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17th October 2019

Board Secretary,
Public Contracts Review Board,
Notre Dame Ditch,
Floriana.



CFT019-1054/18 named "Tender for the Supply of Qty Two (2) Ultra-Violet (UV-C) Emitting Machines for the Infectious Diseases Unit at Mater Dei Hospital"

I write on behalf of Prohealth Limited, in its capacity as recommended bidder in the aforementioned call for tenders.

With reference to the objection filed by Evolve Limited, my clients reject their allegations as absolutely unfounded both in fact and at law and this for the following reasons:

1. *Ex admissis* failure to comply with the requisite tender specifications

It appears that the argument presented by Evolve Limited revolves around the fact that, according to them, they should not be disqualified for failing to comply with tender specifications 2.1.1 and 2.1.2 because *all* bidders fail to satisfy these criteria. Whilst Prohealth Limited rejects this absurd submission made against them by Evolve Limited since such was made in the absolute absence of any information related to their offer, it is abundantly clear that Evolve Limited is confirming, by means of its own objection, that they are not compliant with the tender requirements.

Furthermore, Prohealth Limited hereby confirm that they have submitted all necessary documentation including scientific test results proving that their offer is fully compliant with all the technical specifications listed in the said public call.

This alone, is sufficient reason for this Board to reject Evolve's objection and confirm the Contracting Authority's decision.

Evolve allege a breach of the principle of equal treatment in view that the Contracting Authority should have specified that there should be manual cleaning prior to using the UV-C Machines

The appellant company makes an elaborate submission claiming that the Contracting Authority breached its right to equal treatment on account of the fact that it should have specified that manual cleaning is necessary prior to the use of the UV-C Machines.

With all due respect, it appears that Evolve did not even properly analyse and read the content of the tender document since this fact is expressly stated in the first specification under Section 4 of the Tender Document which reads:

*This tender covers the outright purchase and maintenance of a system incorporating an Ultra-Violet C (UV-C) Emitting Machine specifically designed and validated to provide terminal disinfection in hospital rooms, so as to inactivate possible environmental bacterial contamination, **after manual cleaning.***

For this reason, there is evidently no breach of equal treatment between the various economic operators since it was clearly stated that it is expected that the UV-C Machines are operated after manual cleaning, if such is necessary.

For this reason as well, the Evolve Limited's objection should be rejected.

Evolve's submissions relating to the alleged difference in intensity

Evolve further submit that, according to them, the product which they assume has been offered by Prohealth Limited and their own offered product, vary in the intensity of the machine in the sense that, according to their calculations, the ARTZ Unit has 29% greater intensity.

With all due respect, whilst once again it is being underlined that Evolve are merely making hypothetical assumptions as to the offer of Prohealth Limited, such issue relating to the intensity of the machines is not reflected or required in any technical specifications under Section 4 of the Tender Document.

For these reasons as well, all submissions made by Evolve Limited should be rejected and the Contracting Authority's decision confirmed.


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