



Dr Noel Bezzina LL.D
AVUKAT

Mob: 79272738
Email: nbezzina.legal@gmail.com

6th August 2026

The Secretary
Public Contracts Review Board
Notre Dame Revlin
Floriana VLT 2000

Dear Sir,

Re: XM/2026/24 - Framework Contract For the Provision of Waste Collection Services in an Environmentally Friendly Manner for Xjenza Malta.

I write for and on behalf of my clients AgriBrands Ltd with reference to the tender in caption.

Reference is made to the letter dated 27th July 2026 by virtue of which my clients were informed by the Contracting Authority Xjenza Malta that the procurement proposal submitted by my client was non-compliant for the following considerations:

Bidder was rejected and disqualified in line with General Rules Governing Tenders, Article 3.4 - An Economic Operator may act as a subcontractor for any number of tenderers, and joint ventures/consortia, provided that it does not participate individually or as part of a joint venture/consortium, and that the nominations do not lead to a conflict of interest, collusion, or improper practice.

Following the submission of three bids by the same economic operator, for which the relevant literature was not provided in order to carry out necessary evaluations, the bidder explicitly stated: "We understand that the remaining submitted offers (240263 and 240262), for which no literature is being provided, may be considered non-compliant or disqualified, and we confirm that

Mob: 79272738
Email: nbezzina.legal@gmail.com



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this is acceptable."

In view of this, it was concluded that this behaviour goes against the spirit, principles and scope of the Public Procurement Regulations.

As per General Rules Governing Tenders Article 3: Non-abidance to Articles 3.1, 3.2, 3.3 and 3.4 by Economic Operators in their composition and submissions shall lead to the outright disqualification of all of the bids in question.

In view of this notice, my client's offer/s were disqualified and the tender was awarded to the recommended bidder namely Galea Cleaning Solutions JV.

My client felt aggrieved by this decision and is therefore filing this present objection.

The reasons for this objection are being outlined hereunder.

1. First Ground of Appeal – Error of Law and Misinterpretation of Article 3 of the General Rules Governing Tenders ('GRGT')

The objector humbly submits that the Contracting Authority has fundamentally misinterpreted Article 3 of the General Rules Governing Tenders.

Article 3.1 of the GRGT, expressly permits an Economic Operator to submit up to three bids, provided that such bids are "*non-indentical (technically and financially)*". The GRGT therefore recognise multiple submissions as a legitimate procurement practice.

Indeed, the objector complied with this provision by submitting three bids.

Also, the rejection letter of the 27th of July 2026, fails to identify any specific provision of Articles 3.1 to 3.4 which the Objector is alleged to have breached. Instead, the Contracting Authority merely cites the sanction applicable where a breach occurs, without first establishing whether in fact any breach occurred.

It is further being submitted that the mere submission of three bids cannot, in itself, constitute a violation of Article 3 GRGT since this conduct is expressly authorised by the very same GRGT.

Therefore, the decision of the Contracting Authority is manifestly unfounded since it is based on an erroneous interpretation and application of the applicable procurement rules.



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2. Second Ground – Absence of any Established Improper Practice.

In its letter of rejection, the Contracting Authority concluded that the Objector has acted contrary to the “*spirit, principles and scope of the Public Procurement Regulations*”.

Notwithstanding such assertion, no factual or legal explanation was provided demonstrating how the Objectors’ conduct was tantamount to collusion, conflict of interest or any improper practice as contemplated in Article 3 of the GRGT.

The Objector categorically and unequivocally denies any allegation of improper conduct. At all stages of the procurement process, the Objector has acted with integrity, in full compliance with the tender requirements and in accordance to the law.

As results from the rejection letter itself, the Objector openly informed the Contracting Authority that supporting literature would only be submitted for one bid and expressly acknowledged that the remaining bids could be declared technically non-compliant.

Such transparency is diametrically incompatible with any allegation of improper practice.

It is also pertinent to note that, at no stage did the Contracting Authority explain:

- a) what improper advantage was allegedly obtained;
- b) how competition was distorted;
- c) how equal treatment was prejudiced; or
- d) how the integrity of the procurement procedure was compromised.

Moreover, the fact that the objector submitted three bids and only provided literature for one bid, does not automatically mean that there was some form of improper practice; a conclusion which the contracting authority seems to be reaching without any explanation whatsoever. In addition to this, the fact that two out of three bids were deemed non-compliant, does not automatically mean that the third bid of the objector is likewise to be deemed non-compliant.

Therefore, in consideration of the above, the decision of the contracting authority lacks the factual and legal basis necessary to justify the serious consequence of disqualifying all bids submitted by the Appellant.

3. Third Ground – Failure to State Adequate Reasons

The principles of transparency, legality and good administration require procurement decisions to contain clear, precise and intelligible reasons enabling an economic operator to understand why the decision was reached.

In this regard, the decision of the Contracting Authority merely states that the Objector's conduct was "*contrary to the spirit, principles and scope of the Public Procurement regulations*" without effectively explaining *how* and *where* the objector's submissions were indeed contrary to the spirit, principles and scope of the Public Procurement regulations.

In reality, the decision fails to identify any precise legal obligation which was allegedly infringed; the factual conduct constituting the alleged infringement; why the omission of technical literature in respect of two bids amounted to improper practice or why a breach under article 3 was considered applicable.

Moreover, the contracting authority's failure to provide justified reasons for its decisions breaches regulations 242 and 272 of the Public Procurement Regulations.

In the absence of adequate reasoning, the decision is deemed unlawful and unfounded.

4. Fourth Ground – Breach of the Principle of Proportionality

Even if, *ex gratia argumentum* and without admitting to anything, some procedural irregularity existed, the Contracting Authority failed to consider whether the sanction imposed was proportionate.

The impugned decision automatically excluded all bids submitted by the Objector, including the bid for which complete documentation was provided. Indeed, no due consideration was given to whether the two incomplete bids could simply be rejected as technically non-compliant and that the compliant bid could proceed to evaluation.

Instead, the Contracting Authority proceeded to disqualify all the bids of the Objector, in breach of the principle of proportionality, by imposing the most severe possible sanction without demonstrating why such sanction was necessary or proportionate.



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5. Fifth Ground – Breach of the Principles of Transparency, Equal treatment and legal certainty.

The Public Procurement Regulations require procurement procedures to be conducted transparently, and in accordance with clear and foreseeable rules.

The rejection letter substitutes the express wording of article 3 GRGT with an undefined concept described as being 'contrary to the spirit' of the public procurement regulations.

With all due respect, public procurement sanctions cannot be founded upon subjective notions of what may be considered contrary to the spirit of procurement legislation.

Where the applicable rules expressly authorise multiple bids, an economic operator cannot subsequently be penalised through an implied restriction which does not appear within the applicable procurement framework.

Such approach breaches the principles of transparency, legal certainty and equal treatment.

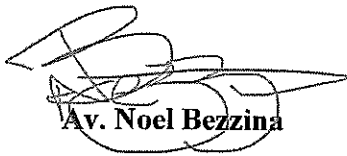
Therefore, in view of the above, and while reserving the right to make further submissions and present evidence, the objector humbly requests this honourable board to:

- 1) Accede and uphold this present appeal
- 2) Consequently declares that the decision by the Contracting Authority to award the tender to the recommended bidder is unfounded;
- 3) Orders the setting aside of the said decision and cancel the notice of award to the recommended bidder.
- 4) Cancel the rejection notice dated 27th July 2026 sent to Agribrands Ltd
- 5) Recommend that the tender is awarded to Objector Agribrands Ltd being the cheapest compliant bidder;



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- 5) Order that the deposit paid by the Objector in connection with the present objection be refunded.
- 6) Grant such further or other remedy as this Honourable Board may deem appropriate in the circumstances.



Av. Noel Bezzina



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

Pay third party

Printed by: Mr. Alexander Azzopardi
 Printed on: 05/08/2026 - 14:59
 Document ID: 29306797

Transaction details

Payer's name: AGRIBRANDS LIMITED

Payee type: Personal Payee

Is the payee a joint beneficiary: No

Payee name: Cashier

Payee surname: Malta Government

Relation: Administrative Services

Reason: Other

Payment details: Objection Deposit CFT XM/2026/24 Waste collection Xjenza Malta

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: AgriBrands Current (EUR) 5002064127 9

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

Amount: EUR 400.00

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: modify existing template

Additional information

Credit amount: EUR 400.00

Debited amount (excluding charges): EUR 400.00

Estimated amount to be withdrawn from account: EUR 401.00

Transaction charge: EUR 1.00

Transaction result

Status: Your instructions have been processed successfully.

Transaction ID: 183346456