

# **MALTA INTERNATIONAL AIRPORT PLC**

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## **CALL FOR EXPRESSION OF INTEREST**

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**FOR THE OPERATION OF A TELECOMMUNICATIONS RETAIL  
OUTLET SITUATED IN THE WELCOMER'S HALL AT  
MALTA INTERNATIONAL AIRPORT**

**15TH NOVEMBER 2021**

## **CONDITIONS FOR SUBMISSION OF EXPRESSION OF INTEREST**

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

<b>Airport</b>	means the Malta International Airport, Luqa, Malta;
<b>Business</b>	means a communications services company offering cellular devices, accessories and products / support for connectivity services, which is to be carried out by the Interested Party from the Premises;
<b>Closing or Closing Date</b>	means the 15th of December, 2021 at [11:00] hours;
<b>Company</b>	means Malta International Airport p.l.c., a public limited liability company bearing company registration number C 12663 and having its registered address at Malta International Airport, Luqa, Malta;
<b>Contract</b>	means a contract regulating the Operation, awarded by the Company;
<b>EOI</b>	means this call for Expression of Interest, any attachments, schedules, annexes, or documents appended hereto and all terms and conditions herein;
<b>Interested Party</b>	means a person submitting a Proposal pursuant to this EOI;
<b>Operation</b>	means the operation of a telecommunications outlet situated in the Welcomer's Hall (Landside) at the Airport;
<b>Operator</b>	means the Interested Party awarded the Contract pursuant to this EOI;
<b>Premises</b>	means the area(s) at the Airport outlined in red on the attached plan(s) hereto attached and marked as Annex "[2]"; and
<b>Proposal</b>	means a proposal made by an Interested Party in accordance with this EOI; which signifies the Interested Party's acceptance of all conditions (including the Conditions) contained herein, without reservation.

## **General Conditions**

This EOI contains an invitation made by the Company to Interested Parties to submit a Proposal under the conditions set out hereunder in relation to the Operation (hereinafter, the “**Conditions**”).

1. An Interested Party may submit a Proposal to the Company until the Closing Date.
2. No details on the Proposals submitted shall be disclosed to an Interested Party other than the Interested Party who submitted the respective Proposal.
3. Interested Parties shall be required to comply with all requirements set out in the Conditions.
4. The Company reserves the right, at its full discretion, to reject any or all of the Proposals and choose not to award the Contract and, or any other contract as a result of the EOI; and Interested Parties submitting a Proposal acknowledge that the submission of a Proposal 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 shall be kept confidential. The Company will not return any Proposals to Interested Parties.
7. Any information requested by the Company from Interested Parties shall be processed in accordance with the Data Protection Act (Cap. 586 of the laws of Malta) in conjunction with Regulation (EU) 2016/679 (General Data Protection Regulation).
8. In the event that an Interested Party requires a clarification and, or additional information from the Company, bona fide prospective Interested Parties are to contact the Company by e-mail: [retailtender@maltaairport.com], by no later than the 30th of November 2021.
9. The issue and dispatch of this EOI to Interested Parties 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.
10. The Company reserves the right to waive or change this EOI in whole or in part at any time without prior notice being given by the Company. The Company 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 withdraw this EOI at any time, or to issue a fresh call for expression of interest on the same or any alternative basis.

11. The Company may seek clarification and, or documents in respect of a Proposal.
12. In the event that an Interested Party is a limited liability company or any other body of persons whether corporate or unincorporate, such Interested Party shall provide, to the satisfaction of the Company, written evidence of the authority (in a form acceptable to the Company) 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 Conditions in their entirety.**

## **Terms of Reference**

### **Introduction**

By this EOI, the Company intends to award the Contract to a suitable operator for the Operation for a specified term and who proves, to the Company'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 and, 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 Company shall lease the Premises to the Operator for the purposes of the Operation.
2. The Premises must be fitted and maintained in usable condition through regular and periodical maintenance by the Operator.
3. The Operator must bear all costs and expenses for the installation, cleaning, repair, and maintenance of the Premises.

4. The Operator shall ensure that all products and services sold from the Premises must conform to all laws and regulations, including health and safety regulations, pertaining to the sale of such products and, or the provision of such services.

### **The Envisaged Process**

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

The Operator will be required to enter into a lease agreement with the Company, in relation to the leasing of the Premises by the Operator, and under certain further conditions relating to the Operation.

The term of the said lease is expected to be of a period of four years (4) years (the “**Term**”) and accordingly, the Operator is expected to commence the Operation from the 1<sup>st</sup> of May 2022 till the 30<sup>th</sup> of April 2026.

In consideration for the lease of the Premises, the Operator shall pay rent to the Company as well as a variable portion of the sales generated through the outlet (the “**Variable Portion**”), within the Premises. The rent and Variable Portion shall be paid by the Operator to the Company on a monthly basis.

As part of the process of, and as a pre-condition to, being granted the Premises for the Operation, the 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 Premises.

### **Calls for Expressions of Interest**

This EOI is open to all reputable Interested Parties:

1. Being a telecommunication services company;
2. Having the necessary experience and technical know-how required for the Operation; and
3. Having the financial capability to undertake the investment expenditure required to set up the Operation.

Interested Parties are hereby invited to express their interest in accordance with the terms and Conditions outlined in this EOI by submitting a Proposal to the Company.

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 Operation of a Telecommunications Retail Outlet at the Malta International Airport Terminal**”, 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: Head of Retail and Property

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 hereto attached and marked as Annex “[1]”.

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 of a Proposal, 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.

### **The Business Plan**

Each Proposal shall contain a business plan and offer by the Interested Party (the “**Business Plan**”). The financial terms of any offer made shall be based on the turnover projected from the operation of the Business from the Premises.

The Operator shall be required to pay a fixed rent together with a variable amount based on the difference between the percentage on sales from the Premises and the fixed rent, if positive.

The Interested Party shall be required to offer the Company a fixed rent which shall not be less than ninety per cent (85%) and not more than one hundred per cent (100%) of the projected income that the Company would have been entitled to as its share of the net proceeds from sales from the Premises in any year, based on the projections made by the Interested Party in the Business Plan.

Accordingly, the Operator shall pay to the Company a percentage(s) of the net proceeds from all sales effected, in a particular year. The Interested Party shall, in the Proposal, make a firm offer of the proportion of such proceeds that will be paid to the Company, resulting in a projected income for the Company in a particular year. For the avoidance of doubt, Interested Parties shall be free to provide different percentages for separate categories of products (example, XX% on devices, XX% on Top-Up cards and so on and so forth) and / or for specified amounts (such as, by way of example, separate percentage for sales between €0-€99,999, €100,000-€200,000 and so on and so forth).

Having regard to the above conditions, Interested Parties shall be required to draw up a detailed Business Plan with respect to the whole duration of the Contract.

### **Proposals**

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

1. The Business Plan being proposed for the operation of the Business (as well as the viability thereof), including the proposed fixed rent and percentage(s) on turnover to the Company by way of the Variable Portion, for the duration of the Contract;
2. A summary of all the services/products offered by the Interested Party proposed to be sold and, or provided from the Premises;
3. An overview of the implementation and operation of the Business, including the concept, layout and design of the Premises;
4. 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 Operation from the Premises, in the eventuality of a successful bid;
5. Where the Interested Party is a company and, or any other body of persons whether corporate or unincorporate, identification of the individual who is duly 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;
6. A profile of the Interested Party, demonstrating its range of business activities and experience in the operation of activities similar to the Operation, whether locally and/or abroad;
7. Audited financial statements for the last three (3) financial years;

8. 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 and any of the information presented in it does not itself constitute an offer or invitation and is not binding on the Company to enter into the Contract and, or any other contractual arrangement relating to the Operation. 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.