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ADVOCATES



6th November 2026

Public Contracts Review Board
Notre Dame Ditch
Floriana

JF Security and Consultancy Services Ltd

Vs

[1] Department of Contracts

[2] Ambjent Malta

[3] Signal 8 Security Services Malta Ltd (Recommended Bidder)

RE: SPD8/2026/064 Framework Contract for the Provision of Security Services for the Opening and Closing of Public Gardens within the Remit of Ambjent Malta (hereinafter 'the Tender');

Reasoned Objection of JF Security and Consultancy Services Ltd (TID 000246567);
Respectfully submits:

1. Introduction and Background

1.1 JF Security and Consultancy Services Ltd (hereinafter "the Objector") hereby lodges a formal objection before the Public Contracts Review Board (hereinafter "PCRB"), in terms of Regulation 270 of the Public Procurement Regulations (S.L. 601.03)[1], against the decision of the Department of Contracts (Sectoral Procurement Directorate) and/or the Contracting Authority to recommend the

[1] Regulation 270 of the Public Procurement Regulations (S.L. 601.03), Part IX.

award of the Tender to Signal 8 Security Services Malta Ltd (hereinafter "the Recommended Bidder"), and against the evaluation and scoring of the Objector's technical offer upon which that decision rests.

1.2 The decision was communicated to the Objector by means of a letter dated 2nd November 2026[2] and by means of an Award Notice of the same date[3]. The present objection is being filed within the time limit indicated therein, namely by noon of the 12th November 2026, and the deposit of €861.00 has been duly paid.

1.3 The Tender was to be awarded to the offer having the Best Price Quality Ratio (hereinafter "BPQR"), with a weighting of sixty per cent (60%) for the technical score and forty per cent (40%) for the financial score[4].

1.4 The financial offer of the Objector and the financial offer of the Recommended Bidder are identical, namely €170,481.34 excluding VAT, and both offers were allotted the full financial score. It follows that the award was decided exclusively on the technical evaluation. The Recommended Bidder was allotted an average technical score of 96.50 marks and the Objector an average technical score of 93.25 marks, a difference of only 3.25 marks out of 100.

1.5 That difference arises entirely from seven (7) sub-criteria on which the marks of the two bidders diverge. On each of the remaining sixteen (16) sub-criteria, the Objector and the Recommended Bidder obtained identical marks:

[2] Letter dated 2nd November 2026 issued by the Sectoral Procurement Directorate (SPD8), Ministry for Finance, addressed to the Objector (Tenderer ID 000246567), together with Annex 1 (justifications for the scores) and Annex 2 (scores allocated to the preferred bidder).

[3] Award Notice dated 2nd November 2026, issued in terms of Regulation 270, Part IX of Legal Notice 352 of 2016.

[4] Tender document, Section 1 (Instructions to Tenderers), Clauses 6.1 and 6.2.

Sub-criterion	Max	Objector	Recommended Bidder	Difference
B1(i) Timekeeping	5	4.00	3.75	+0.25
B1(ii) Security of Personnel	5	4.25	4.75	-0.50
B1(iii) Security of Visitors	5	3.50	5.00	-1.50
B1(iv) Safeguarding of Assets	5	4.50	5.00	-0.50
B2(i) Contingency – Temporary Absence	6	4.50	5.10	-0.60
B4 Rostering Methodology	5	5.00	4.50	+0.50
C2(vi) Collective Agreement	6	5.10	6.00	-0.90
Net difference				-3.25

1.6 As will be shown below, the deductions suffered by the Objector under sub-criteria B1(i), B1(ii), B1(iii), B1(iv) and B2(i) are either founded on requirements which do not feature in the evaluation grid, or are unsupported by any reason whatsoever, or are the result of an unequal treatment of the two offers. Were the marks deducted from the Objector under sub-criteria B1(iii), B1(iv) and B2(i) alone to be restored, the Objector would gain 3.50 marks, which is more than the entire margin of 3.25 marks separating it from the Recommended Bidder. The errors complained of are therefore decisive of the outcome of the Tender.

1.7 In summary, the Objector asserts that the Evaluation Committee (hereinafter "the TEC"):-

1.7.1 evaluated the Objector's offer against requirements which were not set out in the evaluation grid, in breach of the principles of transparency and equal treatment;

1.7.2 deducted marks from the Objector without giving any reason, and awarded full marks to the Recommended Bidder without giving any reason, in breach of its reason-giving obligations;

1.7.3 treated the two offers unequally, penalising the Objector for matters which were overlooked in the offer of the Recommended Bidder, and measured offers against one another rather than against the published criteria;

1.7.4 conducted an evaluation which, on the face of the documents communicated to the Objector, raises serious doubts as to its independence and reliability.

1.8 In this respect, the Objector is respectfully requesting the PCRB to annul the recommendation for award and to order a re-evaluation of the technical offers, and this based on the following grievances:

2. First Grievance – Evaluation against requirements not found in the Evaluation Grid

2.1 The TEC is bound by the published criteria

2.1.1 The evaluation grid published with the Tender is binding not only on the economic operators but also on the TEC itself. The TEC may only assess offers against the criteria and sub-criteria which were made known to all tenderers in advance, and it may not, after the opening of the offers, introduce new requirements or new elements of assessment against which the offers are then measured.

2.1.2 This flows directly from the principles of equal treatment and transparency[5] and from the obligation to set out, in the procurement documents, the award criteria and their relative weighting[6]. The Court of Justice has consistently held that potential tenderers must be aware, at

[5] Article 18(1) of Directive 2014/24/EU, transposed into S.L. 601.03.

[6] Article 67(5) of Directive 2014/24/EU.

the time they prepare their tenders, of all the elements which the contracting authority will take into account in identifying the most economically advantageous offer, and of their relative importance, and that a contracting authority may not apply sub-criteria or rules of weighting which it has not previously brought to the attention of tenderers[7].

2.1.3 The Tender itself is explicit on the point. Clause 6.1 of the Instructions to Tenderers provides that:

> *"Each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid of this tender document.* ***No other award criteria will be used.***"[8]
>
> (added emphasis)

2.2 Sub-criterion B1(iii) – Security of Visitors

2.2.1 Sub-criterion B1(iii) required economic operators to submit "*a write-up report of approximately 300 words ... outlining a list of measures as detailed in the below criteria and as per Section 3 Terms of Reference Articles 4.2.1 to ensure: SECURITY OF VISITORS*".

2.2.2 The TEC itself acknowledged that the Objector's write-up covered "*public order, crowd/queue control, customer-oriented skills, suspicious objects, emergency/evacuation support, reporting and access control*". Yet it deducted 1.5 marks, being thirty per cent (30%) of the marks available, for the sole reason that "*no clear visitor-focused opening inspection or closing sweep was identified*".

2.2.3 Sub-criterion B1 expressly confines the measures to be described to those "*as per Section 3 Terms of Reference Articles 4.2.1*". Neither the evaluation

[7] Case C-532/06 *Lianakis and Others*, judgment of 24 January 2008, paras 36–38 and 44; Case C-331/04 *ATI EAC and Viaggi di Maio*, judgment of 24 November 2005, para 32.

[8] Tender document, Section 1 (Instructions to Tenderers), Clause 6.1.

grid nor Article 4.2.1 of the Terms of Reference makes any reference to a "*visitor-focused opening inspection*" or to a "*closing sweep*". The TEC therefore introduced, after the opening of offers, a new and undisclosed element of assessment, and penalised the Objector for not addressing a requirement which no tenderer was told it had to address. This is the single largest deduction suffered by the Objector and, on its own, accounts for almost half of the margin between the Objector and the Recommended Bidder.

2.2.4 Nor can the deduction be salvaged by reference to Article 4.2.2(v) of the Terms of Reference, which provides that "*the Contractor's patrols shall ensure that all visitors are out from the gardens before closing*" and that obstructions or suspicious packages/objects are to be reported[9]. In the first place, Article 4.2.2 is not one of the provisions to which sub-criterion B1 refers. Secondly, Article 4.2.2(v) is a contractual obligation of performance, which every tenderer undertakes to fulfil by the very act of submitting its offer, and not an element which tenderers were invited to describe for evaluation purposes. Thirdly, Article 4.2.2(v) says nothing whatsoever about an "*opening inspection*". Fourthly, the TEC itself acknowledged that the Objector's write-up addressed "*suspicious objects*" and "*access control*", which is the very substance of Article 4.2.2(v).

2.2.5 Without prejudice to the foregoing, the Objector's technical offer does in fact provide within its technical offer a section dealing with the opening and closing of the gardens, the checking of the premises and the clearing of visitors, which the TEC failed to take into consideration.

2.2.6 Moreover, the Recommended Bidder was allotted the full five (5) marks under this sub-criterion without any justification whatsoever. The Objector has no means of knowing whether the Recommended Bidder's

[9] Tender document, Section 3 (Terms of Reference), Article 4.2.2(v).

offer contained the "*opening inspection*" or "*closing sweep*" which the TEC found lacking in the Objector's offer. If it did not, the deduction was not only unfounded but also discriminatory.

2.3 Sub-criterion B1(ii) – Security of Personnel

2.3.1 The justification given for the Objector's score of 4.25 out of 5 under sub-criterion B1(ii) reads: "*Broad coverage through CA systems, optional biometric attendance, manual logs, weekly rosters, mobile/GPS communication, inspections, reconciliation and monthly records. Standby personnel are quantified, while a one-hour response is not explicit.*"

2.3.2 Attendance systems, logs, rosters, reconciliation and monthly records are matters of timekeeping, which is assessed under sub-criterion B1(i), not of the security of personnel. The justification therefore does not engage with the sub-criterion being evaluated at all, which indicates that the Objector's write-up on the security of its personnel was either not assessed or was assessed against the wrong criterion.

2.3.3 The only shortcoming identified, namely that "*a one-hour response is not explicit*", relates to the replacement of absent personnel within one hour, which is a matter of continuity of service and not of the security of personnel. The evaluation grid assesses precisely this matter under sub-criterion B2 (Contingency Plans), which expressly requires a "*response time of one (1) hour in the event of emergencies as per Section 3 Terms of Reference Article 3.2*", and under which the Objector was separately scored. The Objector has thus been penalised under B1(ii) for a matter which belongs to, and was separately scored under, a different sub-criterion, and has in effect been penalised twice for the same alleged shortcoming.

2.4 Sub-criterion B1(i) – Timekeeping

2.4.1 Under sub-criterion B1(i), the Objector lost one (1) mark because "*formal multi-source reconciliation and GPS verification are not described*". Neither multi-source reconciliation nor GPS verification is required by the evaluation grid or by Article 4.2.1 of the Terms of Reference, which merely reserves to the Contracting Authority the right to monitor the time sheets of the Contractor's employees[10].

2.4.2 It is telling that a "*three-way reconciliation*" and a "*GPS locator*" are precisely the features which the TEC singled out in the offer of the Recommended Bidder under the same sub-criterion. The TEC therefore appears to have used features of the Recommended Bidder's offer as the yardstick against which the Objector's offer was measured. This is addressed further under the Third Grievance below.

3. Second Grievance – Marks deducted and awarded without reasons

3.1 Deductions unsupported by any reason

3.1.1 The letter of the 2nd November 2026 states that the Objector would find, in Annex 1, "*the Evaluation Committee's justifications for the scores assigned for each sub-criteria*". However, on a number of sub-criteria the so-called justification identifies no shortcoming whatsoever in the Objector's offer, and yet marks were deducted:

FIRST Under sub-criterion B1(iv) – Safeguarding of Assets, the Objector was allotted 4.5 out of 5 marks. The only justification given is wholly positive: "*Broad operational coverage, including site surveys, tailored SOPs, patrols, access control, evidence preservation, incident review, inventory auditing and weekly*

[10] Tender document, Section 3 (Terms of Reference), Article 4.2.1(xvii).

supervision." No reason is given for the deduction of 0.5 marks.

SECOND Under sub-criterion B2(i) – Temporary Absence of Personnel, the Objector was allotted 4.5 out of 6 marks, a deduction of twenty-five per cent (25%). The only justification given is: *"Detailed notification and escalation procedure"*. Again, this is a positive observation, and no reason is given for the deduction of 1.5 marks.

3.2 Full marks to the Recommended Bidder without reasons

3.2.1 Conversely, the Recommended Bidder was allotted full marks under sub-criteria B1(iii) and B1(iv), being two of the very sub-criteria on which the Objector lost marks, without any justification whatsoever. The Objector is therefore left unable to understand what the Recommended Bidder offered that the Objector did not, and in what respect the Recommended Bidder's offer was considered superior.

3.2.2 An unsuccessful tenderer is entitled to be informed of the characteristics and relative advantages of the tender selected[11]. This is not a formality: without it, the right to an effective remedy is rendered illusory. This Honourable Board has repeatedly emphasised the point, as in its decision delivered on the 27th of March 2017 (Tender of Reference CT 2042/2016, Case No 1040), subsequent to an objection filed by Cherubino Ltd:

> *"In this regard, and as emphasised on numerous occasions, this Board opines that* ***the Contracting Authority should have given the very specific reason for the rejection of the Appellant's offer ..."***
>
> (added emphasis)

[11] Article 55(2)(c) of Directive 2014/24/EU; Article 2a(2) of Directive 89/665/EEC, as amended by Directive 2007/66/EC.

3.2.3 That decision was confirmed by the Court of Appeal (Superior) in the names **Cherubino Limited (C-3677) v. Dipartiment tal-Kuntratti et**[12]. The same reasoning applies, *mutatis mutandis*, where a tender is decided on the basis of marks which are deducted from one bidder and awarded to another without any stated reason, and all the more so where, as in this case, the award turns on a margin of 3.25 marks.

4. **Third Grievance – Unequal treatment of the offers**

4.1 The principle of equal treatment requires that comparable situations are not treated differently. The justifications communicated to the Objector show that the same features were treated differently depending on whose offer they appeared in:

FIRST Replacement and one-hour response. The Objector lost 0.75 marks under B1(ii) because *"a one-hour response is not explicit"*, even though the TEC acknowledged that its standby personnel *"are quantified"*. The Recommended Bidder lost only 0.25 marks under the same sub-criterion, although the TEC found that its *"replacement support is referenced indirectly ... rather than a defined personnel-replacement mechanism"*, and although, under B1(i), the TEC also found that its *"one-hour deployment commitment is not stated as directly as in several other submissions"*.

SECOND Contract-specific resources. Under B2(i), the Recommended Bidder was allotted 5.1 out of 6 marks, even though the TEC noted that its figures *"are company-wide"*, that is, not specific to this contract. The Objector was allotted only 4.5 out of 6 marks under the same sub-criterion, without any shortcoming being identified at all.

[12] Qorti tal-Appell (Sede Superjuri), Cherubino Limited (C-3677) v. Dipartiment tal-Kuntratti et, Rik. Nru. 203/17, deċiża 3 ta' Ottubru 2017

4.2 The justifications further show that the TEC did not assess each offer against the published criteria, but ranked the offers against one another. The Recommended Bidder's offer is described as having the *"most detailed process architecture"* (B1(i)), *"the broadest documented control set"* (B1(ii)) and *"the largest stated backup pool"* (B2(i)), and a shortcoming in its offer is measured against what was stated *"in several other submissions"* (B1(i)). The evaluation grid provides for each offer to be marked against each sub-criterion; it does not provide for a comparative ranking of the offers. Indeed, Clause 6.2 of the Instructions to Tenderers requires each evaluator to award a score for each sub-criterion *"in accordance with the technical criteria and any sub-criteria as outlined in the evaluation grid"*[13], not by reference to the other offers received.

4.3 The effect of this comparative approach is apparent in the Objector's own scores, where marks were deducted for the absence of features (such as GPS verification and multi-source reconciliation under B1(i)) which are not required by the grid but which happen to feature in the Recommended Bidder's offer. An offer cannot be penalised for not replicating a competitor's offer.

5. Fourth Grievance – Irregularities casting doubt on the reliability of the evaluation

5.1 Identical marks by all three evaluators

5.1.1 The score sheets communicated to the Objector show that each of the three evaluators allotted exactly the same mark, on every one of the twenty-three (23) sub-criteria, to both the Objector and the Recommended Bidder; forty-six (46) identical sets of marks in all. This includes fractional marks such as 3.5, 4.25, 4.5, 5.1 and 5.4, and a single, collective justification for each sub-criterion.

5.1.2 It is simply not credible that three evaluators, each assessing the offers independently, would arrive at identical fractional marks on every sub-criterion for both offers. The only reasonable inference is that the marks

[13] Tender document, Section 1 (Instructions to Tenderers), Clause 6.2.

were agreed collectively and then recorded against each evaluator's name, such that there was in substance no independent evaluation by each member of the TEC.

5.1.3 This runs contrary to the evaluation methodology laid down in the Tender itself, which provides that "*each evaluator awards for each criterion/sub-criterion a score*" and that "*the average technical score is arrived at by adding the individual weighted scores of each evaluator divided by the number of evaluators*"[14]. The methodology presupposes three individual and independent assessments. Where, as here, the three sets of marks are identical in every respect, the averaging exercise is meaningless and the safeguard which the Tender built into the evaluation process has been lost.

5.2 Errors and inconsistencies in the communication of the result

5.2.1 The letter of the 2nd November 2026 contains a number of errors and inconsistencies which, in a tender decided on a margin of 3.25 marks, cannot be dismissed as merely clerical:

FIRST Under the formula in Clause 6.2 of the Instructions to Tenderers, the offer with the highest average technical score is awarded the full technical weight of 60 points, and the other offers points in proportion. Yet the column headed "*Technical score in proportion to offer with highest average technical score*", which carries the 60% weighting, records 57.90 for the Recommended Bidder, which is its raw score multiplied by 60%, and 96.63 for the Objector, which exceeds the maximum of 60 available under that column. Neither figure is the product of the formula laid down in the Tender, and the

[14] Tender document, Section 1 (Instructions to Tenderers), Clause 6.2.

overall scores of 100 and 97.98 cannot be derived from the figures shown in the preceding column.

SECOND The table identifies the Recommended Bidder by Tender ID 000246584, which is also the ID on its score sheet, whereas the body of the letter states that the Tender was recommended for award to "*000246161 Signal 8 Security Services Malta Ltd*". It is therefore unclear which offer was evaluated and which offer is being recommended for award.

THIRD The Objector was ranked third, yet no information whatsoever has been provided regarding the offer ranked second, its score, or the reasons for its ranking.

5.2.2 The Objector respectfully submits that these irregularities, taken together, cast serious doubt on the reliability of the entire evaluation, and that the PCRB should order the production of the full evaluation report and of each evaluator's individual score sheets.

6. Refund of the deposit paid

6.1 Without prejudice to any other grievance submitted by the Objector, in view of the lack of reasons provided by the Department of Contracts and/or the Contracting Authority for the marks deducted from the Objector and for the marks awarded to the Recommended Bidder, the Objector was compelled to submit this objection in accordance with Reg. 270 of S.L. 601.03, in an effort to at least obtain the reasons for such scoring.

6.2 This position was also held by the Court of Appeal in a decision in the names of **Borg Bros v. Ministeru għall-Familja u Solidarjeta' Soċjali et.**[15]

> *"... Ovvjament, darba li l-awtorità konċernata ma tatx spjegazzjoni fl-ittra tal-irtirar,* ***min kellu interess kellu jressaq appell quddiem il-Bord biex isir jaf, kif kellu dritt,***

[15] 27 ta' Gunju 2014

> ***x'wassal għall-irtirar, bil-konsegwenza li l-Bord ma kellux jordna t-telf tad-depożitu li sar biex seta' jisma l-appell. ...*** *Darba dan ingħata quddiem il-Bord, u s-soċjetà appellanti kienet ġustifikata titlob spjegazzjoni, ma għandhiex tbati l-ispejjeż tal-proċeduri quddiem il-Bord."*
>
> (added emphasis)

6.3 In view of the aforesaid, and independently of the merits of this appeal, the Objector is hereby respectfully requesting the PCRB to order the refund of the deposit paid, amounting to €861.00.

7. Demands

For the foregoing reasons, and whilst reserving the right to submit further observations and evidence, the Objector respectfully requests that the Public Contracts Review Board:

i. Annuls and revokes the decision to recommend the award of Tender SPD8/2026/064 to Signal 8 Security Services Malta Ltd, as communicated in the letter and in the Award Notice of the 2nd November 2026;

ii. Annuls the evaluation of the technical offers and orders a re-evaluation of the technical offers of the Objector, of the Recommended Bidder and of any other tenderer still in contention, strictly in accordance with the published evaluation grid, by a newly composed Evaluation Committee whose members were not involved in the original evaluation;

iii. Subordinately, orders that the marks deducted from the Objector under sub-criteria B1(i), B1(ii), B1(iii), B1(iv) and B2(i) without valid reason be reinstated, and that the BPQR ranking be recalculated accordingly;

iv. Orders, prior to the hearing of this appeal, the Contracting Authority and/or the Department of Contracts to provide the full evaluation report, including the individual score sheets of each evaluator and the scores and

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justifications of the tenderer ranked second, in terms of Regulations 90(4) and 40 of S.L. 601.03;

v. Orders the refund of the deposit made in conjunction with this appeal, amounting to €861.00;

vi. Gives any appropriate remedy and makes any relevant and necessary declarations in furtherance of the above.

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BOV
Bank of Valletta

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Registration Number: C 2833
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Pay third party

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Transaction details

Payer's name:	VINCI GROUP LIMITED
Payee type:	Corporate Payee
Company name:	Cashier Malta Government
Relation:	Administrative Services
Reason:	Other
Payment details:	SPD 8 2026 064
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:	JF Sec & Con Co1 (EUR) 4002067905 7
Charges should be paid by:	Shared - I pay BOV charges; beneficiary pays the beneficiary bank charges
Amount:	EUR 861.00
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 861.00
Debited amount (excluding charges):	EUR 861.00
Estimated amount to be withdrawn from account:	EUR 862.00
Transaction charge:	EUR 1.00

Transaction result

Status:	Your instructions have been processed successfully.
Transaction ID:	188205199