



## **Ministry for Gozo**

### **Expression of Interest**

**Reference: EOI/A0718**

### **Invitation to submit Proposals for the Lease of Property in Gozo**

Published in the Government Gazette of 27<sup>th</sup> July 2018 and on all local Sunday newspapers on 29<sup>th</sup> July 2018

**Closing date for submissions: 10<sup>th</sup> August 2018 at 10:00**

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## **1. INTRODUCTION**

One of the main objectives of the Ministry for Gozo (hereinafter referred to as “Ministry”) is to create more job opportunities on the Island for Gozo based residents. This is in line with the Government’s policy to provide more work opportunities in Gozo for those working within the public sector.

## **2. OBJECTIVES**

The purpose of this Expression of Interest (EOI) is to receive and evaluate offers for the leasing of suitable properties available in the private sector that can be used as office space.

The initial agreement will be for a period five (5) years which may be renewed for any other further period/s at the discretion of the lessee and subject to agreement with the lessor. In case of renewals, the rent is to increase according to the increase in the Retail Price Index of each respective year. Interested parties are invited to submit proposals for the lease of such facilities to meet the Ministry’s requirements. Nothing in this invitation is to be construed as creating a binding contract between the Government of Malta and the proponent until a final and binding contract is entered into between the parties.

## **3. ELIGIBILITY CRITERIA**

On submission of the proposal:

- a. The property is to have an internal useable floor area to be used as offices of between 625 and 700 meters square in a central location in Gozo. Larger areas will be considered subject to the condition that the Ministry will be paying only for the maximum office floor area being requested in this EOI.
- b. The premises must feature the following key characteristics on submission of the offer:
  - i. 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 from 6:00am till 7:00pm and with restricted access to employees during the remaining hours, i.e. from 7:00pm till 6:00am.
  - iii. Easily reachable by employees and customers via the Public Transport. Premises must be within a walking distance from a Public Transport route point.
  - iv. Conform to local building regulations and standards and any other applicable laws and regulations.
  - v. Have an Energy Performance Certificate that should be in line with the Energy Performance of Buildings Regulations.
  - vi. Premises have adequate natural light and ventilation across all areas that are going to be leased as office space.

#### 4. CHARACTERISTICS OF THE BUILDING

Apart from the minimum requirements specified in part 3, the office space must be rendered in a finished state by the selected bidder within 5 months of award of contract and must be in compliance with all legislations and according to the layout presented by the appointed Project Manager.

The premises must feature the following characteristics within 5 months from award of contract and following provision of layout presented by the Ministry:

- a. Fully compliant with OHSA Laws and PA Regulations and any other applicable regulations;
- b. Fully compliant with the Commission for the Rights of Persons with Disability [CRPD] "Access for all" Guidelines which can be accessed from <http://crpd.org.mt>. The premises shall be fully accessible and in compliance with all the pertinent design standards for persons with disability;
- c. 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 PA indicating that such change of use is permissible;
- d. Have electrical and water supply and a functioning gravity drainage system connected to the public sewer;
- e. All access roads leading to the premises should be formed;
- f. The leased space should be for the exclusive use of the Ministry;
- g. Be fully air-conditioned according to the layout provided by the Ministry. If the premises already have installed air-conditioners, the lessee reserves the right to request the lessor to move the air-conditioners according to the required layout;
- h. Well plastered and painted (from inside and outside);
- i. Having properly secured external doors and windows;
- j. Ready with adequate tiled floor. However, the Ministry retains the right to order the re-tiling of the space if these are not found to be adequate for purpose;
- k. Independent area to be served with water and electricity meters;
- l. Equipped with adequate mechanical and electrical installations;
- m. Equipped with Network points and respective IT connections;
- n. Fitted with sanitary facilities adequate for the number of employees and customers indicated above and persons with special needs;
- o. Equipped with kitchenette points (water, drain and electricity) in each floor in case of a multi-level building;
- p. Equipped with an adequate fire system [Fire Detection and Fire Fighting];
- q. Equipped with Vertical Transportation (Lifts) in case of a multi storey Building;
- r. Equipped with CCTV on every entrance/exit spot of the leased space;
- s. Equipped with a backup generator which is sufficient to service the whole office space.

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 Ministry and according to the requirements/characteristics, by not later than 5 months from the signing of the contract. The cost for the finishing of the premises should be borne by the lessor. The Ministry will be responsible for the furnishing of the premises [i.e. Furniture and other related moveable equipment]. The Ministry will start paying the monthly lease rate as soon as the lessor completes the works expected from his/her end.

## 5. OBLIGATIONS

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

- a. The Lessor warrants 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 Ministry for Gozo; including all the areas being leased.
- d. The Lessor shall indemnify and save harmless the Ministry against and from any third party 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, or sub-contractors.
- e. The award of the Contract does not exonerate the Lessor from the obligation of obtaining any permit and / or license 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 Ministry. Access shall be exercised during the times advised to him/her by the Ministry and must always be accompanied by a representative of the Ministry 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 3 working days' notice.
- 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 repairs to the leased premises shall be borne by the Lessee.

- k. Extraordinary repairs shall be borne by the Lessor. However, if such repairs:
  - i. are due to the fault, whether by an act or omission, or negligence of the Lessee; or
  - ii. are occasioned by the non-execution by the Lessee of the ordinary repairs or maintenance; or
  - iii. 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.

- l. The Lessor will be responsible inter alia for the hereunder maintenance:
  - i) inspecting, repairing, servicing and replacing fire 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) inspecting, repairing, replacing and servicing the outside surfaces of the building;
  - iv) 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
  - v) any other costs, charges or expenses which in the Lessor's judgment are necessary or desirable for the maintenance of the leased premises.

## 6. REQUIRED INFORMATION

The proposal shall include:

- a. Details of bidder/s - including full name/s, ID Card Number/s, registered address, email address/es, telephone/mobile phone number/s, and company registration number (if applicable) (Annex 1).
- b. A short description 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.
- 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 5 months from award of contract
- d. The most recent and valid MEPA/ PA permits covering the property, including a scaled site plan, approved plans/ elevations/ sections of the premises and any other relative documentation.
- e. Internal and external photographs of the proposed property.
- f. Declaration of title of the property together with proof of title by means of an authenticated document (Annex 2 or Annex 3, as applicable).
- g. A complete Financial Bid stating the proposed annual rent (Annex 4).
- h. A declaration that the submitted information is correct (Annex 5 or Annex 6, as applicable).

- i. As-built layout plans in scale 1:100 (for each level if applicable) – In ACAD format on a CD/DVD
- j. As-Built drawings showing the location and indicative routing of all M&E services, kitchenette points, 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 CD/DVDAs
- k. The Energy Performance Certificate in line with the Energy Performance of Buildings Regulations.
- l. Site plan indicating the nearest Public Transport Bus Route indicating in meters the distance from the proposed premises to the nearest bus stop.

If more than one property is offered by the same individual/s / entity, a separate submission is to be made for each property. If any of the above declarations are found to be incorrect, misleading or false, the proposal/s shall be disqualified.

## 7. SUBMISSIONS

### 7.1 – Timetable

	<b>Date</b>	<b>Time*</b>
Date of Publication	27 <sup>th</sup> July 2018 on Government Gazette and on 29 <sup>th</sup> July 2018 on all local Sunday newspapers	N/A
Final date for request for any clarifications from the Ministry by prospective bidders. Request for clarifications are to be sent on <a href="mailto:procurement.mgoz@gov.mt">procurement.mgoz@gov.mt</a> with the title of the e-mail reading <b>EOI/A0718</b>	2 <sup>nd</sup> August 2018	10:00
Final date by which the Ministry is to reply to clarifications and provide additional information (if applicable). Clarifications/ Additional Information will be available on the Ministry for Gozo’s website under the Procurement Section.	6 <sup>th</sup> August 2018	10:00
Closing date for the submission of proposals under the EOI.	10 <sup>th</sup> August 2018	10:00
EOI Opening Session.	10 <sup>th</sup> August 2018	10:00

\*All times Central European Summer Time (CEST)

## 7.2 - Submissions

- 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 Ministry to disqualify proponents that do not provide the required information.
- b. Submissions shall be drawn up in English and must be enclosed in a sealed opaque envelope and clearly marked as **EOI/A0718**
- c. Offers are to be deposited in the tender box at:

Procurement Unit  
Ministry for Gozo  
St. Francis Square  
Victoria

**Closing date for submission is Friday 10<sup>th</sup> August 2018 at 10:00. LATE SUBMISSIONS WILL NOT BE CONSIDERED.**

- d. Additional material (including brochures or promotional material) may be submitted together with the information requested in this EOI document.
- e. The submitted proposal is to be signed by an authorized signatory with evidence of such authorization.
- f. In the case where the proponent is a consortium the information requested in this EOI 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 Ministry reserves the right to forfeit the right of the proponent to participate in this EOI process without giving any notice.

## 8. EVALUATION OF PROPOSALS

- a. Following the closing date, the Evaluation Committee set up by the Ministry will evaluate the proposals received against the criteria 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.

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.

- c. The selection process may require on-site visits to the premises, however, this should not be construed as any commitment whatsoever by the Ministry for Gozo. Failure to allow the representatives of the Ministry to carry out such a site visit may result in the disqualification of the proposal.
- d. The Ministry also reserves the right to accept or reject any offer, or part thereof in respect of this EOI and/or to cancel the whole procedure and reject all offers. The Ministry reserves the right to initiate a new invitation of offers. In no circumstances, will the Ministry be liable for damages, whatever the nature.
- e. Nothing in this invitation is to be construed as creating a binding contract between the Ministry and the bidder until the two parties enter into a final, binding contract.
- f. The Ministry retains the right to negotiate inter alia terms, conditions and undertakings prior to confirming the award, which negotiations cannot constitute to any material [major] deviations from the original scope of this EOI. Any non-material negotiated changes are to be agreed between both parties and with the Ministry for Gozo not having to incur any liability or make any compensation in any manner or form. Negotiations of a financial nature can be held only in cases where only one remaining bidder is eligible and qualifies for award.

## 9. 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 Ministry 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 Ministry 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 Ministry for Gozo shall have the option to cancel any published EOI prior to its closing date.
- e. Offers must remain valid for a period of 150 days after the deadline for submission.

**10. AWARD OF CONTRACT**

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

Failure to meet the 5 months deadline, will make the lessor liable to a penalty of €250 per day. 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.

**11. BREACH OF CONTRACT**

Further to any penalties indicated in clause 8, the lessor will be liable for a penalty of €150 per breach of contract per occurrence following the handover of the premises to the Ministry. Any penalties due will be deducted from the following rental payment.

**12. PAYMENTS**

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

**13. CHECKLIST OF DOCUMENTS TO BE SUBMITTED**

	<b>Document</b>	<b>To confirm submission mark with X</b>
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 document covering the property	
8	A short description of the property and its location	
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 5 months from award of contract	
10	Internal and external photographs of the property being proposed	
11	As-built layout plans in scale 1:100 (for each level if applicable)	
12	As-Built drawings showing the location and routing of all M&E services, kitchenette points, 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 toilet facilities.	
13	Energy Performance Certificate is to be provided in line with the Energy Performance of Buildings Regulations.	
14	Site plan indicating the nearest Public Transport service provision [Bus Stop], indicating in meters the distance from the proposed premises	

**Note: All fees incurred to obtain the above documents are to be paid by the bidder/s. The Ministry is not liable for any of these fees or for compensation to the bidder/s for such costs.**

## Annexes

**Annex 1 - DECLARATION & BIDDER'S/BIDDERS' DETAILS FORM**

With reference to the Expression of Interest with Ref. EOI/A0718 issued by the Ministry for Gozo and in terms of the conditions mentioned therein and those thereto attached,

I/We, ..... (name and surname of individual/s or of representative of entity, to be entered in BLOCK letters) bearer/s of the respective ID Card No/s. .... offer and bind myself/ourselves to provide the property to the Ministry for Gozo under a lease agreement as per the conditions of the EOI.

I/We hereby acknowledge that I/we am/are fully conversant with all the conditions of this EOI.

Name of Individual/s or of Representative of the entity [for the latter, also include the name of the Entity]	
Address	
Registered Entity Number (if applicable)	
Year when Entity was founded (if applicable)	
VAT Number (if applicable)	
Telephone Number/s	
Mobile Number/s	
E-mail address/es	

Signature/s: .....

Date: .....

**Annex 2 - DECLARATION OF TITLE BY INDIVIDUAL PERSON/S**

I/We, ..... (name and surname of individual/s, to be entered in BLOCK letters) bearer/s of ID Card No/s.

..... of (insert personal address)

.....

.....

.....

, hereby declare that the property (insert the address of the proposed property)

.....

.....

.....

proposed in EOI/A0718 is held by me/us under the title of .....

I/We am/are aware and fully accept that in case 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.

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

Signature/s: .....

**Annex 3 - DECLARATION OF TITLE BY ENTITY REPRESENTATIVE**

I, ..... (name and surname of representative of entity, to be entered in BLOCK letters) bearer of ID Card No. .... of (insert 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 EOI/A0718 is under the title of ..... of 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.

In confirmation of this declaration I am attaching an authenticated document as proof of title.

Signature: .....

Tel/ Mobile No.: .....

**Annex 4 – FINANCIAL BID**

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	SQUARE METRES	RATE PAYABLE PER SQUARE METRE PER ANNUM FOR LEASE [EXCLUDING VAT] AND ALL APPLICABLE TAXES AND CHARGES	TOTAL FIXED AMOUNT IN EURO PER ANNUM FOR LEASE [EXCLUDING VAT] AND ALL APPLICABLE TAXES AND CHARGES
TOTAL:			

Signature/s: .....

Full Name/s: .....  
(In Block Capitals)

I.D. Card No/s: .....

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

I/We, .....  
(name and surname of individuals, to be entered in BLOCK letters) bearer of ID Card No/s.

.....  
of (insert personal address)

.....  
.....  
.....

, hereby declare that the information submitted in the EOI/A0718 is true and correct.

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/s: .....

**Annex 6 - DECLARATION BY ENTITY REPRESENTATIVE THAT SUBMITTED INFORMATION IS CORRECT**

I, ..... (*name and surname of representative of entity, to be entered in BLOCK letters*) bearer of ID Card No. .... of (*insert 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 information submitted in EOI/A0718 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: \_\_\_\_\_