**REFERENCE NUMBER:** **KF01/2024**

# REQUEST FOR PARTICIPATION FOR THE ADMINISTRATION OF DRINKS STALLS WITHIN COTTONERA'S EVENT FOR NEW YEAR'S EVE 2024

| | | |
|---|---|---|
| **Date Published:** | **18th November 2024** | |
| **Submission and Opening:** | **16th December 2024** | **at 09:30am CEST** |

**Kottonera Foundation**
**24 Victory Street, Senglea ISL 1166,**
**Malta**
**Telephone (356 25584300)**
**Email: info.kf@kottonera.mt**

# REQUEST FOR PARTICIPATION FOR THE ADMINISTRATION OF DRINKS STALLS WITHIN COTTONERA'S EVENT FOR NEW YEAR'S EVE 2024

## Table of Contents

SECTION 1 – INFORMATION TO TENDERERS ……3
SECTION 2 - OBLIATION OF THE CONTRACTOR …… 10
SECTION 3 – EXTRACTS FROM THE CONCESSIONS REGULATIONS..... 122
SECTION 4 – TERMS OF REFERENCE ..... 144

# SECTION 1 – INFORMATION TO TENDERERS

## *1. General Instructions*

1.1 In submitting an offer, the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Contracting Authority (CA), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document.

**No account can be taken of any reservation in the tender in respect of the procurement documents; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.**

1.2 The subject of this concession document is the administration of Drinks stalls within the Cottonera New Year's Eve Event which will happen Triq Ix-Xatt Ta' Bormla/ Triq it-8 ta' Dicembru (between Bormla and Birgu road).

1.3 The event will be held on Tuesday 31st December 2024

1.4 It is estimated an attendance of around 5000 people.

1.5 The Contracting Authority for this call is the Kottonera Foundation (KF).

1.6 This Concession is not divided into lots. The Tenderers' offer is to cover the three allotted spaces indicated on the map.

1.7 Tenderers are to submit only one bid. Multiple bids are not accepted for this concession. In case of more than one bid from the same tenderer only the highest offer will be taken in consideration, whilst the other bid/s will be disqualified.

1.8 All tenders must be received by date and time indicated in the timetable at Clause 2 and deposited in the tender box at the Kottonera Foundation's premises at 24, Victory Street, Senglea ISL 1166.

All offers must be presented in a sealed envelope and include the following information:
(i) the above address;
(ii) the reference of the invitation to tender (KF01/2024)
(iii) the name of the tenderer.

The tender offer shall consist of the following forms/certificate filled in and signed;

1. **Form A:** Confirmation that the bidder does not fall under any of the grounds listed under Part VI of LN352/2016 concerning exclusion grounds including blacklisting;
2. **Form B:** Details of bidder (including a copy of the VAT registration certificate);
3. **Form C**: Declaration as regards the terms of reference and the contractual obligations;
4. **Form D**: The Financial offer.

1.9 The estimated Concession Value for this concession contract (total estimated turnover of Contractor for this event) is €8000 exc VAT. These estimates have been made in good faith and the Contracting Authority shall not be held responsible for its correctness.

2. ***Timetable***

| | | |
|---|---|---|
| Publication date | 18th November 24 | |
| Deadline for request for any additional information from the Contracting Authority: | 2nd December 24 | 12:00 hrs |
| Last date on which additional information can be issued by the Contracting Authority | 7nd December 24 | 12:00 hrs |
| Deadline for Submission of tenders (unless otherwise modified) | 16th December 24 | 09:30 hrs |
| Tender Opening Session | 16th December 24 | 10:00 hrs |
| All times Central European Time (CET) | | |

***3. Financing***

3.1 The Contractor shall finance this contract and no costs whatsoever shall be borne by the Contracting Authority.

**4.Selection and Award Requirements**

In order to be considered eligible for the award of the contract, Economic Operators must provide evidence that they meet or exceed certain minimum criteria described hereunder.

**(A) Eligibility Criteria**

(i) Form A: Confirmation that the bidder does not fall under any of the grounds listed under Part VI of LN352/2016 concerning exclusion grounds including blacklisting;

(ii) Form B Detail of Bidder including a copy of the VAT registration certificate is to be included with the offer.

**(C) Technical Specifications**

(i) Form C: Declaration as regards the terms of reference and the Contractual obligations

**(D) Financial Offer**

(i) **Form D: Financial offer**

Offers shall satisfy at least the minimum financial offer of **€800** requested by the Contracting Authority. Offers less than the amounts indicated will not be considered.

The awarded contractor shall submit a 50% payment of his quoted offer upon award, and the remaining 50% on the day of the event

**6. Criteria for Award**

6.1 The contract will be awarded to the tenderer who has submitted the highest total concession fee offered (not less than €800), satisfying the administrative and technical criteria.

**7. Contract Signing**

7.1 The successful bidder shall, within (1) one week of receipt of the final Concession Agreement, sign and date the Concession Agreement and present a cheque of €100 euro which will serve as bidder's security against default of the contractual obligations (performance guarantee).

7.2 If the successful candidate fails to sign the Concession Agreement, other required documentation, and present the Performance Guarantee within the prescribed (1) one week, the Contracting Authority may consider the bid as withdrawn.

7.3 Only the signed Concession Agreement duly signed by both parties will constitute an official commitment on the part of the Contracting Authority, and in its absence the participation of the recommended bidder in this year's Event cannot take effect.

**8. Tender Security (Performance guarantee)**

8.1 The recommended bidder shall provide with the contract a cheque of €100 euro which will serve as contractor's security against default of the contractual obligations. The Contract will not be endorsed by the Contracting Authority until this security is provided. The cheque will be returned to the Contractor within 1 week from the date of the event once is has been ascertained that the contractor has complied with all the obligations of the contract. In case of the default the Contracting Authority will cash the cheque to cover for the expenses incurred.

**9. Content of Concession Document**

9.1 Bidders bear sole liability for examining with appropriate care the procurement documents, and any clarification notes to the procurement documents issued during the tendering period, and for obtaining reliable information with respect to conditions and obligations that may in any way affect the amount or nature of the concession. In the event that the bidder is successful, no claim for alteration of the contract value will be entertained on the grounds of error or omissions in the obligations described above.

9.2 The bidder must provide all information and documents required by the provisions of this concession document. All such documents, without exception, must comply strictly with the conditions and provisions and contain no alterations made by the bidder.

**10. Explanations/Clarification Notes concerning procurement documents**

10.1 Economic operators may submit questions in writing to the Contracting Authority through the email address info.kf@kottonera.mt and within the timeframes as detailed in Clause 2 above. The contracting authority must reply to all Economic Operators' questions, and apply any necessary corrections to the procurement documents by publishing clarification notes, as well as issue corrigenda to the procurement document. Clarifications received by other means will not be taken into consideration.

11. Concession fee and currencies

11.1 Before submitting their offer, bidders are to ensure its correctness and completeness and to have taken account of all that is required for the full and proper performance of the contract, and to have taken into consideration all costs.

11.2 The currency of this concession is the Euro (€). Offers are to be submitted up to two (2) decimal points.

11.3 The minimum Concession fee shall not be less than €800.

**12. Period of Validity of Concessions**

12.1 Offers must remain valid for a period of 30 days after the deadline for submission of concessions indicated in the contract notice and in this procurement document. Any economic operator who quotes a shorter validity period will be rejected.

**13. Submitting an offer**

13.1 Offers must be submitted in a sealed envelope and put in a closed box which will be found at the Kottonera Foundation's premises at 24, Victory Street, Senglea ISL 1166. Submissions will be received from Monday to Friday between 10am – 1pm.

**14. Extension of Deadline for Submission of Offers**

14.1 The Contracting Authority may, at its own discretion, extend the deadline for submission of offers to give bidders sufficient time to take clarification notes into account when preparing their offers. Such extension will be communicated through the issuing of a clarification note. In such cases, all rights and obligations of the Contracting Authority and the regarding the original date specified in the contract notice will be subject to the new date.

**15. Late offers**

15.1 Late offers will not be accepted once the deadline for submission of offers has expired.

**16. Opening of bids**

16.1 Bids shall be opened in a public session at the Kottonera foundation, 24 Victory Street,Senglea on the date and time indicated in the timetable at Clause 2 above (or as otherwise modified).

At the concession opening session, the ' names, the bid's ID, and, the concession fee will be published on the Foundation's notice board.

**17. Bids Evaluation Process**

The evaluation process is to follow the process established hereunder:

Part 1: Review of Eligibility of

The Evaluation Committee will check the compliance of the concession submissions with the instructions given in the procurement documents that is, that the bidder is not blacklisted and that he is registered with the VAT Department.

Part 3: Technical Compliance

The Evaluation Committee will check that the bidder has endorsed Form C; Declaration on Agreement of the Terms of Reference and of the Contractual Obligations **without any reservations**.

Part 4: Financial Evaluation

Submissions which have qualified under Part 3 shall have their financial offer evaluated and the highest bid shall be recommended for award. In the eventuality all offers received are below € 800 the Contracting Authority, in its absolute discretion, may consider requesting all the administratively compliant bidders to increase their financial bid.

The Contracting authority may cancel the process if the highest concession fee is less than € 800.

**19. Right of the Contraction Authority to Accept or Reject any Concession**

19.1 The Contracting Authority reserves the right to accept or reject any bid and/or to cancel the whole concession procedure before and after the closing established for the submission of the concession and/or reject all offers. The Contracting Authority reserves the right to initiate a new invitation to concession.

19.2 In the event of a concession procedure's cancellation, will be notified by the Contracting Authority.

19.3 Cancellation may occur where:

(a) The tendering procedure has been unsuccessful, namely where no qualitatively or financially worthwhile bid has been received or there has been no response at all;
(b) the economic or technical parameters of the project have been fundamentally altered;
(c) the event is cancelled
(d) there have been irregularities in the procedure, in particular where these have prevented fair competition;
(f) the concession fee is less than € 800

**In no circumstances will the Contracting Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a concession.**

**20. Notification of Award, Contract Clarifications**

20.1 Prior to the expiration of the period of validity of concessions, the Contracting Authority will notify the successful bidder in writing, that their concession has been recommended for award, pending any appeal being lodged in terms of the Concessions Regulations.

20.2 Unsuccessful shall be notified with the outcome of the evaluation process, and will be provided the following information:

(i) the name of the successful bidder;
(ii) the recommended price of the successful bidder;
(iii) the deadline for filing a notice of objection (appeal);
(vi) the deposit required if lodging an appeal.

**21. Contract Signing and Performance Guarantee**

21.1 After the lapse of the appeals period, and pending that no objections have been received and/or upheld, the successful bidder is obliged to accept the contract within two (2) working days from when they are notified to do so. If the recommended bidder fails to comply with this obligation the Contracting Authority can revoke the award and recommend the next bidder. If the bidder fails to accept the offer the Economic Operator shall be liable for the payment of any difference between their offer and the awarded offer.

21.2 The recommended bidder shall, within one (1) week of receipt of the contract, sign and date the contract and return it together with a cheque for a security of €100.

21.3 If the selected bidder fails to sign and return the contract, and any guarantees required within the prescribed periods, the Contracting Authority may consider the acceptance of the concession to be cancelled without prejudice to the Contracting Authority's right to claim compensation or pursue any other remedy in respect of such failure, and the successful bidder will have no claim whatsoever on the Contracting Authority. The bidder may be liable for the payment of damages which shall be equal to any difference between the price submitted by them and the price submitted by the awarded offer.

**22. Ethics Clauses**

22.1 Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the outcome of the procurement procedure during the process of examining, clarifying, evaluating, comparing and the recommendation leading to the award or cancellation of concessions will result in the rejection of their candidacy or concession and may result in administrative penalties.

22.2 Unless otherwise provided for in the procurement documents, when putting forward a candidacy of concession, the bidder must declare that he is affected by no potential conflict of interest, and that he has no particular link with other contractor or parties involved in the project. A false declaration shall lead to the disqualification of the bidder to be excluded from the award of that

particular concession unless such a conflict of interest cannot be remedied by a less intrusive manner.

22.3 The contractor shall refrain from any relationship likely to compromise his independence or that of their staff. If the contractor ceases to be independent, the Contracting Authority may, regardless of injury, exclude the contractor without further notice and without the contractor having any claim to compensation.

**23. Data Protection and Freedom of Information**

23.1 Any personal data submitted in the framework of the procurement procedure and/or subsequently included in the contract shall be processed pursuant to the Data Protection Act (2001). It shall be processed solely for the purposes of the performance, management and follow-up of the procurement procedure and/or subsequent contract by the Central Government Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.

23.2 The provisions of the concession are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). Unless otherwise provided in the Public Procurement Regulations, the Contracting Authority, prior to disclosure of any information to a third party in relation to any provisions of this concession which have not yet been made public, shall consult the contractor 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 Contracting Authority in terms of the Act.

**24. Gender Equality**

In carrying out his/her obligation in pursuance of this contract, the contractor shall ensure the application of the principle of gender equality and shall thus 'inter alia' refrain from discriminating on the grounds of gender, marital status or family responsibilities. Contractors are to ensure that these principles are manifest in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document, words importing one gender shall also include the other gender.

**25. No Canvassing and No Collusion**

Any bidder who directly canvasses any member or official of the Contracting Authority in connection with the Project shall be disqualified.

# SECTION 2 – OBLIGATIONS OF THE CONTRACTOR

**1. Payments**

Offers shall satisfy at least the minimum financial offer of **€800** Euros requested by the Contracting Authority. The awarded bidder shall submit a 50% payment of his quoted offer upon award, and the remaining 50% not later than 23rd December at 12:00.

**2. Sub-contracting**

The contractor may not assign any or part of this agreement or any of the rights and obligations entered into, to third party without the written consent of the Contracting Authority.

**3. National Legislation**

The Contractor shall be bound to conform and comply with Chapter 424 of The Laws of Malta (Occupational Health and Safety Authority Act 2000) and to all regulations/legal notices that form part of this Act, as well as any other national legislation, regulations, standards, and/or codes of practice, in effect during the execution of the contract, regarding health and safety issues as they apply for the Contractor's particular operating situation and nature of work activities.

**4. Insurance**

4.1 The Kottonera Foundation (KF) shall not be held responsible for any damage or theft that may occur on the stall operator's equipment, the stall itself and / or any other property that belongs to the stall operator.

**5. Termination of Concession**

This contract shall terminate automatically if it has not given rise to the concession fee within the due date.

In addition, the Contracting Authority, may terminate the contract after giving seven (7) days' notice to the Contractor in any of the following cases:

(a) the Contractor fails to carry out its obligations under the contract;
(b) the Contractor fails to comply within a reasonable time with the notice given by the Contracting Authority requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely execution of the services;
(c) the Contractor refuses or neglects to carry out administrative orders given by the Contracting Authority;
(d) the Contractor has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;

**6. Notices and written communcations**

Any communication following award of contract shall be with:

Kottonera Foundation,
24, Victory Street,
Senglea ISL1166, Malta
Email: info.kf@kottonera.mt

All communications must be in the English language.

**7. Execution of the Contract**

7.1 This contract shall commence on the date of signing of contract.

7.2 The execution of the contract shall be on the specific date, being the 31st December 2024.

# SECTION 3 – EXTRACTS FROM THE CONCESSIONS REGULATIONS

PART V: Appeals from decisions taken after the closing date for the submissions of an offer

**106.** Any tenderer, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.

**107.** The objection shall be filed within ten calendar days following the date on which the contracting authority or the contracting entity by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

**108.** The communication to each candidate of the proposed award or of the cancellation of the call shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

**109.** The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent of the estimated value set by the contracting authority or the contracting entity of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the contracting authority for each lot submitted by the tenderer, provided that in no case shall the deposit be less than one hundred euro (€100) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

**110.** The Secretary of the Public Contracts Review Board shall immediately notify the Director and the contracting authority or the contracting entity that an objection had been filed with his authority thereby immediately suspending the award procedure.

**111.** The contracting authority or the contracting entity shall be precluded from concluding the concession contract during the period of ten calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

**112.** The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:
(a) any decision by the Special Contracts Committee or by the contracting authority or the contracting entity, shall be made public by affixing it to the notice-board of the contracting authority and shall immediately notify the Director and the contracting authority or the contracting entity that an objection had been filed with his authority thereby immediately suspending the award procedure.

(b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;

(c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Review Board and uploaded where applicable on the government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice board of the Review Board and where applicable they shall also be uploaded on the government's eProcurement platform;

(d) the authority responsible for the tendering process shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files and tenders submitted;

(e) the secretary of the Review Board shall inform all the participants of the call for tenders, the Department of Contracts, the Ministerial Procurement Unit and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;

(f) when the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six (6) weeks from the day of the oral hearing:

Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review Board may postpone the judgment for a later period;

(g) the secretary of the Review Board shall keep a record of the grounds of each adjournment and of everything done in each sitting;

(h) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal or even cancel the call if it appears to it that this is best in the circumstances of the case.

# SECTION 4 – TERMS OF REFERENCE

**1. Introduction**

1.1 The Kottonera Foundation (KF) hereinafter referred to as the Contracting Authority is hereby publishing this concession document with the purpose of accepting offers for the administration of the allotted spaces within the within the Cottonera New Year's Eve Event which will happen Triq Ix-Xatt Ta' Bormla/ Triq it-8 ta' Dicembru (between Bormla and Birgu road). This would include, the setting up of 4 DRINKS STALLS within this area

1.5 The recommended bidder (contractor) shall submit the list of stall operators for the approval of the Contracting Authority with five (5) calendar days from contract signature. If the Contractor fails to submit this list, the Contracting Authority may terminate the contract, the Contractor loses the deposit, and the Contracting Authority reserves the right to contact the second ranked bidder.

**2. General Conditions**

2.1 The conditions hereunder refer:

2.1.1 The contracting authority will provide the stalls Approx (4mtx4mt) each but the stall operator must provide his own electricity supply(including generator) .

2.1.2 The stalls shall be set up on 31st December 2024 no vehicle/machinery will be allowed to enter the area after the indicated time. The stalls shall be set up only in the location allotted to them by the Contracting Authority.

2.1.3 The stalls will start operating on 31st December 2024 unless otherwise instructed by the Organizing Committee.

2.1.4 The stalls should all be emptied from the stock and by the contractor right after the activity is over, that is, on 31st December 2024/1st January 2025 and must follow the procedures laid out by the Contracting Authority. A meeting will be held to agree upon the process of setting up and dismantling of items. The Stalls shall be dismantled by the Contracting authority.

2.1.5 Stall operators are not allowed to use any further space which has not been allotted to them, or change the setup that was previously agreed to unless otherwise instructed.

2.1.6 The contractor is bound to sell ONLY the items in the list that s/he provided to the contracting authority unless otherwise agreed upon. Only cans allowed for the event .

2.1.7 The contracting authority is imposing the following price capping on the following products that the contractor must abide to:

| Drink product | **Maximum price** |
|---|---|
| Soft Drinks | **€2.50** |
| Beer (33cl) | **€2.50** |
| Beer (50cl) | **€3.50** |
| Normal Spirits | **€3.50** |
| Expensive Spirits | **€4.00** |
| Water | **€1.50** |
| Energy Drinks | **€3.00** |
| Minerals | **€2.50** |

2.1.8 It is not permissible to leave any parked commercial vehicles and machinery outside the allocated spaces before and during the event. Vehicles transporting material to assemble the stalls will be allowed to be parked in a parking space previously indicated by the Organizing Committee.

2.1.9 The selected stall operators shall adhere strictly to the instructions imparted to them by the Organizing Committee before, during and after the activity. All types of advertisement/branding should be approved by the Organizing Committee beforehand. This also include the systems used previously agreed upon for the setup and dismantling used to set up and dismantle during the event.

2.1.10 Following award, and upon request by the Organising Committee KF, the Contractor shall submit a detailed list of items to be sold from each stall(including the drinks products mentioned above). The list of items have to include the prices of the items that are to be sold during the event according the price cappings imposed by the contracting authority.

2.1.11 A price list indicating all items for sale shall be affixed in a prominent place by the stall, clearly visible to the public throughout the whole activity.

2.1.12 Disposable containers used to serve Drinks shall be made of biodegradable material only. No aluminium or polystyrene (Jablo) or plastic are allowed. Coffee and tea should be served in biodegradable cups. The Organizing Committee reserves the right to perform checks and failure to this clause the Concessionaire will be responsible to a penalty of Euro 50 per hour from the time the check is performed until the situation is remedied.

2.1.13 The contractor must remove and clean any type of waste after the end of the event. It is the responsibility of the contractor to ensure proper clean-up procedures are implemented; no solid or liquid wastes are to be left on site or disposed in the soil and/or on the floor. The Organizing Committee, KF demands that on Wednesday, 1st January 2025 after the event, the contractor must ensure total cleanliness of his area and any remaining waste after the end of the event. The Organising Committee reserves the right to perform checks and failure to this clause the Contractor will be responsible to a penalty of Euro 50 per hour from the time the check is performed until the situation is remedied.

2.1.14 Stall operators must be in possession of the Food Handling Certificate.

2.1.15 Stalls must be equipped with a fire extinguisher, wet chemical and a fire blanket.

**2.1.16 The contractor shall make sure that all stall operators shall adhere to the following:**

1. All stall operators must observe Health and Safety regulations, the regulations and legislation of the Maltese catering industry and the VAT department. All necessary legal requirements are the responsibility of the stall operator. KF will not take any responsibility in case of any fines imposed on the applicant by authorities as indicated in section 2 clause 2.2.

2. All stall operators shall have the necessary licenses and permits from the relevant authorities to be eligible to sell.

3. Applicants must make sure that the stall operators chosen shall sell all the items listed in the list that they submitted to KF and refer to them the instructions that may be given by the KF's organizers both before and after the activity.

4. The Contractor must ensure that items which were not approved a prior by KF will not be sold at any time unless otherwise instructed.

## Form A: DECLARATION CONCERNING EXCLUSION GROUNDS

I hereby declare that I do not fall under any of the grounds listed under Part VI of LN352/2016.

_____

Signature

_____

Name of Bidder

_____

Date

## Form B: DETAILS OF BIDDER

| | |
|---|---|
| Name of Bidder | |
| Address | |
| Email address | |
| Telephone Number | |
| Mobile number | |
| VAT registration Number (and copy of VAT certificate) | |
| ID Card Number | |

**Form C: DECLATION ON AGREEMENT OF THE TERMS OF REFERENCE AND OF THE CONTRACTUAL OBLIGATIONS**

I, the undersign agree to the terms of reference and to the contractual obligations as laid down in this concession document for the duration of the concession.

I shall also abide by all the instructions given to me by the Contracting Authority in terms of this Concession. I shall be liable to any penalties imposed if in breach of my contractual obligations.

Signature ……

Date ……

## Form D – FINANCIAL OFFER

| Description | Concession Fee |
|---|---|
| **THE ADMINISTRATION OF DRINKS STALLS WITHIN WITHIN THE COTTONERA'S NEW YEAR'S EVE EVENT** | **€..... (Not less than €800)**<br><br>**Amount in Words:**<br><br>**.....**<br><br>**.....**<br><br>**.....**<br><br>**.....**<br><br>**.....** |