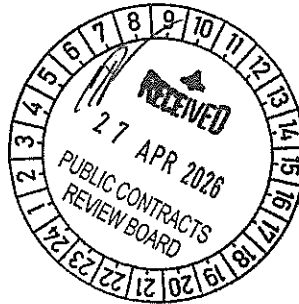


FENECH + FENECH  
ADVOCATES

27<sup>th</sup> April 2026

The Secretary  
Public Contracts Review Board  
Notre Dame Ravelin  
Floriana



Dear Sir/Madam,

**Tender Reference:** CT2274/2025

**Subject:** TENDER FOR THE REGENERATION OF AN EXISTING CAR PARK AND CREATION OF A NEW PUBLIC GARDEN IN BORMLA, USING ENVIRONMENTALLY FRIENDLY METHODS AND MATERIALS

Please consider this letter as a formal and official objection and consequently also an appeal by C&F Building Contractors Ltd (C-15308) of Schemson, Hal Far Road, Birzebbuga (*the "Appellant"*) to the decision reached by Project Green (*the "Contracting Authority" or the "Authority"*) as per the Department of Contracts' (*the "Department"*) letter of the 17th April 2026.

In that decision, the Department of Contracts was found to be technically non-compliant with the tender requirements, and as its reasons cited the excess of the Programme of Works (*the "PoWs"*) of 106 weeks by 4 days, and that the method statements submitted by the Appellant do not fully meet the requirements of L.N. 136 of 2019 - the Avoidance of Damage to Third Party Property Regulations.

The Appellant is appealing from that decision for the following main reasons:



- I. The Appellant's submitted Programme of Works does not really exceed the 106-week period, and the Department of Contracts should have requested a clarification in this regard;
- II. The Department of Contracts was incorrect to determine that the Appellant's method statements were non-compliant with Legal Notice 136 of 2019, or with the tender requirements overall;

FIRST GRIEVANCE     THE APPELLANT'S SUBMITTED PROGRAMME OF WORKS DOES NOT REALLY EXCEED THE 106-WEEK PERIOD, AND THE DEPARTMENT OF CONTRACTS SHOULD HAVE REQUESTED A CLARIFICATION IN THIS REGARD;

1. The first ground for refusal stated by the Department is that the bidder's PoWs exceeds the period allowed 106 weeks by 4 days as specified under Article 32 of the Special Conditions. Article 32 of the Special Conditions stipulates the following:

*The performance period of the Contract shall be one hundred and six (106) calendar weeks from the Commencement Date indicated on the Order to Start Works, and subsequently five (5) year maintenance services commencing from date of provisional acceptance.*

2. In this regard, the Appellant contends that the first reason given for the refusal of the awarding of the tender is only a result of the Contracting Authority's own failure to properly interpret Article 32 of the Special Conditions and to make use of the measures provided for in the Tender Document and General Rules. This is being said since the duration of 535 days stated by the Appellant in the PoWs includes within it the duration for "contract award and mobilisation", i.e. the first project-task category from the 30 tasks outlined in the Programme of Works, as seen from the following extract of the PoW's, a full copy of which is herewith attached and marked as DOC. C&F1:

Cospicua Carpark						
ID	Task Mode	Task Name	Duration	Start	Finish	
1		Project	535 days	Mon 02/03/26	Fri 17/03/28	
2		Contract award & mobilisation	3 wks	Mon 02/03/26	Fri 20/03/26	

3. It therefore results that the Authority's conclusion that the Appellant's PoWs exceeds the 106-week timeline by 4 days is factually incorrect and stems from a mistaken reading of the POW and Article 32 of the Special Conditions, which in turn makes it clear that the 106-week period is to start running from Commencement Date, and therefore does not include the contract-award period, which precedes the commencement date.

4. Therefore, this matter could have easily been resolved by means of requesting a clarification, through which the Appellant would have had the opportunity to explain and clarify the above to the Authority.
5. The fact that the Authority failed to request a single clarification in this regard should not lead to the Appellant being deprived of this tender, particularly since a clarification would have amply demonstrated to the Department that the 535 total days listed by the Appellant in its PoWs included a period that precedes the Commencement Date, which therefore should not have been computed towards the allowed period of 106 weeks.
6. With regards to clarifications, the Court of Appeal has already had the opportunity to distinguish them from rectifications. For instance, in the case of *Krypton Chemists Limited vs Central Procurement and Supplies Unit et<sup>1</sup>*, the Court had explained that:

*28. Hija rilevanti ħafna wkoll f'dan il-qasam tal-liġi d-distinzjoni li teżisti bejn kjarifika u rettifika.*

*29. Kjarifika hija l-azzjoni li permezz taqħha l-awtorità kontraenti tista' titlob spjegazzjoni jew interpretazzjoni fuq informazzjoni li tkun diġà għet sottomessa mal-offerta. Naturalment il-proċedura tal-kjarifika ma tistax tintuża biex dak li jkun idaħħal informazzjoni għida jew biex ibiddel is sustanza tal-offerta. Il-Qorti tal-Appell fis-sentenza *Rockcut Limited v. Direttur Ġenerali tad-Dipartiment tal-Kuntratti* deċiża fil-25 ta' Ġunju, 2018 stabbiliet li ma tistax tingħata kjarifika ta' tagħrif li ma jkunx ingħata għaliex il-kjarifika sservi biss biex tagħmel aktar ċar tagħrif li jkun diġà mogħti iżda li ma huwiex ċar biżżejjed. Kif ingħad fis-sentenza *Steelshape Ltd v. Direttur tal-Kuntratti* deċiża fis-7 ta' Awwissu, 2013, dak li offerent għandu jgħid, għandu jgħidu mal-offerta u mhux jippretendi li jkun mistoqsi d-dettalji tal-modus operandi tiegħu. Kjarifika, għalhekk hija limitata għal spjegazzjoni ta' elementi diġà preżenti fl-offerta, mingħajr ma tinbidel il-kompożizzjoni taqħha.*

<sup>1</sup> Decided on the 13<sup>th</sup> of November 2025, Application Number 322/2025/1

7. Therefore, a clarification would have been the perfect remedy for both the Appellant as well as the Authority; all the Contracting Authority truly required on this point was that the Appellant at least explains how much of the 3-weeks duration pertains solely to the contract-award period, which period precedes the commencement date, and which period does not fall within the 106-week period. Article 32 of the Special Conditions specifically states that this period is to start running from Commencement Date.

8. Here it is also worth mentioning that under Article 31 of the Tender Document:

*The Contracting Authority shall issue an order to start works. The contract commencement date shall be as stipulated in the order to start works. The order to start works will be issued within eight (8) weeks from last signature of the contract.*

9. The fact that the Authority failed to request a clarification on this point led to a violation of one the central conditions of this tendering process, namely that the tender is awarded to the cheapest bidder. Here the Board is invited to give the appropriate consideration to the fact that the bid of the recommended bidder (Vassallo Builders Limited) is valued at circa €780,000 more than the bid submitted by the Appellant Company. To consider an alleged excess of 4 days to a 530-day period as a sufficient ground to spend an extra €780,000 out of the public coffers is outright unreasonable, unjust and grave.

10. In this regard the Appellant refers to the Court of Appeal's observation in the case of *Europharma Limited vs Central Procurement and Supplies Unit et<sup>2</sup>*:

*32. Dwar imbagħad l-argument imressaq mis-soċjetà appellanta fis sens li skwalifika tal-offerta tagħha minħabba din ir-raguni hija sproporzjonata u iebsa wisq meta jitqies li l-offerta tagħha hija ferm orħos minn dik li ġiet rakkomandata, din il-Qorti tagħmel referenza għal dak li qalet din il-Qorti hekk kif diversament ippreseduta fis-sentenza *Fire-tech Limited v. Dipartiment tal-Kuntratti* deciża fit-30 ta' Ottubru, 2015, li:*

*«Għalkemm huwa minnu illi, biex titħares it-trasparenza u ma jkunx hemm diskriminazzjoni, ir-regoli għandhom jitharsu b'mod uniformi u*

<sup>2</sup> Decided on the 29<sup>th</sup> of January 2026, Application Number 445/2025/1

prevedibbli, u s-soġġettività u d-diskrezzjonalità jitnaqqsu kemm jista' jkun, madankollu l-prinċipju ta' proporzjonalità jrid illi mhux kull nuqqas ikollu l-istess konsegwenza, iżda din għandha tiddependi mill-gravità tan-nuqqas (ara *Ballut Blocks Services Ltd v. Ministru għar-Riżorsi u l-Affarijiet Rurali et (app. 440/2012)*, Qorti tal-Appell, 31 ta' Mejju 2013) u mill-konsegwenzi tiegħu, partikolarment jekk jagħtix vantaġġ lil min jonqos jew joħloqx preġudizzju lil oblaturi oħra.»

35. Din il-Qorti tgħid li l-għan ewlieni wara s-seiħa għall-offerti de quo aqitur ma kinitx li l-Awtorità kontraenti togħhod tfettaq u tfitteq ix-xaqhra fl-għaġina sabiex telimina l-konkorrenza.

[ ... ]

Fil-fehma ta' din il-Qorti, l-iskwalifika tal-offerta tas-soċjetà appellanta fuq raġuni bħal din, hija miżura sproporzjonata meta wieħed iqis li iekk din tiġi attwata, din tista' twassal biex jintilef l-għan ewlieni tas-seiħa li l-kuntratt jingħata lil min għamel l-orħos offerta. Infatti, il-prezz offrut mis-soċjetà appellanta kien ta' €243,287.44 mentri dak offrut minn Associated Equipment kien ta' €384,321.71.

11. In line with the above statements by the Court of Appeal, it is clear that the Authority's considerations do not conform with its primary duty of ensuring that the tender is awarded to the cheapest bidder.
12. Furthermore, the Appellant also argues that by resorting to this ground to justify the refusal to the tender, the Authority is also acting contrary to the principle of proportionality. On this, the Court of Appeal in *Polaris Marine Services Co Ltd vs Direttur Ġenerali tal-Kuntratti et*<sup>3</sup> has held that:

32. Din il-possibilità ta' tiswija hija permessibbli biss, fuq is-saħħa tal-prinċipju tal-proporzjonalità, meta l-irregolarità fl-offerta tkun waħda minuri, manifesta, klerikali u bla ħsara

<sup>3</sup> decided on the 29<sup>th</sup> August 2023, Application Number 329/2023/1

*għall-kompetizzjoni ġusta (ara Is soċjetà ċivili KPMG v. Il-Ministru għall-Iżvilupp Sostenibbli et deċiża mill-Qorti tal-Appell fis-27 ta' Frar, 2017)."*

13. In Fire-tech Limited vs Dipartiment tal-Kuntratti<sup>4</sup>, the Court made it clear that:

*19. Għalkemm huwa minnu illi, biex titħares it-trasparenza u ma jkunx hemm diskriminazzjoni, ir-regoli għandhom jitharsu b'mod uniformi u prevedibbli, u s-soġġettività u d-diskrezzjonalità jitnaqqsu kemm jista' jkun, madankollu l-prinċipju ta' proporzjonalità jrid illi mhux kull nuqqas ikollu l-istess konsegwenza, iżda din għandha tiddependi mill-gravità tan-nuqqas (ara Ballut Blocks Services Ltd v. Ministru għar-Riżorsi u l-Affarijiet Rurali et (app. 440/2012), Qorti tal-Appell, 31 ta' Mejju 2013) u mill-konsegwenzi tiegħu, partikolarment jekk jagħtix vantaġġ lil min jonqos jew joħloqx preġudizzju lil oblaturi oħra.*

14. In the Krypton Chemists case aforementioned, the Court had also held that:

*"27. Ma hemmx għalfejn ngħidu, il-prinċipju tal-proporzjonalità għandu jiġi applikat b'mod li iħares l-għanijiet tal-proċess tal-akkwist pubbliku, jiġifieri, li l-kuntratt jingħata lil min jagħmel l-orħos u l-aħjar offerta,*

15. In light of the above, the appellant invites this Honourable Board to determine whether the acceptance of another tender which costs circa €780,000 more than the Appellant's offer is proportionate or reasonable when considering that one of the main grounds behind this decision was the alleged excess of the imposed time-limit by 0.0075% - an excess which as already outlined above should not have even been considered in light of the wording of Article 32 of the Special Conditions.

16. In conclusion on this ground, the Authority's decision to refuse of the awarding of the cheapest tender on an incorrect interpretation of the contract was highly disproportionate, unreasonable, contradicts the Department's duty to award the bid to the cheapest bidder, and in any event, such ground does not even subsist due to Article 32 of the Special Conditions limiting the performance

<sup>4</sup>Decided on the 30<sup>th</sup> of October 2015, Application Number 281/2015/1

period to start running only from the Commencement Date and not date of contract award.

17. This lack of proportionality becomes even more evident when considering that Clause 15.2 imposes on the chosen contractor to provide an updated detailed Programme of Works. This clause reads verbatim as follows:

**Article 15: Performance Programme (Timetable)**

15.2 Following award of the Contract, the Contractor shall provide an updated detailed Programme of Works in the form of a Gantt Chart, as per Article 11.11(A)(i) of these conditions.

Where requested by the CA Supervisor and/or representative, the Contractor shall provide, at no additional cost, a programme of works using an approved Project Management Software Programme and produced as a result of a 'critical path analysis'. The Programme must abide by the constraints indicated below. It shall show the necessary level of detail appropriate to each stage of the Works and all activities and constraints, each of which shall be given a short descriptive title. All events shall be numbered and annotated with the earliest and latest event dates. The Programme of Works shall be such as to allow the Contractor and Contracting Authority to accurately measure the progress of the Works in real time and must:

- Set milestones
- Define the Work Tasks and assign in manageable components
- Define the links, relationships and critical paths
- Identify the dependencies
- Estimate the Durations
- Assign monitoring and controls
- Quantify and assign the Resource Requirements (Materials, HR and Plant) for Work Activities

15.3 Further to the provisions of the General Conditions, the CA Supervisor and / or representative shall, whenever changes occur and/or it is deemed necessary, instruct the Contractor to update the Programme of Works further, and distribute copies to all parties.

15.4 Where the Contractor updates the Programme of Works, approval of an updated Programme of Works does not directly lead to an Extension of Contract Performance. Extension of Time shall be covered by a separate approval.

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18. This requirement is then reiterated in Clause 11.1 of the Tender Document.

19. Furthermore, the submitted programme of works demonstrates a total duration well within this overall timeframe. Thus the identified deviation arose solely from the incorrect interpretation of specific start and finish dates or calendar



alignment, rather than a substantive exceedance of the intended contract period. The programme submitted clearly demonstrates the Contractor's capacity to complete within the intended timeframe, and the slight variance ought to have been the subject of a request for clarification rather than outright disqualification.

20. Thus disqualification on this basis ought to be considered disproportionate, particularly when assessed in conjunction with an otherwise complete and compliant technical submission.

SECOND GRIEVANCE THE DEPARTMENT OF CONTRACTS WAS INCORRECT TO DETERMINE THAT THE APPELLANT'S METHOD STATEMENTS WERE NON-COMPLIANT WITH LEGAL NOTICE 136 OF 2019, OR WITH THE TENDER REQUIREMENTS OVERALL;

- 21. Without prejudice to the first grievance, the Appellant also humbly contends that the method statements submitted by it during tender stage should have been deemed technically compliant, since these were sufficient and in conformity with what the Contracting Authority is requesting from the bidders at the present stage of the tender process.
- 22. The tender required three works method statements, catering respectively for demolition works, excavation & piling works, and construction works, copies of which are herewith attached and marked as DOCS. C&F 2, 3 and 4. These method statements were prepared and endorsed by the Contractor's Perit, demonstrating how the works would be carried out having regard to the nature of the site, adjacent properties, sequencing, and plant/equipment. The appellant's submittal addressed these aspects, including site constraints, proximity to third-party structures, utilities, sequencing, H&S controls, and QA measures.
- 23. The Contracting Authority argues that the submitted method statements do not fully meet the requirements set out in Legal Notice 136 of 2019. At the outset one needs to note that all three method statements submitted to the Contracting Authority all expressly declare that the method statements are subject to all the requirements of L.N. 136 of 2019 and all the prerequisites indicated in the tender document.



24. However, the Evaluation Committee appears to have assessed the submissions against a significantly higher level of detail (e.g. dimensioned excavation zones, excavation depths, geotechnical interpretation, underpinning strategy, and supporting drawings), which were not explicitly requested within the tender documentation and which no tenderer could have reasonably submitted correctly at such a preliminary stage of the process. Thus, the above results from overly restrictive or disproportionate interpretation of the requirements, particularly because updated method statements are contractually required post-award at inception stage.

25. A reading of L.N. 136 of 2019 shows that this legislation is a generic framework, and does not really lay out the detailed requisites outlined by the Authority in the Recommendation Letter of the 17<sup>th</sup> of April 2026.

26. In fact, the Authority outlines a number of bulleted requirements which according to it were not satisfied in the method statements under scrutiny. However, Regulation 7 of L.N. 136 - which treats the submittal of method statements - in turn requires that:

*7. (1) Not later than two (2) weeks before the commencement of any works of excavation, demolition or construction, the perit in charge of the project shall submit the relative method statement in accordance with the Fourth, Fifth and Sixth Schedules*

27. The Authority's list also includes several conditions relating to the description of adjacent properties, and the manner in which the works are to be carried out in light of the construction site's surroundings. However, similarly to subsection (1), Regulation 7 (4) also provides for surrounding properties by stating that:

*(4) The developer shall also be required to submit to the Director, the report on the condition of the property which is located opposite, overlying or underlying any site, on which construction works are going to be carried out, and in the case of excavation, the properties which fall within the affected zone of excavation, on a website prescribed by the Director, by not later than two (2) weeks before the works are commenced. A copy of the report must be sent to the owners*

*or the respective occupants of the relative property by means of a registered letter.*

28. Therefore, it results that L.N. 136 necessitates the submittal of the necessary method statements latest by 2 weeks prior to the Commencement of Works. On this basis alone, one questions how the Authority can justify requesting a high-level and complete works method statements at evaluation stage, when L.N. 136 of 2019 itself expects that the relative method statements are to be completed just a few weeks prior to the commencement date (as opposed to the date of contract award).
29. Therefore, the level of detail and information expected by the Authority at such a premature juncture of the tendering process is excessive, disproportionate and unreasonable in light of the wording of L.N. 136 of 2019 which clearly indicates that the high-level method statements expected by the Department may be submitted at a much later stage, specifically by not later than 2 weeks before the commencement works.
30. This is further demonstrated by the fact that the Fourth, Fifth and Sixth Schedule start off by requiring the Contractor to state "*The Commencement date of the works*". However, how could the Appellant at tender stage have been expected to state the Commencement Date when according to Article 32 of the Tender Document, this date is only given by the Contracting Authority in the order to start works, which order is only given within 8 weeks from last signature of the contract.
31. More specifically, the Items 4 (b) and (d) of the Fifth Schedule consist of activities which in practice only take place after the awarding of the tender. For instance, Item 4 (b) mentions ground investigation reports whereas 4 (d) mentions the commissioning of such reports as well as the requirement of borehole drilling – which can only take place after the commencement of works.
32. Therefore, the Schedules are clearly drafted in a manner showing that the legislator does not expect the prospective contractor – at tender stage – to list each and every single detail outlined in Schedules Four, Five and Six, just as the Contracting Authority expected from the Appellant.
33. The above viewpoints are also substantiated by Regulation 26 of the L.N. which provides for exemptions from submittal of the method statement:

When before the start of works, the perit in charge of the project certifies, after giving clear reasons, that the structural interventions will not affect third party property, the provisions of regulations 4, 5, 6, 7 and 8 do not apply:

*Provided that if requested by the Director, the developer shall submit a method statement and, or a copy of the insurance that covers third parties and, or the bank guarantee and, or the condition report of the contiguous property according to the provisions of the regulations [...]*

34. In light of Regulation 26, what sense does it make for the Authority to demand such a level of detail in the method statement, when the architect responsible may certify that a method statement is not even required at all, and this just before the start of works?
35. The above amply demonstrates that the Authority has jumped the gun by imposing such onerous conditions relating to the method statements at a stage where the legislation cited by the Authority itself makes it clear that the evaluation period of the tender stage is too early to demand absolute and total compliance with all of the requirements of the Legal Notice.
36. Moreover, and without prejudice to the foregoing, it was incorrect for the Authority to state that *"the submitted method statements do not fully meet the requirements of LN 136 of 2019"*, and this primarily since in all of its submitted method statements, the Appellant had categorically labelled its project as the *"Regeneration of an Existing Car Park and Creation of a New Public Garden in Bormla Prepared in accordance with LN 136 of 2019"*.
37. More specifically, in the Excavation & Piling Works method statement, the Appellant declared that "All works shall follow the tender drawings, specifications, and the requirements of LN 136:2019" vide page 1 of that method statement under the Scope of Works heading. In the Construction Works method statement, the Appellant declared that one of the responsibilities of Perit Edward Magro is to: "Ensures compliance with LN 136 of 2019" as seen in page 2 of the same method statement. Finally, the Demolition Works method statement starts off with the following declaration:

*Purpose of this Method Statement*

*This Method Statement sets out the approach for carrying out the demolition works safely, efficiently, and with minimal disruption to the surrounding community. It explains how the works will be organised, the equipment used, the sequence of operations, the specific risks related to the Bormla site, and the measures in place to ensure full compliance with Maltese legislation, including LN 136 of 2019, OHS requirements, and the tender specifications.*

38. In addition to the above, the Appellant company did indeed submit sufficient detail and information in all its method statements, and this in a manner consistent with both the tender document and the Regulations of L.N. 136 of 2019. To demonstrate this, the Appellant will highlight each of the bulleted reasons given by the Authority, and rebut each reason by citing from the respective method statements and the Legal Notice itself:

a. *“The bidder had to submit a works method statements as required by L.N. 136 of 2019 prepared, signed and endorsed by Contractor’s Perit”*

39. As already stated above, not only were all the method statements prepared, signed and endorsed by an architect (Perit Edward Magro), but each statement contained unequivocal declarations that the entirety of the project would be carried out in compliance with L.N. 136 of 2019. In addition, the statements make it clear that the Perit and Health & Safety Officer are tasked with ensuring that the project is carried out in full compliance with the same Legal Notice.

b. *The method statements do not clearly show how works will be carried out considering site nature, adjacent properties, programme, and required plant/equipment*

40. Here the Appellant once again highlights Regulation 7 (4) which makes it clear that specifications in accordance with the Fourth, Fifth and Sixth Schedule are required only by not later than 2 weeks before the commencement of works, therefore at a stage far more advanced than the current period considering that the order to start works has not yet been issued since this must be issued within

8 weeks from last signature of the awarding contract (per Article 32 of the Tender Document), which contract cannot yet be signed.

41. In any case, the method statements identify the precise manner and methods in which the works will be carried out while taking account of the site's unique risks and challenges, as well as the plant and equipment to be used. Furthermore, the programme is clearly laid out in the PoWs, and every method statement contains a 'Sequence of Works' section.

*c. The Demolition method statement fails to identify the risks and measures to safeguard stability of ongoing works and contiguous structures/terrain*

42. The method statement for Demolition Works clearly acknowledges the particular risks intrinsic to this project in the 'Description of the Site' section of the same statement. Therefore, it follows that the methodology of soft and hard demolition and methodology all detailed in pages 2 and 3 of the method statement have been considered in light of the risk factors specified in the same document.

*d. The excavation method statement lacks the following: a) Description of the affected zone with a dimensioned plan. b) Limits and depths of excavation. c) Shaded and dimensioned affected zone. Furthermore, within the Method Statement, the ground conditions description missing, including geological map data or relevant surrounding information.*

43. It is clear that the above can only be reliably carried out, ascertained and obtained after the procurement stage and after the signing of the contract. This arises from the Tender Document itself, which in Article 35.8 states that:

*Subject to what is stated in the Public Procurement Regulations, the Contracting Authority has a right to increase works of a similar nature (repetition of Works) by a maximum of 20% of the contract value which have become necessary to achieve the scope of the contract for the following reasons:*

- *Weak geological terrain;*

- *Variations and/or fissures, and/or cavities, in the existing geological strata;*
- *Any minor revisions in the original plans resulting from measurements re-take in the area of works;*
- *Changes in the work methodologies arising from Health and Safety related issues;*
- *Changes required in order to ascertain conformity of the project with the required legislation, regulations, standards, permits, best practices and certificates;*
- *Changes instigated by other competent authorities;*

44. Article 35.9 similarly provides for a 30% increase in works for a wide list of reasons, which cater for new issues of a geological nature, re-measurements, and changes in the work methodologies, including "*Additional works that are complimentary in nature to those originally envisaged and required in order to execute the project in its entirety*", "*Additions which would render the project more economically feasible or cost optimal*", and "*Changes instigated through developments of the process in functional requirements within the original scope of works as requested by the project beneficiary during the course of works*"

45. Therefore, Articles 35.8 and 35.9 clearly indicate that the necessary excavation works are conditional on actual ground conditions which may only be properly ascertained during execution of the project which will take place upon commencement of the works. At tender stage, the Contractor can only describe the approach, but cannot provide finalised geotechnical data, since excavation limits are dependent on actual discovered conditions, and premature fixing of dimensions would be speculative if not potentially misleading.

46. The fact that under Art. 35.9 there may be "*minor revisions in the original plans resulting from measurements re-take*" is further proof that obtaining the requested information in the excavation method statement is premature and impractical and the tender evaluation stage.

e. *A geotechnical investigation was not mentioned to be carried out within the methodology submitted.*

47. As previously stated, it was expressly declared that the method statements were being carried out in line with L.N. 136 of 2019, which caters for the requirement of carrying out geotechnical investigations prior to the start of excavation works.

48. Additionally, and without prejudice to this, the Evaluation Committee has failed to request even a clarification about this point.

49. Furthermore, this statement made by the Authority erroneously presupposes that a geotechnical investigation is mandatory even at tender stage. Such assumptions arise neither from the Tender Document nor from S.L. 136 of 2019. Since there is no clause necessitating a geotechnical investigation prior to submitting the tender bid, such a requirement cannot be used to justify refusal to award the tender to the Appellant. In this regard one refers to the following statement made by the Court of Appeal in the case *X Clean Limited vs Id-Dipartiment tal-Kuntratti et*<sup>5</sup>:

*54. Tassew huwa magħruf sewwa fil-ġurisprudenza, li fl-istadju tal-għarbiel tal-offerti, l-awtorità kontraenti għandha togħhod lura milli twarrab offerti għal raġunijiet li ma jkunux maħsuba fid-dokument tas-sejha nnifsu (ara *Sultech & Co. v. Il-Kunsill Lokali tal-Qala Għawdex et mogħtija mill-Qorti tal-Appell fis-16 ta' Lulju, 2024; Reactilab Limited v. Korporazzjoni għas-Sevizzi tal-Ilma et mogħtija mill-Qorti tal-Appell fid-19 ta' Ottubru, 2023*).*

*55. Dan proprju għaliex, hekk kif l-awtorità kontraenti tfassal il kundizzionijiet li tkun biħsiebha timponi fuq l-offerenti, hija tkun qiegħda tillimita bil-quddiem is-setaħat diskrezzjonali taqħha, b'dan li ma tkunx tista' tmur lura minnhom, mingħair ma tikser il-prinċipji tat-trattament indaqs tal-offerenti u dak tat-trasparenza (ara *Legacy Ventures Ltd v. Direttur Ġenerali tal-Kuntratti et mogħtija mill-Qorti tal-Appell fit-30 ta' Lulju, 2024; Polaris Marine Servcies**

<sup>5</sup> Decided on the 11<sup>th</sup> of November 2025, Application Number 314/2025/1

*Co Ltd v. Direttur Ġenerali tal Kuntratti et mogħtija mill-Qorti tal-Appell fid-29 ta' Awwissu, 2023; u SC Enterprise Focused Solutions SRL v. Spitalul Județean de Urgență Alba Iulia, mogħtija mill-Qorti tal-Ġustizzja tal-Unjoni Ewropea fis-16 ta' April, 2015).*

50. This line of reasoning has also been adopted by the European Court of Justice, which in the case of *Commission of the European Communities v CAS Succhi di Frutta SPA*<sup>6</sup> had held that:

*111. The principle of transparency which is its corollary is essentially intended to preclude any risk of favouritism or arbitrariness on the part of the contracting authority. It implies that all the conditions and detailed rules of the award procedure must be drawn up in a clear, precise and unequivocal manner in the notice or contract documents so that, first, all reasonably informed tenderers exercising ordinary care can understand their exact significance and interpret them in the same way and, secondly, the contracting authority is able to ascertain whether the tenders submitted satisfy the criteria applying to the relevant contract.*

[...]

*118. Should the contracting authority wish, for specific reasons, to be able to amend some conditions of the invitation to tender, after the successful tenderer has been selected, it is required expressly to provide for that possibility, as well as for the relevant detailed rules, in the notice of invitation to tender [...]*

51. The same observations were made in *Esaprojekt sp. z o.o. v Województwo Łódzkie*<sup>7</sup> vide paragraphs 36 and 37 of that same judgement.

<sup>6</sup> Decided on the 29<sup>th</sup> of April 2004, Case Number C-496-99 P

<sup>7</sup> Decided by the ECJ on the 4<sup>th</sup> of May 2017, Case No. C-387/14



f. *Perit did not indicate whether ground improvement or underpinning is required*

52. Again, this is a question of clarification and therefore should not have been automatically applied as one of the grounds for refusing to award the Appellant with the tender contract. Moreover, the Appellant's method statements do not exclude or deny the possibility of either ground improvement or underpinning.

53. In any event, at tender stage, and prior to excavation and exposure of foundations, such determination cannot responsibly be made. The Appellant's methodology does not exclude underpinning but rather reserves that decision to the execution stage under Perit supervision in accordance with Articles 35.8 and 35.9 of the Tender Document.

g. *The proposed excavation methodology is not supported by documents showing phasing, starting point, excavation levels, or safeguards against instability of structures in the affected zone*

54. This condition imposed by the Contracting Authority presumably arises from Item 8 of the Fifth Schedule, which states:

*8. proposed methodology of excavation, supported by any other documentation as may be required, which should specify:*

*(a) where the excavation is to be started from;*

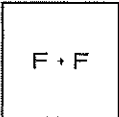
*(b) any phasing required to achieve the required rock buttressing;*

*(c) the levels that should be attained in each stage of the excavation;*

*(g) the precautions and safeguards to be adopted:*

*(i) against instability of structures falling within the affected zone;*

55. As seen, Item 8 clearly makes mention of "other documentation" only "as may be required". While the Contracting Authority has deemed the provision of documentation to be determinative, the wording of Item 8 shows that this is only



provisional. Therefore, neither can Item 8 be used as a justification to refute the awarding of the tender.

*h. The building works method statement fails to include precautions and safeguards for contiguous structures*

56. With regards to building/construction method statement, the Sixth Schedule makes mention of contiguous structures under Item 5 (a) and (c):

*5. Proposed methodology, supported by any other documentation as may be required, which should specify:*

*(a) the risks involved after taking account of the structural condition of the construction itself and contiguous structures;*

*[...]*

*(c) measures to safeguard the stability of the works being undertaken, the stability of contiguous structures or terrain as the case may be;*

57. The Construction method statement actually does contain a list of the risks specific to this project, as evidently seen in the "Description of the Site" section of the document, which lists the following risk factors:

*Description of the Site*

*The site is situated within a compact urban area in Bormla, characterised by:*

- Adjacent residential buildings*
- Narrow road access in Triq il-Monsinjur Panzavecchia and nearby streets*
- Existing public pathways that must remain safe*
- Proximity to third-party structures*
- Limited storage area requiring just-in-time delivery*



- *Existing underground utility networks*

58. In conclusion, Legal Notice 136 of 2019 governs execution, and therefore its provisions should not be utilised for the purposes of deciding on tender eligibility.

59. This requirement is even more disproportionate when considering that Clause 11.11 of the Tender Document specifically states as follows:

*Following the award of the Contract and during its implementation, the Contractor shall be required to prepare the following basic documents (as and when required) for the approval of the CA Supervisor and / or representative (and other Local Authorities)*

*Should the CA Supervisor and/or representative consider any alteration or addition to the submittals and reports mentioned below, as submitted in their last version, the Contractor shall conform therewith without additional costs to the Contracting Authority. The submission to and approval by the CA Supervisor and/or representative of such documents shall not relieve the Contractor of any of his duties or responsibilities under the Contract.*

*The Contractor is bound to provide any revisions to the documents as requested by the Contracting Authority. Where a date is not specified, the Contractor shall provide the requested updated documentation within five (5) working days.*

*The Contracting Authority shall become the owner of these documents, upon submittal by the Contractor, and may be reproduced or used for another purpose, and communicated to third parties, without the consent of the Contractor.*

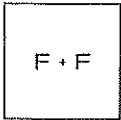
*The below list shall not be considered as an exhaustive list and other reports may be requested as required for completion of the works.*

**Table 1: Schedule of the basic contract documents to be approved by the contracting authority**

Document	Date of Submittal	Signed by
<b>Inception Report</b> i. Programme of Works ii. Construction Management Plan iii. Works Method Statements iv. Photographic Survey v. H&S Risk Assessment vi. Condition Reports vii. Quality Assurance and Control Plan  <i>Updated versions of tender submission</i>	Three (3) weeks from Contract signing	Contractor's Perit
<b>QA reports</b>	Every month and before interim payments	QA provider & Contractor's Perit
<b>Monthly Progress Reports</b>	Every month	Contractor's Perit
<b>Designs, Drawings and Manuals</b>	Fifteen (15) calendar days upon request by the CA	Contractor's Perit
<b>Final Report</b>	Four (4) weeks from the date of Partial Provisional Acceptance	Contractor's Perit

60. Additionally, by creating a requirement that was not in per se one of the requirements of the Technical Specifications, the Evaluation Committee was not only not acting proportionately, as the goal posts were effectively moved ex post facto but were further, through this request illegally excluding tenderers who were in effect technically compliant and unfairly giving an advantage to other parties, who as is evident from the offers submitted, could only then participate with items of furniture that are already in production, but at higher rates.

61. The evaluation committee in this case has not taken any measure to ensure that competition is not distorted by requesting documentation that was not required in the tender. Rather, when taking note of the technical specifications, there should have been no doubt that by requesting this documentation it was giving an advantage to some parties over others, with substantial potential for distortion of competition.



62. In view of the above, you are also kindly requested to immediately and completely suspend the adjudication process in relation to the tender in caption.

63. Please find enclosed the proof of payment of the sum of €50,000 being the deposits indicated as payable by the Director General (Contracts).



AV. CARL GRECH  
*198, Old Bakery Street, Valletta*



Cospicua Carpark

12 19 26 02 09 16 23 30 06 13 20 27 04 11 18 25 01 08 15 22 29 06 13 20 27 03 10 17 24 31 07 14 21 28 07 14 21 28 04 11 18 25 02 09 16 23

Aug '26 Sep '26 Oct '26 Nov '26 Dec '26 Jan '27 Feb '27 Mar '27 Apr '27 May '27

Year

Excavator 20T, Tipper Trucks  
 Excavator Team, Labourers  
 Service Crew, Mini Excavator  
 Concrete Crew  
 Steel Fixers, Concrete Team  
 Concrete Crew, Steel Fixers  
 Waterproofing Specialists  
 Masons, Steel Fixers  
 Labourers, Leader Operator

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Cospicua Carpark

Jun '27 30 06 13 20 27 04 11 18 25 01 08 15 22 29 05 12 19 26 03 10 17 24 31 07 14 21 28 05 12 19 26 02 09 16 23 30 06 13 20 27 05 12 19 26 02 09  
 Jul '27 27 04 11 18 25 01 08 15 22 29 05 12 19 26 03 10 17 24 31 07 14 21 28 05 12 19 26 02 09  
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 Mar '28 27 04 11 18 25 01 08 15 22 29 05 12 19 26 03 10 17 24 31 07 14 21 28 05 12 19 26 02 09  
 Apr '28 27 04 11 18 25 01 08 15 22 29 05 12 19 26 03 10 17 24 31 07 14 21 28 05 12 19 26 02 09

Road Crew, Compactor

Concrete Crew

Paving Team

MEP Technicians

Electricians

Concrete Crew

Finishing Team

Concrete Team

Playground Installers

Landscaping Crew

Gardening Team

Labourers

PMI Inspectors

17/03

Project Gantt Project Import  
Date: Mon 24/11/25

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	



## METHOD STATEMENT – DEMOLITION WORKS

**Project:** Regeneration of an Existing Car Park and Creation of a New Public Garden in Bormla  
**Prepared in accordance with LN 136 of 2019**

### Purpose of this Method Statement

This Method Statement sets out the approach for carrying out the demolition works safely, efficiently, and with minimal disruption to the surrounding community. It explains how the works will be organised, the equipment used, the sequence of operations, the specific risks related to the Bormla site, and the measures in place to ensure full compliance with Maltese legislation, including LN 136 of 2019, OHS requirements, and the tender specifications.

### Scope of Demolition Works

The demolition phase includes the safe removal of:

- Existing asphalt surfaces and hard paving
- Concrete kerbs, edging and minor foundations
- Existing street furniture (benches, bins, shelters, bollards, planters)
- Playground equipment
- Lighting poles and their associated small concrete bases
- Any other surface elements earmarked for removal in the tender drawings

These works form the first stage of the regeneration of the car park and garden.

### Description of the Site

The site is in Bormla, within a dense urban environment, and is characterised by:

- Proximity to residential properties, narrow streets and pedestrian routes
- Adjacent third-party structures including the Palumbo Dockyard boundary wall
- Existing buried utilities: Enemalta, WSC, GO/Melita services
- Public access routes that must always remain safe
- Limited working space requiring careful coordination of plant movements

These conditions require precise planning, controlled breaking, and strict safety barriers.



## Responsibilities

- **Contractor's Perit – Perit Edward Magro (Warrant No. 551):**  
Overall responsibility for endorsing this method statement, supervising critical stages, approving protection measures and verifying that demolition is executed safely.
- **Site Manager:**  
Day-to-day coordination, toolbox talks, supervision of workers, issuing instructions on-site.
- **Health & Safety Officer:**  
Weekly inspections (minimum), safety audits, ensuring compliance with LN 136:2019, monitoring dust, noise and public-interface risks.
- **Plant Operators & Operatives:**  
Must be licensed as required by the BCA and follow all safety procedures.

## Sequence of Demolition Works

### Pre-Works Preparation

1. **Site setting-out** carried out by the Perit.
2. **Verification and isolation of utilities** with relevant authorities:
  - Enemalta
  - Water Services Corporation
  - GO / Melita telecommunications
3. **Installation of hoarding and temporary fencing** at all public interfaces.
4. **Signage**, including directional signs, warning boards, and "Construction Site – No Entry" notices.
5. **Condition survey** of adjacent properties (photographic record).

### Soft Demolition

This phase involves removing non-structural elements using hand tools and light equipment:

- Benches, bins, playground equipment and small fixtures
- Timber or metal elements



- Lighting poles (disconnected beforehand)

All materials are sorted at source for environmental compliance.

#### **Hard Demolition**

The controlled breaking and removal of:

- Asphalt layers
- Concrete paving
- Kerbs and edging
- Small foundations and concrete plinths

#### **Method:**

- Mechanical breaker fitted to a mini-excavator (1–2 tonne class)
- Concrete saw used to cut clean edges near sensitive boundaries
- Hand tools within 1m of services or third-party walls

Dust suppression is continuous.

#### **Loading, Transport and Disposal**

- Broken material is loaded by skid-steer loader or excavator.
- All waste transported by licensed tipper trucks to authorised facilities in line with ERA requirements.
- ERA consignment notes maintained for every load.
- Metal, timber and plastic items segregated.

#### **Final Clearance**

Once demolition is complete:

- The area is levelled and cleaned.
- Debris is removed.
- A final inspection is carried out by the Perit and Site Manager.
- The site is prepared for the start of excavation works.



### **Plant and Equipment**

- Mini excavators (1–2 tonne)
- Hydraulic breakers
- Skid-steer loader
- Concrete saw
- Tipper trucks
- Water bowser for dust control
- Hand tools (sledgehammers, crowbars, shovels)

All equipment is compliant with Maltese regulations, CE-certified, and operated by licensed personnel.

### **Health and Safety Measures (LN 136 of 2019)**

- Mandatory PPE: safety helmets, high-visibility vests, gloves, ear protection, safety boots.
- Toolbox talks **every morning** before work starts.
- Exclusion zones established around machinery.
- Dust controlled by **continuous watering**.
- Banksman guides all vehicle movements.
- Noise kept within ERA limits; works restricted to daytime hours.
- First-aid kit and always trained first-aider available on site.
- Public areas protected with barriers and warning signage.
- Fire extinguishers positioned near cutting and breaking equipment.

### **Environmental Controls**

- Always dust suppression, especially during concrete breaking.
- Noise control with limited hammering hours.
- Waste separated by category (inert/materials/metal/timber/plastics).
- No washing or dumping on public roads.



- Daily housekeeping and sweeping of access points.

**Quality Assurance**

- Daily site log maintained by Site Manager.
- Photographic documentation of progress.
- Verification of complete removal of all elements shown in demolition drawings.
- Checks by the Contractor's Perit prior to handover to excavation team.

**Endorsement**

**Prepared by:**

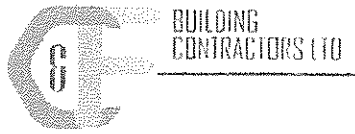
**Perit Edward Magro**

*Warrant No. 551*

**On behalf of C&F Building Contractors Ltd.**

**Signature:** \_\_\_\_\_  


**Date:** \_\_\_\_\_ 05/12/2025



## METHOD STATEMENT – EXCAVATION & PILING WORKS

**Project:** Regeneration of an Existing Car Park and Creation of a New Public Garden in Bormla  
**Prepared in accordance with LN 136 of 2019**

### Purpose of this Method Statement

This Method Statement describes how the excavation (and piling, if required by structural design) will be carried out safely, efficiently, and in full compliance with Maltese legislation. It sets out the sequence of works, identifies the plant to be used, explains how adjacent third-party properties will be protected, and details the health, safety and environmental controls necessary for the project.

### Scope of Works

The scope includes:

- Excavation of strata to form the underground reservoir
- Excavation for strip foundations, rafts and retaining walls
- Trenching for electrical, irrigation, stormwater and communication ducts
- Localised deep excavation near boundary walls
- Any piling or deep foundation works shown on structural drawings
- Transportation and disposal of excavated material

All works shall follow the tender drawings, specifications, and the requirements of LN 136:2019.

### Description of the Site

The site is located within a constrained urban area in Bormla and includes:

- Third-party residential buildings in proximity
- The Palumbo Dockyard boundary wall
- Narrow access points and shared pedestrian routes
- Existing underground utilities (WSC, Enemalta, GO/Melita)
- Limited space for stockpiling or manoeuvring plant



- Hard ground conditions typical of the area

These characteristics require careful methodology, controlled excavation, and appropriate shoring or support where required.

#### **Responsibilities**

- **Perit – Edward Magro (Warrant No. 551):**  
Responsible for site setting-out, overseeing high-risk excavation stages, approving temporary support measures and signing off formation levels.
- **Site Manager:**  
Daily coordination, supervision of operatives, scheduling of equipment, toolbox talks and compliance monitoring.
- **H&S Officer:**  
Weekly inspections, risk assessments, monitoring edges, access, and atmospheric conditions where applicable.
- **Licensed Machinery Operators:**  
Operating all excavators, breakers and trucks in accordance with BCA licensing requirements.

#### **Sequence of Works**

##### **Pre-Excavation Activities**

1. **Setting-out of excavation boundaries and levels** by the Perit.
2. **Utility detection and isolation:**
  - WSC sewer and stormwater
  - Enemalta electricity
  - GO/Melita ducting
3. **Establishment of safety barriers and exclusion zones.**
4. **Delivery and placement of shoring systems** for any excavation deeper than 1.5 m.
5. **Traffic and pedestrian management** to protect the public.

##### **Removal of Surface Material**

- Breaking and removing asphalt, paving and sub-base layers.
- Stockpiling topsoil separately for re-use in landscaping.



- All cart-away in licensed trucks.

#### **Bulk Excavation**

1. **Excavation in controlled layers** (max 300 mm) to avoid over-digging or destabilisation.
2. **Mechanical excavation** using 13–20 tonne excavators depending on access.
3. **Reduced bucket size** when approaching boundary walls.
4. **Hand digging** within 0.5 m of utilities or sensitive structures.
5. **Spoil loading and disposal** to authorised facilities.
6. **Continuous monitoring** of excavation faces by the Site Manager.

#### **Deep Excavation & Temporary Support**

If excavation depth exceeds 1.5 m, the following apply:

- Steel trench boxes or timber lagging installed.
- No plant permitted within 1 m of excavation edge unless verified by the Perit.
- Ladders positioned at safe entry/exit points.
- Daily inspections recorded by the competent person.

#### **Dewatering**

If groundwater or rainwater accumulates:

- Submersible pumps installed.
- Water directed to a sedimentation tank before discharge.
- No direct discharge into public drains without filtration.

#### **Formation Level Verification**

At the completion of excavation:

- Formation levels are checked and signed off by Perit Magro.
- Any soft spots removed and replaced with compacted material.
- Blinding concrete applied where required.

#### **Piling Works (If Required by Structural Drawings)**

If the structural design indicates piling:



- Pile positions marked by the Perit.
- Bored / driven piles installed in accordance with manufacturer's instructions.
- Spoil removed immediately.
- Integrity or load testing carried out as specified.

#### **Plant and Equipment**

- 13–20 tonne excavators
- Mini excavator for tight areas
- Hydraulic breaker
- Skid-steer loader
- Tipper trucks
- Submersible pumps
- Trench shoring systems
- Hand tools (shovels, crowbars, picks)

All machinery CE-certified and operated by licensed personnel.

#### **Health & Safety Measures (LN 136 of 2019)**

- PPE: helmets, hi-vis, gloves, boots, eye and ear protection.
- Daily toolbox talks focusing on excavation hazards.
- Edge protection and warning tape around open excavations.
- Gas detection for deep or confined excavation zones.
- Banksman to guide all reversing trucks and plant.
- No worker to enter unsupported excavation deeper than 1.5 m.
- Emergency egress routes maintained at all times.
- Regular inspections by H&S Officer.

#### **Environmental Controls**

- Dust suppression with regular water spraying.
- Covered truck loads during transportation.



- Sedimentary control for pumped water.
- Noise kept within ERA guidelines.
- Waste managed responsibly and documented via ERA consignment notes.

#### Quality Assurance

- Formation levels checked by the Perit.
- Excavation monitored continuously for stability.
- Photographic records maintained.
- Spoil disposal documents filed.
- Verification that excavation footprint matches tender drawings.

#### Endorsement

Prepared by:

Perit Edward Magro

Warrant No. 551

On behalf of C&F Building Contractors Ltd.

Signature: \_\_\_\_\_

Date: 05/12/2025



## METHOD STATEMENT – CONSTRUCTION WORKS

**Project:** Regeneration of an Existing Car Park and Creation of a New Public Garden in Bormla  
**Prepared in accordance with LN 136 of 2019**

### Method Statement

This Method Statement describes how the construction works will be carried out safely, efficiently and in accordance with the tender drawings, specifications, and all Maltese regulations. It explains the construction sequence, the plant and equipment to be used, and the measures implemented to ensure safety, environmental responsibility and quality control throughout the project.

### Scope of Construction Works

The Construction phase includes:

- Reinforced concrete works (foundations, rafts, beams, slabs, upstands, retaining walls)
- Construction of the underground reservoir and waterproofing systems
- Masonry blockwork where specified
- Rigid pavement works, kerbs and road construction
- Paving works and urban finishes
- Installation of playground equipment and street furniture
- Drainage, stormwater and service duct installations
- Electrical and lighting infrastructure
- Landscaping works, including soil placement, irrigation trenches and planting
- All associated temporary works required for safe execution

These works follow the tender drawings, technical specifications and all related standards.

### Description of the Site

The site is situated within a compact urban area in Bormla, characterised by:

- Adjacent residential buildings



- Narrow road access in Triq il-Monsinjur Panzavecchia and nearby streets
- Existing public pathways that must remain safe
- Proximity to third-party structures
- Limited storage area requiring just-in-time delivery
- Existing underground utility networks

Careful coordination and planning are required to avoid disruption to the surrounding community.

#### **Responsibilities**

##### **Perit – Edward Magro (Warrant No. 551)**

- Approves construction stages
- Reviews formwork, reinforcement and concrete placement
- Ensures compliance with LN 136 of 2019
- Signs off structural elements
- Supervises any critical works such as reservoir waterproofing

##### **Site Manager**

- Daily supervision and coordination
- Conducts toolbox talks
- Oversees workforce, plant use and sequencing
- Maintains site records and quality control

##### **Health & Safety Officer**

- Conducts weekly inspections
- Ensures enforcement of H&S measures (PPE, fall protection, lifting plans)
- Reviews risk assessments for ongoing activities

##### **Workers & Plant Operators**

- Trained and competent
- Follow all safety instructions
- Operate equipment according to BCA and OHS&A regulations



## **Construction Sequence**

### **Foundations and Raft Works**

1. **Blinding concrete** placed on approved formation levels.
2. **Fixing of reinforcement steel** as per structural drawings.
3. **Installation of formwork**, fully checked by the Perit.
4. **Concrete pour** using certified concrete (typically C30/20 or C35/20).
5. **Compaction with vibrators** to achieve dense concrete.
6. **Initial curing** via sheeting or water curing.

All concrete deliveries accompanied by certificates and cube tests.

### **Reservoir Construction**

- Formwork and reinforcement installed as per design.
- **Waterproofing membrane** applied in accordance with manufacturer's instructions.
- Construction joints fitted with **water stops**.
- **Hydrostatic testing** carried out before backfilling.

This activity receives direct supervision from the Perit due to its critical nature.

### **Superstructure and Masonry Works**

- Blockwork (hollow concrete blocks C20) laid and plumbed.
- Vertical stiffening filled every four courses where required.
- Lintels and small structural elements cast in a sequenced order.

### **Roadworks and Rigid Pavement**

1. Sub-base compacted to Transport Malta standards.
2. Lean concrete layer added where required.
3. **Rigid pavement** cast using C30/20 concrete.
4. Saw-cut joints placed to control cracking.
5. Kerbs and edging installed.

Road levels and falls checked prior to concrete placement.



### **Paving and Finishes**

- Stone-effect pavers installed on compacted bedding.
- Rubber flooring installed in playground areas.
- Drainage grates, channels and access covers installed.
- Stainless-steel cable railing system installed at the loggia.

### **Installation of Street Furniture & Playground Equipment**

- Foundations for benches, bins, shading structures and shelters prepared.
- Equipment installed in accordance with manufacturer instructions.
- All bolts and fixings stainless steel and anti-vandal type.

Playground equipment installed with safety surfacing clearances.

### **MEP & Lighting Works**

- Laying of ducts and cable trays.
- Pulling of cables and installation of lighting columns.
- Electrical testing and commissioning.
- Civil works for lift (if forming part of the contract) executed according to specifications.

### **Landscaping Works**

- Placement of soil and preparation of planters.
- Irrigation pipe trenches installed.
- Planting of trees and shrubs per landscaping drawings.
- Mulching and finishing touches.

### **Plant & Equipment**

- Concrete pump and mixers
- Scaffolding and mobile towers
- Plate compactors, rollers
- Excavators and loaders



- Lifting equipment (chain blocks, cranes if needed)
- Power tools (cutters, drills, vibrators)

All equipment CE-certified and operated by licensed personnel.

#### **Health & Safety Measures (LN 136 of 2019)**

##### **General Measures**

- Mandatory PPE always
- Morning toolbox talks with all operatives
- Fire extinguishers positioned at strategic points
- First aid station available on site

##### **Working at Height**

- Guardrails, toe boards, and secure scaffolding
- Harnesses used when required
- No unprotected edges

##### **Lifting Operations**

- Only competent and authorised personnel
- Lifting plans prepared for significant lifts
- Banksman always

##### **Concrete Works**

- Clear access routes
- Safe handling of vibrators and hoses
- PPE for splash protection

##### **MEP and Electrical Safety**

- Lock-out/tag-out systems
- No live working permitted
- Testing before energising



#### **Public Safety**

- Barrired work areas
- Clear signage
- Constant monitoring of pedestrian routes

#### **Environmental Controls**

- Dust suppression (water spraying)
- Noise restrictions following ERA guidelines
- Waste segregation and disposal to licensed facilities
- Spill kits available for accidental oil/fuel leakage
- Daily housekeeping to maintain site cleanliness

#### **Quality Assurance**

- Concrete cube testing
- Compaction tests on sub-base
- Waterproofing inspections
- As-built surveys
- Perit signoffs at critical stages
- Photographic documentation archived

#### **Endorsement**

**Prepared by:**

**Perit Edward Magro**

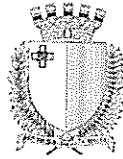
*Warrant No. 551*

On behalf of C&F Building Contractors Ltd.

**Signature:**

**Date:** 05/12/2025





17<sup>th</sup> April 2026

**C and F Building Contractors Ltd**  
**TID: 236700**

**REFERENCE: CT2274/2025**

**SUBJECT: TENDER FOR THE REGENERATION OF AN EXISTING CAR PARK AND CREATION OF A NEW PUBLIC GARDEN IN BORMLA, USING ENVIRONMENTALLY FRIENDLY METHODS AND MATERIALS**

Dear Sir/Madam,

Thank you for participating in the above-mentioned tender procedure. However, I regret to inform you that the offer submitted by your company was found to be **technically non-compliant** as follows:

- *"The bidder's POW exceeds the period allowed 106 weeks by 4 days as specified under Article 32 of the Special Conditions.*

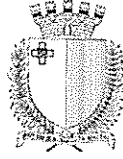
*Furthermore, the submitted method statements do not fully meet the requirements of LN 136 of 2019;*

- *The bidder had to submit a works method statements as required by LN 136 of 2019 prepared, signed and endorsed by Contractor's Perit.*
- *The method statements do not clearly show how works will be carried out considering site nature, adjacent properties, programme, and required plant/equipment.*
- *The Demolition method statement fails to identify the risks and measures to safeguard stability of ongoing works and contiguous structures/terrain.*
- *The excavation method statement lacks the following:*
  - a) Description of the affected zone with a dimensioned plan.*
  - b) Limits and depths of excavation.*
  - c) Shaded and dimensioned affected zone.*

*Furthermore, within the Method Statement, the ground conditions description missing, including geological map data or relevant surrounding information.*

- *A geotechnical investigation was not mentioned to be carried out within the methodology submitted.*
- *Perit did not indicate whether ground improvement or underpinning is required.*
- *The proposed excavation methodology is not supported by documents showing phasing, starting point, excavation levels, or safeguards against instability of structures in the affected zone.*

DIPARTIMENT TAL-KUNTRATTI  
Notre Dame Ravelin  
Floriana FRN 1600 – MALTA



DEPARTMENT OF CONTRACTS  
Notre Dame Ravelin  
Floriana FRN 1600 – MALTA

Contact Number: +356 2378 1001  
e-Mail: [info.contracts@gov.mt](mailto:info.contracts@gov.mt)  
website: [www.contracts.gov.mt](http://www.contracts.gov.mt)

- *The building works method statement fails to include precautions and safeguards for contiguous structures.*
- *In view of these listed shortcomings, the technical offer was deemed non-compliant.*

The tender was recommended for award to **Vassallo Builders Ltd (TID: 236711)** for the amount of **€10,784,954.91 excluding VAT**, this being the cheapest compliant offer.

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 electronically with the Public Contracts Review Board by sending an email on: [info.pcrb@gov.mt](mailto:info.pcrb@gov.mt) by noon of Monday 27<sup>th</sup> April 2026 against a deposit of €50,000.

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](http://www.etenders.gov.mt).

Although we have not been able to make use of your works on this occasion, I trust that you will continue to take an active interest in our initiatives.

Yours sincerely,  
Jennifer Atkins

f/Director General (Contracts)



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. Rodianne Brincat  
Printed on: 25/04/2026 - 21:41  
Document ID: 28103091

#### Transaction details

Payer's name: F.SCHEMBRI HOLDINGS LTD

Beneficiary Name & Surname / Company / Group name: CASHIER MALTA GOVERNMENT CALL ACCO

Relation: Administrative Services

Reason: Other

Payment details: CT2274/2025 Appeal C and F Building Contractors Ltd

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: C&F - O/D II (EUR) 4001950503 5

Charges should be paid by: Shared - I pay BOV charges; CASHIER MALTA GOVERNMENT CALL ACCO pays the beneficiary bank charges

Amount: EUR 50,000.00

BOV to transfer the money: as soon as possible

Receiving bank to get the money as: normal priority payment

FPAD Result: The name you entered is very similar to our records: CASHIER MALTA GOVERNMENT CALL ACCOUNT - GENERAL. If you continue without correcting it, the payment may be sent to the wrong person, and recovery may not be possible as it could result in fraud. This Verification of Payee check will not block the payment, but it is simply providing additional security. Please verify the payment details with the recipient before proceeding.

Saved template: no

#### Additional information

Credit amount: EUR 50,000.00

Debited amount (excluding charges): EUR 50,000.00

Estimated amount to be withdrawn from account: EUR 50,004.00

Transaction charge: EUR 4.00

#### Transaction result

Status: Your instructions have been received and will be reviewed. Please do not re-submit this payment.

Transaction ID: 177979237