



**Fee: FREE OF CHARGE**

**TENDER FOR THE GRANT ON ENCROACHMENT TERMS OF  
SITES AT XEWKIJA INDUSTRIAL ESTATE  
FOR FOOD AND BEVERAGES KIOSKS**

INDIS Malta Ltd notifies that sealed tenders for the grant on encroachment terms of sites at Xewkija Industrial Estate for movable food and beverages kiosks, will be received at the offices of the company (88, Msida Valley Road, Birkirkara) until **Tuesday 18<sup>th</sup> June, 2024 at 10:00am.**

**CONDITIONS OF TENDER**

1. No tender will be considered unless:-
  - (a) it is received at the offices of INDIS Malta Ltd, 88, Msida Valley Road, Birkirkara Malta on or before the date and hour fixed above;
  - (b) it is made on the prescribed form;
  - (c) it is signed by the party tendering or a lawful representative;
  - (d) it contains the following documents:
    - (i) a copy of the identity card(s) of the person(s) making the offer;
    - (ii) a copy of the relative permit issued by the competent authority whereby tenderer would be authorised to act as hawker. The permit must be current as at the closing date for submission of tenders;
    - (iii) a copy of the VAT registration certificate of the person(s) making the offer;
2. Tenderers may submit offers for one or more sites;
3. **All offers shall be exclusive of VAT;**
4. Tenderers shall not retract or withdraw their tenders for a period of three (3) calendar months from the date of the expiration of the period fixed for the submission of the tenders so that the tenders shall remain binding and may be accepted at any time during the said period of three (3) calendar months;

5. The grant on encroachment terms will be awarded to tenderers who make the most advantageous offer in respect of a particular site. Notwithstanding the foregoing, INDIS reserves the right to accept or reject any tender and/or to cancel the whole tender procedure before and after the closing time established for the submission of the tenders and/or all tenders. INDIS reserves the right to initiate a new invitation to tender. Under no circumstances will INDIS be liable for damages, whatever their nature (in particular damages for loss of profits) due to the cancellation of a tender procedure, even if INDIS has been advised of the possibility of damages. Offers made below the minimum encroachment fee of **four thousand euro (€4,000) Exclusive of VAT per annum** per site will not be considered;
6. Successful tenderers shall call at the offices of INDIS when summoned to do so for the execution of an encroachment agreement. The agreement shall be in the form shown in the annex to this tender document marked "Specimen Encroachment Agreement". No variants are allowed;
7. Successful tenderers whose offer is accepted shall be responsible for damages which INDIS may sustain should they fail to appear for the execution of the encroachment agreement on the date and time indicated in the letter of acceptance;
8. Further information regarding the conditions of this procedure may be obtained on application to INDIS, during office hours. Requests for clarifications shall be made not later than four (4) days before the deadline for submission of offers. Clarifications will be issued to all tenderers through the means of communications indicated by them when collecting the tender document not later than three (3) days before the deadline for submission of offers;
9. In adjudicating the offers, INDIS shall assume that tenderers are familiar with the sites being offered. Clarifications in this regard may be requested in accordance with the preceding clause 8;
10. Any dispute, controversy or claim arising out of relating to this tender, or the breach, termination or invalidity thereof, shall be settled by arbitration in Malta in accordance with Arbitration Act (Cap. 387 of the Laws of Malta). For the purpose of this clause, in case of dispute, conflict or claim, the arbitral tribunal shall be composed of a single arbitrator who shall be appointed by the Chairman of the Malta Arbitration Centre. The place of arbitration shall be Malta, the proceedings shall be in the Maltese language and the applicable substantive law shall be the Maltese Law.

**TENDER FOR THE GRANT ON ENCROACHMENT TERMS OF  
SITES AT XEWKIJA INDUSTRIAL ESTATE  
FOR FOOD AND BEVERAGES KIOSKS**

**FORM OF TENDER**

**PART A – Tenderer’s Details:**

<b>Name:</b>	
<b>ID Card Number or Company Registration Number:</b>	
<b>Address:</b>	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>E-mail Address:</b>	
<b>VAT No.</b>	

**PART B – Spouse’s / Partner’s Consent:**

*NOTICE: This part is to be completed only if the person submitting the offer is married or in a civil partnership. This part does not apply for a limited liability company or in the case of a tenderer who is legally separated or for whom the regime of community of acquests does not apply.*

I, the undersigned

<b>Name:</b>	
<b>ID Card Number:</b>	

hereby give my consent to be bound by this offer for all intents and purposes of law.

<b>Spouse’s / Partner’s Signature:</b>	
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### PART C – Offer:

With reference to the invitation to tender issued by INDIS Malta Ltd for the grant on encroachment terms of sites at Xewkija Industrial Estate for food and beverages kiosks, I hereby submit the following offer:

Site	Location	Offer Ex- VAT (per annum):	Minimum Offer:
<b>Xewkija Industrial Estate</b>			In terms of clause 5 of the tender document, offers below the minimum encroachment fee of <b>four thousand euro (€4,000) Ex-VAT per annum per site</b> will not be considered
1	Site at <b>Xewkija Industrial Estate</b> measuring circa twenty six square metres (26m <sup>2</sup> ) shown hatched in red on the plan bearing drawing number GGX_KSK_L02 A.		
2	Site at <b>Xewkija Industrial Estate</b> measuring circa twenty six square metres (26m <sup>2</sup> ) shown hatched in red on the plan bearing drawing number GGX_KSK_L03 A.		

1. I understand that this tender will be awarded in accordance with the conditions of tender which were published by INDIS Malta Ltd and of which I am fully aware.
2. I undertake not to withdraw this offer before the lapse of three (3) months from the last date for the submissions of offers in pursuance of this call for tenders, and I understand that during this three (3) month period I may be summoned by INDIS Malta Ltd to appear for the execution of the encroachment agreement, in the form which was made available with the tender document. I declare to have taken cognizance of the encroachment conditions and that I am willing to subscribe to such terms.

<b>Tenderer's Signature:</b>	
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*NOTICE: In the event that the tenderer is a limited liability company, (i) the following fields are to be completed; and (ii) the person signing this offer should, on pain of nullity, be vested with the legal representation of company. INDIS may request the tenderer to submit proof to this effect*

<b>Name:</b>	
<b>ID Card Number:</b>	

**This offer is to be deposited in a sealed, opaque envelope at the offices of INDIS Malta Ltd by not later than the date and time stated in the invitation to tender. Tenders should be addressed to “INDIS Malta Ltd” and are to carry the following information: “TENDER – KIOSKS”.**

**An AGREEMENT made this [-] day of [-] of the year two thousand and twenty four (2024)**

BETWEEN:

**INDIS MALTA LIMITED (C. 28965)**, (hereinafter referred to as the 'First Party', and hereon represented by the Chief Executive Officer (CEO) [-], holder of Identity Card number [-], duly authorised, (hereinafter referred to as the "First Party");

And

**[-]**

(hereinafter referred to as the 'Second Party');

And collectively referred to as the 'Parties';

Whereas the First Party has issued a call for tenders for the grant on encroachment terms of sites at Xewkija Industrial Estate for food and beverages kiosks;

Whereas the Second Party has made an offer in respect of a site, which offer has been accepted by the First Party;

NOW IT IS HEREBY AGREED as follows:

## **1 Definitions**

1.1 In this agreement, the following capitalised terms shall have the meaning ascribed to them below:

'Concession Fee' shall mean the sum of [-] which sum is expressed on a *per annum* basis;

'Estate' shall mean the Xewkija Industrial Estate;

'Plan' shall mean the drawing bearing number [-] hereto annexed and marked as Document 'X';

'Site' shall mean the site at the Estate measuring circa \_\_\_\_\_ square metres (\_\_\_\_\_m<sup>2</sup>) shown hatched in red on the Plan;

1.2 Words, expressions, phrases and terms referring to the masculine gender shall be construed as also referring to the feminine gender and vice-versa;

- 1.3 Words, expressions, phrases and terms referring to the plural shall be construed as also referring to, and including, the singular and vice-versa;

## **2 Concession**

- 2.1 The First Party hereby grants to the Second Party, which accepts, a special permission to use the Site on encroachment subject to the terms and conditions contained herein;
- 2.2 During the term of the concession, the Second Party shall use the Site solely to place a mobile kiosk for the sale of food and beverages;
- 2.3 The Second Party shall throughout the term of the concession, seek to obtain, keep and abide by the conditions of a street hawker permit issued by the Trade Licensing Unit (TLU) within the Commerce Division as well as any other necessary permit which may be required in terms of law;
- 2.4 The Second Party shall not cause any nuisance to users of the Estate;
- 2.5 The Second Party shall not assign the rights arising from this agreement under any title or in any other manner or form whatsoever to any third parties;
- 2.6 The Second Party agrees and acknowledges that it is the duty of the Second Party to file all necessary application forms with the appropriate authorities for any and all services and/or permits required by any law, regulation, or statute now, or in the future, in force;
- 2.7 The Second Party agrees and undertakes to keep the First Party fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Second Party or any persons at the Site expressly or impliedly with his authority, or any breach or non-observance by the Second Party of the covenants, conditions or other provisions of this agreement;
- 2.8 The Second Party shall ensure compliance with all sanitary, health, safety and fire rules and regulations at all times. The Second Party shall follow good practice with regard to waste separation and disposal;
- 2.9 The concession is being made with the express intention so that the Second Party will offer food and beverages to users of the Estate;
- 2.10 The Second Party shall maintain the kiosk clean and tidy and in a good condition. The kiosk shall not occupy more than the area specified in the drawing annexed hereto. No permanent or temporary structures shall be placed outside the mobile kiosk. In the event that Second Party acts in breach of this clause, the First Party may impose a penalty of ten euros (€10) per day for the first fourteen days of breach, which penalty shall increase to fifty euros (€50) per day for each day after the first fourteen days of breach. This penalty shall be due by way of pre-liquidated damages and the Second Party hereby waives its right to claim any

abatement. The imposition of the penalty shall be without prejudice to any right pertaining to the First Party under any other clause of this agreement;

- 2.11 For avoidance of doubt, it shall not be permissible for the second Party to place any tables and/or chairs outside the mobile kiosk.
- 2.12 The Second Party shall not hinder other users of the Estate from making use of the facilities of the Estate;
- 2.13 The Second Party shall collaborate with the First Party as may be necessary and shall comply with any instruction that may be issued by the First Party for the better management of the Estate, including (if and when necessary) to keep the kiosk closed for business for such period as may be reasonably determined by the First Party;
- 2.14 The Parties agree that the Second Party shall be under no obligation to provide any other service or assistance beyond that specified in this agreement;

### **3 Concession Fee**

- 3.1 The Concession is being made for the Concession Fee which fee shall be paid yearly in advance at the registered office of the First Party;
- 3.2 VAT and any other tax or impost which may be applicable from time to time shall be added to the Concession Fee;
- 3.3 Payment shall be made through the direct debit mandate mechanism and for such purpose the Second Party is in agreement with the terms and conditions of the attached direct debit mandate form marked as Document "Y" which direct debit mandate form is being endorsed by the Second Party simultaneously with this agreement;

### **4 Security Deposit**

- 4.1 The Second Party is hereby depositing with the First Party, which accepts, a security deposit in a sum equivalent to the annual Concession Fee. The First Party will hold the bank guarantee as security for the Second Party's faithful and prompt performance of all of its obligations under this agreement.
- 4.2 Should the Second Party at any time fail to keep or perform any of the terms, covenants, or conditions of this agreement, then the First Party may, at its option, appropriate and apply all or any necessary portion of the security deposit to compensate for its loss, penalty or damage due to such breach. Such election will not be deemed to waive non-payment or non-performance and shall not preclude the First Party from exercising any of its other rights hereunder.

### **5 Term**



- 5.1 The concession is being made and accepted for a term of three (3) years, which term may be renewed, at the First Party's sole discretion, for a further (subsequent) period of three (3) years up to a maximum of six (6) years;
- 5.2 Notwithstanding the provisions of the preceding sub-clause, the concession shall, throughout its term, retain its' precarious character and the First Party may, at its' sole discretion, terminate this encroachment at any time request the Second Party to release the Site and remove his kiosk and/or any other property therefrom. In default the Second Party shall be liable to pay to the First Party pre-liquidated damages of two hundred euro (€200) for each day during which the Second Party continues to occupy the Site. It is further agreed that the said pre-liquidated damages are for mere delay and the Second Party hereby waives their right to demand any abatement of the pre-liquidated damages which may become due;
- 5.3 The First Party may terminate the concession at any time should the Second Party be in default of any obligation incumbent upon him in terms of this agreement;
- 5.4 In the event of termination for whatever reason, the Second Party shall forfeit any right to request a refund of any Concession Fee paid in advance;

## **6 Insurance**

The Second Party shall comply with all the insurance conditions contained in the attached Document Z

## **7 Dispute Settlement**

- 5.1 The Parties hereby agree that this agreement shall be construed in accordance with the Laws of Malta and the Maltese Courts shall have exclusive jurisdiction to determine any dispute arising therefrom;
- 5.2 Nothing in this agreement shall impair the First Party's right to resort to the powers which it enjoys in terms of law.

THE FIRST PARTY

THE SECOND PARTY

## **Document Z**

### **1 INSURANCE**

#### **1.1 Covenant to insure**

The Second Party covenants with the First Party to insure in the joint names of the First Party and the Second Party, against third party liability, including legal costs and expenses.

#### **1.2 Details of the insurance**

##### **1.2.1 Office, underwriters and agency**

Insurance is to be effected with reputable underwriters duly authorised to provide insurance cover in Malta. The proper law for the purposes of any policy required under this Lease shall be the laws of Malta and the courts of the Republic of Malta shall have exclusive jurisdiction in connection with any claim or dispute in connection with any such policy. In the event that the underwriter is located in a foreign jurisdiction, such underwriter shall appoint—for the whole term of the policy—a service agent in Malta

##### **1.2.2 Insurance cover**

Insurance must be effected for the following amounts—

1.2.2.1a minimum of €1,165,000 for Public Liability Insurance including food and drinks extension in respect of death of, or bodily injury (including disease), to any person, or loss of or damage to third party (including Second Party's employee's) property, per occurrence (with a minimum aggregate limit in any period of insurance of €2,350,000);

Provided that it shall be the responsibility of the Second Party to ensure that the minimum aggregate limits of indemnity are adequate in the context of clause 2.2 of this Agreement;

##### **1.2.4 Public liability cover**

The Second Party's public liability insurance cover must provide that any other buildings owned and/or administered by the First Party shall, be deemed to be third party property and that the policy shall cover liability for loss or damage to such other buildings.

#### **1.4 Second Party's further insurance covenants**

The Second Party covenants with the First Party to observe and perform the requirements of this Document.

#### 1.4.1 Requirements of insurers

The Second Party must comply with all the requirements and recommendations of the underwriters.

#### 1.4.2 Policy avoidance

The Second Party must not do or omit anything that could cause any insurance policy to become wholly or partly void or voidable.

#### 1.4.3 Fire-fighting and other equipment

The Second Party must keep the Site supplied with such fire fighting and health and safety equipment as is required by or under any law to ensure a safe working environment and in efficient working order.

#### 1.4.4 Combustible materials

The Second Party must not store on the Site or bring onto them anything of a specially combustible, inflammable or explosive nature which are not required for clause 2.2 of the Agreement. Without prejudice to the foregoing, the Second Party must comply with all legal obligations and with all the requirements and recommendations of any fire authority, of underwriters and of the First Party as to fire precautions relating to the Site.

#### 1.4.5 Notice of events affecting the policy

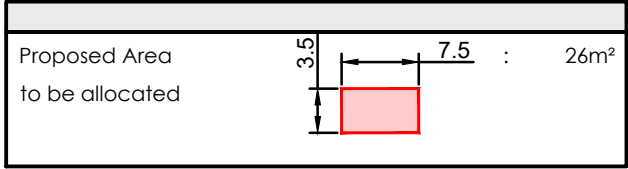
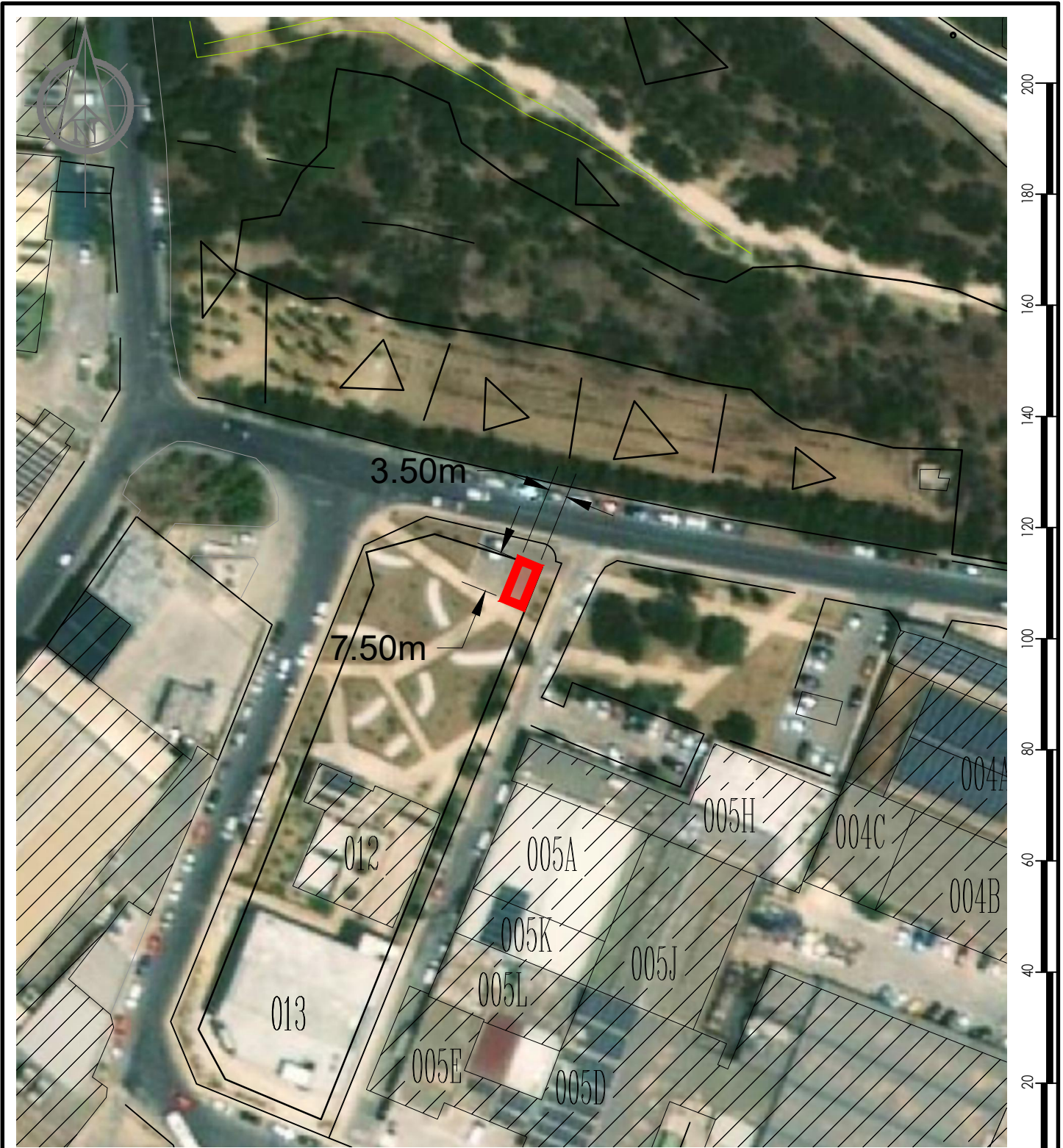
The Second Party must give immediate notice to the First Party of any event that might affect any insurance policy required hereunder.

#### 1.4.6 Copy policy

The Second Party must provide the First Party with a copy of each policy required hereunder, all endorsements and the last premium renewal receipt or evidence satisfactory to the First Party that the policy is in force.

#### 1.4.7 Waiver of Subrogation

The Second Party must produce to the First Party on demand written confirmation from the underwriters that they have agreed to waive all rights against the First Party in respect of loss or damage.



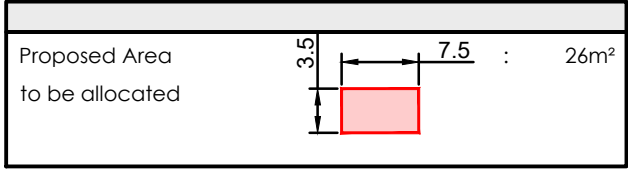
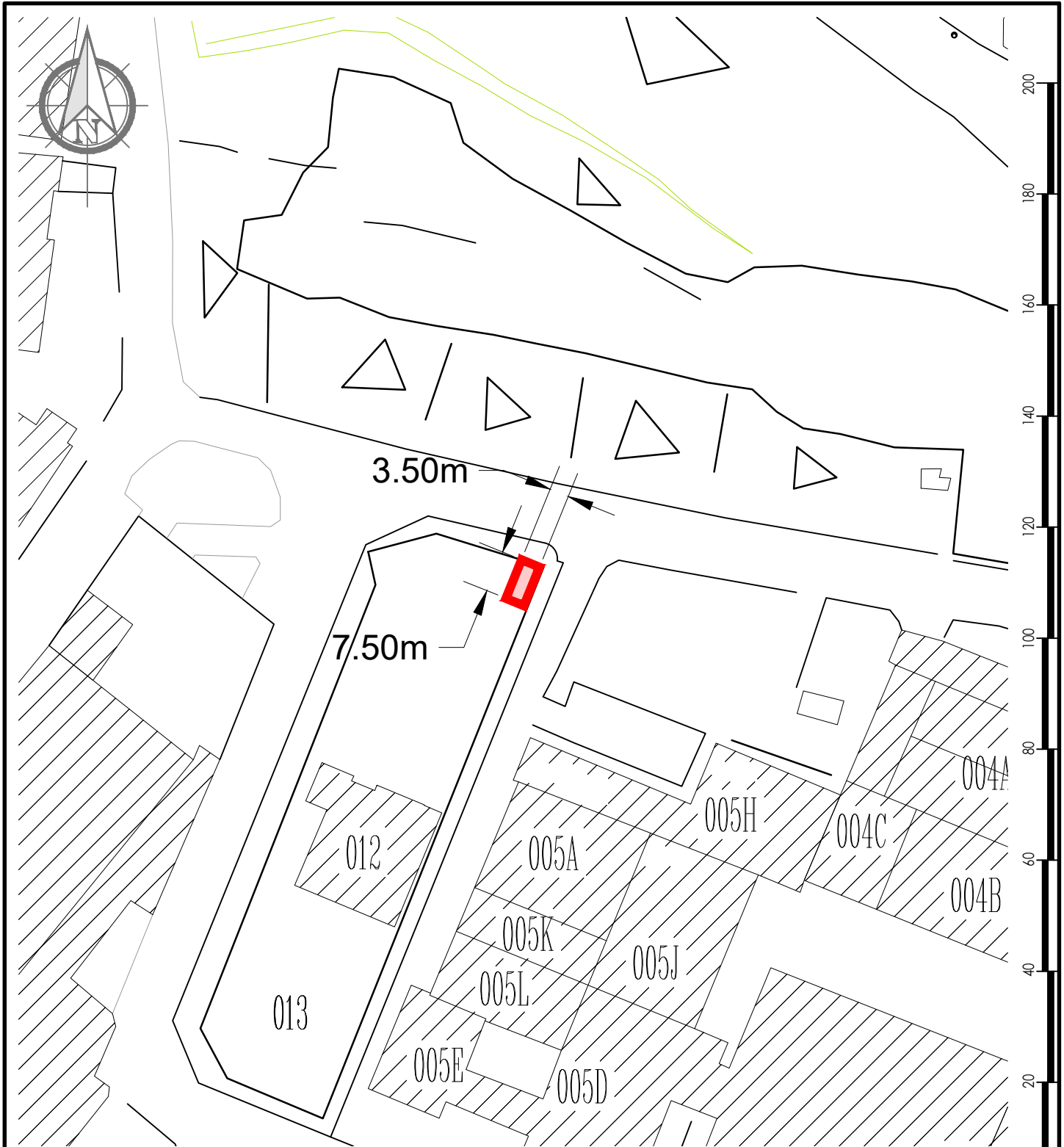
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22.05.24	A	Allocation Changed as Instructed	C.C.
Date	Rev	Description	Drawn

Scale 1:1000

This basemap includes data from the mapping unit, planning authority and licensed on behalf of them



<b>PROJECT TITLE:</b> Xewkija Industrial Estate		<b>DRAWING TITLE:</b> Proposed Location		<b>ACTING LEAD CO-ORDINATOR TECH:</b> S.B.	<b>DRAWN BY:</b> C.C.
<b>DRAWING NO:</b> GGX_KSK_L02 A		Re: Kiosk GGX_KSK_L02_Ortho			
<b>Location:</b> Xewkija		<b>DATE:</b> 15.05.24	<b>CHIEF TECHNICAL OFFICER:</b> R.J.V.	<b>EXECUTIVE CHAIRMAN:</b> J.P.A.	<b>CHIEF OFFICER PRC &amp; PRT MGT:</b> K.B.
<b>SCALE:</b> 1:1000	<b>SHEET SIZE:</b> A4				



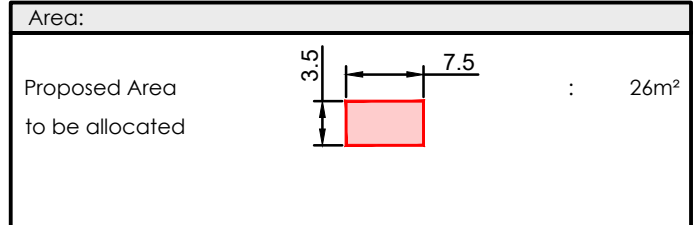
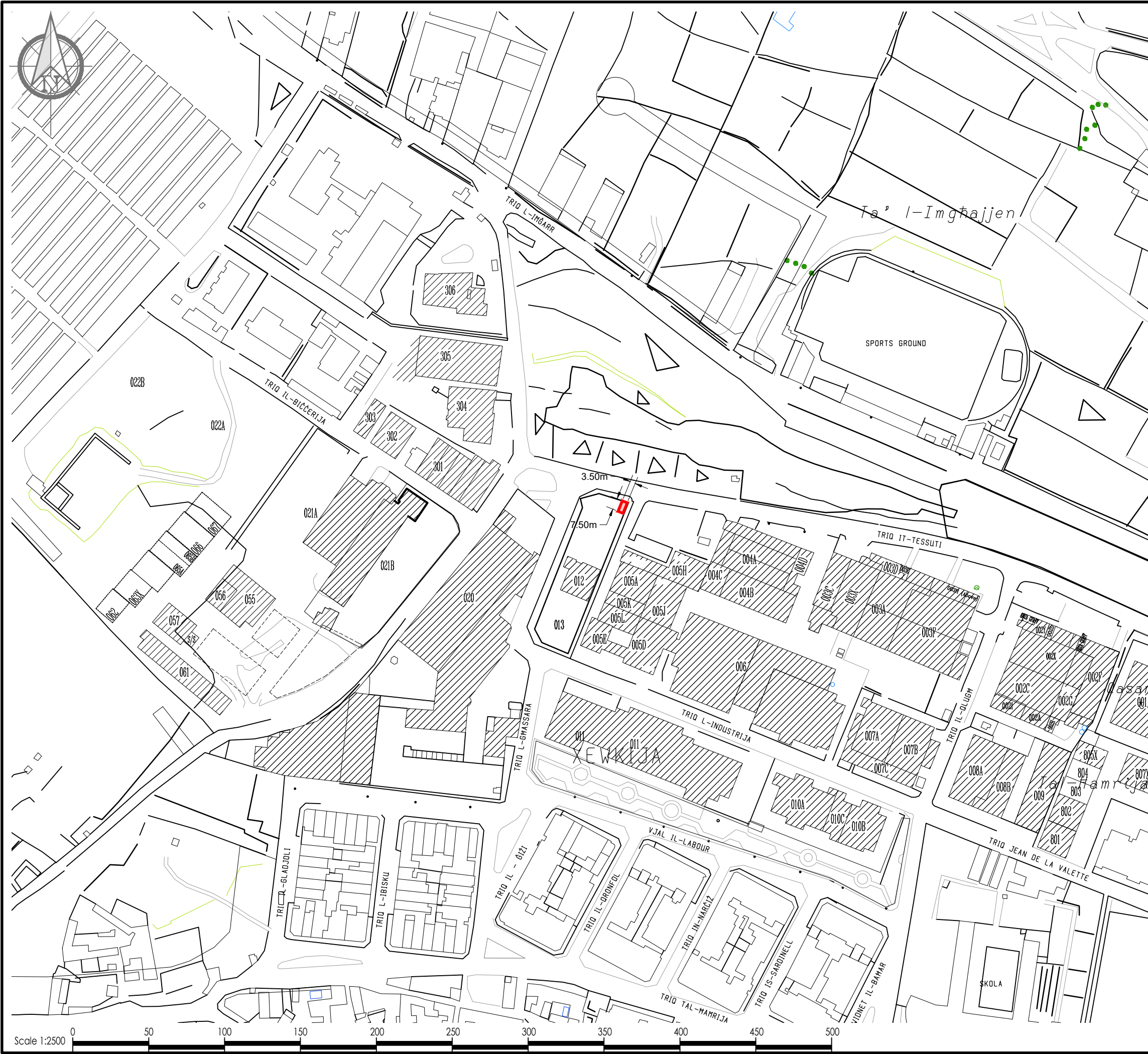
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DRAWING NO: GGX_KSK_L02 A		Re: Kiosk GGX_KSK_L02_			
Location: Xewkija		DATE: 15.05.24	CHIEF TECHNICAL OFFICER: R.J.V.	EXECUTIVE CHAIRMAN: J.P.A.	CHIEF OFFICER PRC & PRT MGT: K.B.
SCALE: 1:1000	SHEET SIZE: A4				



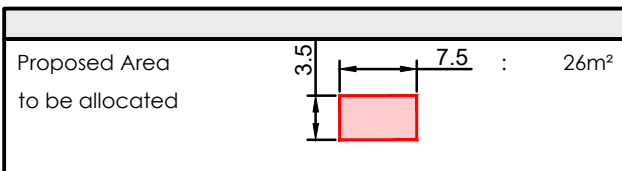
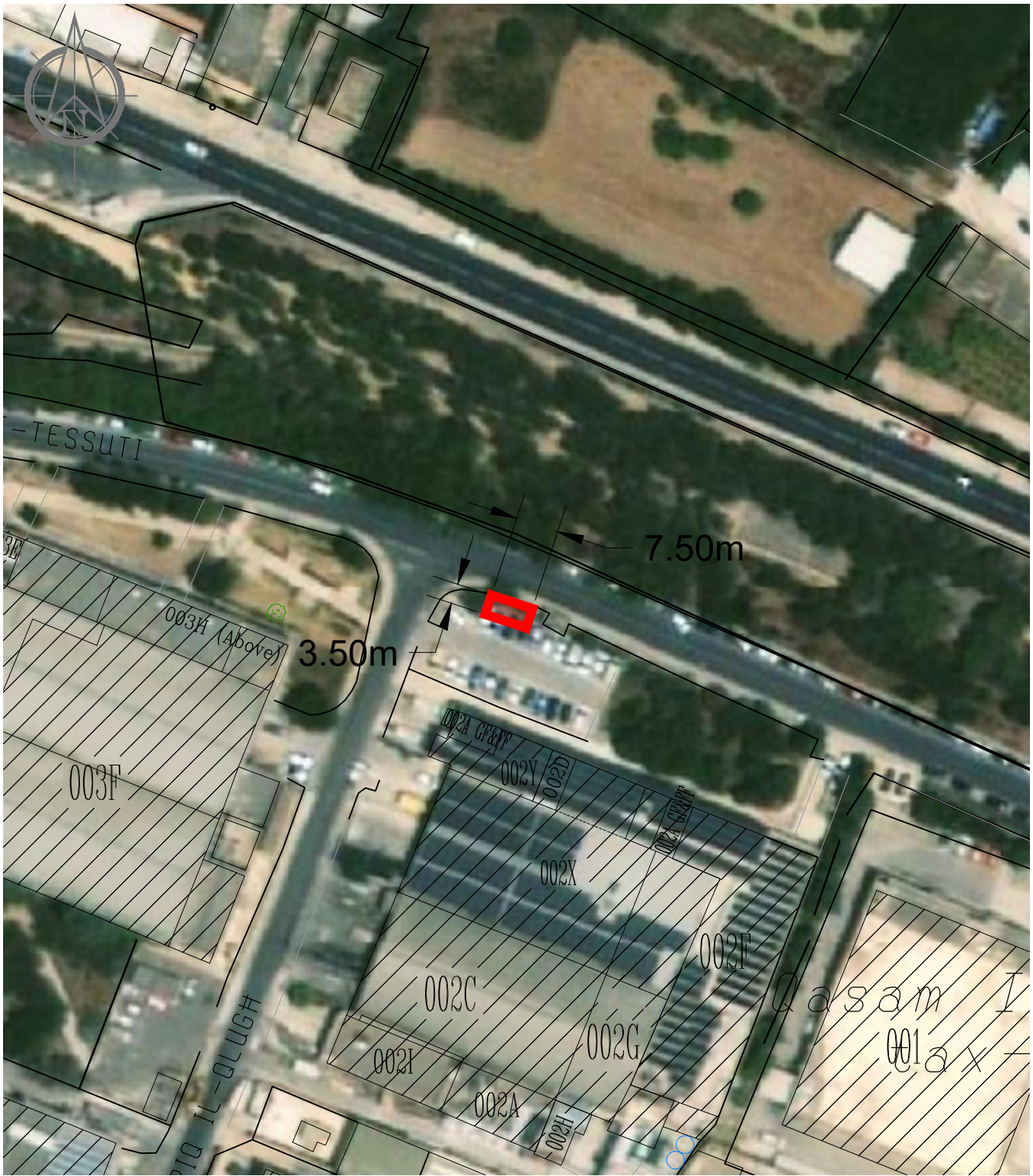
**INDUSTRIAL INNOVATIVE SOLUTIONS MALTA**

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PROJECT TITLE: Xewkija Industrial Estate		
DRAWING NO: GGX_KSK_L02 A	DATE: 14.05.24	
CHIEF OFFICER PRC & PRT MGT: K.B.	CHIEF TECHNICAL OFFICER: R.J.V.	Executive Chairman: J.P.A.
LOCATION: Xewkija	ACTING LEAD CO-ORDINATOR TECH: S.B.	DRAWN BY: C.C.
DRAWING TITLE: Proposed Location Re: Kiosk GGX_KSK_L02		SCALE: 1:500 SHEET SIZE: A3

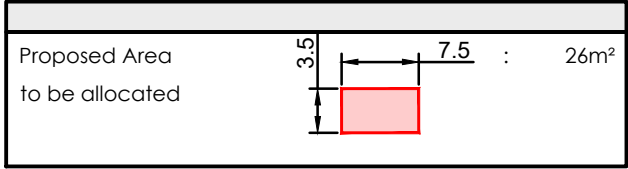
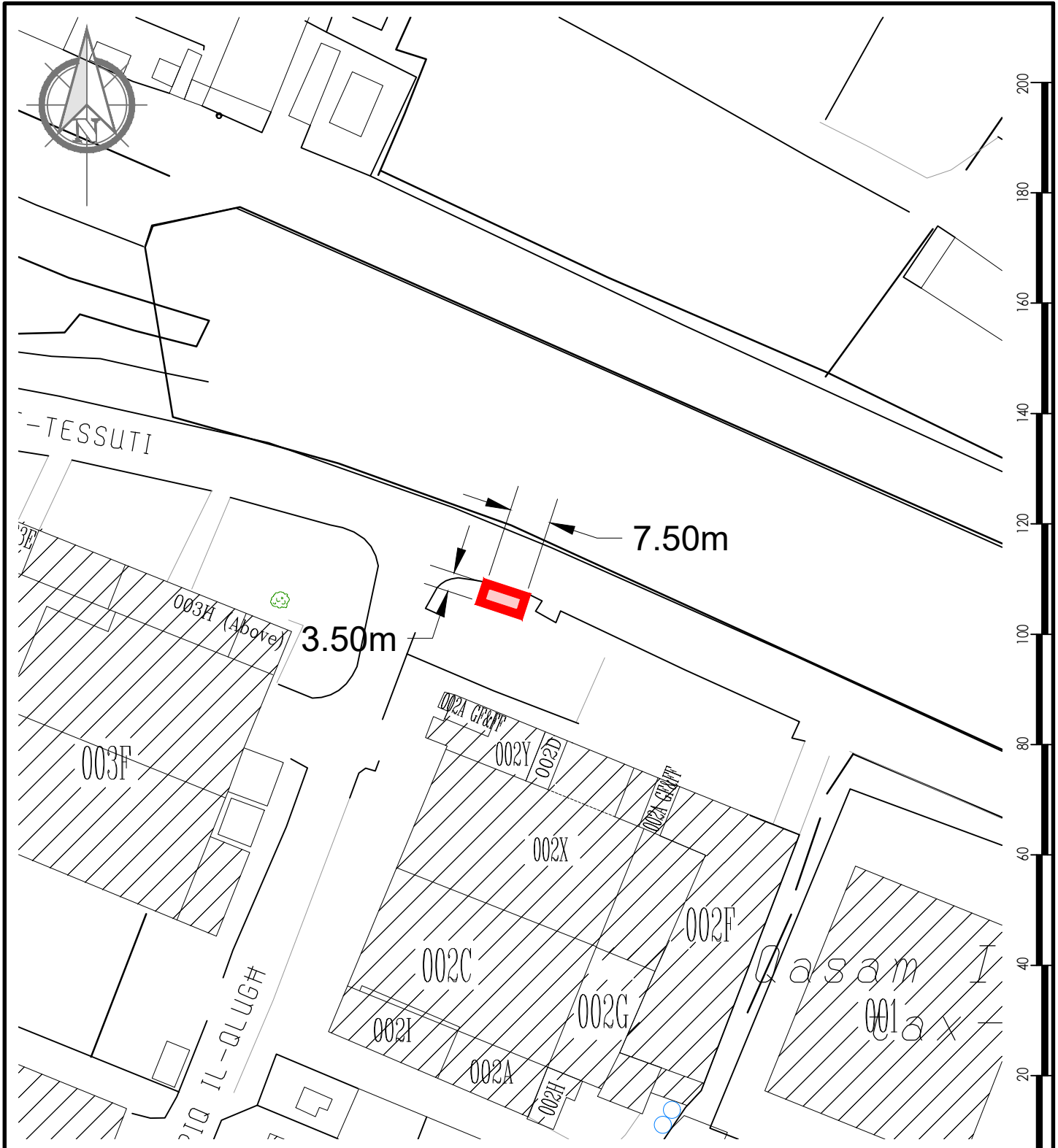


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22.05.24	A	Allocation Changed as Instructed	C.C.
Date	Rev	Description	Drawn

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PROJECT TITLE: Xewkija Industrial Estate		DRAWING TITLE: Proposed Location		ACTING LEAD CO-ORDINATOR TECH: S.B.	DRAWN BY: C.C.
DRAWING NO: GGX_KSK_L03 A		Re: Kiosk GGX_KSK_L03_Ortho			
Location: Xewkija		DATE: 15.05.24	CHIEF TECHNICAL OFFICER: R.J.V.	EXECUTIVE CHAIRMAN: J.P.A.	CHIEF OFFICER PRC & PRT MGT: K.B.
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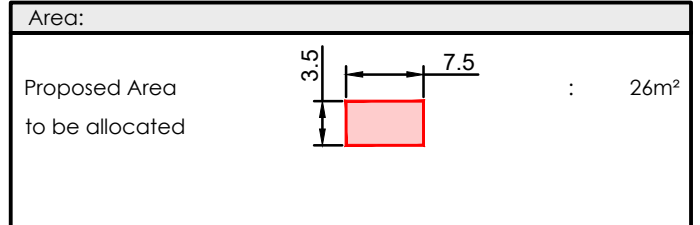
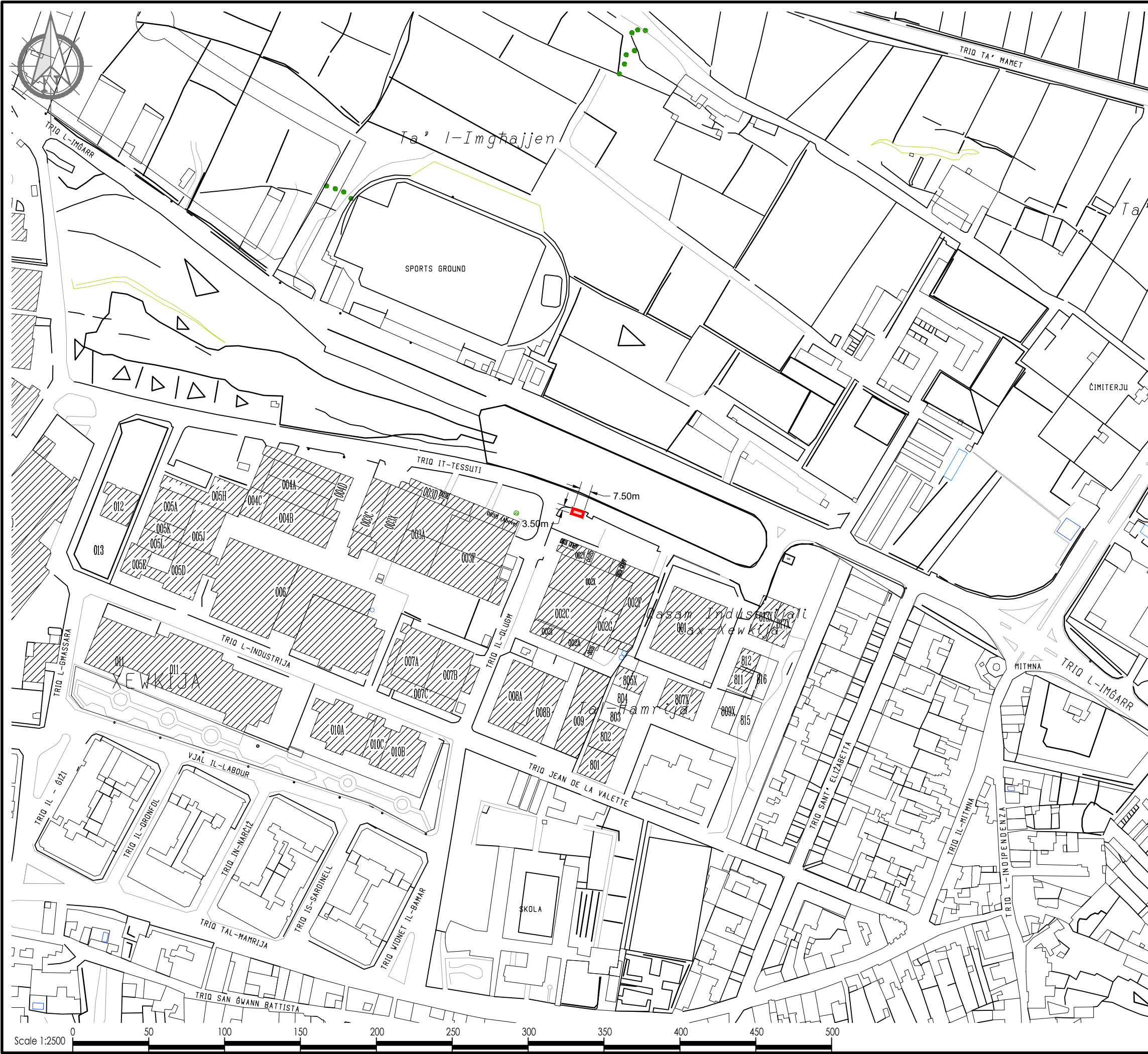
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Location: Xewkija		DATE: 15.05.24	CHIEF TECHNICAL OFFICER: R.J.V.	EXECUTIVE CHAIRMAN: J.P.A.	CHIEF OFFICER PRC & PRT MGT: K.B.
SCALE: 1:1000	SHEET SIZE: A4				





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LOCATION: Xewkija	ACTING LEAD CO-ORDINATOR TECH: S.B.	DRAWN BY: C.C.
DRAWING TITLE: Proposed Location Re: Kiosk GGX_KSK_L03		SCALE: 1:500 SHEET SIZE: A3