

SportMalta u l-Kuntrattur tax-Shooting Range - Ftehim

***18518. L-ONOR CARMELO MIFSUD BONNICI** staqsa lill-Ministru għall-Edukazzjoni, l-Isport, iż-Żgħażaġh, ir-Ricerka u l-Innovazzjoni: Jista' l-Ministru jqiegħed fuq il-Mejda tal-Kamra l-ftehim milhuq bonarjament bejn SportMalta u l-kuntrattur tax-Shooting Range u jekk kienx hemm ftehim jew dokument ulterjuri li rriżulta mill-medjazzjoni li seħħet bejniethom?

17/04/2024

ONOR. CLIFTON GRIMA: Ninforma lill-Onor. Interpellant li l-kuntratt u l-addendum qed jitpoġġew fuq il-Mejda tal-Kamra.

Seduta Numru 234

23/04/2024

PQ 18518

MEDIATION AGREEMENT

**Shooting Pit Tunnel, Berm Wall, Metal Canopies, synthetic
Grass**

Spectators' Stand

Roads, Parking Areas and retaining Wall

**5m Berm Wall - Tunnel-Stands -Garages-Water collection-
sleeves**

**Contract Ref. No. CT 5000/17
CT 5000/18**



**Director General Contracts
Department of Contracts
Notre Dame Ravelin
Floriana, FRN1600
Malta**

Bonnici Bros Services Ltd

SportMalta

Perit Valerio Schembri

Department of Contracts:
Mr. Anthony Cachia - Director General Contracts
Department of Contracts
Notre Dame Ravlin
Floriana. FRN1600

(Here in after referred to as "Director of Contracts")

of the one part,

Contracting Authority:
SportMalla

(Here in after referred to as "Contracting Authority")

of the one part,

Contractor:
Bonnici Bros Services Ltd

(Here in after referred to as "Contractor")

of the other part,

The Contracting Authority and the Contractor together referred to as the Parties

Mediator :
Perit Valerio Schembri

(Here in after referred to as "Mediator")

have agreed as follows:

Whereas SportMalta hereinafter referred to as the Contracting Authority, has on the 12th January 2018, 16th January 2018, and 28th November 2017 entered into various negotiated contracts for "Shooting Pit Tunnel, Berm Wall, Metal Canopies, Synthetic Grass; Spectators' Stand; Roads, Parking Areas and Retaining Wall; and Sm Berm Wall-Tunnel Stand Garages-water collection sleeves" (hereinafter referred to as the contract).

Whereas the Contractor forwarded various requests and statements for claims (hereby attached as ANNEX A) to the Contracting Authority.

Whereas the Contracting Authority has alleged, by way of a counter-claim, that the existence of bad workmanship attributable to the Contractor and which alleged bad workmanship renders parts of the Shooting Range not fit for purpose and has instituted legal action to recover, if possible, all non-authorized amounts paid to contractor and highlighted and as suggested by the National Audit Office.

Whereas the mediation seeks to resolve/mediate variations without approval included in ANNEX A and the claims brought forward by the Contracting Authority.

Whereas the parties, in terms of Article 65 of the General Conditions of the contract have asked the Director of Contracts to mediate on the issue in order to reach an amicable settlement between the Parties.

Whereas the parties;

- SportMalta and
- Bonnici Bros Contractors Ltd

agreed to appoint Perit Valerio Schembri, hereinafter referred to as the Mediator, to act as a Mediator

Whereas the Mediator, via e-mail correspondence dated 18th March 2020 (hereby attached as ANNEX C), accepted to act as Mediator and review the requests by the Contractor and the claim by the Contracting Authority, as per terms and conditions of this agreement and the "Procedures for the Mediation Process" hereby attached as ANNEX D.

The "Procedures for the Mediation Process" hereby attached at ANNEX D shall form an integral part of this mediation agreement.

The Contracting Authority, the Contractor, the Mediator and the Director of Contracts jointly agree as follows:

1. The Mediator is to carry out an analysis of the requested amount due including claims as submitted by the Contractor and the claims of bad workmanship and unauthorised payments as alleged by the Contracting Authority.
2. In carrying out the analysis the Mediator must base his advice on the contents of the contract, expected skill and profession and relevant jurisprudence.
3. The parties hereby agree to allow the Mediator access to any information he may deem necessary for the execution of his tasks.
4. The parties shall also provide the Mediator access to the site concerned on condition that the Mediator shall afford the parties reasonable notice of such a request.
5. Any remuneration due to the Mediator shall be paid in equal shares between the Contracting Authority and the Contractor.
6. The parties agree that despite the advice given by the Mediator, the Director of Contracts shall have the final authority to approve or otherwise any variations to the contract which may result from the outcome of the Mediator's report subject of this agreement.
7. The Mediator shall communicate his advice in writing, which shall be reasoned and submitted in terms of this agreement, by not later than ninety (90) days following signing of this mediation agreement as detailed in article 1.4 of ANNEX D. This term may be extended with the parties consent for additional periods for justified reasons.
8. The appointment of the Mediator is a personal appointment. No assignment or subcontracting of the Mediation Agreement is permitted without the prior written agreement of all the parties to it.
9. The Mediator warrants and agrees that he is and shall be impartial and independent of the Contracting Authority and the Contractor and shall act as a faithful advisor to the Director of Contracts. The Mediator shall promptly disclose, to each of the parties any fact or circumstance which might appear inconsistent with his warranty and agreement of impartiality and independence.
10. The Mediator shall:
 - a) have no financial interest or otherwise in the Contracting Authority and the Contractor, nor any financial interest in the Contract except for the role of Mediator as per conditions in this agreement. By financial interest it is understood that Mediator has no pending issues which result in any financial gain, payment of monies to be collected or otherwise from the Contracting Authority or Contractor;

- b) not previously have been employed as a consultant or otherwise by the Contracting Authority and the Contractor except in those instances which have been disclosed to all parties prior to this engagement;
 - c) have disclosed in writing to the Contracting Authority and to the Contractor, that, before entering into this Agreement and to his best knowledge and recollection, any professional or personal relationships with the Contracting Authority, any director, officer or employee of the Contracting Authority or the Contractor and/or any director or employee, past or present, of the Contractor, and any previous involvement in the overall project of which the Contract forms part;
 - d) not give advice to the Contracting Authority, the Contractor, the Contracting Authority's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed Procedures for the Mediation Process;
 - e) ensure his availability for any site visit and hearings as are necessary;
 - f) treat the details of the Contract and all the activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of all the parties to this agreement;
 - g) comply with the "Procedures for the Mediation Process" hereby attached at ANNEX D;
11. The Contracting Authority, the Contractor, the Contracting Authority's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Mediator regarding the Contract, otherwise than in the normal course of the activities included under this agreement, and except to the extent that prior agreement is given by the Contracting Authority and the Contractor. The Contracting Authority and the Contractor shall be responsible for compliance with this provision, by the Contracting Authority's Personnel and the Contractor's Personnel respectively.
12. The Contracting Authority and the Contractor undertake to each other and to the Mediator that the latter shall not, except as otherwise agreed in writing by all parties to this agreement:
- a) be appointed as a Mediator/member in any mediation/arbitration proceedings under the Contract;
 - b) be liable for any claims for anything done or omitted in the discharge or purported discharge of his functions, unless the act or omission is shown to have been in bad faith;
 - c) jointly and severally indemnify and hold the Mediator harmless against and from claims from which the Mediator is relieved from liability under article 12 of ANNEX D;
13. If the Mediator fails to comply with any obligation under this agreement, he shall not be entitled to any fees or expenses.
14. The global fee for the execution of this contract for the Mediator shall be of €10,000.00 (ten thousand Euro) excluding VAT payable as per clause 5 of this agreement which fee shall constitute the sole and only remuneration to the Mediator and shall be payable upon completion of this brief.
15. Following completion of the task the Mediator shall compile a report as per article 7 of ANNEX D and such report shall be submitted to the Director of Contracts. Such report shall be of an advisory nature to the Director of Contracts, addressed to the same Director of Contracts and not binding on the Contracting Authority and the Contractor.
16. Following receipt of the report by the Director of Contracts, the Mediator shall issue the invoices for the service rendered to the Contracting Authority and the Contractor.
17. Once the Mediator has confirmed that payment for his service has been affected, the Director of Contracts will circulate a copy of the report to the Contracting Authority and the Contractor.
18. Any dispute or claim arising out of, or in connection, with this Mediation Agreement, or the breach, termination or invalidity thereof, shall be finally settled by the Courts of Malta
19. This Mediation Agreement shall be governed by the Laws of Malta.

20. The Parties make reference to the civil court proceedings filed by the Contractor numbered 731/20RCM wherein they requested the Civil Court to determine any amount due in virtue of the Contracts awarded to them with reference to the Ta' Kandia Shooting Range, forming the merit of the mediation procedure and to the counter claim filed by the Contracting Authority in view of alleged bad workmanship in the works carried out by the Contractor. The Parties agree, in view of this mediation procedure that they jointly request the Court to grant adjournments up and until these mediations procedures are definitely concluded.
21. This agreement is being made in English in four (4) originals: one for the Director of Contracts, one for the Mediator, one for the Contracting Authority, and one for the Contractor.

Contractor:

Signature:

.....

Signed by:

Gillbert Bonnici.....

In the capacity of:

Director.....

Being fully authorized by and acting on behalf of

Bonnici Bros Services Ltd

Date: *27 - 7 - 2021*.....

Mediator:

Signature:

.....

Signed by:

PERC UNIERO SCHEMBRI.....

In the capacity of:

Being fully authorized by and acting on behalf of

Date: *24.04.2021*.....

Contracting Authority:

Signature:

.....

Signed by:

D. Luciano Zammit.....

In the capacity of:

Chairman.....

Being fully authorized by and acting on behalf of

Date: *21st April 2021*.....

Department of Contracts:

Signature:

.....

Signed by:

ANTHONY CACHIA.....

In the capacity of:

DIRECTOR GENERAL.....

Being fully authorized by and acting on behalf of

DEPARTMENT OF CONTRACTS.....

Date: *10.05.2021*.....

ANNEX A - requests and statements for claims
Claims by Contracting Authority

ANNEX B - requests and statements for claims
Claims by Contractor

ANNEX C - Perit Valerio Schembri, e-mail correspondence dated 18th March 2020, accepting to act
as Mediator

Annex A

Contract Name	Contract Reference	Contract Value (€)	Procurement Procedure	Signature Date	Contract Reference	Contract Value (€)	Contract Value (€)	Contract Value (€)
Bonnici Brothers-1 Shooting Pit Tunnels, Beam Wall, Metal Canopies, Synthetic Grass - Contract #2	SM/CONT/1/2016	€ 1,704,475.81	Negotiated Procedure DOMF/02/2016	12/01/2018	SM/CONT/1/2016	€ 623,433.69	€ 408,786.38	€ 408,786.38
Bonnici Brothers-3 Speakers' Stand	MEDEMFUSM61/2017	€ 47,336.15	Negotiated Procedure DOMF/21/2017	18/01/2018	MEDEMFUSM61/2017	€ 80,108.28	€ 94,070.76	€ 94,070.76
Bonnici Brothers-4 Roads, Parking Areas and Retaining Wall Contract 1 (Approval by DOC of € 1.5 m)	SM 2018/4206-7-8	€ 262,988.70	Negotiated Procedure DOMF/11/2018	12/01/2018	SM 2018/4206-7-8	€ 782,163.46	€ 252,102.31	€ 252,102.31
Bonnici Brothers-5 Negotiated Procedure - 5m Beam Wall - Tunnel Stands - Gargets - water collection - sluices initially estimated at € 2,763,492.68 Net of VAT	MEDEMFUSM60/2017	€ 1,250,277.00	Negotiated Procedure DO MF 13 2017	29/11/2017	MEDEMFUSM60/2017	€ 839,332.39	€ 252,062.72	€ 252,062.72
		€ 5,692,636.32	€ 1,024,674.54	€ 6,717,310.86		€ 2,446,997.01	€ 1,007,012.68	€ 1,007,012.68

ROBERT MUSUMECI

avukat - perit

| 1

RAPPORT TEKNIKU

ROBERT MUSUMECI
avukat - perit

LIL MIN TIKKONĊERNA

<i>Paż</i>	Shooting Range, Ta' Kandja, Siggiewi
<i>Klijent</i>	SportMalta
<i>Referenzja</i>	RM416/20

2

DATA: 23-10-2020

1. INAKRIGU

1.1 Nikteb fi-interess ta' *SportMalta* u dan b'referenza għall-istat attwali li jinsab fih *is-Shooting Range* go Ta' Kandja, Siggiewi (minn Issa l-quddiem Imsejjaħ 'fond');

2. KOSTATAZZIONIJET *IN SITU*

2.1 Wara li nżamm access fl-imsejmi fond nhar il-21 ta' Ottubru 2020, il-perit sottoskritt jinsab f'pożizzjoni li jirrelata s-segweni osservazzjonijiet (ara wkoll Dokument RM23102001 fl-anness, *cioe'* 'Pjanta spjegattiva bir-ritratti');

2.1.1 *Ictu oculi*, il-fsara kienet koncentrata b'mod partikulari fis-segweni ambjentli:

2.1.1.1 Fil-art konsistenti minn terf artifiċjali magħmul minn sensiela ta' strixxi mwasslin ma' xubxin;

2.1.1.2 Fil-kuridur li jinsab sitwat taħt parti mit-terf. Dal-kuridur huwa magħmul minn saqaf konsistenti *in parte* minn strutturi tat-tip "predalle", *in parte* minn

konkos: "cast in-situ", il-ħitan li jiffurmaw dal-kuridur jikkonsistu *in parte* minn kriatan tal-ġebel u *in parte* minn "hollow concrete blocks (HCBS)". *In grossa moda*, dal-ħitan huma miksi jin u mżbughin.

3

2.1.2. Tista' tgħid l-ħsarat kienu jikkonsistu mis-segwenti:

2.1.2.1 Fil-każ tat-terf artifiċjali, deher evidenti li f'diversi postijiet fejn l-istruzzjoni jiffurmaw dan it-terf tblegħdu minn xulxin b'mod konsiderevoli. F'xi postijiet, dan it-terf iżzarrat. Jidher ukoll illi taħt il-levelling material li tpoġġa sottopost it-terf niżel l'isfel bil-konsegwenza li l-livell originali ntilfu. Dan ifisser ukoll li jekk taġmel b'x-xita, huwa ovvju li se jiffurmaw l-ghadajjar f'dawk il-partijiet fejn niżel il-materjal;

2.1.2.2 Fil-każ tal-kuridur li jnsab sitwat taħt parti mit-terf, deher evidenti numru ta' konsenturi, sija fis-soqfa tal-konkos u anke dawk tat-tip "predalle", kif ukoll fil-ħitan u anke fi-art. Bosta minn dawn il-konsenturi jikkonċidu mal-ġonot bejn il-predalli fis-saqaf u ještendu vertikament l'isfel mal-ħitan u jasiu sal-art. Ġew osservati ukoll sinjali ta' ingress ta' ilma mal-ħitan u mas-saqaf ta' dan l-istess kuridur.

2.1.2.3 Fil-każ tat-turġien u l-bankina li mit-triq interna tal-kumpless iwwasiuk għaż-żona fejn hemm it-terf, ġew osservati diversi konsenturi.

3. KONKLUŻJONIJIET

3.1 Il-Perit sottoskritt huwa għaldaqstant tal-opinjoni li l-ħsarat osservati setgħu kienu kkwazati minn diversi fatturi (jew 'combination thereof'), fosthom:

ROBERT MUSUMECI

avukat u perit

3.1.1 *Il-levelling material* li tpoġġa taħt it-terf ma kienx, fi-ewwel lok, ikkumpatjat tajjeb;

3.1.2 L-ambjenti fejn deheru l-konsenturi fil-hitan u s-soqfa tal-kuridur li jinsab sitwat taħt parti mit-terf ma nbnewx djirettament fuq il-blat u, jew blat imsaffi sew u, jew ma nstabx *bearing stratum* adegwat;

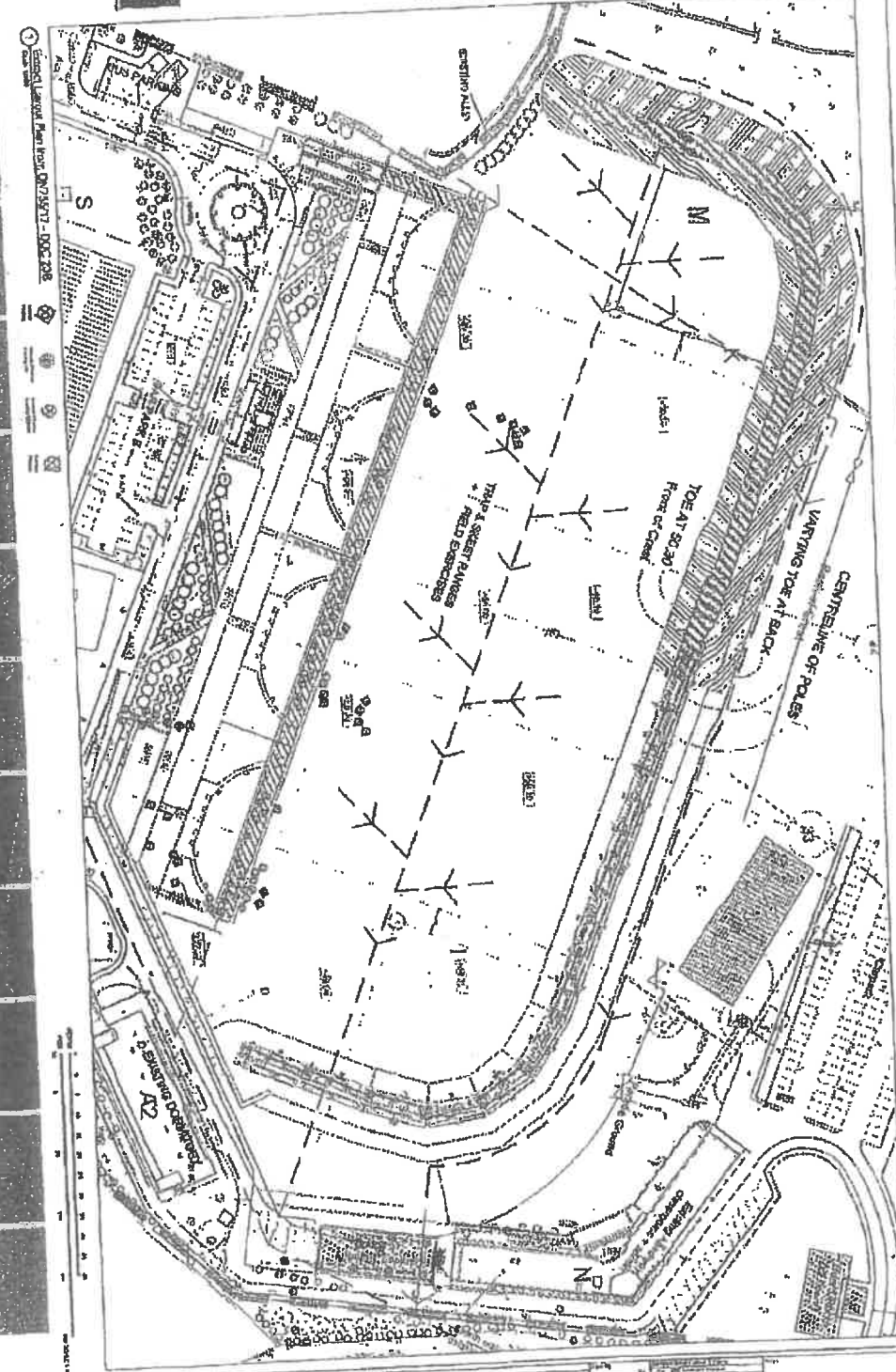
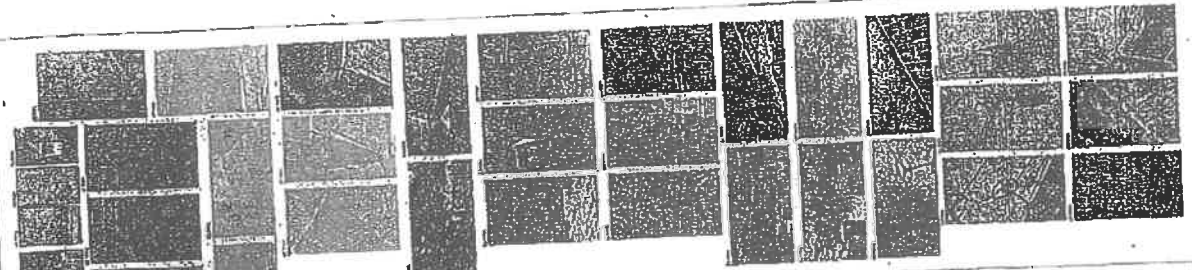
3.1.3 Minhabba l-fatt li l-art tat-terf ma baqghetx livell u allura ntilef il-qlib, l-ilma tax-xlta mhux qiegħed jiskula 'il barra u b'hekk zdieget il-probabilita' li dan l-ilma jippenetra l-materjal taħt it-terf (ukoll bil-konsegwenza li *il-levelling material* sottopost ikompli jirriżel aktar l'isfel maż-żmien u s-sitwazzjoni tirrendi ruħha aktar gravi) kif ukoll fil-kuridur li jinsab taħt l-imsemmija art tat-terf.

Perit Benjamin Vassallo
Dip. PFS (Mell.), B.Sc (Hons) (Mell.), M.Eng Mell.)

ROBERT MUSUMECI
avukat i përft

LISTA TA' DOKUMENTI

- Dokument RM23102001: Pjanta Spjegattiva



COMPTON MUSUMECI
 CIVIL ENGINEERS

Scale: 1" = 100'-0"
 Date: 4/10/20
 Project: [Illegible]

NO.	DESCRIPTION	DATE	BY	CHECKED
1	Issue for Construction	4/10/20	[Illegible]	[Illegible]
2	Issue for [Illegible]	[Illegible]	[Illegible]	[Illegible]

Ta Kandja Shooting Range

Contract	File REF	Paid amount inc Vat	
Main Contract	Retention	116,375.00	
Main Contract	WID 377/2017/6	220,427.49	220,427.49
Main Contract	WID 377/2017/6	430,872.80	430,872.80
Main Contract	WID 377/2017/6	623,428.68	623,428.68
Main Contract	WID 377/2017/6	221,772.31	221,772.31
Main Contract	WID 377/2017/6	90,468.34	90,468.34
Main Contract	WID 377/2017/6	275,659.92	275,659.92
Main Contract	WID 377/2017/6	348,501.28	348,501.28
Main Contract	WID 377/2017/6	2,327,505.82	2,213,130.82
Addendum	Retention	94,559.43	
Addendum	Material on Site	586,670.00	586,670.00
Addendum	WID 377/2017/16	694,366.35	694,366.35
Addendum	WID 377/2017/16	515,592.80	515,592.80
Addendum	WID 377/2017/16	1,891,188.58	1,796,629.15
Retaining Wall		189,795.17	127,631.14
Addendum Retaining Wall	SM2018/4206-7-8	316,094.26	
Parking Area A & B	WID 377/2017/12	271,282.35	271,282.35
Parking Area A & B	WID 377/2017/12	128,709.37	128,709.37
Parking Area A & B	WID 377/2017/12	207,947.60	207,947.60
Parking Area A & B	WID 377/2017/12	209,705.25	209,705.25
Parking Area A & B	WID 377/2017/12	21,981.72	
Parking Area A & B	WID 377/2017/12	21,052.19	
Parking Area A & B	WID 377/2017/12	860,678.48	817,644.57
Farmhouse		105,377.96	
other Work		84,298.96	
M&E Works	Spectators Stand	65,315.27	65,315.27
M&E Works	Spectators Stand	7,257.26	7,257.26
Spectators Stand	MEDE/MPU/SM/61/2017	109,542.12	109,542.12
Spectators Stand	MEDE/MPU/SM/61/2017	21,634.57	21,634.57
Spectators Stand	MEDE/MPU/SM/61/2017	12,585.89	12,585.89
Spectators Stand	MEDE/MPU/SM/61/2017	107,955.24	80,128.36
Spectators Stand	MEDE/MPU/SM/61/2017	324,290.35	296,463.47
		6,099,229.58	5,249,499.15

849,730.43 Pending for Payment

Annex C

Mifsud Jane at MFE

From: Cachia Anthony J at MFIN
Sent: Friday, 20 March 2020 08:41
To: Mifsud Jane at MFIN
Subject: FW: [EXTERNAL] - RE: Mediation Agreement SportsMalta

Follow Up Flag: Follow up
Flag Status: Flagged

Please include in agreement.

Anthony Cachia
Director General (CONTRACTS)
Department of Contracts



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MINISTRY FOR FINANCE AND FINANCIAL SERVICES
NOTRE DAME RAVELIN, FLORIANA, MALTA

From:
Sent: Wednesday, 18 March 2020 21:26
To: Cachia Anthony J at MFIN
Subject: [EXTERNAL] - RE: Mediation Agreement SportsMalta

Dear Mr. Cachia

Thank you for your email as per below.

I confirm that I am ready to accept this assignment and my lump sum fee will amount to € 10,000.00 excluding VAT. My office address is

I thank you in advance for your cooperation.

Kind Regards

Valerio Schembri

From: Cachia Anthony J at MFIN
Sent: 18 March 2020 12:01
To:
Subject: FW: Mediation Agreement SportsMalta

Please provide your office address.

Anthony Cachia
Director General (CONTRACTS)
Department of Contracts



MINISTRY FOR FINANCE AND FINANCIAL SERVICES
NOTRE DAME RAVELIN, FLORIANA, MALTA

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From: Cachia Anthony J at MFIN
Sent: Wednesday, 18 March 2020 12:00
To:
Subject: Mediation Agreement Sportsmaata

Dear Perit,

You have been nominated to act as mediator on the attached claims.

You are kindly requested to state whether you accept such an assignment and you fee preferably as a lump sum.

Regards

Anthony Cachia
Director General (CONTRACTS)
Department of Contracts



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MINISTRY FOR FINANCE AND FINANCIAL SERVICES
NOTRE DAME RAVELIN, FLORIANA, MALTA

ANNEX D - Procedural Rules For The Mediation Process

1. The mediation proceedings shall be deemed to have commenced upon the date of the last signature on the Mediation Agreement as communicated by the Director of Contracts and/or the duly delegated Department of Contracts personnel.
2. The Contracting Authority and the Contractor shall furnish to the Mediator within fifteen (15) calendar days from signature of the agreement, any further documentation and further submissions they wish to make further to the Claims and the Replies, respectively.
3. The Contracting Authority and the Contractor shall furnish to the Mediator within two (2) calendar days from signature of the agreement, the list of witnesses they intend to bring forward to this case. All evidence (from the witnesses) that can be obtained by written means of an affidavit is to be submitted, within fifteen (15) calendar days period as stipulated in Clause 2 of this Annex. Viva voce witnesses, if needed, and cross examination of witnesses, will be summoned according to the sittings determined by the Mediator according to clause 5 hereunder.
4. All communications between the Mediator and the Contracting Authority or the Contractor shall be copied to the other Party.
5. The Mediator may, if he/she so wishes conduct a hearing on the dispute, in which event the Mediator will decide on the date and place for the hearing and may request that written documentation and arguments from the Contracting Authority and the Contractor be presented to it prior to or at the hearing.
6. Except as otherwise agreed in writing by the Director of Contracts, the Contracting Authority, the Contractor and the Mediator shall have the power to adopt an inquisitorial procedure, to refuse admission of hearings or audience at hearings to any persons other than representatives of the Director of Contracts, the Contracting Authority and the Contractor, and to proceed in the absence of any party who he is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised. The Mediator shall deliver its Opinion to the Director of Contracts by not later than ninety (90) days from the signing of this Agreement. However, the Mediator, in carrying out his task, shall follow the rules of natural justice and *audi alteram partem*.
7. The Director of Contracts, the Contracting Authority and the Contractor empower the Mediator, among other things to:
 - a) establish the procedure to be applied in advising the Director of Contracts;
 - b) conduct any hearing as he thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules;
 - c) take the Initiative in ascertaining the facts and matters required for a decision;
 - d) make use of his own specialist knowledge;
 - e) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Contracting Authority and the Contractor, relevant to the review;
8. The Mediator shall refrain as far as possible from expressing any opinions during any hearing concerning the merits of any arguments advanced by the Parties.
9. **Form of the Decision**
 - a) Unless otherwise agreed between the parties, the Mediator may make more than one Decision at different times on different aspects of the matters to be determined. The Mediator may make a Decision relating
 - " to an issue affecting the whole claim, or
 - " to a part only of the claims or Counter Claims submitted to him for decision, and shall also be entitled to make interim and/or interlocutory awards.
 - b) The Mediator shall state the reasons upon which the Decision is based.

- c) Copies of the Decision, shall be in writing and signed by the Mediator.
- d) A Decision is final when both parties agree to it and it settles all or part of the merits of an issue, is susceptible of immediate implementation and is not preparatory to another stage in the proceedings or otherwise has the effect of bringing the proceedings to an end.
10. Settlement or other grounds for termination
- a) The mediation process is considered as finalised should the parties agree on a settlement of the dispute; the parties shall pay the Mediator 50% of the set fee as agreed in clause 14 of the mediation agreement. The Mediator is not obliged to issue a mediation report.
- b) If before the mediation report is submitted, the continuation of the mediation proceedings becomes unnecessary or impossible for any reason, the Mediator shall inform the parties of the intention to issue an order for the termination of the proceedings. The Mediator shall have the power to issue such an order unless a party raises justifiable grounds for objection. In case of such a situation the parties shall pay the Mediator 50% of the set fee as agreed in clause 14 of the mediation agreement. The Mediator is obliged to issue a report detailing the reasons behind the termination of the mediation proceedings.
11. Interpretation and correction of the Mediation Report
- a) Within fifteen (15) days from the receipt of the mediation report, either party, with notice to the other party, may request that the Mediator gives an interpretation or clarifications of the mediation report at no extra cost. The interpretation or clarifications shall be given in writing within thirty (30) days after the receipt of the clarification request. The interpretation or clarifications shall form part of the mediation report, and the provisions of article 15 shall apply.
- b) Within fifteen (15) days from the receipt of the mediation report, either party, with notice to the other party, may request the Mediator to correct in the mediation report any errors in computation, any clerical or typographical errors, or any errors of similar nature at no extra cost. The Mediator may within thirty (30) days after the communication of the mediation report, make such corrections on its own initiative. Such corrections shall be in writing, and the provisions of article 15 shall apply.

END

Mifsud Jane at MFE

From: Gilbert Bonnici
Sent: Tuesday, 04 May 2021 06:36
To: Mifsud Jane at MFE
Cc: John Gauci
Subject: RE: Mediation Agreement - List of witnesses

Follow Up Flag: Follow up
Flag Status: Flagged

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Dear Jane

Please find below

Kevin Borg Brincat
Joe Grech
Cesco Debattista
David Bonnici
Michael Cardona
Claude Mallia
Frank Cachia
Jetron Azzopardi
Jesmar Degabriele
Jimmy Bugeja
George Xuereb
Chris Bonnett
Joe Cassar
Samuel Bonnici
Warren Falzon
Konrad Busuttill
Mark Anthony Debono

Regards
Gilbert Bonnici

From: Mifsud Jane at MFE
Sent: Monday, 3 May 2021 14:49
To: Gilbert Bonnici <
Subject: FW: Mediation Agreement - List of witnesses

Good afternoon Gilbert,

Please note list of witnesses from Sportmalta forwarded to Department of Contracts.

Regards

Jane Mifsud
Procurement Officer
Department of Contracts



MINISTRY FOR FINANCE AND EMPLOYMENT
CONTRACTS DEPARTMENT, NOTRE DAME RAVELIN,
FLORIANA, MALTA

Kindly consider your environmental responsibility before printing this e-mail

From: Cassar Marcon at SportMalta
Sent: Monday, 03 May 2021 13:33
To: Mifsud Jane at MFE
Subject: Mediation Agreement - List of witnesses

Dear Jane,

With reference to our last conversation, pls note that we did not receive a copy of the signed contract yet however I am referring the list of witnesses. Just the same.

Perit David Bonnici, Gilbert Bonnici, Employeess, representatives, archtects, consultants of BBL who worked on the project.
SportMalta representatives amongst which Av. Luciano Busuttii, Mark Cutajar, Denise De Raffaele, Maria Seychell George Xuereb, Joseph Cassar, officials, consultants and employees of Sport Malta.
Av. Christopher Bonnet, Jethron Azzopardi, Frank Cachia and Jesmar Degabriele, Dermot Galea and Jimmy Bugeja. Auditor General, Director of Contracts and their employees within their respective Offices.
Present and past Coaches who followed the project and who make use of the Ta' Kandja Shooting Range.
Architects engaged on the project including Architect Claude Mallia, Warren Falzon, Michael Cardona and quantity surveyors Kevin Borg Brincat and Joseph Grech.
Officials, quantity Surveyors and employees of MITP
Architect Benjamin Vassallo.

Thank you for your assistance.

Regards

Marcon

Marcon Cassar
Procurement
SportMalta | Cottonera Sports Complex, Cottonera Avenue, Cospicua BML 9020



SPORTMALTA

ADDENDUM NO. 1 TO AGREEMENT

**SHOOTING RANGE – Shooting Pit Tunnel, Berm Wall, Metal Canopies,
Synthetic Grass, Spectators' Stand, Parking Areas and Retaining Wall**

Agreement Ref. No: CT5000/17

SportMalta

Bonnici Bros Services Ltd

This Addendum is concluded between:

SPORTMALTA

(herein after called "The Contracting Authority")

on the one part, and

Bonnici Bros Services Ltd

(herein after called "The Contractor")

on the other part,

have agreed as follows:

The provisions of the following Contract Agreements:

1. Tender for the Construction of Berm Wall & Foundations, Shooting Ranges at the new Ta' Kandja Shooting Range, L/O Siggiewi (Ref: MEDE/MPU/SM/60/2017) signed by the Contractor and the Contracting Authority on 21st December 2017;
2. Construction of Parking Areas, Access Road and Retaining Wall at the New Shooting Range at Ta' Kandja, L/O Siggiewi (Ref: SM2018/4206-7-8) signed by the Contractor and the Contracting Authority on 18th March 2018;
3. Tender for the Construction and Finishing of Spectators' Stand at the new Ta' Kandja Shooting Range, Ta' Kandja, Siggiewi using environmental friendly products and practices (Ref: MEDE/MPU/SM/61/2017) signed by the Contractor and the Contracting Authority on 18th March 2018;
4. Construction of Shooting Pit Tunnel, Berm Wall and Shooting Ranges, Canopies and the Installation of Synthetic Grass at the new Shooting Range at Ta' Kandja, L/O Siggiewi (Ref: SM/CONT/01/2018) signed by the Contractor and the Contracting Authority on 18th March 2018;

in addition to the foregoing, the following provisions shall also apply;

- The contents and conclusions of the attached mediation report with the title of Shooting Pit Tunnel, Berm Wall, Metal Canopies, Synthetic Grass, Spectators' Stand, Parking Areas and Retaining Wall, and financial settlement included therein, are hereby being ratified between Bonnici Bros Services Ltd and SportMalta through the signature of this addendum.

Done in English in one original, while a scanned copy of the signed addendum will be sent electronically to the Contracting Authority and Contractor.

Contractor:

Contracting Authority:

.....

.....

Signed by:

Signed by:

MR GILBERT BONNICI

MR MARK CUTAJAR

.....

.....

In the capacity of:

In the capacity of:

DIRECTOR

CHIEF EXECUTIVE OFFICER

.....

.....

Being fully authorised by and acting on behalf of

Being fully authorised by and acting on behalf of

BONNICI BROS SERVICES LTD

SPORTMALTA

.....

.....

Date: 21/10/2023

Date: 25.10.23

