

# MINISTRY FOR ACTIVE AGEING

# **Expression of Interest for Lease of Property**

# Ref: MFAA EOI 23.01

Timetable

	Date	Time (CET)
Publication in Government Gazette	28 <sup>th</sup> April 2023	Not applicable
Publication in Sunday newspapers	30 <sup>th</sup> April 2023	Not applicable
Requests for clarifications with EOI reference in title are to be sent to: <u>finance.mfaa@gov.mt</u> by not later than this deadline.	19 <sup>th</sup> May 2023	By 12:00 (noon)
Additional addenda will be sent by this deadline including clarification response.	26 <sup>th</sup> May 2023	end of business
Closing date for the submission of proposals under the EOI.	2 <sup>nd</sup> June 2023	10am
EOI opening session which will be held at the MFAA premises at the date and time here stipulated.	2 <sup>nd</sup> June 2023	10:30am

\*All times Central European Time (CET)

#### 1. INTRODUCTION

The Permanent Secretary, within the Ministry for Active Ageing is issuing this Expression of Interest (EOI) for the Leasing of Premises to house the Offices one of its entities as per details stipulated in this document.

#### 2. OBJECTIVES & SPECIAL CONDITIONS

The purpose of this Expression of Interest (EOI) is to gauge and evaluate the interest and the resources available in the private sector to meet the need for such premises.

The Permanent Secretary within the Ministry for Active Ageing, hereinafter referred to as "PS MFAA", is hereby inviting interested parties to submit proposals for the leasing of suitable premises for office space in accordance with the requirements, specifications and criteria detailed in this document.

The initial lease period shall be for five (5) years which may be renewed for any other period/s at the discretion of the lessee and subject to agreement with the lessor. In the case of renewals, the rent is to increase according to the increase in the Retail Price Index of each respective year.

The Government General Conditions for the leasing of premises that may be found through the Resources Section are applicable for this EOI and are accompanying the lease agreement (which includes the EOI and the Special Conditions) found at this link: https://www.etenders.gov.mt/epps/viewInfo.do?section=statistics

Nothing in this invitation is to be construed as creating a binding contract between PS MFAA and the proponent before the two parties enter into a final, binding contract.

#### 2.1. Validity period of proposals

Bidders are bound by their proposals for 150 days after the deadline for the submission. In exceptional cases and prior to the expiry of the original proposal validity period, the Contracting Authority may ask bidders in writing to extend this period. Bidders that agree to do so will not be permitted to modify their proposals. If they refuse, their participation in this procedure will be considered as terminated.

The selected bidder must maintain its final formal submitted proposal for a further 90 days from the date of notification that its proposal has been recommended for the award.

#### 2.2. Proposal costs

No costs incurred by the bidder in preparing and submitting the proposal shall be reimbursable. All such costs shall be borne by the bidder.

#### 2.3. Ownership of proposals

The Contracting Authority retains ownership of all proposals received under this Expression of Interest procedure. Consequently, bidders have no right to have their proposals returned to them.

#### 2.4. Data Protection and Freedom of Information

Any personal data submitted in the proposals shall be processed pursuant to the Data Protection Act (laws of Malta). It shall be processed solely for the purposes of the performance, management and follow-up by the Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with National and/or Community law.

The provisions of this proposal are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relation to any provisions of this proposal which have not yet been made public, shall consult the bidder 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 the Contracting Authority in terms of the Act.

#### 3. ELIGIBILITY AND AWARD CRITERIA

#### 3.1 On the submission of the proposal:

- a. The property is to have an internal useable area to be used as offices, the footprint of this area shall be approximately between **three hundred (300)** and four hundred (400) meters square. Larger areas will be considered subject to the condition that the Contracting Authority will be paying only for the maximum office floor area being requested in this Expression of Interest.
- b. The premises must feature the following key characteristics on submission of the offer:
  - i. The proposed leased office space is at ground / street level or above.
  - ii. The premises is to have an independent entrance at street level or a common entrance that must be fully accessible 24/7.
  - iii. Easily reachable by employees and customers via public transport. Premises must be walking distance from a Public Transport route point.
  - iv. Conform to local building regulations and standards and any other applicable legislation.
  - v. Premises shall be fully air conditioned in all areas and is to be furnished with modern office furniture including matching cabinets in all offices.
  - vi. Premises have adequate natural light and ventilation across all areas that are going to be leased as office space according to the PA and ERA permits.
- vii. Premises shall be situated in one of the following localities: Gzira, G'Mangia, Hamrun, Msida, Mriehel, Pieta', Ta' Xbiex, Sliema and Sta Venera. Vicinities to 2 kms will be considered.
- viii. Off street parking spaces for at least six (6) vehicles. A
- ix. Preference shall be given to property that is free and unencumbered.
- c. This Expression of Interest will be awarded to the best offer in line with the criteria required within this dossier.

#### 4. CHARACTERISTICS OF THE BUILDING

Apart from the minimum requirements specified in clause 3.1, the office space must be rendered in a modern finished state by the selected bidder within three (3) months from the award of this contract and must be in compliance with all legislations and according to layout presented by the appointed Project Manager of the lessee.

The premises must feature the following characteristics within three (3) months from award of contract and following provision of layout presented by the Contracting Authority:

- a. The buildings shall be either designed for general office use or shall be easily capable of being modified to meet such use. Preference shall be given to those properties that are ready to move into in a finished state and with all mechanical and electrical installations in place, including IT infrastructure, telephone service, heating and cooling equipment. Any expenses related to electrical, plumbing, telephone and internet connections / work as directed by the Contracting Authority's Architect, shall be borne by the owner of the property. Such expenses are to be included as part of the rental fee.
- b. The leased space should be for the exclusive use of the Contracting Authority.
- c. Preferably, offered premises would require a minimum form of refurbishment or improvements to arrange the layout to accommodate the requirements.
- d. The premises shall be used as offices and layouts as a minimum shall include the PS MFAA's (or his/her official representative) Office, and at least four (4) Offices of a minimum two persons, other offices / office space for employees, a Board Room, a Reception Area, a Kitchenette, Storeroom and Restrooms to house a minimum of 24 employees. These are all to be furnished with appropriate furniture and facilities by the time of taking over as per permits.
- e. Buildings have to be in conformity with 'Access for all' design guidelines published by the National Commission for Persons with Disability in 2005.
- f. The rentable areas to be proposed must satisfy the requirements and abide by the regulations of the Occupational Health and Safety Regulations (OHSA).
- g. The building shall be covered by a relevant MEPA permit to be used as an 'Office'. Have a PA Permit Use for a Class V in accordance with the Subsidiary Legislation LN53 of 1994 (Development Planning (Use Classes) Order, 1994) to be used as offices or in the process of obtaining one. It is to be noted that the Evaluation Committee reserves the right to request from the bidder the respective official documentation issued by Planning Authority indicating that such change of use is permissible. ERA's permit is also required as per Environment Protection Act (2001) of Malta laws if building was erected after the division of PA and ERA.
- h. Have an Energy Performance Certificate that should be in line with the Energy Performance of Buildings Regulations.
- i. Have electrical, water, and drainage supply functioning according to the building permits Access roads to the building must be formed.

- j. Well plastered and painted (from inside and outside) to the satisfaction of the Contracting Authority.
- k. Having properly secured external doors and windows. Copies of keys are to be included in the rental costs (Three (3) copies of each key will be required upon leasing).
- I. Ready with adequate tiled floor. However, the Contracting Authority retains the right to order the re-tiling of the space if these are not found to be adequate for purpose.
- m. Common areas to have a normal infrastructure of electricity and communications as required.
- n. Building to be supplied with meters for water and electricity which are to be independent of other meters.
- o. Equipped with telephone (Communication) systems sufficient to furnish all offices, boardroom, reception area and others.
- p. Equipped with Network points and respective IT connections. Including WIFI equipment to cover the whole area of the premises being leased.
- q. Fitted with sanitary facilities for staff and customers and should be also adequate for persons with special needs.
- r. Equipped with kitchenette points (water, drain and electricity) in the premises being rented.
- s. Equipped with an adequate fire system [Fire Detection and Fire Fighting] with contracted response service 24/7 including fire exits information as required by the Health and Safety regulations.
- t. Equipped with Vertical Transportation (Lifts) in case of a multi storey Building or any property spread over more than one floor and accessible to roof for infrastructural services.
- u. Equipped with CCTV on every entrance/exit spot of the leased space with contracted intruder response service 24/7.
- v. Equipped with a backup generator which is sufficient to service the whole office space and IT equipment including servers to continue to fully function if failure of government supply.
- w. A confirmation/declaration will be required with the submission, stating that the property (should it be selected) will be finished by the lessor according to the layout provided by the Contracting Authority and according to all the requirements/characteristics stated in this EOI dossier, by not later than three (3) months from the signing of the contract as detailed by the Contracting Authority Project Manager. The cost for the finishing of the premises should be borne by the lessor. The Contracting Authority will start paying the lease rate once the lessor completes the works expected from his/her end and when this is confirmed by the Project Manager appointed by the Contracting Authority to be acceptable, thus first payment shall be made following acceptance by the Contracting Authority.

- x. All and any repairs to fixtures before moving in, will be at the expense of the lessor, including air conditioning, building maintenance and upkeep, electrical, IT, plumbing and Faenza as officially directed by the project manager.
- y. To determine an inventory list of all the fixed and movable assets.

#### 5. **OBLIGATIONS**

The minimum obligations for the Lease Contract, once signed, shall be as follows:

- a. The Lessor warrants and must prove that s/he is the owner/has title of the site and/or has the right to lease the site which are the subject of this EOI.
- b. The Lessor warrants that, the site and building proposed or any part thereof do not infringe or violate any third-party property rights.
- c. The Lessor is to insure all the premises with a reputable insurance company to the satisfaction of the Contracting Authority, including all the areas being leased.
- d. The Lessor shall indemnify and save harmless the Contracting Authority against and from any third partly claim, liabilities, costs, expenses, actions or proceedings it may face or suffer at any time including, without limitation, to claims for personal injury or damage caused by the building or the site, or arising from the performance of the works or part thereof or by any act whether by omission or commission of the Lessor, its officers, employees, agents, clients or sub-contractors.
- e. The award of the Contract does not exonerate the Lessor from the obligation of obtaining any permit/s and / or license/s that may be required under any law, principal or subsidiary, in force in Malta from time to time.
- f. The Lessor shall have the right to access the site and the building by providing at least one week's notice to the Contracting Authority. Access shall be exercised during the times advised to him/her by the Contracting Authority and must always be accompanied by a representative of the Contracting Authority during the visit.
- g. The lessee has the right to access the roof area for services installation and maintenance purposes. In this case, if not a matter of urgency, the lessor must be informed by the lessee by giving three (3) working days' notice. Sometimes, urgency requires that the site must be accessed immediately, such as in the case of water leakages or drain blockages.
- h. The lessee has the right to change the keys [and related fittings] of all the access doors after signing of contract. All keys will be referred to the lessor on expiry/termination of contract.
- i. The Lessor expressly waives its right to any abatement of any penalty he may incur in terms of this Agreement to which he may be entitled in terms of section 1122(1)(b) of the Civil Code, Chapter 16 Laws of Malta.
- j. Ordinary and extraordinary repairs to the leased premises and furnishings before going into contract shall be borne by the Lessor. However, if such repairs are due to the fault, whether by an act or omission, or negligence of the Lessee or are occasioned by the non-execution by the Lessee of the ordinary repairs or maintenance; or

after the extraordinary repairs are affected, it is found that they have arisen due to the fault, whether by act or omission, or negligence of the Lessee,

then the Lessee must immediately fully reimburse the cost and expenses of such repairs.

k. The Lessor will be responsible inter alia for the hereunder maintenance during the time of the lease:

- I. inspecting, repairing, servicing and replacing fire systems and any other alarm systems which were installed by the Lessor.
- II. inspecting, repairing, replacing and servicing the lifts and air-conditioning units which were installed by the Lessor.
- III. Repairs related to IT and telephony connections.
- IV. Any water tank repairs or their maintenance.
- V. Repairs and / or replacement of doors and windows should these be found faulty.
- VI. inspecting, repairing, replacing and servicing the outside surfaces of the building.
- VII. the installation of water, electricity and other utility or services that have been installed by the Lessor and are connected with, and providing utilities or services to the leased premises; and
- VIII. any other costs, charges or expenses which in the Lessor's judgment are necessary or desirable for the maintenance of the leased premises.

#### 6. SUBMISSIONS & SUBMITTALS

6.1.

- a. Submissions of proposals are to be made strictly in accordance with this document. All information requested in this document must be provided. If any section is deemed as not applicable the proponent shall indicate so accordingly giving a detailed justification. This is without prejudice to the right of the Contracting Authority to disqualify proponents that do not provide the required information.
- b. Submissions shall be drawn up in English. The printed matter of the proposal shall be in the following format, any other format will not be considered.
  Proposals shall be printed and presented in a ring file clearly divided into sections giving an index of the sections in line with the requisites of this EOI.

These submissions must be enclosed in a sealed opaque envelope and clearly marked as:

#### MFAA EOI 23.01 Expression of Interest for Lease of Property.

c. Offers are to be deposited at:

Address:	Ministry for Active Ageing	
	Procurement Unit	
	46, Level 5, Palazzo Spinola	
	St. Christopher Street,	
	Valletta	

A receipt for each proposal will be given upon submission at the MFAA premises.

Closing date for submission is 2<sup>nd</sup> June 2023 at 10:00. LATE SUBMISSIONS WILL NOT BE CONSIDERED.

- d. Additional material, brochures or promotional material may be submitted together with the information requested therein.
- e. The submitted proposal is to be signed by the candidate's authorised signatory with evidence of such authorisation.
- f. In the case where the bidder is a 'consortium' the information requested herein must be provided for each company forming part of the 'consortium'.
- g. The submission of a proposal shall be considered as an acceptance by the proponent of the terms and conditions outline in this document.
- h. The person/organisation submitting the proposal under this EOI process shall be considered to be acting in good faith to the title of the site being proposed. In case of any false information, of whatever nature, the Contracting Authority reserves the right to forfeit the right of the proponent to participate in this EOI process without giving any notice.
- 6.2. The proposal shall include:
  - **a.** Duly filled in 'Bidders details form' Annex 1.
  - **b.** A short description (not more than 500 words) of the property and its location, including the current use of the site being proposed and its current condition. Information as to whether the area offered exists on its own or part of a block is to be provided.
  - **c.** A confirmation that the property satisfies all the Selection Criteria at Section 3 [Eligibility Criteria] and a confirmation that on award, the potential lessor is in a position to lease the premises in line with the terms and conditions listed in section 4 [CHARACTERISTICS OF THE BUILDING] within three (3) months from award of contract.
  - d. Copies of PA (Planning Authority) permits and compliance certificates.
  - e. Copies of the ERA permit.
  - **f.** The latest plans of premises, according to permit to be approved and stamped, covering the property.
  - **g.** A site plan (scale 1:2500) clearly indicating the location of the site, also indicating the nearest Public Transport Bus Route indicating in meters the distance from the proposed premises to the nearest bus stop.
  - **h.** A block plan (scale 1:100) clearly indicating the detail of the site.
  - **i.** Front and side elevations of the site and building (scale 1:100).
  - j. As-built layout plans (for each level) in scale 1:100. In ACAD format on a USB.
  - **k.** As-Built drawings showing the location and indicative routing of all M&E services, kitchenette points, telephone and network points and IT connections etc. including details (type and number) of these and all the other services installed. This is also to include details re the

existing sanitary facilities. — In ACAD format on a USB. These must comply to the PA permit.

- I. Condition certificate by a Perit.
- m. Official address of the Premises.
- **n.** Internal and external photographs of the proposed property. Colour photographs of the premises interior covering roofs and flooring; a colour photograph of the entire façade; colour photographs of the street in both directions.
- **o.** Details of the security features in the proposed premises.
- **p.** Details of the accessibility features in the proposed premises.
- **q.** Declaration of title of the property together with proof of title by means of an authenticated document (Annex 2 or Annex 3, as applicable).
- **r.** A duly filled in Financial Bid stating the proposed annual rent (Annex 4).
- **s.** Declaration in line with clause 3 (v).
- t. A declaration that the submitted information is correct (Annex 5 or Annex 6, as applicable).
- **u.** If more than one property is offered by the same individual/s / entity, a separate submission is to be made for each property.
- v. An inventory list of the fixed assets of the building.

If any of the above declarations are found to be incorrect, misleading, or false, the proposal/s shall be disqualified.

#### 7. EVALUATION OF PROPOSALS

- a. Following the closing date, the Evaluation Committee shall evaluate the received proposals against the criteria, specifications and conditions set out in this EOI.
- b. The Evaluation Committee will check the compliance of the offers received. They will also confirm if the proposals contain all the requested documentation. The offers considered administratively compliant will be evaluated and will be considered for the financial bid.
- c. The Evaluation Committee may, at its discretion, seek clarification from the bidder/s. Failure to supply a satisfactory clarification to the Evaluation Committee shall render the proposal liable to disqualification.
- d. The selection process may require on-site visits to the premises; however, this should not be construed as any commitment whatsoever by the Contracting Authority. Failure to allow the

representatives of the Contracting Authority to carry out such a site visit may result in the disqualification of the proposal.

- e. After evaluation of proposals, the Committee shall draw up a short-list of proposals for the consideration of the Contracting Authority.
- f. Being short-listed does not give rise to a contract or any obligation between the Contracting Authority and the proponent. No legal relationship shall exist between the Contracting Authority and a proponent until such time as a binding contract is entered by them.
- g. The Contracting Authority shall, without limiting other options available to it, invite short-listed proponents to enter into pre-contractual negotiations, which may or may not lead to a final, binding contract.
- h. The Contracting Authority may opt not to proceed further with the whole EOI process.

#### 8. **DISCLAIMERS**

- a. The submission of a proposal shall be considered as an acceptance by the bidder of the terms and conditions outlined in this document.
- b. The Contracting Authority reserves the right to reject at its sole and absolute discretion, any or all the submitted proposals, and is not bound to give reasons for rejection.
- c. Each bidder shall be solely responsible for the fees, costs and expenses incurred in participating in the present process, and the Contracting Authority will under no circumstances be liable for any such fees, costs, expenses, reimbursements, loss or damage whatsoever arising out of or in connection with the proposal process.
- d. The Contracting Authority shall have the option to cancel any published EOI prior to its closing date.

#### 9. AWARD OF CONTRACT

9.1. The contract period shall commence from the date of last signature on contract and run for a period of five (5) years from date of handing over. Handover shall be within a maximum period of three (3) months from date of last signature on contract and subject to the satisfaction of the Contracting Authority.

9.2. Failure to meet the three (3) months deadline, will make the lessor liable to a penalty of €250 per day beyond the three months. The lessor will be entitled for lease payments as from date of handover of premises and any penalties due will be deducted from the first rental payment.

9.3. The successful bidder, hereinafter referred to as "the Lessor", will be required to enter into contract of lease with the Contracting Authority for a period of five (5) years. The Contract shall include all the conditions enlisted in this document.

The following conditions shall also apply:

- a) The initial lease period shall be for five (5) years with a possibility to renew for another five (5) years at the discretion of the lessee and subject to agreement with the lessor. In the case of renewals, the rent is to increase according to the increase in the Retail Price Index of each respective year, for a maximum period of another five (5) years. If the Contracting Authority decides to discontinue the lease, it will inform the lessor six months before.
- b) The Lessor warrants that he/she is the owner of the site and/or has the right to lease the site and building which are the subject of this Request for Proposals.
- e) The Lessor expressly waives its right to any abatement of any penalty he may incur in terms of this Agreement to which he may be entitled in terms of section 1122(1) (b) of the Civil Code.

#### **10. BREECH OF CONTRACT**

- a. Further to any penalties indicated in clause 9, the lessor will be liable for a penalty of five-hundred Euro (€500) per breach of contract per occurrence following the handover of the premises to the Contracting Authority. Any penalties due will be deducted from the following rental payment
- b. Without prejudice to the Contracting Authority's right to dissolve the contract ipso jure, failure to deliver the site and/or building as agreed by interested parties, in addition to any liabilities incurred by the Lessor under these Conditions and / or the Contract, render the Lessor liable to pay by way of penalty €150 per day for the first 30 days and €500 per day thereafter, unless the Contracting Authority, after having been notified by the Lessor, is of the opinion that such delay has arisen from causes which were unavoidable and could not be foreseen or overcome by the Lessor.

In such case the Contracting Authority shall decide the extent, if any, of the deduction of the penalty. This is without prejudice to the right of the Contracting Authority to terminate the contract and obtain compensation for damages from the Lessor.

#### **11. PAYMENTS**

The annual rent for the property shall be settled in two equal instalments payable every six (6) months in advance. This amount shall be inclusive of VAT and of any other applicable taxes (as applicable).

# 12. CHECKLIST OF DOCUMENTS TO BE SUBMITTED

	Document	To confirm submissi on mark with X
1	Annex 1— Declaration & Bidder's/Bidders' details form	
2	Annex 2 — Declaration of Title by Individual Person/s, including authenticated document (as applicable)	
3	Annex 3 — Declaration of Title by Entity representative, including authenticated document (as applicable)	
4	Annex 4 - Financial Bid	
5	Annex 5 — Declaration by Individual/s that information submitted is correct (as applicable)	
6	Annex 6 — Declaration by Entity representative that information submitted is correct (as applicable)	
7	MEPA/ PA permits, MEPA/ PA compliance certificates, including site plans, approved plans/ elevations/ sections/ other documentcovering the property	
8	A short description (not more than 500 words) of the property and its location, including the current use of the site being proposed. Information as to whether the area offered exists on its own or part of a block is to be provided.	
9	A declaration/confirmation that the property satisfies all the Selection Criteria at Section 3 of the EOI [Eligibility Criteria] and a confirmation that on award, the potential lessor is in a position to lease the premises in line to the terms and conditions listed in section 4 [CHARACTERISTICS OF THE BUILDING] within three (3) months from award of contract	
10	Copies of PA (Planning Authority) permits and compliance certificates.	
11	Copies of ERA permit if available	
12	The latest plans of premises, to be approved and stamped, covering the property.	
13	A site plan (scale 1:2500) clearly indicating the location of the site, also indicating the nearest Public Transport Bus Route indicating in meters the distance from the proposed premises to the nearest bus stop.	
14	A block plan (scale 1:100) clearly indicating the detail of the site.	
15	Front and side elevations of the site and building (scale 1:100).	
16	As-built layout plans (for each level) in scale 1:100. In ACAD format on a USB.	
17	As-Built drawings showing the location and indicative routing of all M&E services, kitchenette points, telephone and network points and IT connections etc. including details (type and number) of these and all the	

Note:	If more than one property is offered by the same individual/s / entity, a separate submission is to be made for each property.	
25	A declaration that the submitted information is correct (Annex 5 or Annex 6, as applicable).	
24	Declaration in line with clause 4 (v).	
23	Declaration of title of the property together with proof of title by means of an authenticated document (Annex 2 or Annex 3, as applicable).	
22	Details of the accessibility features in the proposed premises.	
21	Details of the security features in the proposed premises.	
20	Internal and external photographs of the proposed property. Colour photographs of the premises interior covering roofs and flooring; a colour photograph of the entire façade; colour photographs of the street in both directions.	
19	Official address of the Premises.	
18	Condition certificate by a Perit.	
	other services installed. This is also to include details re the existing sanitary facilities. — In ACAD format on a USB.	

# ANNEXES

# Annex 1 - DECLARATION & BIDDER'S DETAILS FORM

# Reference: MFAA EOI 23.01 Expression of Interest for Lease of Property

With reference to this expression of interest Ref. MFAA EOI.23.01 published in the Government Gazette by the Ministry for Active Ageing on, 28<sup>th</sup> April 2023 and in terms of the conditions therein mentioned and those thereto attached.

I/We
(Name of individual or firm submitting quotation to be entered in BLOCK letters)
hereby acknowledge that I am/we are fully conversant with of all the conditions of this
Expression of Interest.
Name / Company Name:
Address
Registered Company Number (if applicable)
VAT Number (if applicable)
Telephone No
Mobile No
E-mail address:

Date: .....

# Annex 2 - DECLARATION OF TITLE BY INDIVIDUAL PERSON

# Reference: MFAA EOI 23.01 Expression of Interest for Lease of Property

I/We (Name and surname of individual/s, to be entered in bearer/s of ID Card No/s	n BLOCK letters)
residing at (personal address)	
hereby declare that the property (address of propos	
proposed in MFAA EOI.23.01 is held by me/us und	er the title of
I/We am/are aware and fully accept that in case this misleading or false, I/we shall forfeit the right to part without being given due notice.	

In confirmation of this declaration, I/we am/are attaching an authenticated document as proof of title.

Signature:
Full Name (In Block Capitals)
Contact details (Mobile Number):
Email:

Page 16 of 20

**MFAA EOI 23.01** 

# Annex 3 - DECLARATION OF TITLE BY COMPANY REPRESENTATIVE

# Reference: SCSA EOI 23.01 Expression of Interest for Lease of Property

I, (Name and surname of representative of entity, to be entered in BLOCK letters)	
bearer of ID Card No	
residing at (personal address)	
, in the capacity of (whether Director, Manager etc.)	
acting on behalf of Entity (Name of Entity)	
with Registration No, hereby declare that the property (insert address of proposed property)	
proposed in MFAA EOI.23.01 is under the title ofof the mentioned entity	•
I am aware and fully accept that in case this information is found to be incorrect, misleading or false, the entity shall forfeit the right to participate in the above-mentioned EOI without being given due notice.	3
In confirmation of this declaration, I am attaching an authenticated document as proof of titl	le.
Signature:	
Full Name (In Block Capitals)	
Contact details (Mobile Number):	

## Annex 4 – Financial Bid Form

## Reference: MFAA EOI 23.01 Expression of Interest for Lease of Property

The lease shall be for a minimum of five (5) years - with the first five (5) years at a fixed annual rent, and with any further renewals to increase according to the increase in the Retail Price Index of each respective year.

The amount quoted is to be exclusive of VAT and inclusive of any other applicable taxes.

DESCRIPTION	Term of lease for estimate purposes only	Rate Excluding VAT, & all Other Charges PER ANNUM (€)	Total including all Other Charges & Excluding VAT for the whole duration of the lease (€)
Annual fee for Lease of Premises to be used for five (5) years as per clause 2 of the EOI dossier.	Five (5) years		
Excluding Vat	but including a	GRAND TOTAL all other charges	

- 1. The rates will cover all taxes duties, levies, charges, other liabilities, inclusive of all extra costs or additions which are not stated separately in the Schedule of Rates but **Excluding** VAT.
- 2. The rates inserted in the Financial Offer are to be also inclusive values of all alteration works, services, improvements and finishes referred to in the Expression of Interest dossier, including all costs and expenses which may be required in and for the construction of the works described together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the EOI is based. It will be assumed that establishment charges, profit and allowances for all obligations are spread evenly over all the unit rates.

Signature:

Full Name (In Block Capitals) .....

# Annex 5 - DECLARATION BY AN INDIVIDUAL PERSON/S THAT SUBMITTED INFORMATION IS CORRECT

Reference: MFAA EOI 23.01 Expression of Interest for Lease of Property

with I.D Card No/s.

residing at (personal address) .....

.....

.....

hereby declare that the information submitted in the MFAA EOI.23.01 is correct and true.

I/We am/are aware and fully accept that in case that this information is found to be incorrect, misleading or false, I/we shall forfeit the right to participate in the above-mentioned EOI without being given due notice.

Signature: .....

Full Name (In Block Capitals) .....

# Annex 6 - DECLARATION BY ENTITY THAT SUBMITTED INFORMATION IS CORRECT

# Reference: MFAA EOI 23.01 Expression of Interest for Lease of Property

I,
(Name and surname of representative of entity, to be entered in BLOCK letters)
bearer of ID Card No
residing at (personal address)
in the capacity of (whether Director, Manager etc.)
acting on behalf of Entity (Name of Entity)
Registration No hereby declare that the information submitted in MFAA EOI/23/01 is true and correct.
I am aware and fully accept that in case this information is found to be incorrect, misleading or false, the entity shall forfeit the right to participate in the above-mentioned EOI without being given due notice.
Signature:
Full Name (In Block Capitals)