



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

13th May 2026

Dear Sir/Madam,

**Tender Reference: NLC/04/2025**

**Subject: Tender for the Cleaning and Clearing of Non-Urban Roads and Sites in Naxxar using Environmentally Friendly Products and Practices**

I am instructed to write for and on behalf of Carmel Mifsud holder of identity card bearing the number 181272M of Marija Bambina, Triq il-Kappella ta' Santa Marija, in-Naxxar (hereinafter the "Appellant"), and hereby formally and officially submit my client's objection, and thereby lodge this appeal against the decision reached by the Naxxar Local Council (hereinafter the "Contracting Authority" or "Authority").

My client has duly submitted his offer to above-captioned tender process, whereby by means of correspondence dated 4th May 2026 issued by the Executive Secretary of the Contracting Authority, the Appellant was informed that the Naxxar Local Council has refused his procurement proposal on the grounds that it was non-compliant due to an alleged failure on his part to submit documentation pertaining to clause 5 of the instructions to tenderers.

The Appellant feels aggrieved by the above decision, and is hereby appealing on the following grounds:

**First Grievance: The Contracting Authority was incorrect to determine that the Appellant's procurement proposal was non-compliant due to failure submit documentation pertaining to clause 5 of the instructions to tenderers**

1. The first ground of appeal is in relation to the ground for refusal stated by the Contracting Authority by means of which procurement proposal on the grounds that it was non-compliant due to failure on his part to submit documentation pertaining to clause 5 of the instructions to tenderers an extract of which was reproduced in the Contracting Authority's request for rectification dated 13<sup>th</sup> February 2026, whereby it is stated that:

*"The set of specific Services listed in the Annually Contracts Circular in relation to the 'Award of Service Contracts and Pegged Rates' shall always be deemed as services forming part of the scope of the Employment Agencies Regulations S.L. 452.130. Accordingly, in such circumstances, the requirement of the licence to operate an Employment Agency or Employment Business shall be included automatically";*

2. The Appellant humbly contends that the above-mentioned reason for refusal of the awarding tender is only a result of the Contracting Authority's own failure to properly interpret the Employment Agencies Regulations S.L. 452.130;
3. In this instance, reference is made to Clause 5(A) of the tender document which provides, inter alia, that:

*"In line with the Employment Agencies Regulations S.L. 452.130, Economic Operators operating an Employment Agency or Employment Business shall be in possession of a Valid licence issued by the Department for Industrial and Employment Relations (DIER)"*

Therefore it is evident, that the above requisite is only operative toward economic operators operating an Employment Agency or Employment Business as provided for in Employment Agencies Regulations S.L. 452.130;

4. It is evident and clear that the Employment Agencies Regulations S.L. 452.130 regulates the recruitment of persons for employment in Malta or outside Malta; as a temporary work agency; or as an outsourcing agency – with offering employment services which include the keeping of any register of applicants for employment or the referral of applicants for employment, the placing in employment of

applicants for employment; the placing of advertisements for the filling of employment vacancies, the interviewing and selection of applicants for employment and the offering of employment contracts for, or on behalf of any employer to applicants for employment, the assignment of employees to user undertakings, whether such assignment is made by the employment agency or employment business through the activity of a temporary work agency or that of an outsourcing agency;

5. In this regard submitted that the Appellant does not operate in the above employment services field, and does not fall under the definition of an employment agency – and therefore, the afore-quoted Employment Agencies Regulations S.L. 452.130 do not regulate the Appellant;
6. The Appellant humbly submits that he is a self-employed service provider whose business consists in the direct provision of operational services;
7. It is further submitted that the tendering process in question is for the provision of services for “the Cleaning and Clearing of Non-Urban Roads and Sites in Naxxar using Environmentally Friendly Products and Practices” – and therefore the nature of the tender is a service contract for the execution of operational works, and not the provision of labour intermediation, recruitment services or outsourced staffing arrangements;
8. Therefore it is submitted, that the Appellant does not fall within the category of economic operators as contemplated in Clause 5(a) of the tender document, and that the Contracting Authority’s interpretation of this clause is legally incorrect.

**Second Grievance: The Contracting Authority was incorrect to reply upon criteria which does not form part of the published tender documentation**

9. By means of its rectification request dated 13<sup>th</sup> February 2026, the Contracting Authority’s request for rectification stated that:

*“The set of specific Services listed in the Annually Contracts Circular in relation to the ‘Award of Service Contracts and Pegged Rates’ shall always be deemed as services forming part of the scope of the Employment Agencies Regulations S.L. 452.130. Accordingly, in such circumstances, the requirement of the licence to operate an Employment Agency or Employment Business shall be included automatically”;*

10. The Appellant respectfully submits that this alleged interpretative position does not form part of the published tender documentation;
11. It is further submitted that no such wording appears within the tender documentation, and therefore no such automatic deeming mechanism is to be incorporated into the procurement conditions communicated to economic operators – and economic operators are entitled to rely upon the tender conditions as published;
12. It is humbly submitted that a Contracting Authority cannot, during the evaluation stage, introduce or rely upon unpublished interpretative criteria, internal administrative templates or requirements not expressly incorporated into the procurement – as this would tantamount to shifting of goalposts during the evaluation of the bids;
13. The Appellant submits that to permit such a decision would undermine the fundamental procurement principles of transparency, legal certainty and equal treatment.

**Third Grievance: The Contracting Authority was incorrect to determine that Circular 02/2025 issued by the Department of Contracts requires the licence to operate an Employment Agency or Employment Business**

14. Without prejudice to the second grievance, the Appellant respectfully submits that even if the contents of the Circular was not included in the tender document, the

Contracting Authority nonetheless was incorrect to determine that the Circular 02/2025 issued by the Department of Contracts requires the licence to operate an Employment Agency or Employment Business;

15. The third ground of appeal relates to the Tender Evaluation Committee's request for clarification/rectification issued by the Contracting Authority on 13<sup>th</sup> February 2026, in which it is stated that:

*"The concerned services are regulated by Circular 02/2025 issued by the Department of contracts. The same department of contracts within templates provided to contracting authorities indicates the underneath which is being quoted for ease of reference:*

*"The set of specific Services listed in the Annually Contracts Circular in relation to the 'Award of Service Contracts and Pegged Rates' shall always be deemed as services forming part of the scope of the Employment Agencies Regulations S.L. 452.130. Accordingly, in such circumstances, the requirement of the licence to operate an Employment Agency or Employment Business shall be included automatically";*

16. However, in this regard, the Appellant is hereby attaching a copy of Circular 02/2025 issued by the Department of Contracts dated 17<sup>th</sup> January 2025 (attached hereto and marked as "Doc. A") entitled "Award of Service Contracts: Pegged Rates: 2025", whereby it is humbly submitted that no such reference to Employment Agencies Regulations S.L. 452.130 nor is there any requisite for the provision of licence to operate an Employment Agency or Employment Business;
17. Without prejudice to the above - and without conceding to the request for the licence to operate as an Employment Agency or Employment Business - in the interest of equality of arms, the Contracting Authority should substantiate that all bidders have sufficiently proven that they hold the above-referenced licences;
18. For the above reasons, the Appellant submits that the Contracting Authority was incorrect.

**Fourth Grievance: The decision lacks adequate reasoning and is procedurally unfair**

19. The Appellant duly responded to the rectification request issued by the Contracting Authority;
20. In his reply, the Appellant provided a legal explanation regarding the inapplicability of Employment Agencies Regulations S.L. 452.130 to his operations, a clarification regarding the nature of his business, documentary correspondence, as well as an explanation addressing each concern raised;
21. Nonetheless, and notwithstanding the detailed reply, the appealed decision fails to explain why the Appellant's explanations and submissions were deemed insufficient – and furthermore it does not address the substance of the Appellant's clarifications;
22. The Appellant humbly submits that a public procurement decision affecting an economic operator's participation in a competitive procedure must be properly reasoned.

**Conclusion:**

In view of the above, the Appellant respectfully requests that this Honourable Board:

1. Declare that the Contracting Authority acted unlawfully and in breach of the applicable procurement principles and laws and the tender conditions, *inter alia*, by disqualifying the Appellant on the basis of the reasons given in its decision dated 4<sup>th</sup> May 2026;
2. Annul and overturn the decision dated 4<sup>th</sup> May 2026 whereby the Appellant's offer was deemed non-compliant;

3. Annul and overturn the recommendation for award in favour of Green Ivy Cleaning Services, together with any consequential acts;
4. Order the Contracting Authority to reinstate the Appellant in the procurement process and to resume and conclude the evaluation of the Appellant's offer in accordance with the tender documents and applicable law; and
5. Order the refund of the deposit lodged in conjunction with the present objection.

Grant any other appropriate remedy and make any relevant and necessary declarations in furtherance of the above.

A handwritten signature in black ink, appearing to read 'Darren Carabott', written in a cursive style with a large initial 'D'.

Avv. Darren Carabott

Department of Contracts  
Notre Dame Ravelin  
FLORIANA

To Permanent Secretaries  
Directors General  
Directors  
Heads of Public Sector Organisations

17 January 2025

### **AWARD OF SERVICE CONTRACTS: PEGGED RATES: 2025**

Reference is being made to past Contracts Circulars<sup>1</sup> published with the intent to establish the ‘Minimum Hourly Rates Payable to Contractor’ in relation to a set of specific Services, with the scope of mitigating precarious work conditions, especially when such services are rendered to the Contracting Authorities<sup>2</sup> / Entities<sup>3</sup>.

The new ‘Minimum Hourly Rates Payable to Contractor’ for year 2025 (which are based on the rates agreed upon in the Public Service Collective Agreement 2025-2030 as well as on any relevant arrangements announced by the Government of Malta) are enclosed as per Annex I to this Circular. Such rates are applicable and payable as of 01 January 2025.

The contents of this circular including the ‘Minimum Hourly Rates Payable to Contractor’ are relevant to signed Service Contracts and currently at Implementation Stage of the Public Contract as well as to any Public Procurement Procedures published prior to the Date of this Circular.

Other information is being included at Annex II to this Circular.

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<sup>1</sup> Contracts Circulars N° 27/2014, 04/2015, 20/2016, 01/2017, 07/2017, 08/2017, 20/2017, 20/2018, 17/2019, 20/2020, 21/2021, 04/2023, 05/2023, 01/2024, 12/2024 and 13/2024.

<sup>2</sup> Contracting Authorities in S.L. 601.03 and S.L. 601.05 are the State, regional or local authorities, bodies governed by public law or associations formed by one or more such authorities or one or more such bodies governed by public law.

<sup>3</sup> Contracting Entities in S.L. 601.05 are entities which: (a) are contracting authorities or public undertakings and which pursue one of the activities referred to in regulations 8 to 14; (b) when they are not contracting authorities or public undertakings, have as one of their activities any of the activities referred to in regulations 7 to 13, or any combination thereof and operate on the basis of special or exclusive rights granted by a competent authority.

**Contact**

Contracting Authorities / Entities may submit any queries in relation to the generic content of this Circular to the Department of Contracts' Customer Care service on [info.contracts@gov.mt](mailto:info.contracts@gov.mt) or by calling on +356 2378 1001.

However, regarding specific queries vis-a-vis the relevant 'Basic Rates' (or any other applicable monies) payable to the Contractor's Employees, all interested parties (including Contracting Authorities / Entities and Contractors) are to contact the Department for Industrial and Employment Relations on [contract.dier@gov.mt](mailto:contract.dier@gov.mt) or on Freephone 1576.

Adrian Dalli

Director General (Contracts)

# Annex I

The following table is the Minimum Hourly Rates Payable to Contractors (excl. VAT) for the period 2025 based on the Collective Agreement 2025 - 2030

		2025 Minimum Hourly Rates Payable to Contractors (excl VAT)										
	Government Salary Scale	Mon-Sat	Sunday	Vacation	Bonus/Weekly	Public	National	Sick	Maternity	Mon-Sat	Sunday	
		Basic Rate	Basic Rate	Leave	Allowance	Holidays	Insurance	Leave	Leave Fund	Total Rate Payable to Contractor	Total Rate Payable to Contractor	
Cleaners (Offices) Operative I	20	€ 6.15	€ 12.30	€ 0.97	€ 0.25	€ 0.49	€ 0.62	€ 0.21	€ 0.03	€ 8.72	€ 14.87	
Street Sweepers Operative I	20	€ 6.15	€ 12.30	€ 0.97	€ 0.25	€ 0.49	€ 0.62	€ 0.21	€ 0.03	€ 8.72	€ 14.87	
Waste Collectors Operative I	20	€ 6.15	€ 12.30	€ 0.97	€ 0.25	€ 0.49	€ 0.62	€ 0.21	€ 0.03	€ 8.72	€ 14.87	
Health Attendants (Public Convenience) Operative I	20	€ 6.15	€ 12.30	€ 0.97	€ 0.25	€ 0.49	€ 0.62	€ 0.21	€ 0.03	€ 8.72	€ 14.87	
Cleaners (Hospitals and Elderly Homes) Operative III	17	€ 7.50	€ 15.00	€ 1.18	€ 0.25	€ 0.59	€ 0.75	€ 0.26	€ 0.04	€ 10.57	€ 18.07	
Junior Clerks	17	€ 7.50	€ 15.00	€ 1.18	€ 0.25	€ 0.59	€ 0.75	€ 0.26	€ 0.04	€ 10.57	€ 18.07	
Home Helpers Operative III	17	€ 7.50	€ 15.00	€ 1.18	€ 0.25	€ 0.59	€ 0.75	€ 0.26	€ 0.04	€ 10.57	€ 18.07	
Care Workers (Health Carer I)	17	€ 7.50	€ 15.00	€ 1.18	€ 0.25	€ 0.59	€ 0.75	€ 0.26	€ 0.04	€ 10.57	€ 18.07	
Tradesmen	16	€ 8.13	€ 16.26	€ 1.28	€ 0.25	€ 0.64	€ 0.82	€ 0.28	€ 0.04	€ 11.44	€ 19.57	
Clerical Officers	15	€ 8.74	€ 17.48	€ 1.37	€ 0.25	€ 0.69	€ 0.88	€ 0.30	€ 0.04	€ 12.27	€ 21.01	
Receptionists	15	€ 8.74	€ 17.48	€ 1.37	€ 0.25	€ 0.69	€ 0.88	€ 0.30	€ 0.04	€ 12.27	€ 21.01	
Security Guards	15	€ 8.74	€ 17.48	€ 1.37	€ 0.25	€ 0.69	€ 0.88	€ 0.30	€ 0.04	€ 12.27	€ 21.01	
Customer Care Assistants	15	€ 8.74	€ 17.48	€ 1.37	€ 0.25	€ 0.69	€ 0.88	€ 0.30	€ 0.04	€ 12.27	€ 21.01	
Staff Nurses (with Diploma)	12	€ 10.83	€ 21.66	€ 1.70	€ 0.25	€ 0.85	€ 1.09	€ 0.37	€ 0.05	€ 15.14	€ 25.97	
Staff Nurses (with Degree)	10	€ 12.29	€ 24.58	€ 1.93	€ 0.25	€ 0.97	€ 1.23	€ 0.42	€ 0.06	€ 17.15	€ 29.44	

*It is to be noted that the 'Mon-Sat Total Rate Payable to Contractor' is not inclusive of the 'Sunday Total Rate payable to Contractor' rate. Any hours worked on Sundays shall not be remunerated at a rate less than the rates identified in the column titled 'Sunday Total Rate payable to Contractor'. Accordingly, in such circumstances, the Contractor's employees shall not be paid less than the rates indicated in the column titled 'Sunday Basic Rate'. Likewise, any hours worked between Monday and Saturday shall not be remunerated at a rate less than the rates identified in the column titled 'Mon - Sat Total Rate payable to Contractor'. In such instances, the Contractor's employees shall not be paid less than the rates indicated in the column titled 'Mon - Sat Basic Rate'.*

*Contractors are to note that their employees are to receive the Government Weekly Allowances and Government Bonuses in their appropriate month.*

## Annex II

### Background: Concept of Pegged Rates

It is important to clarify that the Concept of Pegged Rates stems from one of the European Union's ideologies as depicted in Article 157 of the Treaty on the Functioning of the European Union (TFEU), which relates to the '*principle of equal pay for male and female workers for equal work or work of equal value*'. In addition, the purpose of Directive 2006/54/EC<sup>1</sup> is to ensure the implementation of the principle of equal opportunities and equal treatment. In fact, Article 1(b) of Directive 2006/54/EC specifies that it '*contains provisions to implement the principle of equal treatment in relation to: working conditions, including pay*'<sup>2</sup>.

The concept of 'Equal Pay for Equal Work or Work of Equal Value'<sup>3</sup> is also in Malta's legislation. In fact, Article 27 of the Employment & Industrial Relations Act of 2002 (Chapter 452, Part IV) states that '*Employees in the same class of employment are entitled to the same rate of remuneration for work of equal value: Provided that an employer and a worker or a union of workers as a result of negotiations for a collective agreement, may agree on different salary scales, annual increments and other conditions of employment that are different for those workers who are employed at different times, where such salary scales have a maximum that is achieved within a specified period of time; and provided further that any distinction between classes of employment based on discriminatory treatment otherwise than in accordance with the provisions of this Act or any other law shall be null and of no effect*'.

To this end, this Contracts Circular shall not only refer to Service Contracts deemed as precarious, but it shall also incorporate contracts related to services which tend to be associated with pay discrimination<sup>4</sup>, both from a gender perspective as well as from a generic holistic perspective, including economic and social rights.

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<sup>1</sup> Directive 2006/54/EC of the European Parliament and of The Council of 05 July 2006 on the implementation of the principle of equal opportunities and equal treatment of men and women in matters of employment and occupation (recast).

<sup>2</sup> Article 2 of Directive 2006/54/EC defines pay as '*the ordinary basic or minimum wage or salary and any other consideration, whether in cash or in kind, which the worker receives directly or indirectly, in respect of his/ her employment from his / her employer*'.

<sup>3</sup> Article 14 (Chapter 2, Declaration of Principles) of the Constitution of Malta relates to Equal rights of men and women. In fact, it specifies that '*The State shall promote the equal right of men and women to enjoy all economic, social, cultural, civil and political rights and for this purpose shall take appropriate measures to eliminate all forms of discrimination between the sexes by any person, organisation or enterprise; the State shall in particular aim at ensuring that women workers enjoy equal rights and the same wages for the same work as men*'.

<sup>4</sup> Article 4 (Prohibition of Discrimination) of Directive 2006/54/EC states that '*For the same work or for work to which equal value is attributed, direct and indirect discrimination on grounds of sex with regard to all aspects and conditions of remuneration shall be eliminated. In particular, where a job classification system is used for determining pay, it shall be based on the same criteria for both men and women and so drawn up as to exclude any discrimination on grounds of sex*'.

### **Minimum Hourly Rates Payable to Contractor**

Contracting Authorities / Entities are instructed to apply the 'Minimum Hourly Rates Payable to Contractor' for signed contracts, in line with Annex I.

Signed Public Contracts in relation to specific services shall not be paid less than the rate indicated in the '**Mon - Sat Total Rate payable to Contractor**' and the '**Sunday Total Rate payable to Contractor**' columns, as outlined in Annex I.

The Contractors' employees shall not be paid less than the stipulated '**Mon - Sat Basic Rate**' and '**Sunday Basic Rate**' in line with the same Annex.

Furthermore, in order to ensure that all applicable remuneration (over and above the Basic Rate) due to the employees namely, overtime and Public Holidays as well as other arrangements are paid as per the provisions that arise from the Employment and Industrial Relations Act (CAP 452), its Subsidiary Legislations, relevant Wage Regulation Orders and any other subsequent Legal Notices that might come into effect after the date of the publication of this Circular, Contracting Authorities / Entities are encouraged to direct any queries raised by Contractors or their employees to the Department for Industrial and Employment Relations (DIER).

### Minimum Hourly Rates: Weekday and Sunday Rates

Contracting Authorities / Entities are reminded that Contractors shall not be paid less than the 'Mon - Sat Total Rate payable to Contractor' in instances wherein one's employees render their services only from Monday to Saturday. Accordingly, in such circumstances, the Contractor's employees shall not be paid less than the 'Mon - Sat Basic Rate'.

On the other hand, any hours worked on Sundays shall not be remunerated less than the relevant 'Sunday Rate'. For avoidance of doubt, it is being clarified that a Contractor shall not be paid less than the 'Sunday Total Rate payable to Contractor' in instances wherein one's employees are engaged to render a service on a Sunday. Accordingly, in such circumstances, the Contractor's employees shall not be paid less than the 'Sunday Basic Rate'.

*It is to be noted that the rates indicated in Annex I are to be complied with by all relevant parties, unless more favourable rates are in place.*

### **Applicability of the Minimum Hourly Rates**

The Collective Agreement 2025-2030 relates to the Public Service<sup>5</sup> of Malta employees. Therefore, the relevant 'Total Rate Payable to Contractor' applies to any Contractor awarded a Public Contract by a Contracting Authority / Entity forming part of the Public Service. Accordingly, such rates shall not necessarily apply to the Public Sector<sup>6</sup> Contracting Authorities / Entities since the latter may be bound to other specific Collective Agreements.

In addition, it is to be noted that the contents of this Circular are also extended to the Public Private Partnerships (Elderly Care) and Homes for the Elderly Renting out Beds to the Government of Malta.

### **Specific Collective Agreements applicable to particular Contracting Authorities / Entities**

Further to the above, in the circumstance where a specific service requested by a Contracting Authority / Entity is not regulated by the Collective Agreement 2025-2030 for the Public Service of Malta Employees, in line with the Pegged Rates Ongoing Service Contracts or Published Procurement Procedures, Contracting Authorities / Entities shall adhere to the relevant 'Total Rate Payable to Contractor' and the applicable 'Basic Rate' for the Contractors' employees in accordance with the rates published in the respective Collective Agreement of that particular Contracting Authority / Entity. In absence of a Collective Agreement, the concerned Contracting Authority / Entity shall contact the DIER for any relevant guidance.

In any such circumstance, Contracting Authorities / Entities shall liaise with the Department for Industrial and Employment Relations to attain in writing all necessary assistance. A copy of any communication with DIER shall be retained in file for auditing purposes as well as for presentation to the Department of Contracts, as and when requested.

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<sup>5</sup> *Public Service consists of Ministries and Departments of Government, thus, the core and integral components of the Government of Malta's administrative machinery – Public Service Official Website.*

<sup>6</sup> *Public Sector refers to all Government Organisations and their Employees, as distinct from the private sector. Entities in the wider Public Sector, namely Statutory Authorities and Agencies, Government Foundations, and companies with a Government majority shareholding, although belonging to the Government, they are not part of Government – Public Service Official Website.*

### **Public Contracts at different Stages of the Procurement Procedure**

An Addendum is to be prepared for Public Contracts which have already been awarded and signed and / or shall continue to be implemented in 2025.

For avoidance of doubt, it is being specified that the above-mentioned Addendum Request is required for the 'Mon-Sat Total Rate Payable to Contractor' and 'Sunday Total Rate Payable to Contractor'.

*Modifications and Addendum:* Further to an Approved Modification Request sought through the applicable channels, an addendum reflecting the new rates as detailed in the 'Mon-Sat Total Rate Payable to Contractor' and in the 'Sunday Total Rate Payable to Contractor', covering 2025 shall be drawn up. Therefore, irrespective of the bidding rate and awarded rate to any given Contractor, the difference between the relevant 2025 'Total Rate Payable to Contractor' and the previously quoted Rates for the same year, shall be paid as a Modification to the Contractor.

In addition to any customary documentation to be presented to the relevant Competent Authority, the Request for an Approval of a Modification in relation to the aforementioned Services shall specify the Estimated increase in the new Total Awarded Contract Value.

*Backdated Modifications:* All Contracting Authorities / Entities paying backdated modifications to Contractors shall inform the Department for Industrial and Employment Relations to be provided with any applicable guidance.

### **Public Contracts in Implementation Stage**

Contracts in relation to the aforementioned services which are at present in the Implementation Stage and which contracts were pegged to the rates stipulated through Contracts Circulars N° 27/2014, 04/2015, 20/2016, 01/2017, 07/2017, 08/2017, 20/2017, 20/2018, 17/2019, 20/2020, 21/2021, 04/2023, 05/2023, 01/2024, 12/2024 and 13/2024 necessitate an Addendum to the Contract reflecting the new relevant 'Total Rate Payable to Contractor' Rates. Thus, Contracting Authorities / Entities shall request and issue the said Addendum accordingly.

### **Service Contracts: Different Nomenclature to the Contracts Circular**

One may wish to note that the Service Grade nomenclatures of Nursing Aide, Senior Tradesman and Senior Clerk were removed from the Public Service Structure for 2025.

Thus, for existing contracts the previous scale quoted in the previous circular/s still apply, ie:

- Nursing Aide – Scale 15
- Senior Tradesman – Scale 14
- Senior Clerk – Scale 14

Queries may be liaised with DIER to make sure appropriate interpretation to the Salary Scale and accordingly its corresponding 'Total Rate Payable to Contractor'.

If applicable, Contracting Authorities / Entities shall keep a copy of any written communication with the Department for Industrial and Employment Relations for auditing purposes as well as for review by the Department of Contracts, as and when requested.

### **Duration of Public Contracts**

In line with Contracts Circular N° 06/2016 (dated 28 April 2016) Contracting Authorities / Entities are reminded that any awarded Public Contract in relation to the Provision of Pegged Rate Services shall not be for a period of less than one (1) year.

### **Transfer of Business**

Contractors implementing a Public Contract are bound to the Transfer of Business (Protection of Employment) Regulations S.L. 452.85. Accordingly, it is the responsibility of any Economic Operator submitting a bid for a Public Contract in relation to the aforementioned services to ascertain that the offer submitted is in conformity to the conditions stipulated in the Employment and Industrial Relations Act (CAP.452).

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Bank of Valletta p.l.c.  
 Operations - Payment Order Section  
 Registered Office  
 Registration Number

Bank of Valletta

APPLICATION FOR  
 PAYMENT ORDER  
 OUTWARDS

CUSTOMER'S NAME (PRINT)

CARMEL MIFSUD  
 MARIJA BAMBINA TRIO IL-KAPPELLA TA'  
 SANTA MARJA  
 IN-NAXXAR

26899806

FOR OFFICE USE

- INSTANT PAYMENTS
- SLPA
- INST-SLPA

INSTRUCTIONS TO CENTRE

- SEND
- ID/FC 01
  - ID/FC 03
- BY
- MAIL TO CUSTOMER

CUSTOMER'S MAILING ADDRESS

MARIJA BAMBINA TRIO IL-KAPPELLA TA'  
 SANTA MARJA  
 IN-NAXXAR

PLEASE REMIT THE SUM OF

Four hundred and seventy five euros only.

AMOUNT IN WORDS

EUR475

CASHIER'S NAME (PRINT)

Cashier Malta Government  
 Development House, Level 2 and 3, St Anne Street, Floriana

IN ACCOUNT / IBAN

MT55MALT011000040001EURCMG5001H

WITH / NAME OF BANK / BIC / SWIFT MALTMTMT - CENTRAL BANK OF MALTA  
 WITH / ADDRESS / BANK (if required)

SPECIAL INSTRUCTIONS (if any)

VERIFICATION OF PAYEE (FOR OFFICE USE)

- MATCH
- CLOSE MATCH (Insert Response Return Name)
- VERIFICATION CHECK NOT POSSIBLE
- NO MATCH

I HEREBY UNDERTAKE TO KEEP THE BANK FULLY INDEMNIFIED AND FREE FROM ALL CLAIMS, DAMAGES, CHARGES AND EXPENSES WHICH THE BANK MAY INCUR, DIRECTLY OR INDIRECTLY, BY REASON OF COMPLYING WITH MY REQUEST TO PROCEED WITH THE TRANSACTION, NOTWITHSTANDING THAT A 'NO-MATCH', 'CLOSE-MATCH' OR 'VERIFICATION NOT POSSIBLE' WAS MARKED BY THE BANK OFFICIAL, CONFIRMING ALSO THAT ALTHOUGH WARNED OF THE CONSEQUENCES AND RISKS THEREOF, I AM HEREBY AUTHORIZING THE BANK TO PROCEED.

DETAILS OF PAYMENT

Tender for the cleaning & clearing of non-urban roads & sites in Naxxar using environmentally friendly products and practices. Ref Number: NLC/04/2025

VALUE DATE

- NORMAL
- SAME DAY

BANK CHARGES

- FOR MY/OUR ACCOUNT
- SHARED
- FOR BENEFICIARY

IN REIMBURSEMENT

- PLEASE DEBIT MY/OUR ACCOUNT NUMBER 16304395081

THE BANK WILL NOT BE LIABLE IF IT OR ANOTHER PERSON INVOLVED IN THIS TRANSACTION FAILS TO PERFORM THE TRANSACTION AND/OR FREEZE THE FUNDS OR DELAYS THE TRANSACTION IN WHOLE OR IN PART OR DISCLOSES INFORMATION IN RESPECT OF THIS TRANSACTION TO A REGULATOR OR OTHER AUTHORITY, AS A RESULT OF ANY LAW, SANCTIONS, REGULATION, OR THEIR OWN POLICY, AND FOR ANY ACTION WHICH MAY BE TAKEN OR REQUIRED BY A REGULATOR OR OTHER AUTHORITY.

FOR OFFICE USE

- BRANCH *OLV*
- PROCESSING UNIT *REB03*
- DATE *21.08.2025*
- BANK'S REFERENCE
- OUR REFERENCE
- VALUE DATE
- BOP CODE
- POSITION DESK:
- CONFIRMED
- DEALER CODE
- BANK
- RATE & FWD CONT. NO. (when applicable)
- ET.  COMPLIED

APPLICATION AND SIGNATURES AUTHENTICATED

*[Signature]*  
 AUTHORISED SIGNATURE 'B'

AUTHORISED SIGNATURE 'A'

RECEIPT OF PAYMENT INSTRUCTIONS (BRANCH):

DATE  
 TIME

Authentication Code

1	2
---	---

*[Signature]* 181272M  
 Customer's Signature ID Card No.

Customer's Signature ID Card No.