



5 October 2026

**RE: QLC/CMPG/16/95 – PROVISION OF SERVICE FOR THE CLEANING AND
MAINTENANCE OF PARKS, GARDENS AND SOFT AREAS IN THE LOCALITY OF HAL
QORMI USING ENVIRONMENTALLY FRIENDLY PRODUCTS AND PRACTICES
REPLY TO APPEAL**

The Qormi Local Council refers to the appeal submitted by Mr Anthony Scerri in relation to the above-mentioned Call for Tenders and, with respect, submits that the appeal is unfounded both in fact and under the express provisions governing the procurement procedure.

Having carefully considered the grounds raised by the Appellant, the Council respectfully maintains that the tender process was conducted in accordance with the applicable tender conditions and that the decision to proceed with the offer submitted by Blooming Garden Limited was properly reached following the evaluation conducted by the duly appointed Evaluation Board.

The Council therefore respectfully requests that the appeal be dismissed.

1. The procurement in question concerns the provision of services for the cleaning and maintenance of parks, gardens and soft areas within the locality of Hal Qormi, using environmentally friendly products and practices.

The tender documentation expressly established that:

“The sole award criterion will be the price.”

It further stipulated that:

“The contract will be awarded to the tenderer submitting the cheapest priced offer satisfying the administrative and technical criteria.”

The offers received were as follows:

Tenderer	Tender Price
Blooming Garden Limited	€68,400
Palace Landscaping Limited	€69,960
Anthony Scerri	€160,000

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The Estimated Procurement Value for the Call for Tenders was established at €85,000 excluding VAT, following comprehensive research, including appropriate financial analysis and market research.

It is therefore immediately apparent that Blooming Garden Limited submitted the lowest-priced offer.

2. The Council considers it important to emphasise that the tender documentation itself determines the parameters according to which the Evaluation Board is required to assess the competing offers.

Article 6.1 of the Tender Document expressly provides that price is the sole award criterion, subject to the tenderer meeting the requisite administrative and technical criteria.

Accordingly, once a tenderer has been found to satisfy the applicable administrative and technical requirements, the tender conditions require the contract to be awarded to the tenderer submitting the cheapest priced offer. The award mechanism was predetermined by the tender documents.

The Evaluation Board was therefore required to apply the criteria established in the tender.

3. The Council notes the Appellant's contention that Blooming Garden Limited allegedly does not possess the necessary requisites to perform the services contemplated by the tender.

This contention is not accepted.

The Evaluation Board was specifically entrusted with the evaluation of the offers submitted and, following its assessment, was satisfied that Blooming Garden Limited fulfilled the applicable administrative and technical requirements and possessed the necessary requisites to undertake the services stipulated in the tender.



The Evaluation Board assessed the tenderer's compliance with the requirements of the procurement and, having found the tenderer to be compliant with the applicable administrative and technical requirements, proceeded to apply the sole award criterion established by Article 6.1, namely price.

The Appellant cannot seek to substitute his own assessment of the capabilities of the successful tenderer for the assessment already carried out by the duly constituted Evaluation Board, particularly in circumstances where the Evaluation Board was satisfied that the tender requirements had been met.

4. The financial disparity between the competing offers is significant and further demonstrates the reasonableness of the Evaluation Board's decision when considered against the express award criterion.

Blooming Garden Limited tendered €68,400, whereas Mr Scerri tendered €160,000. The difference amounts to: $€160,000 - €68,400 = €91,600$.

Accordingly, Mr Scerri's tender was €91,600 more expensive than that of Blooming Garden Limited.

Expressed as a percentage, Mr Scerri's offer was approximately 133.92% higher than Blooming Garden Limited's offer.

Conversely, Blooming Garden Limited's offer was approximately 57.25% lower than Mr Scerri's offer.

This is not a marginal difference between competing offers. It represents a very substantial divergence in pricing.

In circumstances where the tender expressly provides that price is the sole award criterion, subject to compliance with the administrative and technical requirements, the Evaluation Board was required to give effect to that criterion.



5. The Council further considers it relevant to point out that the Appellant's tender of €160,000 was itself substantially in excess of the Estimated Procurement Value established for this procurement.

The Estimated Procurement Value was €85,000 excluding VAT.

Mr Scerri's tender therefore exceeded the Estimated Procurement Value by:
 $€160,000 - €85,000 = €75,000$.

This represents an excess of approximately 88.24% over the Estimated Procurement Value.

In other words, the Appellant's offer was almost double the estimated procurement value established following the Council's market research and financial analysis.

By contrast, Blooming Garden Limited's tender of €68,400 was:
 $€85,000 - €68,400 = €16,600$ below the Estimated Procurement Value, representing approximately 19.53% below the estimated value.

6. The Evaluation Board is not required, nor is it entitled, to disregard the financial parameters underpinning the procurement.

The Estimated Procurement Value of €85,000 was established on the basis of market research and appropriate financial analysis.

The Council therefore had a legitimate and reasonable interest in ensuring that the procurement remained within the financial parameters established for the provision of the required services.

It would be wholly incongruous for a tenderer whose offer exceeds the established Estimated Procurement Value by €75,000, or 88.24%, to contend that the Council should nevertheless prefer that offer over a compliant offer of €68,400, particularly where the tender conditions expressly establish price as the sole award criterion.



The Evaluation Board was therefore entitled, and indeed required, to evaluate the offers within the parameters established by the tender documentation and the Council's financial planning.

7. The Appellant's apparent concern that the lower price may somehow prejudice the quality or adequacy of the services is also not sufficient to justify the rejection of the successful tender.

The tender does not provide that the Council is required to assume, without verification, that a lower-priced tenderer will fail to perform.

On the contrary, the contract contains specific mechanisms through which the Council can monitor and enforce the contractor's performance.

Article 4.2.4 of the Tender Document expressly provides:

"Where the Contractor has been instructed in writing by the Local Council Representative to remedy any failure to comply with the Contract Documents, the Contractor shall remedy the failure within three (3) working days from the notification unless he is required to do otherwise by the Local Council Representative."

This provision is particularly important.

The Council will not simply award the contract and relinquish oversight over its execution. The services will be monitored by the Council through its designated representatives, and where any failure to comply with the contractual requirements is identified, the contractor may be formally instructed to remedy such failure within the stipulated period.

The contractual framework therefore provides the Council with an effective mechanism to ensure that the services are delivered in accordance with the specifications and contractual requirements.



A tenderer's lower price, in itself, cannot reasonably be treated as evidence that the tenderer will fail to perform the contract, particularly where the Evaluation Board has already determined that the tenderer satisfies the applicable requirements.

8. The tender documentation provides for an initial contractual period of one (1) year, with the possibility of extension by a further three (3) years, up to a maximum duration of four (4) years.

This structure further safeguards the interests of the Council.

The initial contractual period enables the Council to monitor the actual performance of the successful contractor and to determine, on the basis of the services actually rendered, whether the contractual obligations have been properly fulfilled.

The possibility of extension is not an unconditional entitlement of the contractor. Rather, the Council will be in a position to assess the quality, adequacy and compliance of the services delivered during the initial contractual period before deciding whether the contractual relationship should be extended in accordance with the applicable tender and contractual provisions.

Thus, the procurement framework itself provides an important practical safeguard: performance will be tested in practice, monitored by the Council and assessed before any further extension is considered.

Should the contractor fail to perform its contractual obligations satisfactorily, the Council will retain the contractual remedies and mechanisms available to it under the tender and contract, including the mechanisms concerning the rectification of failures.

9. The Council respectfully submits that the substance of the Appellant's complaint appears, in effect, to seek the introduction of an additional criterion concerning the perceived capacity or pricing strategy of the tenderer, beyond those established in the tender documents. Such an approach would undermine the fundamental principle that tenderers must compete based on the criteria published in advance.



The tender clearly informed all prospective tenderers that the sole award criterion was price, provided that the administrative and technical requirements were satisfied.

All tenderers therefore entered the procurement process on the same stated basis. It would be fundamentally unfair to the successful tenderer, and to the procurement process as a whole, if an unsuccessful tenderer could, after the opening and evaluation of the tenders, seek to introduce a new or different criterion by challenging the price of the successful tenderer despite that tenderer having been found compliant by the Evaluation Board.

The Council cannot, after the event, replace the published evaluation methodology with a different methodology simply because the outcome is unfavourable to one of the tenderers.

10. The Council reiterates that the procurement was subjected to an evaluation by the duly appointed Evaluation Board.

The Board considered the tenders in accordance with the applicable tender documentation and was satisfied that Blooming Garden Limited met the requirements to carry out the services stipulated in the procurement.

There is therefore no basis for the Council to disregard the professional assessment and findings of the Evaluation Board in favour of an unsupported assertion made by an unsuccessful tenderer.

The Appellant's disagreement with the Evaluation Board's conclusion does not, by itself, establish that the Board acted incorrectly or that Blooming Garden Limited failed to satisfy the tender requirements.

The Council respectfully maintains that the proper test is whether the successful tenderer complied with the requirements stipulated in the tender documents and whether the evaluation was conducted in accordance with the published award criterion.

On the information available to the Council, the answer to both questions is affirmative.



11. The Council is entrusted with the responsible administration of public funds.

Where the tender documentation provides that the contract is to be awarded to the cheapest tenderer satisfying the administrative and technical criteria, and where the Evaluation Board has determined that the lowest tenderer is compliant, awarding the contract at a substantially higher price would require a compelling and objective justification.

No such justification has been established by the Appellant.

Indeed, accepting the Appellant's tender of €160,000 instead of the compliant offer of €68,400 would result in an additional expenditure of €91,600.

This would constitute an increase of approximately 133.92% over the price submitted by Blooming Garden Limited.

Furthermore, the Appellant's price is €75,000, or 88.24%, above the Council's Estimated Procurement Value of €85,000.

The Council therefore has a legitimate and compelling financial reason to apply the award criterion that was expressly established in the tender documentation.

12. The Council also notes that the Appellant's allegation regarding Blooming Garden Limited's alleged lack of necessary requisites cannot be accepted merely based on assertion.

The relevant question is whether Blooming Garden Limited satisfied the requirements established in the tender.

That question was considered by the Evaluation Board, which was satisfied that the tenderer fulfilled the applicable administrative and technical requirements.



Furthermore, the contract itself contains mechanisms for monitoring performance and requiring the contractor to rectify any identified failure to comply with the contractual requirements.

Accordingly, the Council does not consider that an unsupported concern regarding future performance provides a lawful or reasonable basis for overturning the outcome of the procurement.

13. Conclusion

In light of the foregoing, the Qormi Local Council respectfully submits that the appeal lodged by Mr Anthony Scerri is without sufficient factual or contractual basis.

The relevant facts are clear:

1. The tender expressly established price as the sole award criterion, subject to compliance with the administrative and technical requirements.
2. Blooming Garden Limited submitted the lowest tender at €68,400.
3. Palace Landscaping Limited submitted a tender of €69,960.
4. Mr Anthony Scerri submitted a tender of €160,000.
5. The Appellant's tender was €91,600 higher than Blooming Garden Limited's, representing approximately 133.92% more.
6. The Appellant's tender was €75,000 higher than the Estimated Procurement Value of €85,000, representing approximately 88.24% above the estimated value.
7. Blooming Garden Limited's offer was €16,600 below the Estimated Procurement Value, representing approximately 19.53% below the estimated value.
8. The duly appointed Evaluation Board evaluated the tenders and was satisfied that Blooming Garden Limited satisfied the applicable administrative and technical requirements.
9. Having established compliance, the Evaluation Board was required to apply the expressly stipulated award criterion, namely price.
10. The contract contains mechanisms enabling the Council to monitor the contractor's performance and require the rectification of any failure to comply with



the Contract Documents within the stipulated period of three working days, unless otherwise directed by the Local Council Representative.

11. The contract is initially for one year, thereby allowing the Council to monitor actual performance before any possible extension is considered.
12. Any extension beyond the initial term is subject to the applicable contractual provisions and cannot be regarded as an automatic entitlement where the contractor's performance is unsatisfactory.

In these circumstances, the Council considers that the Evaluation Board acted in accordance with the tender conditions and that the selection of Blooming Garden Limited was justified by the express terms of the procurement.

The Council further considers that accepting the Appellant's position would effectively require the Council to disregard the published award criterion of price and to substitute a different criterion based on an unsubstantiated assessment of the successful tenderer's ability to perform the contract, notwithstanding that the Evaluation Board had already assessed and accepted the tenderer's compliance.

For all the above reasons, the Qormi Local Council respectfully submits that the appeal is unfounded, unsubstantiated and devoid of sufficient merit and should therefore be rejected in its entirety.

The Council accordingly respectfully requests that the competent authority dismiss the appeal and confirm the outcome of the procurement procedure in favour of Blooming Garden Limited, in accordance with the tender conditions and the findings of the Evaluation Board.

A handwritten signature in black ink, appearing to be 'R. Mizzi'.

Mr Robert Mizzi

Executive Secretary

For and on behalf of Hal Qormi Local Council