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11th November 2026

The Secretary
Public Contracts Review Board
Notre Dame Revlin
Floriana VLT 2000

Re: CT2185/2026 – FRAMEWORK CONTRACT FOR THE PROVISION OF CHAUFFEUR DRIVEN AMBULANCE SERVICE INCLUDING FIRST AIDERS FOR SAINT VINCENT DE PAUL

Reply to the appeal filed by South Lease Limited in relation to the tender above.

I write to you for and on behalf of Saint Vincent De Paul (hereinafter the 'Contracting Authority') in connection with the above captioned Tender procedure, and particularly with reference to the objection filed by South Lease Ltd (hereinafter the 'Objector').

Objector has filed the appeal and is basing its appeal on five grounds, which will be addressed individually in this reply.

To this effect, the Contracting Authority is rebutting this objection and the grounds of appeal raised therein which grounds will be addressed in this reply.

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PRELIMINARY SUBMISSIONS

1. The Contracting Authority catergorically rejects the arguments put foward by the Objector and respectfully submits that the decision declaring the Objector's tender technically non-compliant was lawful, reasonable, proportionate and justified.

2. The crux of the dispute principally concerns the Objector's failure to submit the technical documentation expressly required under the tender, notwithstanding the fact that the Evaluation Committee afforded the Objector a specific opportunity to rectify the shortcomings identified in its submission.

3. The Contracting Authority submts that the Objector seeks to conflate two separate and distinct matters; namely:

   a) whether the ambulance proposed by the Objector may, in fact, possess certain technical characteristics; and

   b)whether the Objector submitted the documentation prescribed by the tender requirements establishing compliance with the individual technical specifications.

4. The latter is the relevant consideration for the purposes of determining the technical compliance of the tender submitted.

5. Indeed, the Evaluation Committee was obliged to assess the objector's offer on the basis of the documentation submitted and not on the basis of assumptions or representations which remained insufficiently substantiated.

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6. Moreover, it is pertinent to point out that the objector was not immediately excluded upon identification of the missing documentation. On the contrary, the evaluation committee expressly invited the objector to remedy the shortcomings. The objector nevertheless failed to submit documentation adequately addressing the outstanding requirements.

FIRST GRIEVANCE – ALLEGED FAILURE TO EVALUATE LITERATURE SUBMITTED

7. By means of this ground of appeal, the Objector contends that the Evaluation Committee incorrectly concluded that the literature required under Item 1 of the Literature List had not been submitted.

8. The Contracting Authority respectfully submits that this grievance is based upon an overly literal and incomplete interpretation of the Evaluation Committee's findings.

9. The central issue is not whether the Objector uploaded the documents under the Literature List, but whether the documents submitted were sufficient to establish compliance with the relevant specifications.

10. The General Certificate of conformity submitted by the objector and which same objector is resting upon as a basis for his appeal, does not necessarily provide evidence of compliance with every additional requirement imposed by the Contracting Authority under specifications 4.2.3.2 to 4.2.3.13. Indeed, the tender contains specific requirements which extend beyond a general declaration of conformity with EN 1789, including the provision of particular medical equipment, a bariatric-rated electrically operated stretcher, a battery-operated stair climber, wheelchair restraint arrangements, and live vehicle tracking accessible to the Contracting Authority.

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11. The mere fact the the vehicle is certified as a Type B ambulance cannot automatically be treated as proof that every item of equipment and every additional requirement is installed and available, in compliance with the tender.

12. Likewise, the bodybuilder's document relied upon by the Objector contains descriptions of various components and equipment. However the question remains whether the documents establish compliance with each of the specifications as actually formulated in the tender.

13. The Evaluation Committee was entitled and indeed obliged, to distinguish between documents which generally describe the ambulance and documents which adequately substantiate the particular tender requirements. The Contracting Authority therefore denies that the Evaluations Committee failed to consider the documentation submitted. Insufficient documentation does not equate to the evaluation committee in failing to consider the documententation presented, albeit insufficient.

14. Infact, the request for rectification itself shows that the evaluation committee examined the submitted documentation and allowed the Objector the opportunity to rectify. Notwithstanding such request, the additional documentation submitted addressed only limited requirements.

15. Therefore the contracting authority submits that the first grievance is unfounded.

SECOND GRIEVANCE – ALLEGED COMPLIANCE ESTABLISHED BY THE SUBMITTED LITERATURE.

16. By means of this ground, the objector further contends that the documents originally submitted sufficiently established compliance with the technical specifications.

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17. The contracting authority respecfully disagrees with this line of argumenatation. The objector's argument proceeds upon the erroneous premise that compliance with EN1789 necessarily establishes compliance with all the individual specifications contained in the tender.

18. While EN 1789 is relevant to the classification and certain technical characteristics of ambulances, the tender expressly imposed additional requirements which were to be satisfied and corroborated by detailed literature.

19. The mere reference to the commercial designation of equipment does not necessarily establish all the characteristics required by the tender, including the relevant load capacity and suitability for the specified purpose. In the absence of sufficient supporting technical documentation, the Evaluation Committe could not be expected to infer that the equipment satisfied every mandatory requirement.

20. For instance, such consideration finds application in several tender requirements, inter alia, requirements 4.2.3.5, 4.2.3.7 and 4.2.3.8, concerning the securing of wheelchairs and their occupants. Such requirement does not simply mandate that the ambulance be generally suitable for patient transportation. Rather the tender requires specific arrangements for securing wheelchairs and separately restraining their occupants. In this regard, the Contracting Authoity was entitled to require sufficient evidence demostrating the existence and suitability of those arrangements. This besides the fact the tender requirements themselves required submissions of such literature demonstrating compliance.

21. Specification 4.2.3.10 expressly required the ambulance to be equipped with live data tracking accessible by the contracting authority. Such a requirement was not automatically established by the general certificate of conformity with EN 1789. In this regard, the objector was required to substantiate the

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availability of tracking facility and its proposed accessibility to the contracting authority.

22. Insofar as the Objector relies upon the vehicle's logbook, insurance certificate and roadworthiness documentation, these documents may serve to establish certain matters concerning registration, insurance and roadworthiness. They do not however, constitute comprehensive evidence of compliance with the remaning technical specifications.

23. The contracting authority reiterates that the evaluation committee was not required to independently investigate, research or reconstruct the objector's technical offer in order to establish compliance with the requirements which the tenderer itself was obliged to substantiate (in adherence to the principle of self-limitation). The responsibility to submit a sufficiently documented and compliant tender rested with the Objector.

24. Consequently, this second grievance is likwise unfounded.

THIRD GRIEVANCE - ALLEGED IMPOSSIBILITY OF PROVIDING MANUFACTURER'S LITERATURE.

25. By means of this ground of appeal, the Objector contends that certain specifications are not capable of being evidenced through manufacturer's literature and that the Evaluation Committee should therefore have relied upon the declarations made in the Tenderer's Technical Offer Questionnaire.

26. The Contracting Authority submits that this argument does not justify the Objector's failure to provide adequate supporting documenation in respect of the technical requirements.

27. Primarily, it is pertinent to note that, if according to the Objector, certain requirements cannot be backed or corroborated by technical litertaure, he could

have easily resorted to a pre-contractual remedy under regulation 262 of the Public Procurement Regulations, something which the objector did not do.

28. Also, while it is conceded that certain specifications (such as specification 4.2.3.6 which concerns the responsibility of drivers to secure wheelchairs) by their nature, concern operational obligations rather than inherent physical characteristics of the ambulance, this does not however eliminate the requirement to substantiate the physical and technical features of the ambulance and its equipment where supporting documentation is reasonably capable of being provided.

29. The Objector's arguments therefore cannot be extended to all the specifications collectively.

30. Furthermore, the objector was expressly afforded an opportunity to clarify and rectify the documentary shortcomings identified by the Evaluation Committee. If the Objector considered that particular specifications could not be evidenced by manufacturer's literature, it remained incumbent upon the objector to provide an appropriate explanation and any alternative supporting documentation capable of establishing compliance, within the limits permitted by the tender conditions.

31. The objector did not thereby acquire an entitlement to have the remaining technical requirements presumed satisfied merely on the basis of its general declaration of compliance.

32. Moreover, the contracting authority further submits that the tenderer's technical offer questionnaire cannot be interpreted as superseding the separate requirement to submit corroborating literature. The tender expressly distinguishes between the technical offer and the supporting literature, and both requirements must be given effect.

33. Accepting the Objector's interpretation would effectively permit a tenderer to dispense with the documentary requirements prescribed by the tender, thereby undermining the transparent and uniform evaluation process.

34. This third grievance should therefore also be rejected.

FOURTH GRIEVANCE - ALLEGED DISPROPORTIONALITY AND EXCESSIVE FORMALISM.

35. The objector invokes the principle of proportionality under regulation 39 of the public procurement regulations and alleges that the decision declaring its tender technically non-compliant was excessive and disproportionate.

36. The Contracting Authority respectfully submits that the principle of proportionality cannot be interpreted as requiring a contracting authority to disregard mandatory tender conditions to presume compliance where sufficient evidence has not been provided.

37. Regulation 39 must be read in conjunction with the equally fundamental principles of equal treatment, non-discrimination and transparency. These principles require contracting authorities to evaluate competing tenders by reference to the same published conditions and to apply those conditions consistently.

38. In the present case, the requirement to submit supporting technical literature pursued a legitimate and important objective, namely enabling the Evaluation Committee to verify that the ambulance and its equipment complied with the specifications established for the provision of services to vulnerable residents.

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39. The tender concerns the transportation of persons receiving long-term care, for whom the safety, reliability and suitability of the ambulance and its medical equipment are matters of particular importance. Accordingly, the requirement to provide adequate evidence of technical compliance cannot reasonably be characterised as an unnecessary or arbitrary formality.

40. The Contracting Authority further submits that the Evaluation Committee acted proportionately by affording the objector an opportunity to rectify the identified documentary shortcomings rather than immediately rejecting its offer. The objector was specifically informed of the deficiencies and of the consequences of failing to remedy them.

41. The contracting authority therefore submits that the decision was proportionate to the nature of the shortcomings identified and the objector's failure to remedy them.

42. Also, the objector argues that, in substance, the evaluation committee was indeed in a position to confirm that its offer was compliant with the tender requirements, irrespective of the form in which such literature was presented. In this regard, the contracting authority submits that this is not a case where the literature (substance) was submitted and the proper form was not followed, but rather that no substance for certain requirements was submitted altogether and therefore there was no substance upon which the evaluation committee could have effectively adjudicated the tender.

43. Therefore, the fourth grievance should accordingly be dismissed.

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FIFTH GRIEVANCE – CANCELLATION OF THE TENDER.

44. The objector finally challenges the cancellation of Tender CT 2185/2026 contending that the cancellation was a consequence of the allegedly unlawful exclusion of its offer. The contracting authority rejects this contention.

45. Following the evaluation process, none of the offers submitted was found to satisfy all the applicable requirements for the award of the contract. In particular, the objector's offer was declared technically non-compliant for the reasons outlined above. Consequently, there was no technically compliant offer capable of proceeding to award.

46. The contracting authority submits that the cancellation of the tender was therefore a legitimate consequence of the evaluation outcome and not an arbitrary or independent decision intended to prejudice the objector.

47. The contracting authority submits that the relevant consideration is whether the evaluation process resulted in an offer which could be lawfully accepted and awarded in accordance with the tender conditions.

48. Since all submitted offers were found non-compliant, the contracting authority was not obliged to proceed with the award of the contract to an economic operator whose offer did not satisfy the applicable requirements.

49. The cancellation of the tender cannot therefoe be impugned merely because the objector disputes the findings of the evaluation committee. The decision has failed to establish that the decision declaring its offer technically non-compliant was unlawful or that the consequent cancellation of the tender was unjustified.

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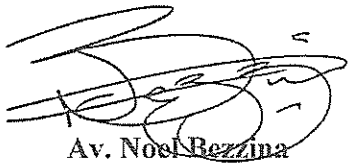
50. The fifth grievance should therefore also be dismissed.

THEREFORE, in view of the above and for other reasons that may be adduced at law at the sitting to be set by this Board, the Respondent Contracting Authority humbly requests that this Board, save for any other declaration, order or decree it may deem fit:

a. Declare the applicant's objection and consequent claims as unfounded both at law and in fact and consequently rejects the objection and consequent claims;

b. Rejects the applicant's request to be refunded in full the deposit paid upon filing of the application.



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