

MALTA INTERNATIONAL AIRPORT PLC

CALL FOR EXPRESSION OF INTEREST

**FOR THE SUPPLY AND MANAGEMENT
OF SNACKS & BEVERAGES VENDING MACHINES
SITUATED AROUND THE
MALTA INTERNATIONAL AIRPORT
CAMPUS**

[20th February 2020]

CONDITIONS FOR SUBMISSION OF EXPRESSION OF INTEREST

The following terms when used in this document shall, unless the context otherwise requires, have the meaning assigned to them hereunder:

Airport	The Malta International Airport, Luqa;
Closing	The 20 th of March at noon;
EOI	This call for Expression of Interest, any attachments, schedules annexes or documents appended hereto and all terms and conditions herein;
Interested Party	A person submitting a Proposal pursuant to this EOI;
MIA/Company	Malta International Airport plc;
Operation	The supply, installation, operation and maintenance of the Vending Machines;
Proposal	A proposal made by an Interested Party in accordance with this EOI; which signifies the Interested Party's acceptance of all conditions contained herein, without reservation.
Vending Machines	The vending machines for the sale to the public of snacks and cold and hot beverages from the Vending Points;
Vending Points	The areas within the Airport indicated in the list attached to this document as Appendix '1'.

General Conditions

This document contains an invitation made by MIA to Interested Parties to submit a Proposal under the conditions set out hereunder in relation to the Operation from the Vending Points.

1. Proposals are to be received by the Company until Closing.
2. No details on the Proposals submitted shall be disclosed to any Interested Party.
3. Interested Parties shall be required to comply with all requirements in these conditions.
4. The Company reserves the right, at its full discretion, to reject any or all Proposals; and Interested Parties submitting a Proposal acknowledge that the submission of a Proposal by an Interested Party shall in no way commit or otherwise bind the Company in any manner whatsoever.
5. Any Proposal submitted shall be submitted at the sole risk and expense of the Interested Party submitting it and the Company shall under no circumstance be liable for any cost, expense or damages incurred or sustained by an Interested Party in compiling, completing and submitting a Proposal, whether accepted by the Company or otherwise.
6. All Proposals will be kept confidential. The Company will not return Proposals to Interested Parties, the information which the Company is requesting Interested Parties to submit will be processed in accordance with the Data Protection Act (Cap. 586 of the Laws of Malta).
7. In the event that clarifications or additional information are required, bona fide prospective Interested Parties are to contact the Company by e-mail: [\[retailtender@maltairport.com\]](mailto:retailtender@maltairport.com), by no later than the 1st of March 2020.
8. The issue and dispatch of this EOI to Interested Parties to submit a Proposal is not and shall not be in any manner construed as committing or binding upon the Company or as creating any obligation on the part of the Company towards the Interested Parties. The Company reserves the right to change this EOI in whole or in part and/or to withdraw it at any time and reserves the right at any time to enter into negotiations with and/or to conclude any agreement with any person whether corporate or unincorporated, and whether before or after Closing, under terms and conditions which it considers fit and commercially appropriate in its absolute discretion, irrespective of the terms and conditions contained in any Proposal submitted by any Interested Party, without assigning any reasons whatsoever and without incurring any liability therefor. The Company also reserves the right to issue a fresh call for expression of interest.
9. In the event that an Interested Party is a Limited Liability Company or other body of persons whether corporate or unincorporate, such Interested Party shall provide, to the satisfaction of the Company, written evidence of the authority for submission of the Proposal as well as for any eventual negotiations, submission of a binding bid and signature and execution of any agreement, with the Company, in relation to the Operation.

By submitting a Proposal, Interested Parties irrevocably confirm that they have understood and have agreed to the above general conditions in their entirety.

Terms of Reference

Introduction

By this EOI, MIA intends to award a contract for the use of the Vending Points, (to be used exclusively for the Operation), to a suitable operator for a specified term and who proves, to MIA's satisfaction, to be conducting similar operations in accordance with all applicable laws and regulations.

By accepting this EOI and submitting a Proposal, the recipient acknowledges and agrees that: (i) all of the information contained herein is confidential; (ii) the recipient will not distribute or reproduce this EOI in whole or in part and will use this EOI solely for the purpose of evaluating its interest in the Operation; (iii) in the event that the recipient has no further interest in the Operation, or if at any time the Company so requests, the recipient shall return this document (and any copies thereof) to the Company without delay; (iv) the recipient will not disclose to any third party that this document has been provided or that the recipient is considering submitting a Proposal; and (v) any proposed actions by the recipient which are, in any manner, not consistent with this paragraph will require the prior written consent of the Company.

General Description of the Operation and General Terms:

1. The sites for the Vending Machines shall be as per the Vending Points and it is envisaged that MIA shall require (approximately) thirteen [13] Vending Machines. However, MIA may, in its absolute discretion, accept that the contractor supply and manage additional vending machines and/or require the contractor uses alternative areas in lieu of the Vending Points throughout the currency of the contract.
2. All the Vending Machines must be maintained in usable condition through regular and periodical maintenance by the contractor.
3. The contractor must bear all costs and expenses for the installation, cleaning, repair and maintenance of the Vending Machines including the payment for all spare parts that may be required for the proper functioning of the Vending Machines.
4. The contractor shall at its own expense be responsible for stocking the Vending Machines consistent with demand at each Vending Point.

5. All vending products dispensed from the Vending Machines and the Vending Machines must conform to all laws and regulations, including health and safety regulations, pertaining to the handling of such products.
6. The contractor must not charge resale prices for the vending products at a price which is higher than those submitted in its Proposal.

The Envisaged Process

After Closing, MIA will assess the Proposals submitted in response to this EOI with a view to awarding the contract. MIA may adjust its evaluation of a Proposal following consideration of any clarification or additional information that it may require on the Proposals submitted.

The successful operator will be required to enter into a lease agreement with the Company, in relation to the Vending Points, and under certain further conditions relating to the Operation.

The term of the lease is expected to be of two and a half years [2.5] years and the successful operator is expected to commence the Operation on the 1st June 2020 till the 31st December 2022.

In consideration for the lease of the Vending Points MIA will expect the payment of rent per Vending Machine installed at the Vending Points.

As part of the process of, and as a pre-condition to, being granted the Vending Points for the Operation, the successful operator will be required to apply for, and obtain, all and any licences, required for the Operation, from the relevant authorities; or if such licences have not yet been issued, a statement from the relevant authorities, stating that a licence will be issued to the operator, to carry out the Operation from the Vending Points.

Calls for Expressions of Interest

This EOI is open to all reputable interested parties:

1. Being a manufacturer/ authorized operator of the Vending Machines;
2. Having the necessary experience and technical know-how required for the Operation;
3. Having the financial capability to undertake the investment expenditure required set up the Operation.

Interested Parties are hereby invited to express their interest in accordance with the terms outlined in this EOI.

Interested Parties are to deposit three (3) hard copies of their Proposals, accompanied by the supporting documentation referred to above sealed in an envelope marked solely with the words “**Expression of Interest for the Supply and Management of Food and Beverages Vending Machines at the Malta International Airport Campus**”, by latest 12:00hrs (CET Time) on the Closing date at the following address:

Malta International Airport p.l.c

Head Office, Level 2
Malta International Airport
Luqa LQA 4000

Attention: The Chief Executive Officer

No faxed or e-mailed expressions of interest will be accepted. Documents sent by registered mail or by private or express courier should nonetheless be delivered to the Company by Closing and Proposals should be contained in an inner sealed envelope clearly marked with the wording indicated above and with the words “Not to be opened by internal mail staff”.

In submitting their Proposal, Interested Parties are to use the Response Form provided.

The Company reserves the right to reject any or all Proposals without ascribing any reason therefor and may proceed as it may determine at its sole discretion following receipt of any Proposals.

Interested parties should note that each person taking part in the submission, whether alone or as a party in a joint bid, may participate (either directly or indirectly, through subsidiary companies or through related parties) in only one (1) bid for the Operation.

Proposals

In response to this EOI, interested parties are expected to provide the following information:

1. Details (formal name, legal nature and contact details) of the Interested Party, including details of all participants if a joint response is being submitted and details of the legal entity which would enter into the lease agreement with the Company, for the Vending Points, in the eventuality of a successful bid;
2. Identification of the individual who is authorised to represent the Interested Party in communications with the Company pursuant to this EOI together with written evidence of the authority to submit proposals, negotiate and execute any agreement with the Company;
3. A profile of the Interested Party, demonstrating its range of business activities and experience in operation of activities similar to the Operation, whether locally and/or abroad;

4. Audited financial statements for the last two (2) financial years;
5. A description and proposed set-up and operation of the Vending Machines by the Company;
6. The vending products proposed to be made available from the Vending Points and maintenance services proposed to be executed on the Vending Machines;
7. Any additional information attesting the Interested Party's business experience, operational skills and financial standing including CVs of the directors or of any person considered as a key person in managing the Operation;

This EOI does not itself constitute an offer and is not binding on the Company. The terms and conditions referred to in this EOI may be amended at any time hereafter and no liability of any nature will attach to the Company as a result of any such amendment, whether with or without notice, or if this EOI is not acted upon or is otherwise terminated at any stage.