DEPT. REF: **GCOL C 01/2026**

CALL FOR OFFERS FOR THE LEASING OF BOOTHS WITHIN MGARR TERMINAL

Date Published:	**27 November 2026**	
Closing Date:	**18 December 2026**	**At 10:00am CET**

Free of Charge

IMPORTANT:

Clarifications shall be made available to view/download from www.gozochannel.com

Gozo Channel (Operations) Limited
24 – 26 Shore Street, Mgarr, Gozo

CALL FOR OFFERS FOR LEASING OF BOOTHS WITHIN MGARR TERMINAL - GCOL C 01/2026

1. Scope and purpose of this call

1.1 Introduction

1.2 Gozo Channel (Operations) Limited is seeking Offers for the leasing of booths within the Mgarr Terminal. The number of booths available for leasing is eight (8).

1.3 Applicants shall submit the bid as per the stipulated format in Annexes 1 to 4. Each application submitted in response to this call for Offers must clearly indicate the details of the applicant as per the attached documentation.

2. Bid Process

2.1 Method of Submission

2.1.1 Applicants are required to complete and submit the following documents (as per attached forms in Annexes 1, 2, 3 and 4).

a. Annex 1: Details of Bidders Form
b. Annex 2: Minimum Hours Workers Cost Form
c. Annex 3: Blacklisting and Exclusion Grounds Form
d. Annex 4: Financial Offer Form

Documents should be closed in a sealed envelope, with the Document No and the Description of the Document clearly marked on them and deposited in the tender box, (Gozo Channel (Operations) Limited, 24 – 26 Shore Street, Mgarr, Gozo) by the time and date set for the submission of applications.

Late Submissions will not be accepted.

2.1.2 Each document must be duly signed by the applicant. In the case of a registered company this must be signed by an authorized representative of the company.

2.1.3 By submitting a bid the applicant shall be deemed:

i. To have understood and accepted all the contents of this document;
ii. To be in a position to carry out all the services included in the Call for Offers; and
iii. To have accepted the conditions, payment terms and requirements under which the services required would be contracted.

2.1.4 It is the applicants' sole responsibility to read and understand the whole document, and submit their application in accordance therewith.

2.2 Award of Call for Offers

2.2.1 Gozo Channel (Operations) Limited reserves the right to reject any offer. Moreover, Gozo Channel (Operations) Limited reserves the right to cancel the whole Call for Offers procedure and reject all bids. Gozo Channel (Operations) Limited reserves also the right to initiate a fresh call for Call for Offers. In the event of a Call for Offers procedure's cancellation, bidders will be notified by Gozo Channel (Operations) Limited. Cancellation may occur where: the Call for Offers procedure has been unsuccessful, namely where no qualitatively or financially worthwhile bid has been received or there has been no response at all; the economic or technical parameters of the Call for Offers have been fundamentally altered; exceptional circumstances or force majeure render normal performance of the Call for Offers impossible; all technically compliant Call for Offers/s exceed the financial resources available and there have been irregularities in the procedure, in particular where these have prevented fair competition. In no circumstances will Gozo Channel (Operations) Limited be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a Call for Offers, even if Gozo Channel (Operations) Limited has been advised of the possibility of damages. The publication of a contract notice does not commit Gozo Channel (Operations) Limited to implement the programme or project announced.

Moreover, if during the duration of the Contract, Gozo Channel (Operations) Limited ceases to operate, and therefore the Contract will no longer be effective, Gozo Channel shall not in so doing incur or be liable for any damages, loss of revenue, expenses or any addition financial costs whatsoever from the Contractor.

No bid/s will not be entertained or accepted from bidder/s who are providing a similar service as that of Gozo Channel Operations Limited and/or who are direct competitors to Gozo Channel Operations Limited.

2.2.2 Gozo Channel (Operations) Limited shall not be bound to select any application, and will not accept responsibility for any expense or loss which may be incurred by any applicant. In so doing Gozo Channel (Operations) Limited shall not be liable to give any reason whatsoever.

2.2.3 Subject to Clause 2.2.1 and 2.2.2, Gozo Channel (Operations) Limited will issue a Letter of Acceptance/Contract in favour of the selected bidder.

3. Technical Specifications

3.1 Gozo Channel (Operations) Limited invites offers for the provision to the leasing of booths within Mgarr Terminal.

3.2 Bidder can bid for one, several or all of the booths available for leasing. Eight (8) booths are available for leasing within Mgarr Terminal. Bidder must, when submitting his offer indicate the booth/s preferred, as per letters indicated on plan (as per Annex B) and submitted within this document.

3.3 Booth measurements are approximately 2.2 square meters including electricity supply. No structures can be attached to the outer structure of the booth.

3.4 Booth structure is made of wood and granite tops with lamented glass in front of each booth (Frontal photo of booths as per Annex A).

3.5 The leasing of these booths shall be for a period of one (1) year with the option to renew the lease, by mutual consent, for a further period of one (1) year based on the same premium, terms and conditions of this call for offer. Awarded contracts will commence from the 01 January 2027.

3.6 Booths can be manned by one person at any time and one cannot sell/offer products/services from outside the booths. Employees working within the awarded booths must conduct themselves in an appropriate manner (shouting is forbidden within the Terminal). Awarded bidders must work within the booths and cannot sell or provide their services outside the booth/s. If awarded bidder/s is found to be in breach of this clause, Gozo Channel (Operations) Limited can terminate the contract with immediate effect.

3.7 In consideration for the above, the bidder shall pay the Company a Lump Sum, subject to the following terms:

a. Bid/s submitted shall not be less than Euro 4,750.00, excluding VAT or other taxes per booth per annum;
b. Payment will be paid yearly in advance as from the date of signing of the contract.

3.8 The Company shall retain the right to offer a booth with respect of which no successful bids were made to the lowest unsuccessful bidder of the taken booths. Should such bidder accept to take the alternative booth at the price he offered on the originally requested booth, then he shall be granted the lease of the untaken booth according to the same terms and conditions provided hereon.

3.9 Without prejudice to the above, Use of the Booth/s shall be subject to the following conditions:

It must be clearly understood that the following information is provided as an aid to bidders and is not for publication, nor does it form part of any contract. Whilst produced in good faith, no guarantee is given as to the accuracy of the information.

For the avoidance of doubt it is being hereby expressly declared that the following information is in no way to be construed as committing and binding Gozo Channel (Operations) Limited in any way whatsoever.

IN THESE CONDITIONS:

The words 'Company' or 'GCOL' shall mean Gozo Channel (Operations) Limited;

The word 'Successful bidder' shall mean any person or body corporate whose offer for the Call for Offers of a booth has been accepted:

TERMS AND CONDITIONS

Successful bidders must acquire prior approval from Gozo Channel (Operations) Limited with respect to its activity to be undertaken within the booth before commencing activities. Activities to be undertaken must compile/abide with all local legislation (as applicable).

The Successful bidder will be fully responsible for the routine repair and maintenance of such booth/s. The Site/s and booth/s will at all times remain the property of the Company. Moreover, the Successful bidder will be fully responsible for any licenses required to operate these booth/s.

The Company shall have the right to give instructions to increase, reduce or re-locate the booth/s if it appears to the Company that the Successful bidder is not performing in accordance with this agreement.

The Company, for reasons of safety, security or development, may furthermore at any time throughout the duration of this Agreement, in its sole and absolute discretion, re-site any booth or booths to a new location or other locations and the Successful bidder shall be bound to assist the Company in relocating the booth or booths within three months of receiving written notice from the Company under this sub-clause, or earlier if deemed necessary by the Company.

Furthermore, locations for the booth/s may be changed should it is so necessitated by any innovation, introduction of furniture, introduction of safety measures or any other things as may be deemed necessary.

In addition, the Successful bidder shall have the right to advertise only its services/products from the booth/s. The Company reserves the right to disallow advertisements which it deems to be distasteful or offensive to public morality or decency.

This Agreement shall be valid, binding and effective for all intents and purposes of law for all its duration unless it is terminated beforehand under the other terms and conditions of this Agreement. Should at the end of the term of the lease, or the earlier determination thereof, Successful bidder fail to vacate or release the Company property held in his possession under this agreement, and should such failure continue for more than one week after that delivery has been requested by Company, Successful bidder will be responsible in favour of the Company for the payment of a penalty of one thousand Euros (Euro 1,000.00) for each day of default, that is for each day until the Company obtains the full and effective control of the its property. Penalty is payable without prejudice to all other rights pertaining to the Company against Successful bidder including the specific performance of the obligations and the payment of damages.

Without prejudice to the foregoing, all expenses of whatsoever nature connected with the use of the premises shall be borne by the Successful bidder. The Successful bidder shall keep the Company indemnified with any expenses made by itself in this respect.

Moreover, if during the duration of the Contract, Gozo Channel (Operations) Limited ceases to operate, and therefore the Contract will no longer be effective, Gozo Channel shall not in so doing incur any damages, expenses or any addition costs whatsoever from the Contractor.

Contract will commence once current contract expires.

STANDARDS

The Successful bidder shall at all times:

(i) Act in accordance with the accepted standards of the local industry when dealing with third parties;

(ii) Desist from making any representation to third parties that it acts as an agent or in any way enjoys a mandate or authority from the Company;

(iii) Take care not to cause physical damage to the booth/s;

(iv) Cannot install, place or otherwise expose any promotional or advertising material or signage or notices without prior written approval of the Company which approval may be refused and, once given, may be withdrawn at the Company's sole and absolute discretion;

(v) bear all costs and expenses for the provision, installation, placing or exposure of the promotional or advertising display or other material or signage or notices approved by the Company as well as for the removal of same.

OTHER OBLIGATIONS OF THE SUCCESSFUL BIDDER

(i) The Successful bidder is to observe and abide by all the reasonable instructions, safety and emergency orders, and time limits given and set by the Company as regards the content of advertising material which may offend public sentiment or be otherwise inappropriate;

(ii) Pilferage and any damage caused to the booth/s shall be borne by the Successful bidder.

(iii) The Successful bidder shall further be bound to keep the booth/s clean, tidy and in good order.

(iv) The Successful bidder shall at no time keep the booth/s empty. In case the Successful bidder believes that it shall have to keep the booth/s empty, the Successful bidder shall allow and permit the Company, at the Company's cost and absolute discretion, at all times, to place promotional or advertising material in the booth/s itself without charge to the Company.

(v) The Successful bidder shall afford to the Company all information and assistance as is required by the Company to ensure the smooth running of the operation of the vessels and the Terminals. Any such information requested in writing, should be submitted within one week from receipt of request or within any other reasonable time necessitated, for the answer of such request.

(vi) The Company acknowledges that customers have certain basic rights and expects these to be recognized by the appointed Successful bidder.

(vii) Compliance with all relevant legislation related to consumer affairs and planning issues,

(viii) Attention is drawn to safety and security, and the compliance of the Successful bidder is essential in this respect.

(ix) It will be necessary to ensure a close relationship with the management of the Company, in particular those officials who are responsible for the monitoring of the appointed Successful bidder's compliance with the day-to-day operational aspects of the booth/s.

(x) The Successful bidder shall be held solely responsible for damages to third parties, third parties' property, and Gozo Channel (Operations) Limited property due to any type of fault/bad workmanship/material/equipment used during the leasing period in terms or in connection with this agreement.

(xi) The Successful bidder shall further be required to obtain an insurance policy covering all responsibility assumed by him under the Agreement, including responsibility vis-à-vis the Company and third parties.

SECURITY AND SAFETY

The Successful bidder shall abide by all and any directives and/or instructions issued by the Company which, in its sole and absolute discretion are required for the provision and maintenance of adequate security on the ferries.

ASSIGNMENT AND TRANSFER OF RIGHTS

(i) Save as provided above, the Successful bidder shall be expressly prohibited from assigning, transferring or subcontracting all and/or any of its rights and obligations under this Agreement by any title whatsoever or to use the booth/s for any other purpose other than that provided for under this Agreement.

(ii) In the event that the Successful bidder is a commercial company or a commercial partnership formed and existing under the Companies Act, 1995, there shall be no transfer of shares or interests in the Successful bidder without the prior written and express consent of the Company, PROVIDED THAT this clause shall not apply to a transfer of shares *causa mortis* where the transferee is the heir or legatee of the shareholder.

In the event of such a transfer without the consent of the Company, the Company shall have the right to terminate this agreement without giving any notice to the Successful bidder.

(iii) In case of death of the Successful bidder, if the Successful bidder happens to be physical person, this Agreement shall terminate *ipso jure* unless the Company opts to continue this Agreement with the Successful bidder's heirs or legatees.

TERMINATION

Without prejudice to anything contained in any other provision of this Agreement, the Company shall have the option to automatically terminate this Agreement if:

(a) The Successful bidder breaches any of the provisions of this Agreement;

(b) The Successful bidder offers or agrees to give to any person employed, engaged or in the service of the Company or representing the Company (in this clause only referred to as the **"Employee"**) any gift or consideration of any kind;

(c) In the opinion of the Company, the Successful bidder enters into a business relationship of whatever kind with any employee or with a company in which such Employee has an interest;

(d) The Successful bidder goes into liquidation either compulsorily or voluntarily or if any application for the winding up of the Successful bidder is filed in the competent court or if any administrator, receiver or similar officer is appointed for the Successful bidder or if the Successful bidder is declared bankrupt or if bankruptcy proceedings are filed against the Successful bidder;

(e) Any payment due to the Company by the Successful bidder under any provision of this Agreement shall remain unpaid for a period of thirty (30) days from the date payment falls due;

PROVIDED THAT the termination of this Agreement shall not prejudice or affect any right of action or remedy which may be competent or shall thereafter be competent to the Company and, in the event of the issue of a Termination Notice by the Company, (whether disputed or not by the Successful bidder).

NOTICES

(i) Any notice to be served shall be deemed validly served and sent by registered mail or personally by hand at the address of the receiving party

indicated below. Such notices shall also be deemed as validly served if sent by facsimile or email.

(ii) All notices sent as provided herein shall be deemed to have been received:

(a) If sent personally by hand, on the date and time of personal delivery;

(b) If sent by registered mail, three days after having been sent;

(c) If sent by facsimile, on the date and time of sending;

(d) If sent by email, on the date and time of sending.

GOVERNING LAW/JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Malta.

OTHER CONDITIONS

a. The Successful bidder shall have all the necessary authorization and permits covering its operations for the supply of the service requested from all the local authorities.

b. The Successful bidder undertakes to ensure that the services used in connection with this agreement is in conformity with, and in no way contravenes all the relevant laws of Malta at all times. Furthermore the services shall observe principles of morality and public decency, and shall not contain any political, anti-religious, immoral or otherwise inappropriate references and / or insinuations.

INDEMNITY

The Successful bidder further agrees to protect, indemnify and hold harmless Gozo Channel (Operations) Limited from claim made against Gozo Channel (Operations) Limited, interrelated or operated companies and their shareholders, directors, officers, agents, contractors, and employees from and against all claims, demands and causes of action of every kind and character arising from the application of this agreement. In the event of any claims being made against the Company in respect of which the Successful bidder is liable under this condition, the Successful bidder shall be notified thereof by the Company and could, at the Successful bidder's own expense, conduct any negotiations or litigation that may arise thereafter.

NON-OBSERVANCE

Should the Successful bidder fail to abide by the terms or conditions of the eventual Agreement, or should he commit a serious breach of the said Agreement, the Company shall be entitled to terminate the Agreement forthwith by simple letter served on the Successful bidder, and Successful bidder shall be liable to pay the Company by way of penalty the sum equivalent to 25% of the contractual value of the offer submitted. The Contractor cannot make any claim/s for any expenses/ loss of revenue against the Company due to the above.

ARBITRATION

(i) The Parties shall make every effort to settle amicably any dispute or difference, which may arise between them out of or in connection with the Contract. If no such settlement is reached within two (2) months from the date on which the difference or dispute shall arise, or earlier if either party so requests, the difference or dispute shall be settled by arbitration under and in accordance with Maltese Law at the Malta Arbitration Centre, Valletta, Malta by one (1) arbitrator appointed by agreement between the parties or, if either party so requests, by three (3) arbitrators appointed one (1) each by either party and the third, who shall be the chairman, by the two (2) arbitrators appointed by the Parties.

(ii) PROVIDED that if for any reason submission to arbitration is not made within one (1) month either party shall be at liberty to submit the difference or dispute for adjudication by the competent Maltese Courts in the exercise of their ordinary jurisdiction. Any award made on arbitration shall be final and binding on the Parties.

4 Terms of Reference

4.1 Bidders are requested to submit the Lump Sum price requested excluding VAT (as specified in Annex 4) for each booth/s that bidder wishes to bid for.

4.2 Bidders are requested to also submit the following documentation:

i. Bidders are to submit a completed Details of Bidders Form (as specified in Annex 1).

ii. Bidders are to submit a declaration that the employees engaged on this contract cannot be employed on a self-employed basis (as specified in Annex 2).

iii. Bidders are to submit a filled in Blacklisting and Exclusion Grounds Form (as specified in Annex 3)

iv. Any other documents/certificates as specified in clause 3 of this document (if applicable).

4.3 The provisions of this contract are without prejudice to the obligations of Gozo Channel (Operations) Limited in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). Gozo Channel (Operations) Limited, prior to disclosure of any information to a third party in relation to any provisions of this contract which have not yet been made public, shall consult the contractor in accordance with the provisions of the said Act, pertinent subsidiary legislation and the Code of Practice issued pursuant to the Act. Such consultation shall in no way prejudice the obligations of Gozo Channel (Operations) Limited in terms of the Act.

4.4 In carrying out his/her obligations in pursuance of this contract, the contractor shall ensure the application of the principle of gender equality and shall thus *inter alia* refrain from discriminating on the grounds of gender, marital status or family responsibilities. Contractors are to ensure that these principles are manifest in the organigram of the company where the principles aforementioned, including the selection criteria for access to all jobs or posts, at all levels of the occupation hierarchy are amply proven. In this document words importing one gender shall also include the other gender.

5. Communication

5.1 Any query/clarification request must be sent to email address tenders@gozochannel.com by not later than six (6) working days prior to the closing date for the submission of the Call for Offers. All clarifications will be posted by the Contracting Authority within a reasonable time on its website www.gozochannel.com and will be made available to all interested parties.

5.2 No bid can be altered after the closing date.

5.3 Clarification notes will constitute an integral part of the Call for Offers documentation, and it is the responsibility of bidders to visit this website and be aware of the latest information published online prior to submitting their bid.

6. Submission, closing date, opening of submissions

6.1 Bidders are to present their offers on the prescribed forms as per Annexes 1, 2, 3 and 4 below. Only bids submitted in the stipulated format will be considered.

6.2 Interested Parties, when submitting their offer are expected to provide a complete and comprehensive response to this call. Responses should include the following:

i. Details of Bidders as per Annex 1 below;
ii. Minimum Hours Workers Cost Form as per Annex 2 below;
iii. Blacklisting and Exclusion Grounds Form as per Annex 3 below;
iv. Financial Offer as per Annex 4 below;
v. Additional Information (any additional information as requested under clause 3 of this document)

6.3 The closing date is Friday 18th December 2026 at **10.00 a.m.**

6.4 Bids are to be deposited in the Tender Box, Accounts Department, Gozo Channel (Operations) Limited, 24 – 26 Shore Street, Mgarr, Gozo. It is the responsibility of the bidder to ensure that submissions are deposited in the Tender Box ahead of the closing date and time.

7. Bid Evaluation Criteria

7.1 Bids will be evaluated subject to the following two (2) phase criteria. The first phase will consist of the evaluation of the bid subject to the selection and technical criteria. The second phase consists of the evaluation of the bid according to the award criteria. It is also understood that any bids should also be first and foremost administratively compliant. This means that any prescribed forms must be properly filled in and any required documentation present with the bid as per Annexes 1, 2, 3 and 4.

The Evaluation Committee, when checking and comparing Call for Offers documents may ask a bidder/s to clarify any aspect of his bid. Such requests and the responses to them must be made by email and/or fax. They may in no circumstances alter or try to change the price or content of the Call for Offers document, except to correct arithmetical errors discovered by the evaluation committee when analysing the document and/or any further clarifications required by the evaluation board.

7.1.1 Selection Criteria

The selection criteria will consist of the following:

- The bidder's ability to perform the tasks being outlined in the document;
- The bidder's clear understanding of this exercise and deliverables;

Should bidders not meet the selection criteria then they will be excluded and not considered for the award criteria.

7.1.2 Award Criteria

The sole award criterion shall be the price.

The contract will be awarded to the highest offer being technically compliant and satisfying all the selection and technical criteria for each booth/s. Booth/s will be awarded as per offer/s submitted as per letters indicated within bid.

7.2 The final selection shall be in the sole discretion of Gozo Channel (Operations) Limited and the Company is not bound to give any justification for the selection made or decisions taken. The Company's decision is final.

7.3 Any bidder or candidate concerned shall have a right to make a complaint to the Review Board.

8 Terms of Payment

Payment by the successful Contractor/s to Gozo Channel (Operations) Limited will be paid yearly in advance as from the date of signing of the contract.

ANNEX 1

DETAILS OF BIDDERS

CALL FOR OFFERS FOR THE PROVISION OF LEASING OF BOOTHS WITHIN MGARR TERMINAL – GCOL C 01/2026

Name of Person Responsible
For the bid: _____

On behalf of: _____

Company Reg. No: _____

Address: _____

_____

_____

Email Address: _____

Telephone No: _____

Mobile Phone No: _____

Fax No: _____

VAT Reg. No: _____

DECLARATION:

I hereby declare that I have read the entire Call for Offers document and undertake that, if I am awarded the contract, I shall provide the services as requested in the Terms of Reference that I agree and shall abide by all the terms and conditions stipulated in this Call for Offers document. I agree that if I do not abide by all the terms and conditions as stipulated in this document, Gozo Channel reserves the right to terminate the eventual Agreement, in the event if I am awarded the contract, immediately, without any claim for any financial compensation; costs/expenses and/or loss of revenue against Gozo Channel.

Signature: _____ Date: _____

ANNEX 2

MINIMUM HOURLY WORKERS' COST

I/We, the undersigned, hereby declared that in the case of public contract award:

1. All employees engaged on this contract shall enjoy working conditions such as wages, salaries, vacation and sick leave, maternity and parental leave as provided for in the relative Employment Legislation. Furthermore, we shall comply with Chapter 424 of the Laws of Malta (Occupational Health and Safety Authority Act) as well as any other national legislation, regulations, standards and/or codes of practice or any amendment thereto in effect during the execution of the contract;

2. I/We are aware of, and shall abide with, the Circulars and Guidelines issued by the Department of Contracts, which are available under the Resources Section of www.etenders.gov.mt.

In the event that it is proved otherwise during the execution of the contract it is hereby being consented that the contract is terminated with immediate effect and that no claim for damages or compensation be raised by the undersigned.

Signature

Role

Date

ANNEX 3

DECLARATION CONCERNING EXCLUSION GROUNDS

I hereby declare that I do not fall under any of the grounds listed under Part VI of LN352/2016.

_____
Signature

_____
Name of Company

ANNEX 4

FINANCIAL OFFER FORM

Item No.	Item Description	Total Price per Unit Excluding Vat* €
1	Lump Sum for leasing of booth A	
2	Lump Sum for leasing of booth B	
3	Lump Sum for leasing of booth C	
4	Lump Sum for leasing of booth D	
5	Lump Sum for leasing of booth E	
6	Lump Sum for leasing of booth F	
7	Lump Sum for leasing of booth G	
8	Lump Sum for leasing of booth H	
	GRAND TOTAL	

* Total price per unit excluding VAT is based for one (1) year.

Signature: .....

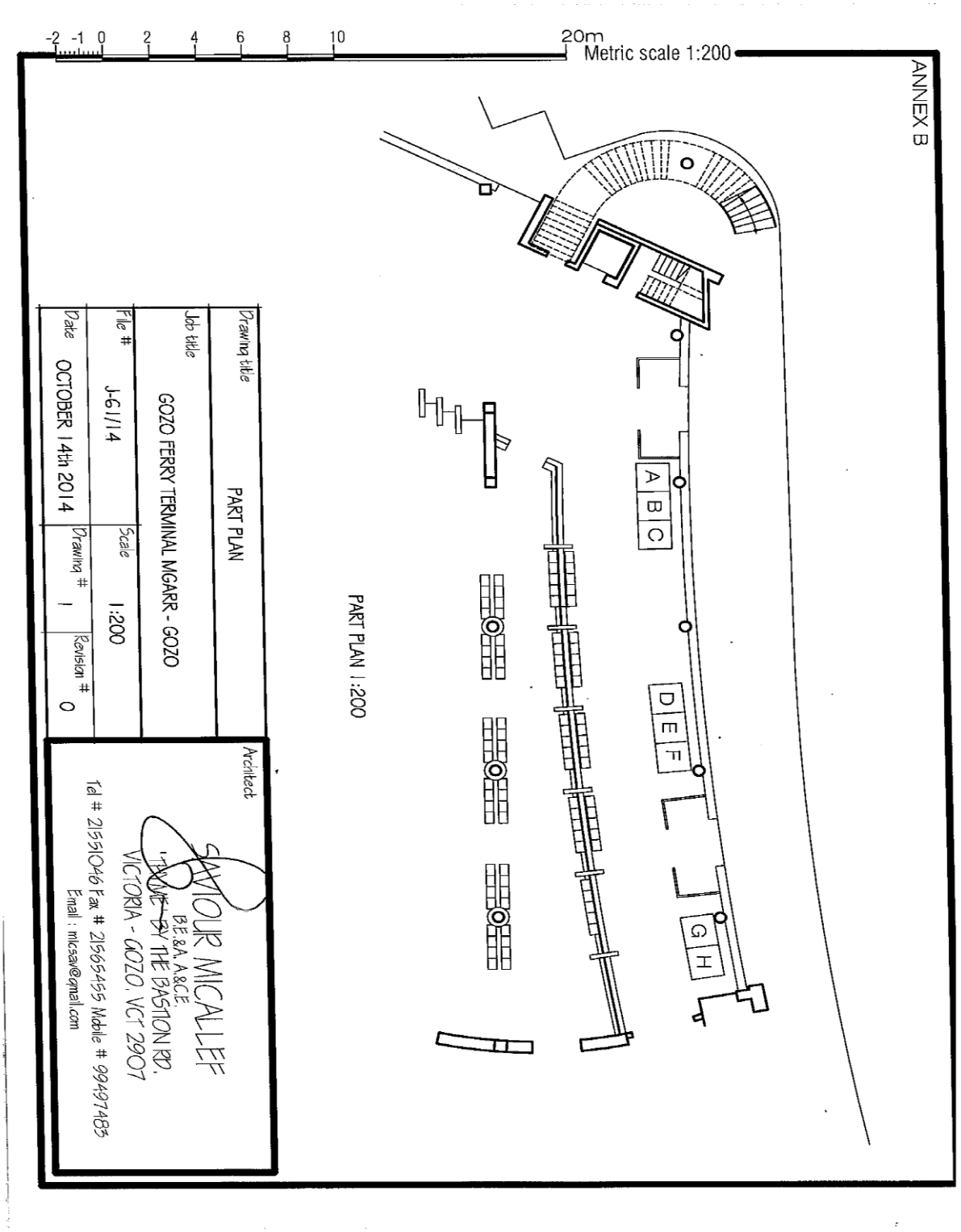
(*the person or persons authorised to sign on behalf of the bidder*)

Date: .....

ANNEX A – FRONT VIEW OF BOOTHS



ANNEX B



-2 -1 0 2 4 6 8 10 20m
Metric scale 1:200
ANNEX B
A B C
D E F
G H
PART PLAN 1:200
Drawing title
PART PLAN
Job title
GOZO FERRY TERMINAL MGARR - GOZO
File #
J-61/14
Scale
1:200
Date
OCTOBER 14th 2014
Drawing #
1
Revision #
0
Architect
SAVIOUR MICALLEF
B.E.&A. A.&C.E.
'TAMME' BY THE BASTION RD.
VICTORIA - GOZO. VCT 2907
Tel # 21551046 Fax # 21565455 Mobile # 99497483
Email : micsav@gmail.com