



Segretajru tal-Bord
Bord ta' Revizjoni dwar il-Kuntratti Pubbliċi
Notre Dome Ditch,
Floriana

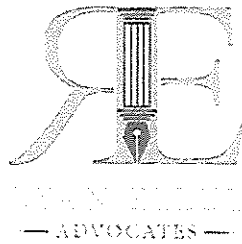
Today the 3 September 2026,

To the Secretary,

We are writing at the behest of Ambjent Malta of Ambjent Malta Head Office, Premiere Business Centre, Constitution Street, Mosta. This in relation to the objection raised in relation to Tender Reference SPD8/2026/042 - Framework Contract for the Provision of Environmentally Friendly Cleaning Services at Ambjent Malta.

That the Objector appealed the decision of the contracting authority on the basis that he should have been awarded the full marks and therefore be the recommended bidder. The appellant's score was 99.46%, and the recommended bidder obtained a score of 99.97%.

That the Objector's bone of contention relies on the fact that the Evaluation Committee should have awarded the appellant a total of 6 points and not 5 points, *ergo* being the preferred and recommended bidder. In its appeal, the Objector put forward two grievances: first, that the collective agreement was valid and in force and the second grievance related to the elements of the tender document, mainly limb (v) of C2 Employment Conditions. The Contracting Authority will delve into these grievances separately.



1. First Grievance: the Collective Agreement is valid and in force

During the submission stage, the Objector presented a collective agreement which was valid from 20 January 2023 until 14 February 2026. The tender in question was published on 6 May 2026.

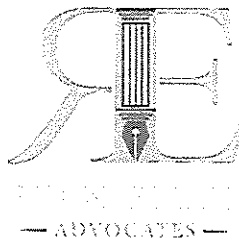
The Objector bases its argument on Article 4 of the aforementioned collective agreement, whereas there is an umbrella provision confirming that if no notice for revision is made¹, then the contents of that collective agreement remain in force for an indefinite period or until a notice for a new agreement is eventually signed.

The Contracting Authority does not agree with this reasoning, for the simple reason that the Objector is resting his argument on the third paragraph of Article 4. So much so that the same Authority will dissect this article for ease of reference.

As mentioned above, the collective agreement was valid from January 2023 till February 2026. The same article at the beginning stipulates that any time after 1 October 2025, a written notice may be given expressing its wishes whether the same agreement will be in force for a definite period and/or there are intentions to negotiate a new one. In this regard, the Contracting Authority was not informed of any notices.

The Contracting Authority argues that during the evaluation stage, the Evaluating Committee was not in receipt of such notice, as per Article 4, that although the collective agreement had expired, it was still considered as valid. *Ergo* the Contracting Authority was not presented with any such notices, whether the collective agreement will remain in force or there were discussions for negotiating a new one.

¹ Emphasis of the Contracting Authority



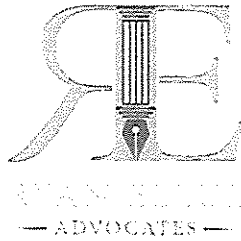
The Contracting Authority emphasises on the fact that the Evaluation Committee could not, in any way, assume the status of the collective agreement but rather adjudicate on the one at hand. Additionally, the Evaluation Committee could not have applied the proportionality and relativity in this case, otherwise it would have jeopardised the level playing field element in the evaluation process.

Conclusively, the Executive Committee was correct during the evaluation process and appellant's first grievance should be rejected by this Board.

2. Second grievance: the Appellant satisfied every element of limb (v) and not merely limb (iv)

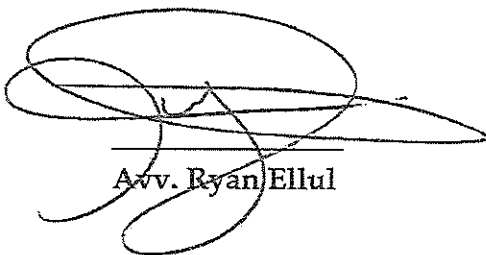
The Objector argues that the company satisfied every element of limb (v); therefore, the Evaluation Committee should have awarded 6 and not 5 points. However, the Objector, during bidding stage failed to provide any information or proof that the Collective Agreement was duly registered with DIER as established under limb (v). Therefore, since the Objector failed to provide such information or proof that the collective agreement was in fact registered, the Evaluation Committee was correct in awarding 5 points in line with limb (iv) and not 6 points in line with limb (v).

The Evaluation Committee, throughout the evaluation process, must strictly observe the conditions and specifications set out in the tender document. The Evaluation Committee has no discretion, after the submission deadline, to modify, waive, disregard or otherwise a requirement prescribed by the tender document, as doing so would undermine the principles of transparency between other bidders.



Accordingly, to accept such lack of documentation would amount, in substance, to going against an express requirement of the tender document after the submission deadline. Such an approach would be contrary to the principle of self-limitation and would confer upon the tenderer a post-submission opportunity to remedy a substantive deficiency which other tenderers were required to satisfy within the prescribed deadline. The Evaluation Committee was therefore bound to assess compliance on the basis of the documentation validly submitted by the tenderer *qua* Objector within the stipulated deadline and could not retrospectively treat an unauthenticated document or subsequent documentation as equivalent to the official registration evidence expressly required by the tender document.

Therefore and in view of the above, the Contracting Authority, whilst expressly reserving the right to produce any further evidence which may be necessary and permissible in terms of law, respectfully requests this Honourable Board to dismiss, in its entirety, the appeal filed by Simply Clean Limited and, consequently, to confirm *in toto* the decision of the Evaluation Committee whereby it recommended the award of the tender to AGV Limited, with all the legal consequences arising therefrom.



Avv. Ryan Ellul