

Malta International Contemporary Art Space (MICAS)

Ref.: MICAS/EOI/6/2024

Expression of Interest for Book Publishers, Distributors to
sell their books and publications at the MICAS Gift Shop

Date Published: 20 June 2024

Deadline for Submission: 8 July at 10.00 am CET/CEST

EOI Opening: 8 July 2024 at 10:30 am CET/CEST

1. Introduction

MICAS notifies that it is receiving expressions of interest from book publishers and distributors to sell their publications at the MICAS Gift Shop inside the new Malta International Contemporary Art Space (MICAS).

From 1 September 2024 – 31 August 2026

MICAS is cordially inviting book publishers and distributors to submit their proposals and register their interest to sell their publications at the MICAS Gift Shop in terms of this Expression of Interest.

2. Instructions to Book Publishers and Distributors

2.1 General Instructions

1. In submitting an offer, the prospective book publishers and distributors accept in full and in its entirety, the content of this Expression of Interest, including any subsequent clarifications issued by MICAS, irrespective of any conditions that the said book publishers and distributors might include in their own submissions.
2. Prospective book publishers and distributors are expected to examine carefully and comply with all the instructions, requirements, and terms and conditions contained in this Expression of Interest.
3. Prospective book publishers and distributors 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 will not be considered any further.
4. Prospective book publishers and distributors 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 MICAS for book publishers and distributors to sell their books at the MICAS Gift Shop.
5. In submitting an application, prospective book publishers and distributors undertake that their offer shall remain valid for a period of ninety (90) days from the submission deadline indicated in Section 2.2 below.

6. Applicants are to submit the relevant documents in PDF format via email or file transfer link (e.g., Wetransfer.com). Links to cloud storage systems such as Google Drive or OneDrive will not be considered and will immediately disqualify the offer.
7. The contract shall be signed with the successful applicant(s) and the sole responsibility of the contract shall be said applicant(s).

2.2 Timetable

Expression of Interest for participation opens on:	20 June 2024
Clarification requests maybe submitted via email on people@micas.art by not later than:	30 June 2024
Applications are to be submitted via email on people@micas.art by not later than:	8 July 2024 at 10:00 am CET/CEST
Opening of offers:	8 July 2024 at 10:30 am CET/CEST
Award Stage: The winning bidder will be notified by the end of the day of:	22 July 2024

Any clarification requests and/or the completed applications need to be submitted via email at the following address people@micas.art indicating the following text in the subject field:

Ref No: MICAS/EOI/6/2024 - Expression of Interest for book publishers and distributors to sell their books and publications at the MICAS Gift Shop

The opening schedule shall be affixed on the notice board MICAS in the same order as the applications were received. Only the name of the book publishers and distributors who submitted an offer under this Expression of Interest shall be displayed on the said opening schedule. No prices shall be listed on this schedule.

Late and/or incomplete applications will not be considered.

2.3 Requirements

1. Applicants will only be eligible for the provision of **a designated area within the Gift shop.**
2. Every applicant may bid once to sell their books/publications.
3. The submission is to include all the following:

- a. A duly filled in and signed Application Form and Declaration (Annex 2);
- b. A list describing the type of books/publications which the book publisher/distributor is proposing to sell at the MICAS Gift Shop;
- c. Photos of the aforementioned books/publications;
- d. Itemised price list;
- e. Photos/sketches/illustrations and displays including the genres/categories of books/publications;
- f. VAT Certificate (if Applicable); and
- g. Checklist (Annex 3).

If one or more of the above requirements and/or fields are 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	
Appropriateness of the list mentioned in Section 2.3(3)(b) for for the MICAS Gift Shop.	15	Mandatory
<u>Material</u> Priority shall be given to diverse art related books/publications with a competitive cost and on consignment basis.	30	Mandatory
<u>Price</u> Preference shall be given to high-end books/publications with a competitive cost and on consignment basis.	20	Mandatory
The prospective applicant has all the necessary permits and licenses to sell/trade and the VAT Department.	15	Mandatory
The prospective applicant is available to provide continuous stock.	20	Mandatory

Pass mark: 60

Total marks: 100

Spaces will be awarded according to MICAS and the gift shop requirements. Some book shop publishers/distributors may be put on a reserve list and contacted later. In this case, no alterations to the contents of the applications as submitted by the respective economic operator shall be entertained.

MICAS reserves the right to select and/or reject any or all of the submitted offers as necessary to fulfill the needs outlined in this Expression of Interest document. If a submission is considered satisfactory, MICAS reserves the right to assign the designated shop area to other book publishers/distributors who were not necessarily involved in this Expression of Interest. The decision of the MICAS in this regard is final and binding.

3. Terms and Conditions

3.1 Books/Publications

1. MICAS is seeking offers from book publishers/distributors who can offer, quality high-end publications.
2. Offers should include a selection of books/publications at different budget levels.
3. Any changes to the books/publications proposed, including pricing, need to be approved by MICAS beforehand to ensure adherence to the concept.
4. Every publication/book must be displayed with an itemised price at all times in a prominent area where it is easily viewable by the public. The prices offered should reflect the current market.
5. The book publisher/distributor must only sell items as approved by MICAS and shall abide by the instructions given by the MICAS, before, during, and/or after the event as well as comply with all the regulations at the time.
6. The book publisher/distributor must ensure that their books/publications are of the highest quality.
7. The book publisher/distributor must also ensure that the display is set up to complement the surroundings/look of the MICAS Gift Shop, neatly and attractively with branding only as approved by MICAS.
8. The book publisher/distributor must comply with MICAS Gift Shop policy.
9. Packaging, if any, should be kept according to the branding approved by MICAS and book publishers/distributors are to be willing for their books/publications to be put into a MICAS bag subject to sale.
10. Preference will be given to consignment it

3.2.1 Others

1. If the selected applicant(s) is/are found to be in breach of the above-mentioned terms and conditions, MICAS may request them to discontinue the sales with immediate effect. In such an event, the said applicant(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 applicant(s) concerned.
2. MICAS 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.
3. All relevant Maltese Laws must be observed by the selected applicant(s).
4. MICAS will not be liable, under no circumstances, for any action, damage, and/or theft that may occur.