Ministry for the Environment, Energy, and Regeneration of the Grand Harbour

Ref: MEER/25/2024/3

Expression of Interest for the Provision of Children's Activities during the Christmas in the Park Event

Date Published: 11th October 2024

Deadline for Submission: 4th November 2024 at 10.00 am CET/CEST

EOI Opening: 4th November 2024 at 10:30 am CET/CEST

October 2024

1. Introduction

The Ministry for the Environment, Energy, and Regeneration of the Grand Harbour notifies that it is receiving expressions of interest for the provision of children's activities during the *Christmas in the Park* event being held at Salini Park between the 8th and the 22nd of December 2024 at the times indicated in the below table.

Sunday, 8th December, 2024	10:00 am – 8:30 pm
Monday, 9th December, 2024	4:30 pm – 8:30 pm
Tuesday, 10th December, 2024	4:30 pm – 8:30 pm
Wednesday, 11th December, 2024	4:30 pm – 8:30 pm
Thursday, 12th December, 2024	4:30 pm – 8:30 pm
Friday, 13th December, 2024	10:00 am – 8:30 pm
Saturday, 14th December, 2024	10:00 am – 8:30 pm
Sunday, 15th December, 2024	10:00 am – 8:30 pm
Monday, 16th December, 2024	4:30 pm – 8:30 pm
Tuesday, 17th December, 2024	4:30 pm – 8:30 pm
Wednesday, 18th December, 2024	4:30 pm – 8:30 pm
Thursday, 19th December, 2024	4:30 pm – 8:30 pm
Friday, 20th December, 2024	4:30 pm – 8:30 pm
Saturday, 21st December, 2024	10:00 am – 8:30 pm
Sunday, 22nd December, 2024	10:00 am – 8:30 pm

Therefore, the MEER is inviting prospective economic operators to express their interest in participating by providing children's activities to the attendees during the above-mentioned event by applying in terms of this Expression of Interest.

2. Instructions to Prospective Economic Operators

2.1 General Instructions

1. In submitting an offer, the prospective economic operators accept in full and in its entirety, the content of this Expression of Interest, including any subsequent clarifications issued by the MEER, irrespective of any conditions that the said economic operators might include in their own submissions.

2. Prospective economic operators are expected to examine carefully and comply with all the instructions, requirements, and terms and conditions contained in this Expression of Interest.

3. Prospective economic operators are to duly fill in, endorse, and submit the Application Form contained in Annex 2 of this Expression of Interest together with the required supporting documentation. Failure to submit an offer containing all the required information and documentation within the deadline specified herein may lead to the rejection of the offer. Offers containing incorrect information and/or missing the necessary supporting documentation would automatically be rendered invalid and would not be considered any further.

4. Prospective economic operators are to ensure that the contact details they give in the Application Form pertain to the person who, if successful, shall enter into an agreement with the MEER for the provision of lots for children's activities during the *Christmas in the Park* event.

5. In submitting an application, economic operators undertake that their offer shall remain valid for a period of sixty (60) days from the submission deadline indicated in Section 2.2 below.

2.2. Timetable

Expression of Interest for participation opens on:	**Friday 11th October 2024**
Clarification requests may be submitted via email by **not later than:**	**Friday 25th October 2024**
Applications are to be submitted via email by **not later than**:	**Monday 4th November 2024 at 10:00 am CET/CEST**
Opening of offers:	**Monday 4th November 2024 at 10:30 am CET/CEST**
Award Stage: *The winning bidder will be notified by the end of the day on Friday the 8th of November 2024.*	**Friday 8th November 2024**

Any clarification requests and/or completed applications need to be submitted via email at the following address: infoscu.meer@gov.mt indicating the following text in the subject field: *Expression of Interest for the Provision of Children's Activities during the Christmas in the Park Event.*

The opening schedule shall be affixed on the notice board of the MEER in the order of how the applications were received. Only the name of the economic operator who submitted an offer under this Expression of Interest shall be displayed on the said opening schedule; no prices shall be listed on such schedule.

Late and/or incomplete applications will not be considered.

2.3 Requirements

1. Each economic operator will only be eligible for the provision of **one (1) stall** during the *Christmas in the Park* event.

2. Each economic operator may bid for more than **one (1) lot up to a maximum of three (3) lots.**

3. The submission is to include all of the following:

    a. A duly filled in and signed Application Form and Declaration (Annex 2);
    b. List of children's activities/services including a description of the type of services/activities proposed during the event;
    c. Photos of children's activities/services;
    d. Itemised price list;
    e. Photos/sketch illustrating the stall/activity indicating the size and dimensions of the stall/activity, as well as any extensions and/or additions to the stall areas such as tables/chairs;
    f. VAT Certificate (if Applicable);
    g. Health and Safety Risk Assessment (if Applicable) and;
    h. Checklist (Annex 3).

Should one or more of the above requirements and/or fields be missing and/or incomplete, the submission shall automatically be rendered invalid and will not be considered further.

2.4 Selection and Evaluation

Each submission will be treated in strict confidence by the selection board and evaluated as per the below evaluation criteria:

Evaluation Criteria	Marks	Required
Appropriateness of the list mentioned in Section 2.3(3)(b) above to the event.	20	**Mandatory**
Avoidance of polluting items during activities such as microplastics.	20	**Mandatory**
Price of games and activities *(Preference shall be given to the cheapest activities/services)*	20	**Mandatory**
The prospective participant has all the necessary permits and licenses to sell/trade.	20	**Mandatory**
Prospective participant is available throughout the fifteen (15) days of the event. Interested bidders who are not available for all the fifteen (15) days of the event may also submit an application but it will be subject to the MEER's final decision. *(Should the economic operator be unavailable on one of the applied dates, a replacement must be provided to attend the stall)*	20	**Mandatory**

Pass mark: 60

Total marks: 100

Spaces will be awarded according to the logistical requirements set up by the MEER for the event. Some vendors may be put on a reserve list and contacted at a later date.

The MEER reserves the right to select and/or reject any or all of the submitted offers or to select multiple submissions as necessary to fulfill the needs outlined in this Expression of Interest document. Should none of the submissions be considered satisfactory, the MEER reserves the right to assign the designated stalls to other vendors who were not necessarily involved in this Expression of Interest. The decision of the MEER in this regard is final and binding.

Any vendors who fail to attend the committed dates will incur a penalty of **€15 per day.**

3. Terms and Conditions

3.1 Products

1. The MEER is seeking offers from vendors who can match, with their offer, the ambience, and quality of the *Christmas in the Park* event.

2. Offers should include a selection of Christmas-themed activities.

3. Each stand must clearly display a list of prices, at all times, for each children's service/activity in a prominent area where it is easily viewable by the public. The prices offered should reflect the current market practices.

4. The economic operators must only perform activities as approved by the MEER and shall abide by the instructions given by the MEER, before, during, and/or after the event as well as comply with all the regulations that may be in force at the time.

5. The economic operators must ensure that on the day of the event, all staff is wearing clean and adequate clothing.

6. The economic operators must also ensure that the stall is set up to complement the surroundings which might include sustainable Christmas decorations in a neat and attractive manner with no visible advertisements and/or branding, except for the name of the stall. The MEER reserves the right to request adjustments to the set-up of the stall.

7. The vendors must comply with the MEER's policy as given below:

    a. Packaging should be kept at a minimum and no products having unnecessary packaging shall be used and/or promoted, and

    b. All waste should be disposed of properly and responsibly in the separation bins available at the location.

3.2 Application Fee and Performance Guarantee

The economic operator shall be liable to an application fee with respect to the lot/s he/she/it bids for. As such, applications will not be accepted, and will not be considered, if the application fee, as defined in the table contained in Annex 1 of this Expression of Interest, is not submitted together with the application. The said application fee will only be refunded if the bidder is not chosen to participate in the event and/or the event is cancelled.

Furthermore, as soon as the MEER accepts the economic operator's offer, the same economic operator must submit a performance guarantee of **one hundred** euros (**€100**) which shall only be refunded at the end of the event less any penalties incurred, subject to adherence to all the terms and conditions of this Expression of Interest. This performance guarantee shall be paid in either **cash or cheque only, by hand** at our offices in Santa Venera. The economic operator shall pay the aforementioned performance guarantee to the MEER strictly within five (5) working days of the MEER's notification of acceptance. If payment of the said performance guarantee is not affected within the said five (5) working days, the MEER reserves the right to disqualify the economic operator's offer and award the Expression of Interest to other economic operator/s.

The above-mentioned application fee and the performance guarantee shall be paid using any of the below payment methods:

- Cash payable at the PS Offices, Finance Unit, 6, Qormi Road St. Venera – Room 2 First Floor;
- Cheques addressed to the Ministry for The Environment, Energy and Regeneration of the Grand Harbour sent/delivered to SCU PS Offices, Finance Unit, 6, Qormi Road St. Venera;
- Bank transfer including the below details:
    - IBAN - MT55MALT011000040001EURCMG5001H
    - BIC - MALTMTMT
    - Bank - Central Bank of Malta
    - Narrative - MEER Dept 41

In the case of a bank transfer, kindly send a screenshot, remittance advice, or confirmation by email to infoscu.meer@gov.mt confirming that the payment has been affected.

3.3 Set-Up and Dismantling

1. The successful vendors must set up in the spaces indicated and agreed upon with the MEER and must strictly not exceed the boundaries of the indicated spaces.

2. The stall shall be **set up and manned at least one (1) hour before**, no vehicle/machinery will be allowed to enter the area after the event has started; stalls can only be dismantled after the times given in the table contained in Section 1 above.

3. It is not permissible to leave any parked commercial vehicles and/or machinery in the allocated spaces.

4. It is the responsibility of the vendors to ensure that proper clean-up procedures are implemented.

5. Every vendor must provide its own equipment and materials. Electrical supply will be provided by the MEER for the operation of the stalls.
6. The successful vendors must provide their own bins and bags to dispose of the waste generated during the event. Such waste is within the responsibility of the vendors and must be taken care of as needed. The vendors must provide recycling bins, organic bins, and bins for general waste.
7. Any type of waste is to be collected and disposed of by the vendors in accordance with local environmental regulations.
8. Upon request, the MEER can provide a nearby space for storage.

3.3 Permits and Licences

1. The selected vendor/s shall conform to all the applicable legislation including the local health and safety regulations, any licenses and/or permits required to sell/trade and all the regulations that may be in force at the time. The MEER reserves the right to request the vendors to provide specific documentation including any required licenses and/or permits. Failure to provide any requested documentation may lead to the automatic forfeiture of the contract by the selected vendor/s and the MEER shall have no obligation whatsoever vis-à-vis the same vendor/s.

3.4 General Provisions

1. If the selected economic operator/s is/are found to be in breach of the abovementioned terms and conditions, the MEER and/or other competent local authorities may request it/them to close the stall and discontinue the sales with immediate effect. In such an event, the said economic operator/s will not be entitled to any compensation and shall be liable to settle any fines incurred by the competent local authorities. Any court proceedings resulting from any such breach/es shall be entirely borne by the economic operator/s concerned.

2. The selected economic operator/s shall have in place all the necessary insurance policies including public liability, which covers any form of risks including damage, loss, bodily harm, and/or death in relation to third parties. The MEER shall not accept any liability whatsoever in any legal dispute because of the economic operators/s actions/omissions during the event. A copy of a valid public liability insurance policy shall be submitted to the MEER upon contract endorsement. Failure to provide such documentation upon contract endorsement shall lead to the automatic forfeiture of the contract by the selected economic operator/s and the MEER shall have no obligation whatsoever vis-à-vis the same economic operator/s.

3. The MEER reserves the right to terminate the contract at any time and shall in so doing, not be necessarily obliged to provide a reason for the termination.

4. All Maltese Laws relevant to the activity must be observed by the selected economic operator.

5. The MEER shall not be held responsible, under no circumstances, for any damage and/or theft that may occur including any penalties issued to the economic operator by any competent authority during the event.

Annex 1: List of Lots and their Respective Application Fee

Lot	Stall	Minimum Stall Requirements	Application Fee *(A one-time application fee confirming attendance for the entire event)*
1	**Amusement Rides and Activities**	➢ These activities will be situated in Salini Park in Area C*. ➢ These activities may include but are not limited to bouncy castles, trains, trampolines, ring toss, shoot and aim, duck pond, merry-go-round and Ferris wheel. ➢ The list of services/activities will need to be approved by MEER during the adjudication phase. ➢ Applicants will not be permitted to provide services/activities listed within another lot unless the applicant bids and is successful in that other specific lot.	**€150 for one activity** ***An additional €50 charge will apply for each additional activity that is applied for by the bidder***
2	**Face Painting**	➢ The Stall will be situated in Salini Park in Area C*. ➢ The list of services/activities will need to be approved by MEER during the adjudication phase. ➢ Applicants will not be permitted to provide services/activities listed within another lot unless the applicant bids and is successful in that other specific lot.	**€50**
3	**Sand Crafts**	➢ The Stall will be situated in Salini Park in Area C*. ➢ The list of services/activities will need to be approved by MEER during the adjudication phase. ➢ Applicants will not be permitted to provide services/activities listed within another lot unless the applicant bids and is successful in that other specific lot.	**€50**

4	**Games, Plush Toys and more**	➢ These activities will be situated in Salini Park in Area C*. ➢ The list of services/activities will need to be approved by MEER during the adjudication phase. ➢ Applicants will not be permitted to provide services/activities listed within another lot unless the applicant bids and is successful in that other specific lot.	**€50**
5	**Tuff Trays**	➢ This activity will be situated in Salini Park in Area C*. ➢ The list of services/activities will need to be approved by MEER during the adjudication phase. ➢ Applicants will not be permitted to provide services/activities listed within another lot unless the applicant bids and is successful in that other specific lot.	**€50**
6	**Canvas Painting**	➢ This activity will be situated in Salini Park in Area C*. ➢ The list of services/activities will need to be approved by MEER during the adjudication phase. ➢ Applicants will not be permitted to provide services/activities listed within another lot unless the applicant bids and is successful in that other specific lot.	**€50**

***Should any participants have any items which are not included in the above table, participants are to provide the MEER with a list of such items which they wish to participate with so that the MEER can evaluate such items accordingly. An application fee of €50 will still be applicable for this lot.**

*Approximate location of Area C.



Area C

1) Area for Children's Activities
2) Illuminated Pathway

Annex 2: Application Form and Declaration

Expression of Interest for the Provision of Children's Activities during the Christmas in the Park Event

Application Form and Declaration

Applicant's Details

Name	
Surname	
Address	
ID Card Number	
Mobile Number	
Email Address	
VAT Number	
Name of Company (if applicable)	
Company's Contact Number (if applicable)	

Declaration

I / We hereby agree to abide by all the terms and conditions contained in the ***Expression of Interest for the Provision of Children's Activities during the Christmas in the Park Event.***

I / We hereby declare that I do not fall under any of the grounds listed under Part VI of LN 352/2016 – Exclusion Grounds.

I / We declare that no subcontracting in connection with this Expression of Interest shall take place unless the prior written consent of the MEER is obtained. I / We shall be solely responsible for the execution of the contract and for the delivery of the service as requested by the MEER in accordance with the terms and conditions of this Expression of Interest. The MEER reserves the right to request additional documentation and justification for subcontracting requests and may at its discretion accept or reject such requests.

I / We shall pay the Application Fee to the MEER upon submission of this Application. If the Application Fee is not submitted together with this Application, the MEER shall not consider this Application.

I / We bind myself/ourselves to be responsible for the allocated area and shall not assign this area to a third party not mentioned in the application, to take over in my / our name or in the name of my / our company.

I /We accept all the conditions contained in this Expression of Interest in their totality.

I/We declare that I/We have all the necessary permits and licenses to sell/trade, and that I/We declare that I/We are available throughout the ten (10) days of the event.

I / We declare that all information and documentation submitted as part of this Expression of Interest are true and correct. The submission shall automatically be rendered invalid and will not be considered further if any information provided is incorrect, inaccurate and/or false. In case of false declarations and/or documentation, the MEER reserves the right to instigate legal proceedings against the vendors.

_____

Name and Surname of Applicant (In Block Letters)

_____

Signature of Applicant

_____

Date

Annex 3: Checklist

The vendor confirms that he/she/it has submitted the following as part of the submission:

1. Application Form and Declaration (Annex 2).
2. List of children's services/activities to be performed;
3. Itemised price list;
4. Photos of Children's Services/Activities;
5. Photos/sketch illustrating the stall indicating the size and dimensions of the stall/activity, as well as any extensions and/or additions to the stall areas such as tables/chairs;
6. VAT Certificate (if Applicable);
7. Health and Safety Risk Assessment (if Applicable); and
8. This Checklist Annex 3.

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Signature of Applicant

_____

Date