



7th September 2026

Public Contracts Review Board
Notre Dame Ravelin,
Floriana,
Malta

In the acts of Objection in the names of :

Simply Clean Limited

vs

[i] Ambjent Malta

[ii] Department of Contracts

[iii] AGV HR Management Limited

SPD8/2026/042

Tender Name: Framework Contract for the Provision of Environmentally Friendly Cleaning Services at Ambjent Malta

REASONED REPLY

*Whereas, the Department of Contracts – Sectoral Procurement Directorate, acting for and on behalf of Ambjent Malta (hereinafter **“the Contracting Authority”**), issued a call for tenders “Framework Contract for the Provision of Environmentally Friendly Cleaning Services at Ambjent Malta”, Tender Reference SPD8/2026/042;*

*Whereas, AGVHR Management (hereinafter the **“Recommended Bidder”**) submitted an offer for this procurement procedure, which bid was recommended for award as the offer with the Best Price Quality Ratio (BPQR);*

*Whereas, Simply Clean Limited (hereinafter the **“appellant”** or **‘Simply Clean’**), submitted a reasoned objection dated 27th August 2026;*

Whereas, the Recommended Bidder, in accordance with regulation 276 (c) of S.L. 601.03 is submitting its written reply to the appeal by Simply Clean, as follows:-

Preliminary

- i. By virtue of this preliminary observation, the Recommended Bidder hereby submits that it has no visibility whatsoever of the tender offer submitted by Simply Clean, and thereby it does not have, and cannot be expected to have, the capacity to confirm or otherwise the factual assertions being made by Simply Clean in its letter of objection, including, without limitation, the contents, precise wording, and date of the Collective Agreement and of the DIER letter which Simply Clean exhibits and relies upon in support of its Second Ground. Any such assertions, insofar as they are not independently verifiable by reference to the Procurement Document and the evaluation record, are accordingly not admitted, and remain entirely a matter for Simply Clean to prove to the satisfaction of this Honourable Board.
- ii. It is submitted that the burden of proving an objection of this nature lies squarely on the party raising it. It falls upon Simply Clean, and Simply Clean alone, to demonstrate to the satisfaction of the Board that the documentation it submitted with its tender met, in every material respect, the specific and cumulative wording of limb (v) of sub-criterion C2(v) of the evaluation grid — namely, that it constituted “an identical copy of a valid Collective Agreement duly signed by the involved parties and submitted by the Economic Operator to DIER including the acknowledgement by DIER that the Collective Agreement has been submitted for registration at their end.” The Recommended Bidder reserves its full right to inspect and test that documentation, and Simply Clean’s characterisation of it, should the same be exhibited before the Board.
- 159 iii. It is further submitted that the wording of limb (iv) and limb (v) of sub-criterion C2(v) was fixed in the Procurement Document at tender stage, and was equally

available to, and unchallenged by, every economic operator, including Simply Clean, prior to the submission deadline. The Evaluation Committee's application of that undisputed wording to the documentation actually before it at evaluation stage is accordingly a technical, evaluative judgment falling within the discretion afforded to the Contracting Authority, which this Honourable Board should not lightly substitute absent a manifest and demonstrated error — particularly where, as here, the underlying documentation has not been produced to the Recommended Bidder.

- iv. It is further and separately observed that Simply Clean's request that the Board "order the Contracting Authority to award the Appellant the full 6 points under sub-criterion C2(v)" trespasses upon the exclusive technical competence of the Evaluation Committee and falls outside the competence of this Honourable Board. The Board's function is to review the lawfulness and regularity of the procurement process; it is not for the Board to step into the shoes of the Evaluation Committee and itself assign a score. Should the Board find in Simply Clean's favour on the merits, the appropriate remedy would be to annul the impugned decision and order the Contracting Authority to re-evaluate — not to direct the specific outcome of that re-evaluation.

On the First Ground – Collective Agreement

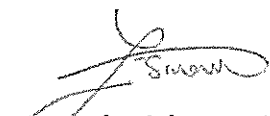
1. Without prejudice to the Preliminary above, the Recommended Bidder notes that this ground does not appear to be in dispute even on Simply Clean's own pleading. Simply Clean itself acknowledges that the Evaluation Committee proceeded on the footing that the Collective Agreement was valid, having scored the submission under limb (iv) rather than limb (iii) of sub-criterion C2(v).
2. This ground is accordingly moot, and the case law cited in support of it (Case 1939 – SPD7/2023/028, JF Services Ltd v Ministry for the Economy, European Funds and Lands), which concerned whether an evaluation committee could treat an agreement containing a survival clause as expired, has no bearing on the only question actually in dispute between the parties, namely whether the documentation satisfied the further and additional requirement of limb (v).

On the Second Ground – Limb (v) of Sub-Criterion C2(v)

3. As stated in the Preliminary above, the Recommended Bidder has no visibility of, and cannot confirm or deny, the contents of Simply Clean's Collective Agreement or of the DIER letter relied upon, whether as to its wording, its date, or Simply Clean's characterisation of it.

4. It is submitted that the distinction drawn between limb (iv) and limb (v) is a real and deliberate one, reflecting a genuine distinction between (a) a Collective Agreement submitted to DIER, and (b) a Collective Agreement submitted to DIER together with DIER's specific acknowledgement that it has been submitted for registration at DIER's end. It was for the Evaluation Committee, applying its technical expertise to the actual document before it, to determine which of the two limbs was satisfied on the documentation as submitted.
5. Simply Clean's objection, in substance, invites the Board to re-perform that exercise on the strength of an extract quoted in Simply Clean's own letter of objection, without the underlying document having been produced to the Recommended Bidder, and, it would appear, without independent verification by the Board of the extract's completeness or accuracy.
6. In the further alternative, and adopting the position taken by the Contracting Authority in its own reply dated 3rd September 2026, the Recommended Bidder notes that the Contracting Authority — which, unlike the Recommended Bidder, has visibility of Simply Clean's tender submission — asserts that no proof of DIER registration was in fact provided by Simply Clean at bidding stage, and that any attempt to rely on such proof at this stage would improperly confer upon Simply Clean a post-submission opportunity to cure a deficiency which other tenderers were required to satisfy by the submission deadline. This directly contradicts Simply Clean's own assertion, at its letter of objection, that the DIER letter was before the Evaluation Committee at the time of evaluation, and underscores that the Second Ground cannot be resolved in Simply Clean's favour on the strength of its own pleading alone.

NOW THEREFORE, whilst reserving the right to put forward further submissions, the Recommended Bidder hereby requests this Honourable Board to reject the appeal by Simply Clean Limited.


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