MICHAEL SCIRIHA ADVOCATES



Public Contracts Review Board
Notre Dame Ravelin
Floriana - FRN 1601
Malta

15th October 2026

Re. Tender Reference SPD8/2026/043 – Framework Contract for the Provision of Cleaning Services with Reduced Environmental Impact at the Premises of the Agriculture and Rural Payments Agency (ARPA) at Luqa Road, Qormi and ARPA Front Office, Ta' Qali

We are retained by Simply Clean Limited (C-101719) of "Ultimate", Triq Dun Salv Ciappara, Ħaż-Żebbuġ (the "Appellant") in relation to the captioned tender.

The Criteria for Award for the tender was the Best Price/Quality Ratio (BPQR).

By letter dated 5th October 2026, the Department of Contracts informed the Appellant that its procurement proposal had been found technically non-compliant, and that the Appellant's offer was accordingly excluded from the BPQR evaluation altogether. The stated reasons for the finding of technical non-compliance were twofold: (i) non-compliance with BPQR Criterion B3(2), and (ii) non-compliance with BPQR Criterion B6(ii).

Instead, the Department of Contracts recommended the award of the tender to JF Services (Staffing) Limited for the price of €96,296.76 excluding VAT.

The Appellant feels aggrieved by such a decision of the Contracting Authority and is availing itself of the right granted to it in terms of the law and is filing an objection in regard to the aforementioned decision.

Objections

The objections being raised by the Appellant are set out below.

1. Shortcomings in Section B3 and B6(ii) do not lead to disquaification in terms of the Tender Document

Before turning to the merits, the Appellant observes that the Tender Document's own BPQR Evaluation Grid expressly provides, for Sections B1 (Overall Coordination Strategy), B2 (Contingency Plans) and B4 (Methodology), that "if a '0' score shall be allotted, the bidder/offer shall be disqualified". No equivalent language appears in the notes to Section B3 (Reporting Requirements, which includes B3(2)) or to Section B6 (Green Public Procurement, which includes B6(ii), Use of Concentrated Undiluted Products): those notes state only that a '0' score shall be allotted where the stated minimum requirements are not met, without providing that such a score disqualifies the bidder. The Appellant respectfully submits that, even if the Evaluation Committee's findings on the substance of the submissions in relation to

these sections are deemed correct by the Board, the proper consequence under the Tender Document as drafted would have been the loss of the points in question, and not the exclusion of the Appellant from the procurement procedure. This observation is made without prejudice to, and in addition to, the Appellant's substantive grounds of appeal on such sections below.

For these reasons, the finding of non-compliance under BPQR Criterion B3(2) and B6(ii) should be set aside, and the Appellant's offer reinstated.

2. BPQR Criterion B3(2) - Draft Monthly Template of Vacation Leave Planned for the subsequent month

The letter of rejection states that "Article 7.1.4 of the Terms of Reference requires the monthly report of vacation leave planned for the following month to clearly identify the reliever who will perform the duties of each member of personnel during the period of vacation leave", and that, in the absence of such identification in the Appellant's submission, "the submitted documentation does not fully satisfy BPQR Criterion B3(2) and Article 7.1.4 of the Terms of Reference".

The Appellant respectfully disagrees this ground.

Firstly, the letter of rejection misattributes the reliever requirement. Article 7.1.4 of the Terms of Reference, in its entirety, provides only that "An attendance record is to be kept throughout the execution of the contract. Attendance will be verified, by the Contracting Authority before processing payments". Therefore, it makes no reference whatsoever to a reliever. The requirement the Evaluation Committee relies upon in relation to the requirement of the monthly vacation leave report to "clearly indicate the details of the reliever who shall perform the duties of the personnel on vacation leave" is in fact found at Article 7.1.5 of the Terms of Reference. In the appellant's humble opinion, a finding of technical non-compliance cannot rest on a provision which does not contain the requirement said to have been breached.

Second, and without prejudice to the above, even taking Article 7.1.5 into account, the proper consequence of any shortfall under BPQR Criterion B3(2) is addressed above: the notes to Section B3 of the Evaluation Grid do not provide that a bidder shall be disqualified where a report criterion scores '0' and therefore, the Evaluation Committee could not treat a shortfall under B3(2) as grounds for excluding the Appellant from the BPQR evaluation altogether, as opposed to withholding the four points allocated to that sub-criterion.

Third, and in any event, the Appellant's submission did actually address the reliever requirement. The "Vacation Leave Request Form" submitted by the Appellant contains a dedicated field reading "The following employee shall be replacing me: Replacement Employee Name: _____", which is precisely the data which the Evaluation Committee states is missing from the submission. As BPQR Criterion B3(2) itself calls for a Draft Monthly Template, it would be illogical to expect the draft template to already bear a completed name. What the criterion requires, and what the Appellant provided, is a template that structurally captures the reliever's identity when the form is put to use. The accompanying Leave Planner, a monthly absence calendar, complements this by addressing the "planned for the subsequent

month" element of the criterion. Read together, and bearing in mind that the Evaluation Committee itself acknowledged that "the documents submitted provide evidence of planned leave and employee absences", the submission satisfies BPQR Criterion B3(2) as worded.

3. BPQR Criterion B1 - Timekeeping and Adequate Level of Service

Among the reasons given for the marks withheld under BPQR Criterion B1(b) (Adequate Level of Service), the Evaluation Committee noted that the Appellant's submission did not explain how a single supervisor would monitor attendance and service levels across both ARPA premises (Luqa Road, Qormi and the Front Office, Ta' Qali).

Neither BPQR Criterion B1 of the Evaluation Grid, nor Article 4.2 of the Terms of Reference ("Appointment of a Supervisor/Manager"), requires the appointment of more than one supervisor as each refers throughout to the appointment of a Supervisor/Manager in the singular. Therefore, the Evaluation Committee could not penalise the Appellant's submission for failing to address a multi-site supervision arrangement that the Tender Document itself never required. The Appellant respectfully requests that the marks withheld on this specific basis under BPQR Criterion B1 be reconsidered and reinstated.

4. BPQR Criterion B6(ii) - Use of Concentrated Undiluted Products

The letter of rejection states that the Appellant's Declaration under BPQR Criterion B6(ii) "does not provide the brand name and dilution rate of each concentrated undiluted cleaning product included in the proposed list", and that, in the absence of each product's brand and dilution rate, "the Evaluation Committee could not verify either that the individual products meet the prescribed dilution threshold or that the declared percentage exceeding 80% has been correctly calculated".

The Appellant respectfully submits that this finding is factually inaccurate, and in part does not justify a finding of technical non-compliance. The Declaration submitted by the Appellant does provide a list of products together with their brand names and therefore, the statement in the letter of rejection that the Declaration does not provide the brand name is incorrect.

As regards the dilution rate, the Declaration expressly confirms that "the total quantity which has a minimum dilution rate of 1/80 which will be utilized for this contract will be over 80% of all cleaning products", and further states that techincal data may be found in the literature folder. The Appellant's technical offer, submitted in accordance with the structure prescribed by the Tender Document, comprised both the Organisation & Methodology submission and the Literature submission (per Note 2), the latter being the location where the Tender Document's own List of Literature requires product data sheets evidencing GPP compliance to be furnished. The Declaration also made a cross-reference to that folder in order to facilitate matters for the Evaluation Committee.

The Appellant acknowledges that Note 3 of the Tender Document precludes the submission of new information or documentation at evaluation stage. The Appellant's position, however, is not that any new information had to be considered, but that the information said to be missing was not actually missing and it formed part of the technical offer as submitted, under the

Literature heading expressly referenced in the Declaration itself. The Appellant simply followed the structure provided on the EPPS portal, constraining it to upload the Literature separately under section 1.28, as can be seen in the document attached as **Doc A**.

5. BPQR Criterion B4(ii) - Risks Affecting Execution of the Contract and Mitigations

The Appellant's write-up under BPQR Criterion B4(ii) was scored 77.50%. The Evaluation Committee described the submission as addressing the risks identified under Articles 3.2 and 4.2 of the Terms of Reference and as demonstrating "a sound awareness of the principal operational, contractual and environmental risks", but considered that "important aspects of the mitigation methodology are insufficiently developed", citing in particular the absence of defined corrective-action timeframes, escalation procedures and verification arrangements for certain of the risks identified.

BPQR Criterion B4 imposes a combined word limit of approximately 1000 words across both B4(i) (methodology) and B4(ii) (risks and mitigations), leaving, in practice, a limit of approximately 500 words for the risks and mitigations component. Neither the Organisation & Methodology document nor the BPQR evaluation grid specifies a required minimum level of detail, timeframe, or escalation procedure to be set out for each risk identified. The Appellant's submission in fact identified 28 separate risks, each paired with specific, named mitigation measures, going well beyond the risks expressly listed in Articles 3.2 and 4.2 of the Terms of Reference. Having regard to the shared word limit applicable to B4(i) and B4(ii), the Appellant respectfully submits that the submission should not have been penalised for failing to elaborate beyond what the criterion, read together with its word limit, called for, and requests that the marks withheld under BPQR Criterion B4(ii) be reconsidered and reinstated.

6. BPQR Criterion C2.6 - Collective Agreement

The Appellant's submission under BPQR Criterion C2.6 was scored under sub-criterion (iii) (An identical copy of an expired (i.e. Validity Period exceeds the demarcated 90 day period as per above definition) Collective Agreement duly signed by the involved parties and submitted by the Economic Operator to DIER. 4 points), on the stated basis that the Collective Agreement submitted by the Appellant expired on 14th February 2026, that the submission deadline for the tender (8th July 2026) fell 144 days thereafter, and that this exceeded the 90-day validity buffer defined in the Procurement Document, such that the Agreement "cannot be classified as valid for the purposes of sub-criterion (v)".

The Appellant's Collective Agreement, entered into between Simply Clean Limited and the Hospitality & Food Section of the General Workers' Union on the 20th January 2023, provides at Article 4 (Duration) as follows:

> *"This Agreement shall be effective from 15th February 2023 and shall remain in force until 14th February 2026.*
>
> *At any time after 1st October 2025, either party may give notice in writing expressing its wish that this Agreement remains in force for a definite period and/or its intention*

to negotiate a new one. In the latter case, both parties shall engage in discussions on the terms and conditions of a new Agreement.

During negotiations, and until a new Agreement is signed, the contents of this Agreement shall remain in force.

In case that no notice for revision is made, the contents of this Agreement shall remain in force for an indefinite period or until notice is finally given and a new Agreement eventually signed."

It is submitted that this is a standard survival clause, the effect of which is that the Agreement does not lapse on the expiry of its initial three-year term, but continues in full force and effect indefinitely, unless and until a new agreement is negotiated and signed. No new agreement has been negotiated or signed, and no notice terminating the Agreement has been given by either party. The Agreement therefore remains, both at the date of the Appellant's tender submission and at the date of this objection, fully valid and in force, notwithstanding the expiry of its stated three-year term.

This positions reflects the clause considered by this Honourable Board in Case 1939 - SPD7/2023/028 (JF Services Ltd v Ministry for the Economy, European Funds and Lands), decided on the 12th December 2023, where the collective agreement under consideration had, on its face, expired several years earlier and contained the identical survival wording that "during negotiations, and until a new Agreement is signed, the contents of this Agreement shall remain in force". The Evaluation Committee in that case had, for that reason, treated the agreement as expired. This Board disagreed and accordingly upheld the appeal, cancelled the letter of rejection, and ordered the Contracting Authority to re-evaluate the appellant's bid on the basis that the collective agreement was valid and in force.

The Appellant respectfully submits that the same reasoning applies here, and that the Contracting Authority was not entitled to treat the Appellant's Collective Agreement as expired by reference to the bare lapse of its stated term.

Consequently, should the Collective Agreement be found valid and in force, the Appellant's submission in fact satisfies every element of sub-criterion (v) of BPQR Criterion C2.6, namely "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 Appellant's submission included, in addition to the signed Collective Agreement, the letter issued by the Department for Industrial and Employment Relations, dated 25th January 2023, being the acknowledgement which sub-criterion (v) requires in addition to the signed Agreement itself. The Appellant's submission accordingly comprised every document called for by sub-criterion (v), and the Appellant respectfully submits that, once the Collective Agreement is recognised as valid and in force, the Appellant is entitled to the full 6 points (100%) available under BPQR Criterion C2.6, rather than the 4 points (65%) allotted on the footing that the Agreement had expired.

In view of the above, and whilst reserving the right to make further submissions and to present additional evidence, the Appellant respectfully requests this Honourable Board to revoke the decision taken by the Contracting Authority on 5th October 2026 to reject its offer for Tender Reference SPD8/2026/043 - Framework Contract for the Provision of Cleaning Services with Reduced Environmental Impact at the Premises of the Agriculture and Rural Payments Agency (ARPA) at Luqa Road, Qormi and ARPA Front Office, Ta' Qali as technically non-compliant, to order the Contracting Authority to reinstate the Appellant's offer into the BPQR evaluation, and to re-evaluate the Appellant's offer in light of the matters raised above.

Alternatively, the Appellant requests the Board to issue such declarations, orders, or directives as it may deem appropriate in relation to the procurement process concerning the tender in question.

Av Franco Galea **Av Daniel Cutajar**

Doc A

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Tender

Cft Resource Id:	4fe3dcba-4ed5-4c95-ab76-9e4eb3def02b
Cft Title:	SPD8/2026/043 - Framework Contract for the Provision of Cleaning Services with Reduced Environmental Impact at the Premises of the Agriculture and Rural Payments Agency (ARPA) at Luqa Road, Qormi and ARPA Front Office, Ta' Qali
Tender Title:	ARPA Cleaning Tender - Simply Clean Ltd

Procedure:	Open	**No of lots:**	0	**Evaluation Type:**	Best Price-Quality Ratio
Round:	1	**Multiple Submissions allowed:**	Yes		

Eligibility/Selection

1. Eligibility and Administrative Information

1.1. Tenderer's Declaration - In response to your invitation to tender for this contract, I hereby declare that: :
1.1.1. The tenderer I am representing ("We") has examined, and accept in full and in its entirety, the content of this tender document (including subsequent Clarification Notes issued by the Central Government Authority/SPD /Contracting Authority) and the General Rules Governing Tenders. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration, deviation or omission shall lead to our offer not being considered any further. We offer to provide, in accordance with the terms of the tender document and the conditions and time limits laid down, without reservation or restriction, the requirements of this Call for Tenders (CfT). :

Yes

1.1.2. We note that we take full responsibility to submit the electronic documentation required well before the tender submission deadline in order to avoid last minute upload restrictions. We agree that the GoM will not be responsible for late submissions due to reasons outside its control, such as internet latency, service unavailability, online payment failure and internet access. :

Agreed

1.1.3. This tender is valid for a period of 90 days from the final date for submission of tenders. If our tender is accepted, we undertake to provide a performance guarantee of 4 percent (where the amount of the contract is between 10,000 euro and 500,000 euro ex VAT) and 10 percent where the amount of the contract is 500,000.01 euro or above, of the contract value as required by the General Conditions. :

Agreed

1.1.4. Power of Attorney (If Applicable) :
1.1.4.1. (It is accepted that should we form a Joint Venture/Consortium/Group of Economic Operators for the purposes of submitting a tender in this procedure, we would confirm through respective documentation requested, that as a partner in the Joint Venture/Consortium/Group of Economic Operators, we will all be jointly and severally liable by law for the performance of the contract, the lead partner shall be authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the Joint Venture/Consortium/Group of Economic Operators are bound to remain in the Joint Venture/Consortium/Group of Economic Operators for the entire period of the contract's performance. We are fully aware that, in the case of a Joint Venture/Consortium/Group of Economic Operators, the composition of the Joint Venture/Consortium/Group of Economic Operators cannot be modified during the course of the tender procedure). :
1.1.4.2. If Applicable, kindly attach preliminary agreement or letter of intent stating that all partners assume joint and several liability for the execution of the contract. That the lead partner is authorized to bind, and receive instructions for and on behalf of, all partners, individually and collectively. :
1.1.4.3. If Applicable, kindly attach duly filled in form marked as Power of Attorney (In case of Joint Venture/Consortium /Group of Economic Operators This Form is Mandatory). :
1.1.5. We agree to abide by the ethics clauses of the General Rules Governing Tendering and, in particular, have no potential conflict of interests or any relation with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure. We recognise that our tender may be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisors in the preparation of our tender. :

Agreed

1.1.6. We will inform the Central Government Authority/SPD/Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Government of Malta and the European Union. :

Agreed

1.1.7. We acknowledge that the Central Government Authority/SPD/Contracting Authority shall request rectifications in respect of incomplete/non-submitted information pertinent to the documentation listed in the Instructions to Tenderers. We understand that such rectification/s must be submitted within five (5) working days, and is free of charge, and that failure to comply shall result in our offer not being considered any further. We acknowledge that the Central Government Authority/SPD/Contracting Authority shall forward all communication related to this call for tenders to the user/s within our Organisation that have associated himself/themselves with this call for tenders. In this respect, we confirm that the contact details as detailed in www.etenders.gov.mt are correct. Particularly, the email address provided is active and its inbox constantly monitored. :

Agreed

1.1.8. In terms of Article 18 of the General Rules Governing Tenders, we note that the Central Government Authority /SPD/Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to cancel or award only part of the tender. The right is also reserved to initiate a new invitation to tender. It will incur no liability towards the Contracting Authority should it do so. :

Agreed

1.1.9. The provisions of this tender are without prejudice to the obligations of the Central Government Authority/SPD /Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Central Government Authority/SPD/Contracting Authority, prior to disclosure of any information to a third party in relation any provision of this tender, which has not yet been made public, shall consult the tenderer in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of the Central Government Authority/MPU/Contracting Authority in terms of the Act. :

Agreed

1.1.10. I, the undersigned, hereby declare that, I shall abide with the requirements of point (e) of the Third Schedule of the Energy Efficiency and Cogeneration Regulations (S.L. 623.07) in that new products purchased partially or wholly for the purpose of providing the service/supply in question, shall comply with the requirements referred to in paragraphs (a) to (d) of the same schedule of these regulations. I declare that if I am the successful bidder, following signature of contract, if and when requested, I shall make available evidence of meeting this requirement. As a minimum, I commit to provide a detailed list of products as a proof that products purchased partially or wholly for the purpose of providing the service/supply in question are in line with the requirements stipulated in Procurement Policy Note #27 issued by the Department of Contracts. :

I Agree

1.1.11. At Contract Stage, the Recommended Awardee shall fill in, complete and duly sign the Ultimate Beneficial Owner (UBO) Declaration Form. The UBO Declaration Form also contains sections that would need to be filled in, completed and duly signed by known Sub-Contractors and Entities relied upon for their Capacities in meeting the Selection Criteria, if such is pertinent in the circumstance of the Public Contract. As may be applicable and necessary, the Recommended Awardee (and/or the mentioned Sub-Contractors and Entities) may also be requested to submit Supporting Documentation as an attestation to substantiate the information provided. :

I agree

1.1.12. I, the undersigned, hereby agree and accept that in the eventuality I am awarded this/these contract/s, as Recommended Awardee, prior to Contract Signing, I shall submit a copy of a Valid or Conditional Licence, issued in accordance with the Employment Agencies Regulations (S.L.452.130), to operate an Employment Agency or Employment Business. As may be applicable and necessary, as Recommended Awardee, I am aware that I may also be requested to submit any other documentation. I further understand that the award may be revoked if I do not comply with any established timeframes, as may be imposed by the Authority or Entity responsible for the procurement /concession procedure, to submit a Valid or Conditional licence, and/or any other requested documentation at contracting stage. :

I agree

1.1.13. During Contract Execution Stage, in the eventuality I am awarded this/these contract/s, as the Contractor I agree and accept that prior to the expiry of a Valid Licence in accordance with the Employment Agencies Regulations (S.L.452.130), to operate an Employment Agency or Employment Business, I shall renew such licence for further periods of two (2) years. I further understand that failure to renew the licence may lead to the revocation of the contract. :

I agree

1.2. Statement on Conditions of Employment :
1.2.1. It is hereby declared that all employees engaged on this contract shall enjoy working conditions including wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 646 of the Laws of Malta (Health and Safety at Work Act.) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract. :

I agree

1.2.2. It is hereby declared that no part of the services to be provided under this contract shall be sub-contracted to an economic operator who has in his employment employees, who are already in employment with the bidding entity and are carrying out, with the sub-contractor, the same or very similar duties as those in their contract of employment with the bidding entity. :

I agree

1.2.3. The sub-contractor/s agree to all the conditions listed in this statement. :

I agree

1.2.4. It is hereby declared that the service being provided under this contract will be carried out solely by the bidding entity employees, or bona fide self-employed individuals. No work will be carried out by persons designated as self-employed where their actual employment status in terms of the Employment Status National Standard Order LN 44 /2012 is that of an employee. :

I agree

1.2.5. It is hereby declared that all the employees of the bidding entity, whether providing services to the contracting authority or not, have a written contract of service and are registered with the competent authority of my country, which in the case of Malta is the Employment and Training Corporation. If this tender is awarded to us, we shall furnish a list of employees who will be providing the services. Copies of the written contracts of service of the employees will be available at any time for inspection. :

I confirm

1.2.6. It is hereby declared that the bidding entity's employees shall be given a detailed payslip containing all relevant details including the amount paid, normal hours worked, overtime hours, hours worked on Sundays and Public Holidays, hours availed of as leave or sick leave, a breakdown of bonuses/allowances as well as deductions made (such as social security contributions and income tax). :

I confirm

1.2.7. It is hereby declared that all the wages/salaries of the bidding entity's employees are paid only by direct payment in the employee's bank account. :

I confirm

1.2.8. It is hereby declared that the relevant bank statements of wage/salaries' deposit and copies of the detailed payslips will be made available as and when required by the Director of Industrial and Employment Relations. :

I agree

1.2.9. It is hereby declared that if the bidding entity is found in breach of any of the above declarations it is accepted that this contract will be terminated and that we will have no right to be compensated for any damage we may have suffered or will suffer in the future in respect to this termination. :

I agree

1.2.10. I agree that all employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 646 of the Laws of Malta (Health and Safety at Work Act.) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract. I/We are aware of, and shall abide with, the Circulars and Guidelines issued by the Department of Contracts, which are available under the Resources Section of www.etenders.gov.mt. In the event that it

is proved otherwise during the execution of the contract it is hereby being consented that the contract is terminated with immediate effect and that no claim for damages or compensation be raised by the contractor. :

I Agree

1.3. Extracts from the Public Procurement Regulations :
1.3.1. I confirm that I am aware of the right of appeal as stipulated in the General Rules Governing Tenders. :

I confirm

1.4. ESPD Document for subcontractors :
1.4.1. If Subcontracting, kindly upload ESPD document of subcontractor/s. :
1.5. Kindly submit a Self-Declaration in respect of Employment Agency Regulations as stipulated in Section 1- Art 5(A) :

Referenced Files

Filename	Title	UUID
License.zip	N/A	b2dbf799-862d-4c46-a7ca-2edf97b3038a

2. Exclusion Criteria SIMPLY CLEAN LTD

2.1. A: Grounds relating to criminal convictions :
2.1.1. Participation in a criminal organisation :
2.1.1.1. Participation in a criminal organisation :
2.1.1.1.1. Your answer? :

No

2.1.1.2. Is this information available electronically? :

No

2.1.2. Corruption :
2.1.2.1. Corruption :
2.1.2.1.1. Your answer? :

No

2.1.2.2. Is this information available electronically? :

No

2.1.3. Fraud :
2.1.3.1. Fraud :
2.1.3.1.1. Your answer? :

No

2.1.3.2. Is this information available electronically? :

No

2.1.4. Terrorist offences or offences linked to terrorist activities :
2.1.4.1. Terrorist offences or offences linked to terrorist activities :
2.1.4.1.1. Your answer? :

No

2.1.4.2. Is this information available electronically? :

No

2.1.5. Money laundering or terrorist financing :
2.1.5.1. Money laundering or terrorist financing :
2.1.5.1.1. Your answer? :

No

2.1.5.2. Is this information available electronically? :

No

2.1.6. Child labour and other forms of trafficking in human beings :
2.1.6.1. Child labour and other forms of trafficking in human beings :
2.1.6.1.1. Your answer? :

No

2.1.6.2. Is this information available electronically? :

No

2.2. B: Grounds relating to the payment of taxes or social security contributions :
2.2.1. Payment of taxes :
2.2.1.1. Threshold (EUR) :

0

2.2.1.2. Additional Information :

not applicable

2.2.1.3. Your answer? :

No

2.2.1.11. Date of conviction :
2.2.1.12. Length of the period of exclusion :
2.2.1.13. Is this information available electronically? :

No

2.2.2. Payment of social security :
2.2.2.1. Threshold (EUR) :

0

2.2.2.2. Additional Information :

not applicable

2.2.2.3. Your answer? :

No

2.2.2.11. Date of conviction :
2.2.2.12. Length of the period of exclusion :
2.2.2.13. Is this information available electronically? :

No

2.3. C: Grounds relating to insolvency, conflicts of interests or professional misconduct :
2.3.1. Breaching of obligations in the field of environmental law :
2.3.1.1. Your answer? :

No

2.3.1.5. Is this information available electronically? :

No

2.3.2. Breaching of obligations in the field of social law :
2.3.2.1. Your answer? :

No

2.3.2.5. Is this information available electronically? :

No

2.3.3. Breaching of obligations in the fields of labour law :
2.3.3.1. Your answer? :

No

2.3.3.5. Is this information available electronically? :

No

2.3.4. Bankruptcy :
2.3.4.1. Your answer? :

No

2.3.4.4. Is this information available electronically? :

No

2.3.5. Insolvency :
2.3.5.1. Your answer? :

No

2.3.5.4. Is this information available electronically? :

No

2.3.6. Arrangement with creditors :
2.3.6.1. Your answer? :

e obligations of the Central Government Authority/SPD
Act (Cap. 496 of the Laws of Malta). The Central
disclosure of any information to a third party in relation any
shall consult the tenderer in accordance with the
the Code of Practice issued pursuant to the Act. Such
entral Government Authority/MPU/Contracting Authority in

int (e) of the Third Schedule of
97) in that new products purchased partially or wholly for
comply with the requirements referred to in paragraphs (a)
t if I am the successful bidder, following signature of
ice of meeting this requirement. As a minimum, I commit
purchased partially or wholly for the purpose of providing
s stipulated in Procurement Policy Note #27 issued by the

fill in, complete and duly sign the Ultimate Beneficial
also contains sections that would need to be filled in,
nities relied upon for their Capacities in meeting the
he Public Contract. As may be applicable and necessary,
tractors and Entities) may also be requested to submit
he information provided. :

e eventuality I am awarded this/these contract/s, as
bmit a copy of a Valid or Conditional Licence, issued in
.452.130), to operate an Employment Agency or
, as Recommended Awardee, I am aware that I may also
derstand that the award may be revoked if I do not comply
Authority or Emity responsible for the procurement
ce, and/or any other requested documentation at

am awarded this/these contract/s, as the Contractor I
accordance with the Employment Agencies Regulations
ment Business, I shall renew such licence for further
enew the licence may lead to the revocation of the contract.

is contract shall enjoy working conditions including wages.
e as provided for in the relative Employment Legislation.
of Malta (Health and Safety at Work Act.) as well as any
s of practice or any amendment thereto in effect during the

No

2.3.6.4. Is this information available electronically? :

No

2.3.7. Analogous situation like bankruptcy under national law :
2.3.7.1. Your answer? :

No

2.3.7.4. Is this information available electronically? :

No

2.3.8. Assets being administered by liquidator :
2.3.8.1. Your answer? :

No

2.3.8.4. Is this information available electronically? :

No

2.3.9. Business activities are suspended :
2.3.9.1. Your answer? :

No

2.3.9.4. Is this information available electronically? :

No

2.3.10. Agreements with other economic operators aimed at distorting competition :
2.3.10.1. Your answer? :

No

2.3.10.5. Is this information available electronically? :

No

2.3.11. Guilty of grave professional misconduct :
2.3.11.1. Your answer? :

No

2.3.11.5. Is this information available electronically? :

No

2.3.12. Conflict of interest due to its participation in the procurement procedure :
2.3.12.1. Your answer? :

No

2.3.12.3. Is this information available electronically? :

No

2.3.13. Direct or indirect involvement in the preparation of this procurement procedure :
2.3.13.1. Your answer? :

No

2.3.13.3. Is this information available electronically? :

No

2.3.14. Early termination, damages or other comparable sanctions :
2.3.14.1. Your answer? :

No

2.3.14.5. Is this information available electronically? :

No

2.3.15. Guilty of misinterpretation, withheld information, unable to provide required documents and obtained confidential information of this procedure :
2.3.15.1. Your answer? :

No

2.3.15.2. Is this information available electronically? :

No

2.4. D: Purely national exclusion grounds :
2.4.1. Purely national exclusion grounds :
2.4.1.2. Is this information available electronically? :

No

2.4.2. Information concerning possible blacklisting related to labour law :
2.4.2.1. Your answer? :

No

2.4.3. Information concerning possible blacklisting related to professional misconduct :
2.4.3.1. Your answer? :

No

2.4.4. Information concerning possible blacklisting related to professional misconduct :
2.4.4.1. Your answer? :

No

2.4.5. Information concerning possible blacklisting related to Early termination :
2.4.5.1. Your answer? :

No

2.4.6. Information concerning possible blacklisting related to Misrepresentation :
2.4.6.1. Your answer? :

Yes

2.4.6.2. Has the Director of Contracts informed the Economic Operator that he intends to Blacklist him? :

No

2.4.6.3. Has the Economic Operator been declared Blacklisted by the Commercial Sanctions Tribunal/Court of Appeal? :

No

2.4.7. Information concerning possible blacklisting related to undue influence on the decision making process :
2.4.7.1. Your answer? :

Yes

2.4.7.2. Has the Director of Contracts informed the Economic Operator that he intends to Blacklist him? :

No

2.4.7.3. Has the Economic Operator been declared Blacklisted by the Commercial Sanctions Tribunal/Court of Appeal? :

No

2.4.8. Information concerning possible blacklisting carried out by the Director of Employment and Industrial Relations :
2.4.8.1. Your answer? :

No

3. Selection Criteria SIMPLY CLEAN LTD

3.1. C: Technical and professional ability :
3.1.1. Subcontracting proportion :
3.1.1.1. Please specify :
3.1.1.2. Is this information available electronically? :

No

Technical

1. Technical Offer

1.1. A1(i) - The Economic Operator is to provide a declaration that all employees to be employed on contract will be given basic training in cleanliness and hygiene as per Terms of Reference Article 4.2.3 and Article 6.1. :

Referenced Files

Filename	Title	UUID

1.1 - Declaration regarding training.zip	N/A	53035257-0da8-4440-b227-6d7df1a2745c

1.2. A1(ii) - Declaration by the Economic Operator that cleaners to be employed on contract have the ability to communicate in Maltese and/or English as per Terms of Reference Articles 4.2.2, 4.2.3 and 6.1 :

Referenced Files

Filename	Title	UUID
1.2 - Declaration regarding ability to communicate.zip	N/A	f8576eca-7416-4457-bea8-962514341577

1.3. A1(iii) - Declaration by the Economic Operator that all personnel performing the requested service will have a clean police conduct as per Terms of Reference Articles 4.2.4 and 6.1. :

Referenced Files

Filename	Title	UUID
1.3 - Declaration regarding police conduct.zip	N/A	c139cde3-116a-4513-b8ca-d647a8452913

1.4. B1(a) - The on-site contract manager/supervisor The Economic Operator is to submit a report in the form of a write-up of approximately 500 words outlining a list of contract-specific know how measures and methodology/ies to ensure Time keeping; (max of 5 marks) Marks shall be allocated as follows: 1. Confirm that personnel performing duties shall register at the Contracting Authority premises their arrival and departure to/from the premises by signing an attendance sheet provided. 2. Random onsite inspections during shifts 3. Timekeeping/punctuality policy in place The submission will be evaluated in terms of appropriateness and relevance of the proposed approach :

Referenced Files

Filename	Title	UUID
1.4 - Writeup on Methodology.zip	N/A	8a760a5e-46eb-49aa-b5bf-2455a6a86601

1.5. B1(b) - The on-site contract manager/supervisor The Economic Operator is to submit a report in the form of a write-up of approximately 500 words outlining a list of contract-specific know how measures and methodology/ies to ensure (b) Adequate level of service; (max of 4 marks) Marks shall be allocated as follows: 1. Appointment of EO 's Supervisor /Manager 2. Routine inspections by Supervisor (minimum once a week), followed up by Inspection Report) 3. Non-Routine / Surprise inspections by Supervisor, followed up by Inspection Report :

Referenced Files

Filename	Title	UUID
		0fd24277-26dc-

1.5 - Writeup on Adequate level of service.zip	N/A	4cd5-80ed-ab2bdf1f5395

1.6. B2(a) - Economic Operator is to submit a Contingency (Back-up capacity) Plan Report in the form of a write-up of approximately 500 words for the following circumstances: 1. Minimum of Two (2) No. of pre-assigned relievers/back up staff. 2. Details on how the Maximum response time of one (1) hour is achieved. :

Referenced Files

Filename	Title	UUID
1.6 - Writeup on Contingency - backup capacity.zip	N/A	d6e029f5-f936-4e99-ba15-40b79add134a

1.7. B2(b) - Economic Operator is to submit a Contingency (Back-up capacity) Plan Report in the form of a write-up of approximately 500 words for the following circumstances: (b) Breakdown of public transport systems; (max of 2 marks) Marks shall be allocated as follows: 1. Provision of emergency transport service using Economic Operator's own (company's) vehicles. 2. Details on how the Maximum response time of one (1) hour is achieved. :

Referenced Files

Filename	Title	UUID
1.7 - Writeup on Contingency - Breakdown of public transport systems.zip	N/A	e1c308bb-9128-4215-8a87-e23b73b3156c

1.8. B3(1) - The Economic Operator is to submit templates indicating the following Report requirements. The reporting requirements shall include the following and shall be as per Terms of Reference Article 7). Draft monthly report including timesheets to illustrate the number of hours rendered in cleaning services per location for the respective month. :

Referenced Files

Filename	Title	UUID
1.8 - Draft monthly report (timesheet).zip	N/A	7021ed87-37ba-4164-8173-e26e27d8e917

1.9. B3(2) - The Economic Operator is to submit templates indicating the following Report requirements. The reporting requirements shall include the following and shall be as per Terms of Reference Article 7). Draft Monthly Template of Vacation Leave Planned for the subsequent month. :

Referenced Files

Filename	Title	UUID
1.9 - Monthly template of vacation leave.zip	N/A	d0df3079-67b7-49dd-848b-a5a2976d2a68

1.10. B3(3) - The Economic Operator is to submit templates indicating the following Report requirements. The reporting requirements shall include the following and shall be as per Terms of Reference Article 7). Draft incident report in case of security breach or incident. :

Referenced Files

Filename	Title	UUID
1.10 - Draft incident report.zip	N/A	cc5f194a-17c3-4712-aea4-15a0e2659b5f

1.11. B3(4) - The Economic Operator is to submit templates indicating the following Report requirements. The reporting requirements shall include the following and shall be as per Terms of Reference Article 7). Draft inspections report to ensure an adequate level of the service. :

Referenced Files

Filename	Title	UUID
1.11 - Draft inspection report.zip	N/A	553b6162-5f2e-4e94-bfb6-e58cb85b77d4

1.12. B4(i) - Economic Operator is to submit a proposed methodology for the following support services, through the submission of a write-up of approximately 1000 words which shall include: Proposed methodology demonstrating how the Economic Operator shall ensure that the employee/s on site provides the expected level of service and shall include specific details on how thorough inspections are going to be carried out :

Referenced Files

Filename	Title	UUID
1.12 - Methodology on how to ensure the employee provides the expected level of service.zip	N/A	28e978bc-d69d-4343-8c20-9faee505ba03

1.13. B4(ii) - Economic Operator is to submit a proposed methodology for the following support services, through the submission of a write-up of approximately 1000 words which shall include: An explanation of the risks affecting the execution of the contract and how the Economic Operator shall mitigate these risks in order to achieve the Specific Activities outlined in Section 3 – Terms of Reference Article 4.2. :

Referenced Files

Filename	Title	UUID
1.13 - Writeup on risks affecting the execution of the contract and mitigations.zip	N/A	b005187c-48a4-451e-bb0d-81eab07f5f90

1.14. B5(1) - (1) Uniforms/Attire: Availability of attire to be worn by the cleaners. Economic Operator is to provide a visual depiction of all attire duly including the company name/logo on the shirt and sweater as per minimum requirements set in Terms of Reference Article 4.2.4 (mandatory). :

Referenced Files

Filename	Title	UUID
1.14 - Uniforms.zip	N/A	9bcc30a3-be7e-4a28-84f3-bf5aee37df2b

1.15. B5(2) - Uniform Declaration: the Economic Operator shall submit a Self-Declaration that specifies that No Deposit and / or Payment (or any Sums of Money) will be held / requested from the Personnel employed on this Contract as a form of Guarantee, or otherwise, against the provision of their official Work Uniform. The Self-Declaration shall also specify that No deductions from the Personnel's wage shall be made except were permitted by law or by an order of a competent court. For this specific contract employees cannot be charged any Payment on the allotted uniform (deposit included), not even if it is specified in the Collective Agreement. :

Referenced Files

Filename	Title	UUID
1.15 - Uniforms declaration.zip	N/A	f64a59b9-8966-48b8-9440-634ca286bc9f

1.16. B6(i) - Green Public Procurement Cleaning Products and Materials as per Terms of Reference Article 4.2.6 Economic operator is to submit declaration as stipulated in Criteria B6(i) in the Procurement Document :

Referenced Files

Filename	Title	UUID
1.16 - GPP Products.zip	N/A	9cab1f07-581f-4cf5-a343-ab8be213e079

1.17. B6(ii) - Green Public Procurement Use of Concentrated Undiluted Products as per Terms of Reference Article 4.2.6 Economic operators are to submit declaration as stipulated in Criteria B6(ii) in the Procurement Document :

Referenced Files

Filename	Title	UUID
1.17 - Undiluted products.zip	N/A	d3e48bf9-f823-48b2-962d-ace75e21dcce

1.18. C1 - Proof that the Economic Operator meets the legal requirements for the employment of disabled people :

Referenced Files

Filename	Title	UUID
1.18 - Jobs plus certificate.zip	N/A	b19f6600-75ad-4aa6-b269-7484c2a50af3

1.19. C2(1) - Proof of good employment/working conditions. (All proofs submitted should not relay 3rd party information such as employee personal details. As such, all 3rd party personal details should be blacked out) The Economic Operator is to include measure/s taken in favour of the employee, through the submission of proof as described below: 1. Employees have a written contract. Economic Operators are to provide a copy of a contract agreement between the bidder and an employee :

Referenced Files

Filename	Title	UUID
1.19 - Written contract.zip	N/A	1851c8fe-7499-4c14-b9a6-8b8f1d0b4138

1.20. C2(2) - Proof of good employment/working conditions. (All proofs submitted should not relay 3rd party information such as employee personal details. As such, all 3rd party personal details should be blacked out) The Economic Operator is to include measure/s taken in favour of the employee, through the submission of proof as described below: Family-friendly measures in favour of employees are allowed - Flexi-time etc. (add-on) A declaration by the Economic Operator is to be provided. :

Referenced Files

Filename	Title	UUID
1.20 - Flexi time.zip	N/A	0d09cfd4-9da8-4f56-9feb-22a4e949348e

1.21. C2(3) - Proof of good employment/working conditions. (All proofs submitted should not relay 3rd party information such as employee personal details. As such, all 3rd party personal details should be blacked out) The Economic Operator is to include measure/s taken in favour of the employee, through the submission of proof as described below: Employees are provided with a payslip. A copy of a payslip is to be provided (Mandatory); :

Referenced Files

Filename	Title	UUID
1.21 - Payslip.zip	N/A	a92cc448-9774-4af2-96aa-eb2951ca0987

1.22. C2(4) - Proof of good employment/working conditions. (All proofs submitted should not relay 3rd party information such as employee personal details. As such, all 3rd party personal details should be blacked out) The Economic Operator is to include measure/s taken in favour of the employee, through the submission of proof as described below: Wages paid by credit transfer. Economic Operators are to provide proof e.g. Agreement with a Bank or written communication between bidder and Bank confirming direct credit settlement of wages (Mandatory); :

Referenced Files

Filename	Title	UUID
1.22 - Wages paid by credit transfer.zip	N/A	3baeef71-7296-4c72-a7d2-619aab197bcf

1.23. C2(5) - Proof of good employment/working conditions. (All proofs submitted should not relay 3rd party information such as employee personal details. As such, all 3rd party personal details should be blacked out) The Economic Operator is to include measure/s taken in favour of the employee, through the submission of proof as described below: Economic Operator shall submit a Self Declaration that specifies that any Vacation Leave Days already booked and approved by the current outing Contractor will be subsequently honoured by the Economic Operator (incoming Contractor) within the limitations established by any prevailing law :

Referenced Files

Filename	Title	UUID
1.23 - Declaration regarding vacation leave days.zip	N/A	aa7199e3-1167-41ee-861d-c99c2ef49a6b

1.24. C2(6) - Proof of good employment/working conditions. (All proofs submitted should not relay 3rd party information such as employee personal details. As such, all 3rd party personal details should be blacked out) The Economic Operator is to include measure/s taken in favour of the employee, through the submission of proof as described below: A Collective Agreement (a– pertaining to the subject of the Tender/Lot Economic Operators are to upload documentation as requested in Criteria C2(6) in the Procurement Document :

Referenced Files

Filename	Title	UUID
1.24 - Collective agreement.zip	N/A	c52a9daa-ced9-4553-87de-38a0a45ad6df

1.25. C2(7) - Employees have no restrictions to join a trade union. Economic Operators are to provide a self-declaration attesting to the freedom of employees (no restrictions imposed) to join a Trade Union (Mandatory); :

Referenced Files

Filename	Title	UUID
1.25 - declaration regarding freedom to join trade union.zip	N/A	dc048747-9be7-4606-83fc-0db0f645aed5

1.26. C2(8) - Health and Safety resources (Quality Assurance systems employed by the Contractor to ascertain a good / safe working environment) as per Terms of Reference Articles 4.2.4. (mandatory) (max 5 marks) This shall be submitted as a report, in the form of a write-up of approximately between 200 to 400 words, which shall include the measures employed by the Economic Operator. :

Referenced Files

Filename	Title	UUID
1.26 - Health and Safety writeup.zip	N/A	846fbef0-63b5-4071-9fc3-ada51de76791

1.27. C2(9) - Contractor provides a valid insurance cover to its employees (add-on) A valid copy of Employers' Liability Insurance Cover is to be provided. :

Referenced Files

Filename	Title	UUID
1.27 - Insurance.zip	N/A	f1cea41d-a1b1-488c-80d5-4fe7757a8bac

1.28. Kindly upload Literature :

Referenced Files

Filename	Title	UUID
1.28 - Literature.zip	N/A	c25f5568-a502-4850-858a-f112edc6ca3f

Financial

Kindly upload Financial Bid Form

Year: 0 **Price:** 95,473.16 EUR

Referenced Files

Filename	Title	UUID
5. Financial Bid Form - ARPA.xlsx	N/A	2f4724c8-d231-418b-beb5-0c894f0640ca

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. KARL JOS DIMECH
Printed on: 15/10/2026 - 07:53
Document ID: 36005359

Transaction details

Payer's name:	DIM & COLTD
Payee type:	Corporate Payee
Company name:	Cash of Malta Gov
Region:	Administrative Services
Reason:	Other
Payment details:	Simply Clean (arpe)
Currency:	EUR - Euro
Beneficiary IBAN/Account:	MT58MALT01100004000IEURCMG5001H
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:	50018358040 (EUR)
Charges should be paid by:	Shared - I pay BOV charges; beneficiary pays the beneficiary bank charges
Amount:	EUR 508.00
BOV to transfer the money:	as soon as possible
Receiving bank to get the money as:	normal priority payment
FPAD Result:	We couldn't confirm that the name you entered matches the recipient's account. This might happen if the recipient's bank doesn't support name checks yet or if there's a temporary issue. Please double-check that the name and account details are correct before continuing. If any details are wrong, the payment could go to the wrong account or may be fraudulent and may not be recoverable. If you're confident everything is correct, you can go ahead and make the payment.
Saved template:	no

Additional information

Credit amount:	EUR 508.00
Debited amount (excluding charges):	EUR 508.00
Estimated amount to be withdrawn from account:	EUR 509.00
Transaction charge:	EUR 1.00

Transaction result

Status:	Your instructions have been processed successfully.
Transaction ID:	167028032