

EXPRESSION OF INTEREST (EOI) FOR THE PROVISION OF WATER AND WATER DISPENSERS AT VARIOUS INDUSTRIAL ESTATES

REF: IND-GEN-S047-26

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Date published	19 th March 2026
Deadline for request for any additional information from the Contracting Authority	Thursday 26 th March (noon)
Closing Date	Thursday 2 nd April (noon)

This document is downloadable through <https://indismalta.com/expression-of-interest/>.

1. Background

- 1.1 INDIS, is responsible for administering Government-owned industrial parks and related facilities around Malta and Gozo, as well as supporting and promoting their further development. INDIS works closely with other entities, Government departments, and a host of service providers to continue offering the best possible service through the continuous development and management of qualitative, sustainable, and innovative industrial property solutions that are considered a crucial impetus for the islands' sustainable economic development.
- 1.2 Indis Malta Ltd as part of its initiatives, it publishes Expressions of Interest to invite individuals or companies to express their interest in projects, services and supplies of various nature at its' various locations around Malta and Gozo.

2 Scope, Service and Duration

- 2.1 INDIS Malta Ltd is seeking expressions of interest from water suppliers to furnish water and water- dispensers including any ancillary equipment required for the successful provision of service, including but not limited, to water dispensers, and water racking-systems to several sites in Malta and Gozo, administered by INDIS Malta Ltd.
- 2.2 The frequency of supply services will differ by location- occurring weekly, twice a week, twice a month or once every month- based on the operational requirements of each site to ensure a smooth and continuous supply. Throughout the duration of the contract, the operator might be requested to increase the replenishment frequency of the supplies to meet the present operational- exigency. Furthermore, the service must also include the provision of water dispensers, and any additional necessary ancillary equipment.
- 2.3 The service in question is for a period of thirty- six (36) months or upon reaching the Value of this agreement, whichever comes first.

- 2.4 Notwithstanding the foregoing, such Agreement shall be terminated with immediate effect during the Term in the event that payments payable to the Service Provider reach the Grand Total Sum stated in Schedule 1 of this document net of Value Added Tax.
- 2.5 The duration of the service provision shall be for thirty- six (36) months, with the possibility of extension for an additional period not exceeding six (6) months, under the same rates, terms, and conditions and at the discretion of INDIS Malta Ltd. For avoidance of doubt the quantities and values are capped for thirty- six (36) months. In case of extension, same rates, terms and conditions apply and once the original quantities are exceeded, an addendum shall be duly formulated subject to approval.
- 2.6 Agreement may be renewed by INDIS by giving the Service Provider at least two (2) weeks' notice in writing prior to the expiration of the Term. The Service Provider shall have the right to decline any such renewal by informing INDIS in writing within three (3) days from receipt of the notice of renewal.
- 2.7 Service Provider may at any time during the Term and without citing any reason, terminate such Agreement by giving two (2) months' notice in writing to INDIS.
- 2.8 The issuance of this Expression of Interest does not imply any obligation to award a contract, and participation in this process does not entitle applicants to any form of engagement. Parties agree that the relationship being created pursuant to such Agreement is one of a contract for services and such Agreement is not a contract of employment and shall not create any form of employment relationship between the Parties.

3 Responsibilities

- 3.1 The main responsibilities outlined within this agreement are as follows:
- 3.1.1 A frequency of delivery schedule shall be given by the Contracting Authority. Such a schedule may from-time-to- time change to suit the work exigency of the Contracting Authority.
 - 3.1.2 The Supplier must adopt such a schedule and effectively and efficiently maintain such frequency of service for each respective location throughout the Contract term.
 - 3.1.3 Adhere to any subsequent amendments thereto when it comes to frequency of service schedule to ensure a continuous supply.
- 3.2 The submitted proposal and rates are deemed to include:
- 3.2.1 Any rental of the water dispenser (the QTY of which is outlined below)
 - 3.2.2 For the Supply of Water (the QTY's of which is outlined below)
 - 3.2.3 For ancillary equipment such as racking system for the stowing of water supplies
 - 3.2.4 For the timely Delivery of items to each respective location.

Deposits are to be treated independently from this agreement. The CA will fork out these costs at the start of this agreement to be reimbursed at the end of the service, subject that no breakages occur.

4 Remuneration and Payment terms

- 4.1 The fees which are payable to the Service Provider shall be calculated, based on the no. of items supplied for any given week and/ or month.
- 4.2 Payments will be made by bank transfer within 30 days following the submission of the monthly invoice at the start of the month succeeding the service period.

5 Clarifications

- 5.1 The interested individuals may submit any clarification requests to INDIS Malta Ltd by sending an email to eoim@indismalta.com by not later than the date provided in the Timetable in Item 7. The interested individuals are advised that clarification notes, interpretations, correction, or changes to the EOI will be uploaded on <https://indismalta.com/> in the Expression of Interest Section.
- 5.2 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 interested economic operators to ensure that the website is reviewed regularly prior submitting their offer.

6 Submission of Interest

- 6.1 Submissions should follow the below guidelines:
 - a. Individuals who are interested to apply must do so by sending an email to eoim@indismalta.com, by not later than Wednesday the 2nd of April 2026 (noon), indicating the subject as **IND-GEN-S047-26**.
 - b. A submission must include the costs of the water supply, water delivery throughout the contract term as well as any other ancillary items/ equipment deemed included within the service.
 - c. Submissions received after the closing date of this EOI will not be considered.
 - d. All submissions will be acknowledged and treated in the strictest confidence.

7 Selection

- 7.1 This expression of interest shall be awarded to the cheapest compliance bidder. To be eligible for this EOI, interested Service providers must provide evidence that they can provide the service in its' totality and entirety inclusive of logistics and upkeep.

8 Application

- 8.1 Interested candidates are invited to submit their expression of interest including:
 - a. A submission of the costs, populated in the financial offer (Schedule 01).
 - b. A proposal detailing a plan of how the deliverables will be met.

9 Terms and Conditions

- 9.1 Indis Malta ltd reserves the right to cancel the service provision at any time, and the service provider has no right to claim compensation for damages in this regard.
- 9.2 The Service Provider shall conform to the general Government of Malta rules and regulations in force from time to time.

- 9.3 The Service Provider shall not enter into any contractual commitment on behalf of INDIS Malta Ltd without first obtaining written permission from the Executive Chairperson.
- 9.4 The Service Provider warrants that s/he shall perform the Services in good faith, with due diligence and to a high level of professional skill and care.
- 9.5 INDIS Malta shall have no limitation on its right to appoint at any time other third parties to provide, in whole or in part, one or more of the services stipulated in Section 3 of this document.
- 9.6 The Contractor acknowledges and agrees that this Agreement does not grant the Contractor exclusive rights to supply the goods and/or services described herein to the Contracting Authority. The Contracting Authority reserves the right, at its sole discretion, to procure the same or similar goods and/or services from other contractors or suppliers, whether under separate agreements or procurement procedures, where it deems such action to be in its best interest, including but not limited to considerations of price, quality, availability, or operational requirements. Such procurement from other sources shall not constitute a breach of this Agreement, nor shall it entitle the Contractor to any claim for compensation, damages, or loss of profit.
- 9.7 The Service Provider shall not use or engage sub-contractors to provide the Services stipulated under this document. The Service Provider shall not enter any contractual commitment on behalf of INDIS Malta Ltd without prior written consent of the Executive Chairperson.
- 9.8 Contractual obligations may not be modified other than by a written instrument executed by duly authorized representatives of the Parties. This applies also to any amendments and/or additions to Contracts which shall be made in writing and signed by authorized representatives of the Parties. Any annexes, appendixes, amendments and/or additions to Contracts are held as integral parts of the Contract from the day of their signing.
- 9.9 No waiver of any provision of a Contract shall constitute a waiver of any other provision/s or of the same provision on another occasion. Failure of either Party to enforce any provision of a Contract shall not constitute a waiver of such provision or any other provision/s of the same Contract.
- 9.10 Any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to such Contract and/or any of its appendixes, amendments and/or additions or their formation (including any non-contractual disputes or claims), shall be governed by the Laws of Malta and the Courts of Malta have exclusive jurisdiction over all such disputes arising from and relating to its interpretation, performance, execution and otherwise.

10 Right of Refusal

- 10.1 The Authority reserves the right not to consider any of the submissions, since participation in this process does not give prospective candidates the right to be engaged. The decision of the INDIS Ltd. will be final and binding on all participants.

11 List of Consumables

- 11.1 Successful Bidder would need to deliver an estimated 5,049¹ 11- Ltr Bottles on a yearly basis.

¹ The listed Qty is an indicative one.

- 11.2 Successful Bidder would need to supply the Contracting Authority with 9 in no. water dispensers which are to be maintained throughout the Contract Term. Another 5 in no. are provisional.
- 11.3 Successful Bidder would also need to supply the Contracting Authority with 40 in no. Bottle racks to be kept throughout the Contract Term.

Schedule 1. Provision of Water & Water Dispensers including any necessary ancillary Equipment.

Contact Details	Mobile:	Email:	Vat no:
Name of Company			Company Reg No

Address			
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Item No	Description	Unit	Capped Qty	Rate (€)	Total Amount including Taxes, other Duties & Discounts <u>but</u> Exclusive of VAT (€)
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1.01	<p>Rate for the supply of 11-Ltr Water Bottles, shall include for the delivery, supply, maintenance, and upkeep of 9 in No. Water Dispensers and 40 in No. Water Racks. Deliveries are to be conducted from Monday to Friday as required during office hours and as deemed necessary by the Contracting Authority. The supplies and deliveries are expected to cover a period of Thirty- six (36) months.</p> <p>Deliveries may be expected to occur weekly, twice a week, monthly and/or twice a month, in the below- mentioned locations:</p> <ul style="list-style-type: none"> • Gozo Innovation Hub • Mosta Techno Park (Indis Head Office) • Mosta Techno Park (Ancillary Office) • Hal Safi • Ta' Qali Crafts Village <p><i>All QTY's and occurrences are only for indicative purposes, as the listed amounts may increase or decrease based on the Contracting Authority's work exigencies. No claim for compensation based on modification of such QTY's shall be entertained from the CA.</i></p>	Per/ Bottle	5,049		
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1.02 (PROVISIONAL)	The Supply, delivery, upkeep, and maintenance of 5 in No. Water Dispensers at any given point throughout the Thirty-six (36) month' contract term. Payment will be done on a pro- rata share.	Per/ Dispenser- Weeks	780		
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Grand Total					
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Note 1: The rate/s indicated are deemed to comprise all items related to the successful implementation of the service, including all necessary activities. This is deemed to include but not limited to the supply of water bottles, water dispensers, water racks, and any associated items, and/ or tasks, site visits, and deliveries. The costs of such a service in its' entirety shall be deemed to be included in the rate/s provided.

Note 2: The frequency of deliveries is only for indicative purposes, the rate of which may be subject to changes to reflect the Contracting Authority work exigency. The quantities given in the Schedule are only indicative. The quantities represent the coverage of the duration of Thirty- six (36) months.

Note 3: The locations indicated are for guidance only. The Contracting Authority reserves the right to substitute these locations or add new ones as required to meet its' operational needs.

Signed by:	In the capacity of:	Being fully authorized by and acting on behalf of
.....
		Date:

Contracting Authority: **INDIS Malta Ltd**

Signed by: **Dr Jean Pierre Attard** in the Capacity of **Executive Chairman**,
Being fully authorised by and acting on behalf of **INDIS Malta Ltd**

Sign:

Date: