

MFSA

MALTA FINANCIAL SERVICES AUTHORITY

Expression of Interest for the Lease of Office Space for the Malta Financial Services Authority

Reference: **EOI/03/2018**

Deadline for Submission: **29 October 2018 (Noon, CET)**

Date Published: **28 September 2018**

Malta Financial Services Authority,
Notabile Road
Attard BKR3000, Malta
Tel: +356 21441155

E-mail: ei@mfsa.com.mt

1. INTRODUCTION

1.1 Background

1.1.1 The Malta Financial Services Authority (“MFSA” or the “Authority”) was established by the House of Representatives on the 20th January 1989 through the Malta Financial Services Authority Act (Chapter 330 of the Laws of Malta).

1.1.2 The functions of the MFSA are established by law and essentially involve the regulation, monitoring, and supervision of financial services in Malta.

1.1.3 The functions of the Authority are also:

- to promote the general interests and legitimate expectations of consumers of financial services, and to promote fair competition practices and consumer choice in financial services;
- to monitor and keep under review trading and business practices relating to the supply of financial services to private and other persons, and to provide relevant information and guidance to the public;
- to monitor the working and enforcement of laws that directly or indirectly affect consumer of financial services in Malta, and to undertake or commission such study, research or investigation which it may deem necessary in this regard;
- to advise the Government generally on the formulation of policies in the field of financial services, and to make recommendations to Government on action which in the opinion of the Authority would be expedient in relation to matters falling within the regulatory and supervisory functions of the Authority;
- to investigate allegations of practices and activities detrimental to consumers of financial services, and generally to keep under review trading practices relating to the provision of financial services and to identify, and take measures to suppress and prevent, any practices which may be unfair, harmful or otherwise detrimental to consumers of financial services;
- to ensure high standards of conduct and management throughout the financial system;
- to perform such other functions or duties as may be assigned to it by law.

1.2 Scope

- 1.2.1 The purpose of this Expression of Interest (EOI) is to submit proposals for the lease of a minimum of **7,000m²** of net usable office space (excluding any external areas) for the Malta Financial Services Authority and which office space is required to be leased for a period of 15 years “di fermo”. The lease may be further extended for an additional period of 10 years “di rispetto”, and a subsequent period of 10 years “di rispetto”, as may be determined by the Malta Financial Services Authority.
- 1.2.2 The MFSA is hereby inviting interested parties to submit proposals for the leasing of suitable premises for office space in localities in accordance with the requirements, specifications and criteria detailed in this document.
- 1.2.3 Nothing in this invitation is to be construed as creating a binding contract between the MFSA and the proponent until the two parties enter into a final, binding contract (hereinafter referred to as the “Contract”).

1.3 Timetable

	DATE
Date published	28 September 2018
Deadline for request for any additional information/clarification from the Authority:	15 October 2018
Last date on which additional information can be issued by the Authority	19 October 2018 (Noon, CET)
Deadline for Submission of Proposals	29 October 2018 (Noon, CET)
Proposals Opening Session	29 October 2018 (Noon, CET)

2. SPECIFICATIONS & REQUIREMENTS

2.1 General Requirements

- 2.1.1 The Malta Financial Services Authority requires office space (a minimum of **7,000m²** of net usable area), preferably located in a central area in Malta and/or in close proximity to an arterial road. The premises should also be close to the major public transportation routes. The offices should be modern, environmental friendly and secure, portraying a modern image of environmental stewardship and sustainability.
- 2.1.2 The premises proposed and offered by the proponent are required to be in compliance with all local legislation and in particular but not limited to be:
- (i) Energy Performance of Buildings Regulations, 2012 (as amended) and the Technical Part 1: Minimum Energy Performance Requirements for buildings in Malta and Part 2 Minimum Energy Performance Requirements for Building Services in Malta;
 - (ii) Sanitary legislation;
 - (iii) General Provisions for Health and Safety at Work Places Regulations, 2003, Cap. 424 and Occupational Health and Safety legislation;
 - (iv) Building development legislation;
 - (v) Planning Authority Regulations;
 - (vi) Equal Opportunities (Persons with disability) Act and the accessibility the premises shall be in line with local Authority requirements.
- 2.1.3 The premises shall be covered by Planning Authority permits for the required use (offices).
- 2.1.4 The premises shall also be in compliance with approved final compliance certificates and plans.
- 2.1.5 The premises shall be structurally sound and shall be adequately maintained and in a good state of repair.
- 2.1.6 The offices will be frequented by the general public and therefore should be fully accessible and should have adequate access to disabled persons.

- 2.1.7 The premises shall have an entrance from a public road, which entrance leads to clearly defined common parts and reception area. The main entrance should be distinctive and clearly signed.
- 2.1.8 The offices should also be fully accessible to the general public during office hours, and to MFSA employees all times and days.
- 2.1.9 If the premises are located above ground floor level, the premises are required to be serviced with lifts to all floors within the premises.
- 2.1.10 All lifts shall be handed over at date of commencement of the lease to the Contracting Authority in accordance with local legislation and good engineering practice.
- 2.1.11 If Building is not finished – evidence of availability of finance to deliver the premises to tenant to specifications and on time.
- 2.1.12 Building can be branded as requested by tenant.
- 2.1.13 Unless a separate goods lift is installed, the lift should also be suitable for carrying goods.
- 2.1.14 The proponent shall comply with all conditions and requirements established in this EOI.

2.2 Additional Requirements

2.2.1 Car parking facilities

- 2.2.1.1 The premises shall be required to include the provision for **300 reserved** car parking facilities for the Contracting Authority's sole use.
- 2.2.1.2 In addition to the above, the Authority requires that the offices should be located in an area which affords on-street public parking. Proponents should clearly indicate with their proposal document public parking facilities in the vicinity of the premises.

2.3 Abandonment of Contract

- 2.3.1 The Proponent binds himself to lease the premises for the entire duration of the lease and any extensions. Unless warranted by any of the instances provided by law, the Proponent shall not evict or cause the eviction of the Authority, directly or indirectly by any of his actions.
- 2.3.2 In addition to the warranties of peaceful and vacant possession provided by law, the Proponent guarantees the Authority the continued and unmolested enjoyment of the Premises without any interruption or disturbance from or by the Proponent or any third party having any claim against the Proponent.

3. INSTRUCTIONS TO PROPONENTS & CONDITIONS

3.1 General Conditions

- 3.1.1 In submitting an offer, the proponent accepts in full and in its entirety, the contents of this document, including subsequent clarifications issued by the Authority, whatever his own corresponding conditions may be, which he hereby waives. Proponents are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this document.
- 3.1.2 No account may be taken of any reservation in the offer as regards the proposal; any disagreement, contradiction, alteration or deviation may lead to the offer not being considered any further.
- 3.1.3 By submitting their offers, proponents are accepting that this procedure is regulated by Maltese Law, and are deemed to know all relevant laws, acts and regulations of Malta that may in any way affect or govern the operations and activities covered by the EOI and the resulting contract.
- 3.1.4 All costs incurred in preparing and submitting an offer shall be borne by the proponent and these costs shall not be reimbursable. The Authority will not accept responsibility nor pay for any expense or loss which may be incurred by any proponent in the preparation of an offer.
- 3.1.5 The Authority retains the ownership of all offers received under this EOI. No document that is submitted in response to this EOI or to any clarifications made thereafter and in connection with this EOI will be returned to the respondents.
- 3.1.6 This EOI is not a legal offer for any commission but only a request for proposals. Nothing in this EOI creates a legal obligation on the part of the Authority.
- 3.1.7 The Authority may amend and or modify and or defer or discontinue this EOI at its discretion. Proponents that have submitted an offer will be notified in writing of the Authority's actions in this regard.

3.2 Submission of Proposals

3.2.1 Proponents are required to **submit two (2) copies** of their offer. The offer shall be sealed in an outer envelope or parcel with the Advert Number clearly marked on it, delivered (official postal/courier service) by hand and deposited in the Offer Box available within the reception area of the Malta Financial Services Authority. The Envelope/Parcel shall be addressed to:

**The Chief Operations Officer
Malta Financial Services Authority
Notabile Road, Attard
MALTA**

The Offer shall be submitted by not later than **noon (CET) on 29th October 2018**:

Late submissions shall not be accepted.

3.2.2 Proponents responding to this EOI should observe and abide by the following conditions:

- (i) All submissions shall be made strictly in accordance with this document,
- (ii) Additional material, brochures or promotional material may be submitted together with the information requested therein,
- (iii) In the case where the proponent is a consortium, the information requested herein must be provided for each company forming part of the consortium,
- (iv) English is the language to be used in all correspondence and communication related to this EOI,
- (v) Any correspondence, including the actual proposal, must always include the reference number indicated on the front page of this document,
- (vi) The Authority may invite proponents to supplement or clarify the documents they submit,
- (vii) The Authority shall have the right to visit the site during the evaluation period,
- (viii) No liability shall be accepted for late delivery of offers. Late offers shall be rejected and shall not be evaluated.

- 3.2.3 Proponents may alter or withdraw their offers by written notification prior to the above deadline. No offer may be altered after the deadline for submission. Any notification of alteration or withdrawal must be prepared, sealed, marked and submitted in accordance with clause 3.2.1, and the envelope/parcel must also be marked with "alteration" or "withdrawal".

3.3 Documentation to be submitted

- 3.3.1 Respondents to this EOI are required to submit the following information:

(i) Proponent's Details:

- (a) personal and contact details of the site / premises' owner;
- (b) Company's details: company name and registration number; place of establishment; VAT no., legal address of the organisation; full Name(s) of Directors; shareholding details and ultimate parent company's details.
- (c) Contact person details: full name and surname; address, email address, and telephone numbers.

(ii) Information of Ownership of Site / Premises:

- (a) Documentary proof that proponent has vacant possession of the premises. To this end, proponent shall submit documents to the satisfaction of the Authority proving that it is entitled to grant the premises on lease. Such documentary proof shall consist of a public deed demonstrating ownership of the premises, or any other document proving the unconditional right of the proponent to lease the premises.

(iii) Detailed Description of Premises and Location:

- (a) Site plan (scale 1:2500) clearly indicating location of site. Photos of the site indicating access to the site, the building (including the interior) and other facilities on the site.
- (b) Architectural drawings (floor plans, elevations and sections) in a scale 1:100 of the proposed premises and clearly indicating details of areas offered for lease and any common parts;

- (c) Parking availability associated with the lease, and any conditions of use, as well as indication of other public parking facilities in the vicinity of the premises;

(iv) Permits:

- (a) Copies of development permits (Planning Authority permits) and compliance certificates including all approved drawings for the premises offered,
- (b) Where the premises are offered on plan, then the proponent shall commit to provide compliance certificates upon their issue from the Planning Authority.

(v) Financial Offer (refer to Section 5):

- (a) The cost of the rent payable per annum for the duration of the contract in euro, exclusive of VAT and inclusive of all applicable taxes and charges,
- (b) The amount payable per annum for maintenance of the common areas of the building and extraordinary repairs either as an annual fee or formulated based on cost plus management fee.

(vii) Confirmation of when the premises will be ready for occupation.

(viii) List of Drawings and Design Documents

(ix) Energy Efficiency Form.

3.3.2 Proponents must indicate where the above documentation is to be found in their offer by using an index. All documentation is to be securely bound/filed. The Authority shall bear no responsibility for the loss of any documents which are not bound with the offer.

3.3.3 The premises offered may be on plan and, or partly finished at offer stage. However, in such an event, proponents should also submit:

- (i) technical specifications and architectural drawings (floor plans, elevations and cross sections at a scale 1:100) of any works and improvements including construction and partitioning.
- (ii) a list of the proposed activities considered to be necessary to achieve the Contract objectives.

3.3.4 Proponents should include the following in their submissions pertaining to the quality of the finishing of the premises:

- a) Raised flooring and suspended ceiling for all office areas to allow for hidden passage of services,
- b) Floor loading must be at least 3.0kN/m² for all office areas, with the exception of the area that would be allocated for the ICT data centre, which area should offer floor loading of at least 7.0kN/m².
- c) Clear height of offices to be at least 2.55m after installation of floors and ceilings,
- d) Specific measures taken for environmental sustainability of the premises,
- e) Ventilation system to provide a minimum of 13 litres per second per person based on an occupancy of approximately 12 square meters per person and mode of air conditioning,
- f) Electrical power supply of not less than 45W non-essential and 20W essential supply per square metre of office space, with onsite emergency electrical power generation to cover essential supply
- g) Two (2), independent, Fibre optic cable supplies for ICT services.

Where the premises are being offered on plan, the details of the proposed finish shall be included. The Contracting Authority reserves the right to select different finishes from those in the proposal. Any additional cost arising shall be calculated as the difference between the Proponent's specifications and the material chosen.

3.3.5 The intended date of commencement of the lease agreement is 1 January 2021 but the Authority may accept offers whose date of commencement of lease agreement is a later date as may be indicated by the proponent in his offer. Proponents must confirm and declare that the premises would be available for takeover by the MFSA by **1 January 2021 or clearly indicate the earliest date thereafter proposed by the proponent for commencement of the lease agreement.**

3.3.6 Failure to submit the information required by the Authority as set out in this EOI may lead to non-consideration of the offer.

3.3.7 Proponents may submit any other information specific to the proposal which they may consider beneficial in evaluation of the proposal.

3.4 Period of Validity of Offers

- 3.4.1 Offers must remain valid up for a period of 150 days after the deadline for submission of offers indicated in the contract notice. The offer of any proponent who quotes a shorter validity period may be rejected.

3.5 Interpretation, Clarifications and Corrections to this EOI

- 3.5.1 Prospective proponents shall promptly notify the Authority (email: ei@mfsa.com.mt) of any ambiguity in or discrepancy between anything contained in this EOI which they may discover upon examination of the EOI document.
- 3.5.2 Prospective proponents requiring clarification or interpretations of the EOI shall make a written request on ei@mfsa.com.mt at least sixteen (16) calendar days prior to the closing date of receipt of proposals. Any request after this date will not be considered.
- 3.5.3 Any interpretations, corrections or changes to this document by the Authority will be made by an official addendum. Interpretations, corrections or changes made in any other manner will not be valid, and prospective respondents shall not rely upon such interpretations, corrections and changes.
- 3.5.4 Questions and answers, and alterations and addenda to the EOI document will be published as a clarification note on the website of the Authority (www.mfsa.com.mt).
- 3.5.5 Clarification notes will constitute an integral part of the EOI documentation, and it is the responsibility of proponents to visit this website and be aware of the latest information published online prior to submitting their offer.
- 3.5.6 No addenda will be issued later than six (6) days prior to the closing date of receipt of submissions except notification of postponement of the closing date of receipt or its withdrawal, if applicable.
- 3.5.7 The Authority may, at its own discretion, as necessary, extend the deadline for submission of offers to give proponents sufficient time to take clarification notes into account when preparing their offers. In such cases, all rights and obligations of the Authority and the proponent regarding the original date specified in the contract notice will be subject to the new date.

3.6 Special Conditions

- 3.6.1 This Agreement shall be read, governed and construed in accordance with the Laws of Malta and any controversy in relation thereto shall be submitted to final and binding arbitration in terms of Part IV of the Arbitration Act (Chapter 387 of the Laws of Malta).
- 3.6.2 The Proponent cannot, directly or indirectly, subcontract or hand over any part of this contract without the prior approval of the Authority, after a written request to this effect by the Proponent.
- 3.6.3 The Authority is not bound to accept the lowest or any offer and shall not give reasons for the acceptance or rejection of a particular offer.

3.7 Confidentiality

- 3.7.1 The Authority will take reasonable precautions and use reasonable efforts to protect any confidential information specifically defined as such by the Proponent in his offer subject to such disclosure that may be required by law.
- 3.7.2 The Authority may disclose offers to its respective officers, employees and consultants as well as officers, employees and consultants of the Authority.
- 3.7.3 Proponents understand and agree by submitting their offer that the Authority and its respective officers, employees and consultants shall not be liable for any damages resulting from any disclosure of an offer or any information contained therein including the disclosure of confidential information.

3.8 Contractual Obligations and Conditions

- 3.8.1 The lease agreement/s arising from the contract award shall be formalised in the form of a notarial deed.

- 3.8.2 Notarial fees and expenses in connection with the notarial deed will be borne by the Authority, whereas the proponent shall be responsible to bear his own legal costs.
- 3.8.3 Without prejudice to the Authority's rights in terms of any law, if at any time during the term of the lease, the leased premises or any part of the building wherein the leased premises is located is damaged or destroyed by fire, or there exists any other hazard or risk, but in a way that does not render the premises unfit for the conduct of Authority's business or that does not injure the Authority 's business, the proponent shall promptly and through the exercise of due diligence repair the damage and restore the premises, at his expense, to the condition in which the premises existed immediately prior to the damage or destruction.
- 3.8.4 The Proponent shall indemnify and hold harmless the Authority against and from all claims, liabilities, costs, expenses, actions or proceedings it may face or suffer at any time including, without limitation whatsoever, to claims for personal injury or damage caused by the building or the site, or arising from the performance of the works required to be carried out in terms of this EOI or part thereof or by any act whether by omission or commission of the Proponent, its officers, employees, agents, or sub-contractors. This clause shall survive the expiry of the Contract.
- 3.8.5 The Authority does not warrant the accuracy of any representation which may have been made to the proponent at any time prior to the conclusion of the Contract and the proponent acknowledges that he did not rely upon any representation made by or on behalf of the Authority before submitting the offer or entering into the Contract.
- 3.8.6 The award of the Contract does not exonerate the Proponent 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.
- 3.8.7 The Proponent shall have the right to access the site and the building by providing at least one weeks' notice to the Authority. Access shall be exercised during the times advised to him by the Authority.
- 3.8.8 The Proponent expressly waives its right to any abatement of any penalty he may incur in terms of this Agreement to which he may be entitled to in terms of section 1122(1)(b) of the Civil Code.

- 3.8.9 The Authority may at any time during the period of the lease carry out any additional alteration works, services, improvements and finishes to the leased premises which are of a non-structural nature at its expense and without the need of any form of consent of the proponent.
- 3.8.10 The Authority shall be responsible for the following:
- (i) payment of metered water and electricity consumption solely with respect to such water and electricity consumed within the leased areas of the premises;
 - (ii) payment of the Authority's share with respect to metered water and electricity consumption of the common parts of the premises and common parts of parking facilities.
- 3.8.11 The Authority may at any time transfer or assign any of its interests under the leases without the consent, written or otherwise, of the proponent.
- 3.8.12 The Authority may exercise its option to renew the lease for office space, prior to expiry of the first term of 15 years for an additional period of 10 years, and subsequently for an additional period of 10 years, by giving the proponent(s) written notice on or before one hundred and eighty (180) days before the expiry of the then current term of the lease.
- 3.8.13 The Authority may at any time during the period of the lease, and if the chosen premises allow this, install a photovoltaic system on the roof of the premises. The area of the roof where such a PV system shall be sited should be in an area which is not shaded by any neighbouring buildings and, or any obstacles.

3.9 Delays

- 3.9.1 Without prejudice to the Authority's right to dissolve the contract *ipso jure* by effect of the failure to deliver the site and/or building by **1 January 2021 or the earliest date thereafter as indicated by the proponent in his offer**, which applicable date is related to the date of commencement of the lease agreement as proposed by the proponent, such failure shall, in addition to any liabilities incurred by the Proponent under these Conditions and / or the Contract, render also the Proponent liable by way of a penalty of €150 per day for the first 30 days and of €500 per day thereafter, unless the Authority, after having been notified by the Proponent is of the opinion that such delay has arisen from causes which were unavoidable and which could not be foreseen or overcome by the Proponent. In such case the Authority shall decide the extent, if any, of the

deduction. This is without prejudice to the right of the Authority to terminate the contract and obtain compensation for damages from the Proponent.

3.9.2 In the event of any of the following, the Authority shall have the right to carry out the works itself or request a third party to carry the works, at the cost of the Proponent, without prejudice to the rights of the Authority to recover from the Proponent, any damages incurred:

- a) Late delivery of the site and/or building in whole, or in part, or not in accordance with the requirements and specifications of this document, or outright failure to effect delivery of the site and/or building;
- b) Abandonment of the Contract, provided that the Contract shall be deemed abandoned in any of the following circumstances:
 - i. The Proponent fails to commence Work within three (3) working days from the date indicated in his offer for commencement of such works or from the order to start work whichever is the later;
 - ii. The Proponent stops work for thirty (30) consecutive working days without previously obtaining the written permission of the Authority;
 - iii. The Proponent for any cause whatsoever, becomes unable or fails to carry out the Contract as agreed; or should he not progress with the Work in the manner intended by the Contract; or should his preparations for commencement or his subsequent rate of progress be slow, such that in the opinion of the Authority he will be unable to complete and deliver the Work or Goods by the expiration of the contract term; or should he refuse or neglect to comply with the directions given to him by the Authority.

4. EVALUATION OF OFFERS & CONTRACT AWARD

4.1 Opening of Offers

4.1.1 Offers will be opened during a public session on the date and time indicated in this EOI at the Malta Financial Services Authority, Notabile Road, Attard, Malta.

4.1.2 A 'Summary of Offers Received' will be published on the notice board at the Malta Financial Services Authority and will also be available on the Authority's website, www.mfsa.com.mt.

4.2 Evaluation of Offers

4.2.1 Following the closing date, an Evaluation Committee shall evaluate the received proposals against the criteria, specifications and conditions set out in this EOI.

4.2.2 If, in the opinion of the Evaluation Committee, a proposal is unclear in any respect, the Evaluation Committee may, in its discretion, seek clarification from the proponent. Failure to supply clarification to the satisfaction of the Evaluation Committee shall render the proposal liable to disqualification.

4.2.3 After evaluation of proposals, the Evaluation Committee shall draw up a short-list of proposals for the consideration of the Authority.

4.2.4 Being short-listed does not give rise to a contract or any obligation between the Authority and the proponent. No legal relationship shall exist between the Authority and a proponent until such time as a Contract is entered by them.

4.2.5 The 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.

4.3 Right of the Authority to accept or reject any Offer

4.3.1 The Authority reserves the right to accept or reject any offer and/or to cancel the whole procedure and reject all offers. The Authority reserves the right to initiate a new process, at its sole discretion.

- 4.3.2 In the event of cancellation of this EOI procedure, proponents will be notified by the Authority. If the procedure is cancelled before the outer envelope of any offer has been opened, the sealed envelopes will be returned, unopened, to the proponents.
- 4.3.3 Under no circumstances will the Authority be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an offer, even if the Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Authority to implement the programme or contract.

4.4 Appeals

- 4.4.1 Proponents accept that they have no right of appeal from any decision taken by the Authority or the Evaluation Committee during the EOI process, in terms of the Public Procurement Regulations 2016 since this EOI falls outside the scope of these regulations.
- 4.4.2 For the benefit of the Authority, proponents shall submit to the exclusive jurisdiction of an arbitral tribunal in terms of the Arbitration Act (Chapter 387 of the Laws of Malta) in the case that they feel aggrieved by the award.
- 4.4.3 The procedure to be followed shall, except as provided hereunder, be that stipulated in Part IV of the Arbitration Act and the Arbitration Rules, 2004 (L.N 421 of 2004):
- a) The aggrieved proponent, hereinafter the “Claimant”, shall, within ten days from when the Authority publishes the award decision at its main offices, file a notice of objection with the Authority, stating briefly the points at issue. The notice of objection shall be addressed to the Chairman of the Authority. The notice of objection shall only be valid if accompanied by a deposit payable to the Authority, of three thousand euro (€3,000) which deposit shall only be refundable in the case that an arbitration award is given in the Claimant’s favour.
 - b) Upon notification of the notice of objection, the Authority shall within one working day publish the notice of objection at its main offices and suspend the award procedure.
 - c) Within three days from the publication of the notice of objection, any other proponent may register an interest with the Authority. The registration of the interest shall only be valid if accompanied by a fee of one thousand Euro (€1,000) payable to the Authority. This fee shall not be refundable. The Authority shall publish the names of the proponents who

- have registered an interest within one working day and shall notify the same to the proponent who has filed the notice of objection.
- d) The Claimant shall, within five working days from having filed the notice of objection, file a Notice of Arbitration with the Malta Arbitration Centre. The Notice of Arbitration and all documents filed with the Malta Arbitration Centre subsequently thereto shall be notified to the Authority and any other proponent who has registered an interest with the Authority. In the event, that the Notice of Arbitration is not filed within the stipulated five working days, the notice of objection shall be deemed abandoned, and the Authority shall proceed with the award of the Contract. In the event that the Notice of Arbitration is filed, the award procedure shall be suspended until the dispute is determined.
 - e) The arbitration proceedings shall be presided by three persons, one to be nominated by the claimant upon filing his Statement of Claim, the other to be nominated by the Authority upon filing its Statement of Defence, and the other to be nominated by the Chairman of the Arbitration Centre within a period of four working days from the filing of the Notice of Arbitration. The arbitrator appointed by the Chairman shall preside the arbitration proceedings.
 - f) The Notice of Arbitration and the Statement of Claim and all the documents of the Arbitral proceedings shall be served on the Authority and all the proponents who have registered an interest.
 - g) All the proponents who have registered an interest in the proceedings shall be entitled to file a Statement of Defence.
 - h) The Notice of Arbitration and the Statements filed with the Malta Arbitration Centre shall be published at the Authority's main offices by not later than two working days from notification to the Authority.
 - i) A fee of €5,000 shall be payable to the Authority by any party who causes a postponement of any hearing before the Arbitral Tribunal.
 - j) The Arbitration Award shall be given within thirty (30) days from when the last of the three arbitrators are appointed. The Arbitrators shall, before accepting appointment be given a copy of this clause and signify their availability for hearings in order that the Arbitration Award may be given within the time frame stipulated herein.
 - k) No appeal shall lie from the Arbitration Award.
 - l) The Arbitration Proceedings shall be held in Malta.

4.5 Contract Award

4.5.1 Within 30 calendar days of receiving the contract award notice from the Authority, the successful proponent shall enter into Contract with the Authority. The agreement shall bind the successful proponent to enter into the lease agreement with the Authority for the lease of such premises as provided for in this EOI and which lease shall commence on:

- (i) either **1 January 2021;**
- (ii) or **the earliest date thereafter as indicated by the proponent in his offer.**
- (iii) or at such later date as may be determined by the Authority.

4.5.2 Only the signed Contract will constitute an official commitment on the part of the Authority, and activities may not begin until the contract has been signed by the Authority and the successful proponent.

5. SCHEDULE OF RATES

5.1 Preamble to Schedule of Rates

- 5.1.1 Rates and prices must be entered against each item in the Schedule of Rates.
- 5.1.2 The rates shall exclude VAT but shall will cover all other taxes duties, levies, charges, and other liabilities and inclusive of all extra costs or additions which are not stated separately in the Schedule of Rates.
- 5.1.3 The rates inserted in the Schedule of Rates are to be also inclusive values of all alteration works, services, improvements and finishes referred to in the offer, 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.
- 5.1.4 Any errors will be corrected as follows:
- (a) where there is a discrepancy between amounts in figures and in words, the amount in words will prevail; and
 - (b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will prevail.
- 5.1.5 Prospective proponents are advised to note that in accordance with VAT legislation the Malta Financial Services Authority is registered under Article 12 and is locally VAT exempt without credit.

N.B. Three decimal points do not exist in the Euro currency; therefore, such offers cannot be accepted. Offers are to be submitted up to two decimal points.

Schedule of Rates

Schedule A -

(To be completed by the Proponent or an Authorised Representative)

Item No.	Description	Unit	Quantity	Rate excluding VAT, but inclusive of all Duties, charges and all Other Taxes (as applicable) €	Total excluding VAT, but inclusive of all Duties, charges and all Other Taxes/ (as applicable) €
1.1	Annual lease of office space and common parts with a minimum floor area of 7,000m ² of office space and any external area included as part of the premises for a term of 15 years as specified.	Years	15		
1.2	Annual lease for a minimum of 300 private parking spaces and for a term of 15 years as specified.	Years	15		
1.3	Annual fee for: (i) all extraordinary repairs to the leased areas, (ii) all extraordinary and ordinary maintenance and repairs to the private parking spaces, installations and services and to any common parts and (iii) cleaning to all common parts and to the facades of the premises for a term of 15 years as specified. Where such fee shall be based on actual costs plus management fee, details of the formula shall be appended to this Schedule.	Years	15		
1.4	Annual lease of office space and common parts with a minimum floor area of 7,000m ² of office space and of any external area included as part of the premises for a second term of 10 years as specified.	Years	10		

Item No.	Description	Unit	Quantity	Rate excluding VAT, but inclusive of all Duties, charges and all Other Taxes (as applicable) €	Total excluding VAT, but inclusive of all Duties, charges and all Other Taxes/ (as applicable) €
1.5	Annual lease for a minimum of 300 private parking spaces and for a second term of 10 years as specified.	Years	10		
1.6	Annual fee for: (i) all extraordinary repairs to the leased areas, (ii) all extraordinary and ordinary maintenance and repairs to the private parking spaces, installations and services and to all common parts and (iii) cleaning to all common parts and to the facades of the premises for a second term of 10 years as specified. Where such fee shall be based on actual costs plus management fee, details of the formula shall be appended to this Schedule.	Years	10		
1.7	Annual lease of office space and common parts with a minimum floor area of 7,000m ² of office space and any external area included as part of the premises for a third term of 10 years as specified.	Years	10		
1.8	Annual lease for a minimum of 300 private parking spaces and for a third term of 10 years as specified.	Years	10		
1.9	Annual fee for: (i) all extraordinary repairs to the leased areas, (ii) all extraordinary and ordinary maintenance and repairs to the office space, private parking spaces, installations and services and to all common parts and	Years	10		

Item No.	Description	Unit	Quantity	Rate excluding VAT, but inclusive of all Duties, charges and all Other Taxes (as applicable) €	Total excluding VAT, but inclusive of all Duties, charges and all Other Taxes/ (as applicable) €
	(iii) cleaning to all common parts and to the facades of the premises for a third term of 10 years as specified.				
TOTAL					

Notes:

In accordance with Value Added Tax Act (Chapter 406 of the Laws of Malta), the Malta Financial Services Authority is registered under Article 12 and is locally VAT exempt without credit.

In terms of Part 2 of the Fifth Schedule of the Value Added Tax Act, the letting of immovable property is exempt without credit.

Name of Proponent: _____

Date: _____

I.D. No.: _____

Signature: _____

6. PROPONENT'S DECLARATION

To be completed and signed by the proponent (including each partner in a consortium).

In response to your Expression of Interest (EOI) for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined, and accept in full and in its entirety, the content of this EOI document (including subsequent Clarifications Notes issued by the Authority) for invitation to submit proposals No **EOI/03/2018** of **28 September 2018**. We hereby accept the contents thereto in their entirety, without reservation or restriction. We also understand that any disagreement, contradiction, alteration or deviation shall lead to our offer not being considered any further. We offer to provide, in accordance with the terms of the EOI and the conditions and time limits laid down.
- 2 We offer to provide, in accordance with the terms of the EOI and the conditions and time limits laid down, without reserve or restriction, the lease of office space and parking spaces as per the requirements of this EOI.
- 3 The prices of our offer (inclusive of duties, VAT, other taxes and any discounts) are as per Schedule A included with our offer.
- 4 This offer is valid up to 02nd April 2019 (equivalent to 150 days after the deadline for submission of offers indicated in the contract notice).
- 5 We are making this application in our own right and [as partner in the consortium led by < name of the leader / ourselves >] for this offer. We confirm that we are not offering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance]. We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the EOI procedure.

- 6 We are not bankrupt or under an administration appointed by the Court, or under proceedings leading to a declaration of bankruptcy. We also declare that we have not been convicted criminally, or found guilty of professional misconduct. Furthermore, we are up-to-date in the payment of social security contributions and other taxes.
- 7 We accept that we shall be excluded from participation in the award of this contract if compliance certificates in respect of declarations made under Clause of this declaration are not submitted by the indicated dates.
- 9 We fully recognise and accept that any false, inaccurate or incomplete information deliberately provided in this offer may result in our exclusion from this and other contracts funded by the Authority.
- 10 We note that the Authority is not bound to proceed with this EOI process and that it reserves the right to cancel or award only part of the contract. It will incur no liability towards us should it do so.
13. The provisions of this EOI are without prejudice to the obligations of the Contracting Authority in terms of the Freedom of Information Act (Cap. 496 of the Laws of Malta). The Contracting Authority, prior to disclosure of any information to a third party in relation any provision of this EOI, which has not yet been made public, shall consult the proponent 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.
14. We undertake that in the event that we are awarded the Contract, the premises would be available for lease to the Malta Financial Services Authority in accordance with the requirements and conditions of this EOI by not later than:
- (i) 1st January 2021
- (ii) (this date being the earliest possible date thereafter).
(Delete / Fill in Date in (i) (ii) above as applicable)

Name and

Surname: _____

I.D. / Passport Number: _____

Signature of proponent: _____

Duly authorised to sign this

offer on behalf of:

Company/Lead Partner VAT No:

(if applicable)

Stamp of the firm/company:

Place and date:

7. OFFER FORM

A

Publication reference: EOI /03/2018

Expression of Interest for the Lease of Office Space for the Malta Financial Services Authority

A. OFFER SUBMITTED BY:		
In case of a Joint Venture/Consortium: Name(s) of Leader/Partner(s)		Nationality
Leader ¹		
Partner ¹		
Etc ...		

1. Add/delete additional lines for partners as appropriate. Note that a sub-contractor is not considered to be a partner for the purposes of this EOI process. If this offer is being submitted by an individual proponent, the name of the proponent should be entered as 'leader' (and all other lines should be deleted).

B CONTACT PERSON (for this offer)

Name		Surname	
Telephone	(____) _____	Fax	(____) _____
Address		
E-mail			
Signature <i>the person or persons authorised to sign on behalf of the proponent)</i>			
Date			

8. POWER OF ATTORNEY

POWER OF ATTORNEY

If applicable, please attach here the Power of Attorney empowering the signatory of the offer and all related documentation.

**Name of
Proponent:**

Signature:

I.D. No.:

Date:

9. DRAWINGS AND DESIGN DOCUMENTS

The proponent is to fill in this form and submit it with his offer

10.1 List of Drawings attached

No	Name	Drawing No	Design No
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

10.2 List of Design Documents available

No	Designer	Design No	Design Name	Date
1.				
2.				
3.				
4.				
5.				

Name of Proponent: _____

Signature: _____

I.D. No.: _____

Date: _____

11. ENERGY EFFICIENCY FORM

The proponent is to fill in this form and submit it with his offer

EOI/03/2018

TO BE COMPLETED BY THE PROPONENT

I, the undersigned, hereby declare that I shall abide with the requirements of point (e) of the Third Schedule of the Energy Efficiency and Cogeneration Regulations (S.L. 545.16) in that new products purchased partially or wholly for the purpose of providing the service in question, shall comply with the requirements referred to in paragraphs (a) to (d) of the same schedule of these regulations.

I declare that if I am the successful bidder, following signature of contract, I shall make available evidence of meeting this requirement.

Signature:

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

Date: