OLD MINT LEGAL

40/1, Old Mint Street, Valletta VLT 1514, Malta
9927 2194 | 2123 0567



18th November 2026

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

Dear Sir,

Re: CfT/FMS/26/012 – Supply, Delivery, Installation and Commissioning of Furniture and Domestic Appliances for Site Offices at Mater Dei Hospital

By means of the present letter we are hereby filing the 'Reasoned Letter of Reply' for and on behalf of the Foundation for Medical Services, as the contracting authority publishing the captioned tender (hereinafter referred to as the '**Contracting Authority**'), with reference and in response to the letter of objection filed on the 9th November, 2026 (hereinafter referred to as the '**Objection Letter**') by ABRA MC Group Limited (C 13316) (hereinafter referred to as the '**Appellant**') in relation to the captioned tender.

The Contracting Authority informed the Appellant, by means of a letter dated 30th October, 2026, that its offer was deemed financially non-compliant because *"the Evaluation Committee was unable to establish a single definitive tender price from the tender documents submitted prior to the deadline for submission of tenders. Any acceptance of the clarification would have effectively resulted in the substitution of one financial amount for another and, consequently, an amendment to the financial offer after the closing date for submissions."*. In view of this the tender procedure was cancelled in terms of Clause 18.3(a) of the General Rules Governing Tenders. Copy of letter is herewith attached and marked as **Doc. A**.

As will be evident from this Letter of Reply, the Evaluation Committee found that the Appellant's offer contained two different prices: the sum of €64,945.00 entered in the ePPS financial data field, and the sum of €64,143.00 resulting from the Appellant's own uploaded Financial Bid Form. When asked to clarify, the Appellant did not confirm the price in its Financial Bid Form. It declared that price in the Financial Form **to be an error** and requested that a different price be substituted for it. The Evaluation Committee could not accede to that request without permitting a rectification of the financial offer after the closing date, which Note 3 of the tender document expressly prohibits.

By means of the Objection Letter, the Appellant raised seven grounds of objection, namely: (1) that the correct tender amount submitted was €64,945.00; (2) that the request for clarification was unnecessary and apparently erroneous; (3) that its clarification reaffirmed its original tender amount; (4) that the finding of financial non-compliance requires reconsideration; (5) that it was

the lowest-priced tenderer; (6) that no technical or administrative non-compliance was identified; and (7) that the consequent cancellation of the tender procedure should be reviewed. The Contracting Authority will address each ground in turn, following the Appellant's own numbering.

The Contracting Authority will humbly proceed with providing the context and background to the tender at issue prior to delving into the grievances raised by the Appellant in its Objection Letter:

A. Background

The tender in question concerns the supply, delivery, installation and commissioning of furniture and domestic appliances for the site offices at Mater Dei Hospital. The Estimated Procurement Value was that of €77,469 excluding VAT, and the sole award criterion was the price, in that the contract was to be awarded to the cheapest priced offer satisfying the administrative and technical criteria as per clauses 1.3 and 6.1 of the Instructions to Tenderers.

Two offers were received by the closing date of the 10th of September 2026 that of the Appellant and that of Omnistat Ltd, the latter recorded in the tender opening schedule at €68,545.50.

The Appellant submitted an offer. The amount entered by the Appellant in the ePPS financial data field, and reflected in the tender opening schedule, was €64,945.00 (attached and marked as **Doc. F**). The Financial Bid Form uploaded by the Appellant in the Financial Section of ePPS is a Bill of Quantities in spreadsheet format, comprising Bill 1 (Preliminaries), Bill 2 (Furniture and Ancillary) and Bill 3 (Domestic Appliances), each priced item by item with rates and quantities, and a Summary sheet carrying the bill totals forward. Worked out from the rates and quantities quoted by the Appellant, it produces a total of €64,143.00. **The two figures differ by €802.00.**

By means of a clarification request dated 11th September 2026 and posted on ePPS on the 30th September 2026 herewith attached and marked as **Doc. B**, the Evaluation Committee informed the Appellant that the shortcoming related to the financial criteria *"and is hence falling under Note 3"*. It asked the Appellant to *"confirm whether this discrepancy is the result of an arithmetic error and confirm that the correct tendered amount is €64,143.00, as stated in the submitted Financial Offer."*

The Appellant replied by means of a letter dated 1st October, 2026, herewith attached and marked as **Doc. C**, wherein it stated that:

> *"We confirm that the amount of €64,143.00 indicated in the Financial Offer was entered in error. Accordingly, the amount of €64,945.00, as entered in the ePPS financial schedule, shall be considered the correct tendered amount for the purpose of our submission."*

Following its assessment of this reply, the Evaluation Committee concluded that it could only accept the sum of €64,945.00 by changing the Appellant's financial offer in the Financial Form after the closing date. The offer was therefore deemed financially non-compliant. The Evaluation Committee recommended the cancellation of the tender procedure, and the Departmental Contracts Committee, at its session held on the 27th of October 2026, agreed with that recommendation, herewith attached and marked as **Doc. D**. The decision was published by means of the Schedule of Cancellation dated 30th of October 2026, herewith attached and marked as **Doc. E**, and communicated to the Appellant by means of **Doc. A**.

B. The Applicable Rules

Clause 5(D) of the Instructions to Tenderers places both the financial offer (Clause 5(D)(i)) and the Financial Bid Form (Clause 5(D)(ii)) under Note 3, which provides:

> *"3. No rectification shall be allowed. Only clarifications on the submitted information may be requested. Tenderers will be requested to clarify the submitted information within five (5) working days from notification."*

The same Clause 5(D)(ii) regulates expressly which price is to prevail where the total entered in ePPS differs from the uploaded financial document:

> *"In case of any discrepancy between what the bidder inputs as a total in the respective space directly in the .xml tender structure (and reflected in the Opening of Offers Schedule) and what the bidder uploads as a document where requested in the Financial Section of the ePPS, the total in the .xml shall prevail for global-priced/lump sum financial offers.* ***On the other hand, where the financial offers to be uploaded constitute a Bill of Quantities (BoQ) or financial bid forms which contain rates/quantities/total prices broken down where the total can be arithmetically worked out and/or corrected, the total financial values worked out within the uploaded document in the Financial Section of the ePPS will prevail."*** *(emphasis added)*

The rule in Clause 5(D)(ii) reflects Article 5.5 of the General Rules Governing Tenders, on which the rejection letter relied. The General Rules Governing Tenders, which form an integral part of the tender document, further provide that requests for clarification and the replies thereto may in no circumstances alter or try to change the price or content of the tender, and that a tenderer is bound by the amount resulting from the correction of arithmetical errors, failing which its tender is to be rejected (Clause 17 of the General Rules Governing Tenders).

In this particular case, the Evaluation Committee did allow for the Contractor to confirm this by means of the clarification letter whereby it stated it requested the Contractor to confirm that the "*correct tendered amount is €64,143.00, as stated in the submitted Financial Offer*". **However the appellant did the opposite and instead of confirming the figure submitted in the Financial Offer, referred to a figure which was not reflected in the Financial Offer.** Faced with this and hence an explicit request to rectify by the Contractor, the Evaluation Committee had no other option than to reject the bid.

Regulation 62 of the Public Procurement Regulations (S.L. 601.03) allows a contracting authority to request economic operators to submit, supplement, clarify or complete information which is or appears to be incomplete or erroneous. Such a request must, however, respect the principles of equal treatment and transparency, and the Court of Justice of the European Union has consistently held that it cannot lead to the submission of what is in reality a new tender (*vide* Case C-599/10 *SAG ELV Slovensko and Others*, and Case C-336/12 *Manova*.)

All this established, the Contracting Authority will proceed to provide its submissions in relation to the grievances raised by the Appellant in the Objection Letter.

C. Submissions on the Grievances

First Grievance – Correct Tender Amount Submitted – €64,945.00

In its first grievance the Appellant relies on the sum of €64,945.00 entered in the ePPS data field and on the Summary sheet of its Financial Offer spreadsheet. The Contracting Authority fully rebuts this submission and considers it as being unfounded both in fact and at law.

In *primis*, the sum entered in the ePPS data field and published at the tender opening does not rectify the defect in the Appellant's offer, **but is the very source of it.** The Appellant submitted two prices. Only one could bind, and the tender document itself states which.

As shown above, Clause 5(D)(ii) of the Instructions to Tenderers gives precedence to the total entered in the .xml tender structure **only** in the case of global-priced or lump-sum financial offers. The Appellant's Financial Bid Form is not a lump sum: it sets out the rates, quantities and totals for each item, so that its total can be arithmetically worked out. For such a form, the tender document provides in unequivocal terms that the total worked out within the uploaded document shall prevail. That total is €64,143.00. Under the very rules of the tender, therefore, €64,143.00 was the Appellant's binding price.

The Summary sheet relied upon by the Appellant does not work anything out. It carries forward the bill totals. The total which is actually worked out within the uploaded document, from the Appellant's own rates and quantities, is €64,143.00.

The Appellant submitted its offer with full knowledge of this rule. It did not raise any query on it at the clarification meeting of the 24th of August, 2026, by the deadline for requests for additional information of the 28th of August, 2026, or by means of an application for pre-contractual remedies prior to the closing date. It cannot now ask this Honourable Board to set it aside.

When the Evaluation Committee asked the Appellant to confirm the price which the tender rendered binding, the Appellant refused. The same principle is reflected in Clause 17 of the General Rules Governing Tenders, whereby a tenderer is bound by the total resulting from its own rates and quantities, and a tenderer which does not accept that amount is to have its tender rejected. On either basis, the Appellant's offer could not proceed at the sum of €64,945.00.

17.2 The amount stated in the tender will be adjusted by the Evaluation Committee in the event of error, and the tenderer will be bound by that adjusted amount. In this regard, the Evaluation Committee shall seek the prior approval of the Director General (Contracts)/Departmental Contracts Committee to communicate the revised price to the tenderer. ***If the tenderer does not accept the adjustment, his tender will be rejected and his tender guarantee forfeited (if applicable).***

Furthermore, it would be manifestly contrary to the principle of equal treatment to allow a tenderer which has submitted two different prices to choose between them after the offers have been opened.

In view of the above it is being submitted that the first grievance should be rejected in its entirety.

Second Grievance – Unnecessary and Apparently Erroneous Request for Clarification

In its second grievance the Appellant submits that the Evaluation Committee should have verified the calculations, formulas and totals within the Financial Offer before concluding that a different tender amount had been submitted. That is precisely what the Evaluation Committee did. As stated in the rejection letter (**Doc. A**), the Evaluation Committee verified that the total of €64,143.00 *"was mathematically correct and consistent with the rates and quantities submitted"*. The discrepancy was identified because the calculations were checked, not because they were ignored.

Far from being unnecessary, the request for clarification gave the Appellant the opportunity which Note 3 allows, namely, to confirm the price resulting from its own Financial Bid Form, in view of the discrepancy. However, the Appellant instead of confirming the price found in the Financial Bid Form referred to the price entered in the epps. The Appellant cannot complain of an opportunity given in its favour.

The Appellant also questions how the sum of €64,143.00 was established. The figure was taken from the Appellant's own Financial Bid Form, being the total of the amounts resulting from the rates and quantities quoted by the Appellant. As stated in the rejection letter (**Doc. A**), the Evaluation Committee verified that the total in the Financial Bid Form was mathematically correct and consistent with the rates and quantities submitted by the Appellant. The Appellant itself acknowledged this in its letter of the 1st of October, 2026, wherein it referred to *"the amount of €64,143.00 indicated in the Financial Offer"*, and did not then question the calculation. Therefore, the Appellant can't claim that it does not know where the figure came from.

In any case, the Contracting Authority has no objection to this Honourable Board examining the Appellant's original Financial Bid Form, including the formulas, rates, quantities, bill totals and Summary sheet therein.

In view of the above it is being submitted that the second grievance should also be rejected.

Third Grievance – ABRA's Clarification Reaffirmed the Original Tender Amount

In its third grievance the Appellant submits that its reply of the 1st of October, 2026 merely reaffirmed its original tender amount and did not amend its financial offer. The Contracting Authority fully rebuts this submission. The Appellant itself acknowledges in the Objection Letter that *"our clarification referred to the amount of €64,143.00 as having been entered in error"*.

The Evaluation Committee asked the Appellant one question, namely whether €64,143.00, being the price resulting from the Appellant's own Financial Bid Form, was its correct tendered amount. A clarification under Note 3 could do no more than confirm or explain that figure.

The Appellant did not confirm it. In its own words, the Appellant declared that the amount in its Financial Offer *"was entered in error"* and requested that a different amount *"shall be considered the correct tendered amount"*. **This is clearly the language of rectification, not of clarification.** The Appellant is miscontruing the facts by stating that the Financial Offer reflects a total of €64,945. **This is wholly untrue!** The Financial Offer reflects a total of €64,143.

This was not an arithmetical error which the Evaluation Committee could correct of its own motion. The arithmetic within the Appellant's Financial Bid Form is correct. The Evaluation Committee verified that its rates and quantities work out to €64,143.00 (**Doc. A**). The sum of €64,945.00 cannot said to exist by correcting any calculation in the Appellant's offer. It can only be arrived at by the Appellant substituting a different price for the one which its own rates and quantities produce. That is a rectification of the financial offer, which Note 3 prohibits

The Appellant states that at no stage did it request an increase in its tender price. The comparison it draws is with the figure it typed into ePPS. Under Clause 5(D)(ii), however, the

binding price is the total worked out within the uploaded document, namely €64,143.00. Measured against that price, the effect of the Appellant's reply was to increase its offer by €802.00 after the closing date and after the competing offers had been opened.

A change to the price after the closing date is the clearest form of rectification. **Note 3 expressly prohibits it, and Clause 15 of the General Rules Governing Tenders prohibits any reply which alters or tries to alter the price of the tender.** The Evaluation Committee therefore had no discretion to accept the Appellant's reply. The Appellant cannot turn a rectification into a clarification simply by calling it one. The test is what the reply does to the offer, and the Appellant's reply set aside the price resulting from its Financial Bid Form and substituted another.

In view of the above it is being submitted that the third grievance should be rejected in its entirety.

Fourth Grievance – The Finding of Financial Non-Compliance Requires Reconsideration

In its fourth grievance the Appellant keeps on repeating the same submissions and contends that the rejection letter is inconsistent with its Financial Offer spreadsheet. It is not. The rejection letter records that the Appellant's submission contained two conflicting financial amounts. The spreadsheet shows this. Its priced bills work out to €64,143.00, while its Summary sheet and the ePPS data field carry €64,945.00. The Objection Letter, which relies on the Summary sheet alone, confirms the conflict rather than resolving it.

The Appellant also mentions the principles of transparency, equal treatment and fair competition. It is those very principles which prevented the Evaluation Committee from accepting the Appellant's reply, for the reasons set out under the first grievance.

In view of the above it is being submitted that the fourth grievance should be rejected.

Fifth Grievance – ABRA MC Group Ltd Was the Lowest-Priced Tenderer

In its fifth grievance the Appellant submits that its offer was €3,600.50 lower than that of Omnistat Ltd. The Appellant itself recognises that *"the lowest-priced offer must also satisfy the applicable compliance requirements"*. Under Clause 6.1 of the Instructions to Tenderers, the contract is awarded to the cheapest priced offer which is compliant. A lower price cannot remedy the defects of a non-compliant offer.

In view of the above it is being submitted that the fifth grievance should also be rejected.

Sixth Grievance – Absence of Identified Technical or Administrative Non-Compliance

In its sixth grievance the Appellant notes that the rejection letter identifies no technical or administrative non-compliance. The Appellant itself does not suggest that the absence of such findings *"automatically establishes full compliance with every tender requirement"*. This ground discloses no grievance against the decision under objection.

A single ground of non-compliance is sufficient to exclude an offer, and the Evaluation Committee was under no obligation to list grounds which did not form the basis of its decision. The rejection letter gave the Appellant the actual reason for its exclusion, as per Regulation 272 of the Public Procurement Regulations requires.

In view of the above it is being submitted that the sixth grievance should be rejected.

Seventh Grievance – Consequent Cancellation of the Tender Procedure

In its seventh grievance the Appellant acknowledges that the applicable rules provide for cancellation and challenges the cancellation only as a consequence of its exclusion. The cancellation of the tender procedure is the direct consequence of the Appellant's non-compliance. Once the Appellant's offer was correctly found to be financially non-compliant, no compliant offer remained. The procedure was therefore unsuccessful within the meaning of Clause 18.3(a) of the General Rules Governing Tenders, in that no qualitatively or financially worthwhile tender had been received. The Departmental Contracts Committee agreed with the recommendation to cancel (**Doc. D**), and the decision was duly published (**Doc. E**). This grievance depends entirely on the preceding grievances and, should this Honourable Board confirm the finding of non-compliance, it falls with them.

Moreover, in its own Tenderer's Declaration, submitted as part of the Objection Letter, the Appellant agreed at paragraph 2.1.10 that, in terms of Article 18 of the General Rules Governing Tenders, the Contracting Authority *"is not bound to proceed with this invitation to tender and that it reserves the right to cancel"*.

In view of the above it is being submitted that the seventh grievance should also be rejected.

This Honourable Board has consistently applied these principles. In the decision delivered on the 28th of May 2025, **PCRB Case 2113** (*Leonardo S.p.A. vs Armed Forces of Malta*), the tenderer had used a clarification on its financial offer to put forward a different total price. This Honourable Board held that the adjustment amounted to a substantive modification of the financial offer and not to a mere clarification, and stated:

> *"It is in the Board's view, that the Objector's clarification response attempted to retroactively redefine the scope of its submitted financial offer, increasing the total contract value from €216,385.00 to €649,155.00. This goes beyond a clarification and*

amounts to a substantive amendment to the offer, which is not permissible under procurement law.

The bid as submitted, must be assessed ut sic any modification after the deadline compromises the integrity and fairness of the procurement process. The Board concurs with the AFM's conclusion that such a revision could not be accepted under the applicable legal and procedural framework.

Similarly, in the decision delivered on the 19th of April 2024, **PCRB Case 1990** (*PKF Malta Ltd vs Environment and Resources Authority*), where the financial bid form and the tender response format differed and the tenderer refused the adjusted figure, this Honourable Board rejected the objection.

The same principle governs the present case. The Appellant's offer must be assessed as submitted. As submitted, and under the express terms of Clause 5(D)(ii) of the Instructions to Tenderers, its price is €64,143.00. The Appellant refused that price and requested another. The Evaluation Committee could not grant that request without breaching Note 3, the General Rules Governing Tenders and the principle of equal treatment.

On the basis of the foregoing, my client contends that the Public Contracts Review Board should reject the Objection Letter in its entirety, confirm the decision of the Evaluation Committee that the Appellant's offer is financially non-compliant, confirm the cancellation of the tender procedure in terms of Clause 18.3(a) of the General Rules Governing Tenders, and order that the deposit paid by the Appellant is not refunded.

The Contracting Authority reserves the right to make further submissions and to produce further evidence. Whilst thanking you for your kind attention, I remain,

Yours truly,

Dr Christopher L. Vella
40/1, Old Mint Street, Valletta
cvella@oldmintlegal.com

Gattard House - Foundation for Medical Services, National Road, Blata L-Bajda, HMR 9010, Malta
+356 23816000 http://www.fms.gov.mt

30th October 2026

ABRA MC GROUP LTD
000248210

CFT/FMS/26/01

Supply, Delivery, Installation and Commissioning of Furniture and Domestic Appliances for Site Offices at Mater Dei Hospital

Dear Sir/Madam,

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

Following the review of the financial offer submitted by **ABRA MC GROUP LTD**, the Evaluation Committee identified a discrepancy between the total amount reflected in the Financial Bid Form and the total amount submitted through the XML structure forming part of the tender submission.

In accordance with the applicable procurement procedures, the Company was requested to clarify the discrepancy. In its response, the Company indicated that the amount submitted through the XML structure was intended to represent the tender price. However, the Evaluation Committee verified that the total amount reflected in the Financial Bid Form was mathematically correct and consistent with the rates and quantities submitted.

The clarification provided did not reconcile the discrepancy but instead confirmed the existence of two conflicting financial amounts within the tender submission. As a result, the Evaluation Committee was unable to establish a single definitive tender price from the tender documents submitted prior to the deadline for submission of tenders. Any acceptance of the clarification would have effectively resulted in the substitution of one financial amount for another and, consequently, an amendment to the financial offer after the closing date for submissions.

Accordingly, the Evaluation Committee concluded that the financial offer was not compliant with Article 5.5 of the General Rules Governing Tenders, as the discrepancy could not be resolved through clarification without affecting the substance of the tender and compromising the principles of transparency, equal treatment and fair competition.

*Consequently, the financial offer submitted by **ABRA MC GROUP LTD** was deemed financially non-compliant and was not considered further in the evaluation process.*

Gattard House - Foundation for Medical Services, National Road, Blata L-Bajda, HMR 9010, Malta
+356 23816000 http://www.fms.gov.mt

However, I regret to inform you that this tendering procedure is being cancelled in line with Article 18.3(a) of the General Rules Governing Tendering where it is stated that:

> *"Cancellation may occur where the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all."*

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 at the Public Contracts Review Board, Notre Dame Ditch, Floriana by noon of Monday 9th November 2026 against a deposit of € 400. 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.

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,

Gattard House - Foundation for Medical Services, National Road, Blata L-Bajda, HMR 9010, Malta
+356 23816000 http://www.fms.gov.mt

Date: 11th September 2026

Messrs: ABRA MC GROUP LTD *Tender ID:* **000248210**

Publication references: **CFT FMS 26 012 Supply, Delivery, Installation and Commissioning of Furniture and Domestic Appliances for Site Offices at Mater Dei Hospital**

Reference is made to the tender in caption, and to your offer submission to same.

The Evaluation Committee noted the following shortcomings with regard to your submission

List of shortcomings observed – these shortcomings refer to financial Criteria and is hence falling under Note 3:

Question No 1

With reference to Section 1 of the Tender Dossier, Article 5 – Selection and Award Requirements, Part D (Financial Offer) Items (i) and (ii), it was noted during the evaluation of your submission that the amount entered in the ePPS financial schedule (€64,945.00) differs from the amount indicated in the Financial Offer submitted with your bid (€64,143.00).

Kindly confirm whether this discrepancy is the result of an arithmetic error and confirm that the correct tendered amount is €64,143.00, as stated in the submitted Financial Offer.

In terms of Article 5 of the Instructions to Tenderers, you are hereby being given the opportunity to rectify these shortcomings within five (5) working days, counting from date of posting this request via ePPS.

Tenderers who fail to rectify the shortcomings identified in this communication shall be deemed to be non-compliant.

The requested documents in the clarification are to be submitted through the appropriate Electronic Public Procurement (ePPS) module.

This clarification opportunity is being sent without any commitment whatsoever on the part of the Contracting Authority and does not imply that your offer will be accepted as it may still be deemed administratively, technically, or financially non-compliant during the evaluation process.

Best regards,
The Evaluation Committee

ABRA MC GROUP LTD
Triq L-Imdina, Attard.
Malta ATD9037

Date: 1 October 2026

To:
The Evaluation Committee
Foundation for Medical Services
Gattard House
National Road
Blata l-Bajda, HMR 9010
Malta

Re: Tender ID 000248210 – CFT FMS 26 012

Supply, Delivery, Installation and Commissioning of Furniture and Domestic Appliances for Site Offices at Mater Dei Hospital

Subject: Clarification – Financial Offer

Dear Sir/Madam,

With reference to your clarification request dated 11th September 2026 concerning the above-mentioned tender, we hereby confirm that the correct total tendered amount submitted by ABRA MC GROUP LTD is:

€64,945.00

We confirm that the amount of €64,143.00 indicated in the Financial Offer was entered in error.

Accordingly, the amount of €64,945.00, as entered in the ePPS financial schedule, shall be considered the correct tendered amount for the purpose of our submission.

We trust that the above clarification satisfactorily addresses the discrepancy identified by the Evaluation Committee.

Thank you for your consideration.

Yours faithfully,

Martin Camilleri

Managing Director
ABRA MC GROUP LTD

DCC-MHA Meeting

CPSU Nr. N/A (CFT Nr. FMS 26-012) - Supply, Delivery, Installation and Commissioning of Furniture and Domestic Appliances for Site Offices at MDH

The DCC has reviewed the evaluation report submitted for the referenced tender and agrees with the recommendation submitted namely to cancel.

Ms. M. Azzopardi
DCC Secretariat

We Agree

Mr. Ramon Debattista Chairman DCC	Ms. Marcelle Fenech Member DCC	Ms. A.Vella Lethridge Member DCC

CPSU

1. Decision at minute referred for necessary action.
2. Kindly note that this decision has to be published and all tenderers informed accordingly of the outcome.
3. Bidders whose offer was not recommended must be given the reason of their disqualification. An appeals period must be granted in terms of LN 352 of 2016.

Mr. Ramon Debattista
Chairman DCC

Gattard House - Foundation for Medical Services, National Road, Blata l-Bajda, HMR 9010, Malta
+356 23816000 http://www.fms.gov.mt

The public is hereby notified that during the session held on Tuesday, 27 October 2026, the **Departmental Contracts Committee made the recommendations indicated below. The Chairperson has agreed with their recommendations.**

Advert No.	Subject	Decision		Recommended Tenderer	Price Excluding VAT	Deposit
		Award	Fresh Call / Cancellation		€	€
CFT FMS 26 012	Supply, Delivery, Installation and Commissioning of Furniture and Domestic Appliances for Site Offices at Mater Dei Hospital	No	Fresh Call / Cancellation	-	€77,469	€400.00

Tenderers are informed that any objection to the decisions listed above must reach the Public Contracts Review Board by not later than Monday, 09 November 2026, or ten calendar days from the date of notification to the respective bidder. Objections must be accompanied by a deposit to the amount indicated against each respective advert, otherwise will not be considered. Tenderers are to note that this information does not imply any obligation on the part of Government to actually implement any of the decisions indicated.

Evaluation Chairperson

30.10.2026

Date

Financial

Conversion rate

Pass/Fail Financial Envelope: Pass

Economic Operator(€)	R	PO/ES(€)	AF

Please Upload a duly filled in Financial Bid Form as per Article 5D in the Instructions to Tenderers of the tender document

64,945.00			

Total Financial Prices

	Economic Operator value (€)	PO/ES value (€)
Overall	64,945.00	64,945.00