

MICAS

MICAS/EOI/001/2025:

Call for Expression of Interest (EOI) for Mobile Coffee Kiosk service for the Malta International Contemporary Art Space.

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Background

Malta International Contemporary Art Space (MICAS) is intended to strengthen Malta's cultural infrastructure by providing a platform for contemporary art and internationalisation. With its launch, Malta is about to take a great step forward and become a proactive player in the contemporary art world.

MICAS will not only become a showcase for local contemporary artists but will also engage with international institutions to present ground-breaking works by acclaimed artists from all over the world.

MICAS aims to positively energise Malta's cultural ecology and impact that of the Euro-Mediterranean region it inhabits. The MICAS mission is to be an advocate of contemporary art by raising public awareness to the significance of the visual arts in contemporary life, and by bringing to the forefront the way art and artists help mediate and interpret the world we live in.

MICAS is a Government of Malta infrastructural legacy project for the Culture and the Arts sector.

Scope

To provide a mobile coffee kiosk service at MICAS for thirty-six (36) months (3 years) with the possibility to extend for a further twenty-four (24) months year by year.

Description

The mobile coffee kiosk shall be operating from the MICAS site at 'Ospizio Complex' Bieb il-Pulverista, Triq Joseph J Mangion, Floriana. The service shall be provided for a period of thirty-six (36) months starting from the last signature of the contract with the possibility to extend for a further twenty-four (24) months year by year.

The mobile coffee kiosk operator should be completely independent of any supplier or service provider and shall act solely in the interests of the client and in pursuit of MICAS documentation objectives.

List of obligations by the Contractor:

1. Payments

The recommended bidder is not expected to pay any rent to MICAS ie. the recommended bidder will be occupying the designated area and providing the

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service rent free **BUT** MICAS will be expecting a **fee every month of 5% of sales** made during the previous month. The recommended bidder must present a monthly report of sales to MICAS stating the number and amount of sales made during the previous month.

Payments to MICAS may be affected by a cheque or through bank transfer.

2. Sub-Contracting

- a. The recommended bidder may not assign any or part of this agreement or any of the rights and obligations entered, to third party without the written consent of MICAS. In case of sub-contracting the recommended bidder is to present all relevant certificates that shall be requested by MICAS before granting its approval.
- b. The recommended bidder must seek the prior written authorization of MICAS before entering into a sub-contract. This authorization will be based on the services to be subcontracted and the identity of the intended subcontractor. MICAS shall, within one (1) week of receipt of the notification, notify the recommended bidder in writing its decision, stating reasons, should it withhold such authorization.
- c. No sub-contract can create contractual relations between any subcontractor and MICAS.
- d. The recommended bidder shall be responsible for the acts, defaults and negligence of its sub-contractors and their experts, agents or employees, as if they were the acts, defaults or negligence of the recommended bidder, its experts agents or employees. The approval of MICAS of the sub-contracting or any part of the contract or of the engagement by the recommended bidder and subcontractors to perform any part of the services shall not relieve the recommended bidder of any obligations under the contract.
- e. If a subcontractor is found by the MICAS to be incompetent in discharging its duties, MICAS may request the recommended bidder forthwith, either to provide a subcontractor with qualifications and experience acceptable to MICAS as a replacement, or to resume the performance of the services itself.
- f. Before granting the prior approval mentioned under Article 2.2, the Contracting Authority shall ensure that the subcontractor does not fall under any of the exclusion criteria and is not blacklisted in terms of Part VI of the Public Procurement Regulations.

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- g. In the execution of this contract, a subcontractor must ensure that he complies with applicable obligations in the fields of environmental, social, and labour law established by Union Law, national law, collective agreement or by the international environmental, social and labour law provision listed in Schedule 12 of the Public Procurement Regulations.
- h. Those services entrusted to a subcontractor by the recommended bidder cannot be entrusted to parties by the subcontractor.
- i. MICAS shall not be bound to the subcontractors and the legal relationship shall be solely with the recommended bidder as provided in the Public Procurement Regulations.
- j. Any change of subcontractor without the prior written consent of MICAS shall be considered to be a breach of contract.

3. National Legislation

The recommended bidder 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 recommended bidder's particular operating situation and nature of work activities.

4. Insurance and Indemnity

- a. The recommended bidder shall fully indemnify and hold MICAS harmless against all and any claims at any time arising from the execution of this contract. In the event of any claims being made against MICAS, the recommended bidder, at his own expense shall conduct any litigation that may arise there from or any negotiations for settlements.
- b. The recommended bidder shall insure against legal liability to third parties, in the joint names of MICAS and the recommended bidder, in respect of death of or injury to any person, including recommended bidder's employees, staff, MICAS employees or visitors or loss of or damage to any property which may arise out of or in consequence of the service being provided , and against all claim proceedings, damages, costs, charges and expenses whatever in respect thereof or in relation thereto.
- c. The recommended bidder must make sure that the kiosk insurance is fully paid as per National Regulations.

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- d.** The recommended bidder shall provide for a comprehensive insurance policy in respect of the area/s allocated to him. Such insurance shall be procured on an Industrial All Risks (IAR) basis and the subject matter of insurance must include the buildings, inclusive of all fixtures and fittings, any goods in the open, awnings, and/or tents, as well as any equipment owned by the Government of Malta and which the recommended bidder will find on the allocated area.
- e.** The recommended bidder shall also take out a full Third-party Liability (TPL) insurance cover for a limit of indemnity of not less than €500,000 for each accident. This shall include a cross liability clause that such insurance shall apply to the Contract and MICAS as separate insured entities. The recommended bidder shall maintain such policy from the Commencement Date until the expiry of the Contract. This shall also cover all the equipment in the areas allocated to the recommended bidder. If the recommended bidder fails to provide such insurance, MICAS may subscribe and/or extend such insurance policies at the recommended bidder's cost. The recommended bidder must also have a valid Employers Liability Insurance for his employees as applicable.

The TPL policy must include the following extensions:

Food and Drink
Product's Liability
Tenant's Liability
Cross Liability Clause

- f.** Insurance needs to be issued in the name of the recommended bidder and MICAS for their respective rights and interests.
- g.** Within fifteen (15) working days from the signing of the contractual agreement, the recommended bidder is to present policy schedules relating to the insurance covers as requested under this expression of interest. Furthermore, the recommended bidder must, within five (5) working days from the expiration of each policy period, present renewal endorsements or schedules, whichever applicable, confirming the renewal of the policies undertaken as per this expression of interest.
- h.** The recommended bidder shall provide for a comprehensive insurance policy, with a firm, for the designated area and the interest of MICAS and shall be declared with the Insurers. Insurance policy also is to cover Public Liability, and Injury to third party clients. Copy of insurance policy is also to be given to MICAS within one month from signing the contract.

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5. Termination of Contract

- a. Without prejudice to the Government's rights to dissolve 'ipso jure' the contract in the case of infringement of any condition thereunder and apart from the deduction established for delay in delivery MICAS reserves the right to claim actual damages incurred from the recommended bidder.
- b. In addition, MICAS, may terminate the contract after giving seven (7) days' notice to the recommended bidder in any of the following cases:
 - The recommended bidder fails to carry out its obligations under the contract.
 - The recommended bidder fails to submit the monthly sales report to MICAS required for the payment of 5% sales fee to MICAS.
 - The recommended bidder fails to comply within a reasonable time notice given by MICAS requiring it to make good the neglect or failure to perform its obligations under the contract which seriously effect the proper and timely execution of the service provided.
 - The recommended bidder refuses or neglects to carry out administrative orders given by MICAS.
 - The recommended bidder assigns the contract or subcontracts without the authorization of MICAS.
 - The recommended bidder becomes bankrupt or is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
 - The recommended bidder has been convicted of an offence concerning its professional conduct by a judgement which has the force of res judicata;
 - The recommended bidder has been guilty of grave professional misconduct proven by any means.
 - The recommended bidder has been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activities detrimental to the financial interests of the EC.

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- the recommended bidder fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments;
- c. The recommended bidder or its delegated representative may, following termination on the basis of this contract, complete the services itself, or conclude any other contract with a third party, at the recommended bidder's own expense. The recommended bidder's liability for delay in completion shall immediately cease when the Central Government Authority terminates the contract without prejudice to any liability there under that may have already been incurred.
- d. Where termination has been carried out on the basis of points above, the recommended bidder shall not be compensated for his expense.
- e. Upon termination of the contract or when it has received notice thereof, the recommended bidder shall take immediate steps to bring the services to a close in a prompt and orderly manner and in such a way as to keep costs to a minimum.
- f. MICAS shall, as soon as is possible after termination, certify the amount due by the recommended bidder as at the date of termination.
- g. If termination of the contract is attributable to the recommended bidder's, he shall not be entitled to claim, compensation for any loss or injury suffered.

6. Staff

The employment of staff shall be the sole responsibility of the recommended bidder who shall ensure compliance with the expression of interest, with employment regulations and the relevant national insurance legislation. All employees providing a service in the mobile coffee kiosk must be successful in any Food & Handling Certificates or any other certificate as stipulated by the Maltese Law.

7. Licenses & Taxes

The recommended bidder shall obtain and renew any licenses required lawfully to operate the designated area. Payments for these licenses shall be borne by the recommended bidder. VAT and any relevant taxes due for the operation of the designated area will be the sole responsibility of the recommended bidder.

8. Health and Safety

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- a. The contractor shall be responsible to ensure that the designates area is to be kept in a good state and all Occupational Health and Safety Regulations observed.
- b. The Contractor shall be bound to conform with the Occupational Health and Safety Authority 2000 (Cap 424 of the Laws of Malta) and to all regulations/legal notices that form part of his/her Act; as well as any other national and European Union legislation, regulations, standards, and/or codes of practices 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 works activities.
- c. The contractor shall provide all health and safety related equipment as required by the Maltese legislation, good practice, as may be required by MICAS and as may be further detailed in this contract.
- d. The recommended bidder shall allocate all the necessary resources to safeguard the health and safety of operatives, and of any persons who the services may affect. The recommended bidder shall undertake to perform all necessary risk assessments, Health and Safety procedures and maintain all relevant supporting records as required by Maltese legislation, good practice and as may be required by MICAS. MICAS reserves the right to carry out inspections in this respect and if the recommended bidder is found non-compliant then MICAS shall ask the recommended bidder to abide with Health and Safety Regulations with immediate effect.

9. Maintenance

The recommended bidder is responsible for the cleaning, maintenance and upkeep of the designated area.

10. Instructions from MICAS

The recommended bidder binds himself to adhere to all the obligations imposed upon him by the contact and to follow instructions given to him by MICAS or by those delegated to him.

11. Opening hours of the mobile coffee kiosk.

- a. The recommended bidder has the right to open and run the mobile coffee kiosk as per below opening hours:
 - Monday: 08.00 – 20.00

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- Tuesday: 08.00 – 20.00
- Wednesday: 08.00 – 20.00
- Thursday: 08.00 – 20.00
- Friday: 08.00 – 20.00
- Saturday: 08.00 – 20.00
- Sundays/Public Holidays: 08.00 – 20.00

- b. The mobile coffee kiosk can be also open on the times not stipulated above.
- c. Opening hours mentioned in Clause 11(a) might differ during the period of the contract. MICAS will advise the awarded bidder in writing of such change. The bidder must comply with the new opening hours.
- d. If the need arises, the recommended bidder might be asked to offer the service from the mobile coffee kiosk on days and during times other than those mentioned in Clause 11(a). MICAS will inform directly the recommended bidder if the need arises.

12. Food and drink items for sale from the Canteen.

- a. The recommended bidder must offer food and drinks as per the below list:
 - Sandwiches
 - Wraps
 - Bread
 - Pies
 - Pastries and cakes
 - Hot and cold beverages
- b. In terms of cost, whilst prices on the menu are to be reasonable, MICAS requests that a 5% discount is offered to all its employees using the services of the mobile coffee kiosk.
- c. The recommended bidder must clearly exhibit the menu with prices of each and every product on sale.

A NOTE on VAT:

The recommended bidder is bound by obligations 1 of Scheme 13, Article 51, Clause 7 – Fiscal Receipts of the VAT Legislation. This Chapter of the Legislation can be found and perused in this link:

<http://www.justiceservices.gov.mt/DownloadDocument.aspx?app=lom&itemid=8872>.

13. Hygiene, Cleanliness, Health Conduct.

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- a. The recommended bidder shall keep himself informed and abreast/adjourned about the various regulations related to the security of the food especially those laws that are published with the expression of interest. The recommended bidder must operate the mobile coffee kiosk according to these regulations.
- b. The recommended bidder is responsible for the upkeep of the designated area and mobile coffee kiosk and to see that these are kept clean at all times. Both the recommended bidder himself and every employee in his service must wear clean clothes at all times. It is also important that the recommended bidder and his employees use food tongs and gloves when selling and distributing foods.
- c. The recommended bidder must make sure that a first aid box and fire extinguisher are available.
- d. The food prepared beforehand such as bread etc. must be displayed for sale wrapped in transparent material and presented in such a way that it is protected from all possible contamination. Food that cannot be wrapped must be kept covered.

The recommended bidder is to ensure that any allergens are addressed and cross contamination is avoided.

- e. Under no circumstances food products or drinks are to be sold past their expiry date.
- f. MICAS may object with regards to the presence of an employee of the recommended bidder at the mobile coffee kiosk that does not satisfy the conditions mentioned in the preceding clauses and this contract. In such a case, MICAS is authorised to order the recommended bidder to stop from this person from continuing working at the mobile coffee kiosk.
- g. The recommended bidder must register the mobile coffee kiosk with the Food Safety Commission as requested by Legal Notice 180/2001, by not later than three (3) days from the first date of operations.

14. Conditions of a General Nature.

- a. The recommended bidder must provide the mobile coffee kiosk and all equipment needed for the running of the mobile coffee kiosk and assumes responsibility to provide all that is needed to deliver efficient hygienic services. Water and Electricity will be provided by MICAS. The

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recommended bidder must be equipped with a generator just in case there is a power cut.

- b. A Security guard will also be provided by MICAS 24/7.
- c. The recommended bidder may equip the available designated area with tables and chairs to accommodate his clients. The design of tables and chairs intended to be used by the recommended bidder needs to be approved by MICAS prior to acquiring any permits or place any tables and chairs. The recommended bidder must acquire all permissions needed in order to place tables and chairs as per the Maltese Laws.
- d. The recommended bidder must make sure that the mobile coffee kiosk can be moved easy from the designated area provided by MICAS if he is requested to do so. MICAS will provide another designated area if such case arises.
- e. The recommended bidder shall obtain all the necessary permits or licenses that laws of Malta Stipulate in order to operate a mobile coffee kiosk.
- f. The recommended bidder is obliged to conform with all the provision of the Legislation and Regulations of the VAT Department.
- g. The recommended bidder must apply for the Permit of a Hawker from the Commerce Department.
- h. The recommended bidder must make sure that all road licenses of the mobile coffee kiosk as requested by Transport Malta according to the Maltese Regulations.
- i. The recommended bidder must make sure that all his taxes are fully paid and up to date as per Maltese Regulations.

15. Abidance by all applicable Maltese Regulations.

- a. The recommended bidder must make sure and present to MICAS that all licenses and permits needed to operate a mobile coffee kiosk are in place. The recommended bidder must also abide to all Maltese Regulations in place to operate a mobile coffee kiosk.
- b. The recommended bidder shall keep himself informed and updated and that he will act in upright manner according to the laws regulating food security.
- c. The recommended bidder is to make sure that the services provided is carried out according to laws and regulations governing health and safety.

16. The recommended bidder

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The recommended bidder may not assign or transfer his rights in terms of this agreement to third parties.

18.Execution of the Contract

The contract shall commence from date of last signature of contract.

Requirements:

All Interested applicants must submit the below:

- Photos/Images of the mobile coffee kiosk.
- Design of the menu that will be offered clearly showing all prices.
- All licenses required by the Maltese Regulations to operate a coffee kiosk.
- VAT Certificate
- Insurance of mobile coffee kiosk.
- Proof that all road licenses of the mobile coffee kiosk are up to date.

Duration of the Contract

The performance period of the contract shall be of thirty-six (36) months with the possibility to extend by a further twenty-four (24) months year by year.

Payments

MICAS will collect the 5% sales fee from the recommended bidder not later than the 15th day of the month. A monthly sales report must reach MICAS offices every month showing sales made during the previous month. If the recommended bidder does not comply with the above MICAS reserves the right to terminate the contract after giving a written notice.

Clarification requests

The interested persons may submit any clarification requests to MICAS by sending an email to procurement@micas.art by not later than Friday 24th January 2025 at noon.

The interested persons are advised that clarification notes, interpretations, correction or changes to the EOI will be uploaded on www.micas.art/get-involved -get-involved Section.

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The interested persons are advised that any clarification notes, interpretations, correction or changes to the EOI will constitute an integral part of this EOI and it is the responsibility of the bidders to ensure that the website is reviewed regularly prior submitting their offer.

Submission of offers.

Interested persons who are eligible to apply are to indicate their interest by sending all the requested documents under requirements by sending an email to procurement@micas.art by not later than noon of **31st January 2025** indicating the subject and reference of the EOI (MICAS/EOI/001/2025).

Interest submitted by other means will not be considered.

Emails submitted after the Closing Date for the submission will not be considered. No liability will be accepted for rejection of late quotations.

This EOI does not constitute an offer to enter into any contract with MICAS. MICAS will in no case be responsible or liable for such costs or expenses incurred by prospective bidders, whatever the conduct or outcome of the competitive procedure initiated pursuant to this EOI, including cancellation.

Selection and Award Requirements

In order to be considered eligible for the award of this expression of interest, interested applicants must provide evidence that they meet or exceed certain minimum criteria described under Skills and Requirements Section of this EOI.

The contract will be awarded to the interested person submitting the most satisfying Skills and Requirements requested in this EOI.

Selection and Evaluation

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

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Evaluation Criteria Marks

Licenses and insurance	60	Mandatory
All licenses required by the Maltese Regulations to operate a mobile coffee kiosk.	30	
VAT Certificate	10	
Insurance covering the mobile coffee kiosk	10	
Road licenses related to mobile coffee kiosk	10	
Designs	30	Mandatory
Design of mobile coffee kiosk	10	
Design of menu with all food and coffee listed in EOI showing all prices	20	

Pass mark: 60 Total marks: 100

MICAS reserves the right to select and/or reject any or all 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, MICAS reserves the right to assign the job to another service provider who were not necessarily involved in this Expression of Interest. The decision of MICAS in this regard is final and binding.