



7<sup>th</sup> March 2024

Public Contracts Review Board  
Notre Dame Ravelin,  
Floriana,  
Malta

J.F. Security & Consultancy Services  
Limited [TID 203008]

Vs

[1] Department of Contracts;

[2] Malta Libraries

[3] Gold guard Security Services Limited  
[TID 202957]

[4] Executive Security Services Ltd [TID  
202966]

[5] Grange Security (Malta) Ltd [TID  
202802]

[6] Signal 8 Security Services Malta Ltd  
[TID 202852]

[7] Kerber Securities (Malta) Ltd [TID  
202688]

[8] And anyone else involved in the  
procedure

CT/2363/2023

Tender Name: TENDER FOR SECURITY GUARDS AT MALTA LIBRARIES

---

## REASONED LETTER OF OBJECTION

Whereas, the Department of Contracts (hereinafter "**DOC**") issued a call for tenders for the provision of "Security Guards at Malta Libraries"

Whereas, Messrs. J.F. Security & Consultancy Services Limited (hereinafter "**JF**" and/or "the **appellant company**") submitted a bid for this procedure;

Whereas, by means of a letter dated 27<sup>th</sup> February, the Appellant company was informed that its offer was being rejected:

*"Thank you for participating in the above-mentioned tender procedure. However, I regret to inform you that the offer submitted by your company was not successful as shown in the following table since it failed to satisfy the criterion for award, being the offer with the Best Price Quality Ratio (BPQR)."*

Whereas, the Appellant company feels aggrieved by such a decision, and is hereby submitting its objection within the stipulated time-frame and accompanied with the relative payment (copy of confirmation of payment enclosed as **DOC1**), in accordance with *inter alia* article 270 of Subsidiary Legislation 601.03 (hereinafter the PPR) , and this based on the following grievances:

### 1. Preliminary Observation

1.1 Whereas the rejection letter erroneously indicated J.F.'s total financial value as €688,096.80.

1.2 For all intents and purposes, the appellant company re-affirms that its total financial value was that of €631,886.88 and not the amount cited in the rejection letter dated 27<sup>th</sup> February 2024. This financial value was indicated correctly throughout the tendering procedure.

### 2. Wrong evaluation

2.1 In its evaluation, the Contracting Authority through its evaluation committee [hereinafter 'CA'] concluded that:

*"Bidder provided an expired collective agreement"*

2.2 J.F. submits that all the required documents have been made available to the CA at submission stage, and which documents confirm that the conclusion by the evaluation committee is erroneous and factually incorrect.

2.3 For all intents and purposes, JF hereby declares and unequivocally confirm that it has a valid collective agreement, which is appropriately registered with the Department of Industrial and Employment Relations [hereinafter 'DIER']

2.4 The points afforded to JF should have been the maximum, in accordance with the criteria weighting matrix, and thus the evaluation and the ensuing marking is erroneous and factually incorrect;

**3. PCRB already determined that the collective agreement is valid**

3.1 This Honourable Board has already been asked to confirm that the collective agreement of JF is valid, in fact in case 1900, decided on the 1<sup>st</sup> September 2023, this board held that :

As from the outset, this Board opines that the Collective Agreement as presented by the Appellant **is undeniably still in force, albeit that it has a ‘time window’**. ii. Even though section 4 of such Collective Agreement states ‘This Agreement shall be effective from the 4<sup>th</sup> June 2012 and shall remain in force until the 3<sup>rd</sup> of June 2014”, **it then goes also to speak about its validity in ‘interim periods’ when it states “During negotiations, and until a new Agreement is signed, the contents of this Agreement shall remain in force”**.

[added emphasis]

3.2 A recent case in front of this Honourable Board in case 1939 , decided on the 12<sup>th</sup> of December 2023 has once again confirmed this reasoning stating that:

The Board understands that the Contracting Authority wanted to make a distinction between those collective agreements that are within the ‘time frame’ agreed upon by the parties concerned and/or are in a stage of re-negotiation and those who are not. However, this distinction could not be ascertained when considering sub-criteria of 8.2 ‘f’. **An expired ‘time frame’ does not implicitly mean an expired collective agreement.**

Although the tender document deems the Validity Period of the Collective Agreement as having an expiry date that shall at least be for 90 days from the Submission Deadline of the Procurement Call, the collective agreement submitted by the appellant shows that the collective agreement **remains in force until such time that a new collective agreement is in place.**

[added emphasis]

3.3 Indeed, and as rightly pointed out by the Board, the collective agreement of JF is valid , and shall remain valid until any of the parties withdraws from such agreement;

3.4 As will be shown throughout the sitting, the Collective Agreement is for all intents and purposes still valid, and thus the reduction of points was not justified;

**NOWHEREFORE**, whilst reserving the right to put forward any other submissions, J.F. hereby requests the PCRB:

- i. To order the defendants, or whosoever, to cancel the rejection letter dated 27<sup>th</sup> February 2024;
- ii. To order the defendants, or whosoever, to re-instate the appellant company, and through a newly composed evaluation committee re-evaluate the tenders;
- iii. To refund the deposit paid in its entirety;
- iv. To do anything else which is conducive and necessary for the proper execution of the above requests;

J.F. is hereby reserving the right to present further evidence, both orally or in written, during the hearing.

**Avv. Matthew Paris**  
[matthew@dalliparis.com](mailto:matthew@dalliparis.com)

Required for testimony;      [1]      Representatives of the Evaluation Committee;  
   [2]      Representatives of the Contracting Authority;  
   [3]      Representatives of the Department of Contracts;  
   [4]      Representatives of the DIER;



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

## Pay third party

Printed by: Ms. Sarah Formosa  
Printed on: 06/03/2024 - 15:27  
Document ID: 19342096

### Transaction details

Payer's name: VINCI GROUP LIMITED

Beneficiary name: PCRB

Relation: Professional Service

Reason: Other

Payment details: Objection Contract CT 2363/2023

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

From account: JF Sec & Con Co1 (EUR) 4002067905 7

Charges should be paid by: Shared - I pay BOV charges; PCRB pays the beneficiary bank charges

Amount: EUR 3,159.00

BOV to transfer the money: as soon as possible

Receiving bank to get the money as: normal priority payment

Saved template: no

### Additional information

Credit amount: EUR 3,159.00

Debited amount (excluding charges): EUR 3,159.00

Estimated amount to be withdrawn from account: EUR 3,163.00

Transaction charge: EUR 4.00

### Transaction result

Status: Your instructions have been processed successfully.

Transaction ID: 139758068