Villa Arrigo Ltd respectfully requests this Honourable Board to:

a. reject the Objection filed by Corinthia Caterers Limited in its entirety;

b. confirm the decision under appeal and the recommendation for award insofar as Villa Arrigo Ltd is concerned; and

c. give such further or other direction as this Honourable Board may deem appropriate in the circumstances,



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