

INVITATION FOR PROPOSALS

"Lease of a Unit for Operation of a tuck shop, at Hoarafushi Airport"

IFP no: RACL/IUL(PROC)/2023/02 Issued on: January 16, 2023







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Section 1. Letter of Invitation

Regional Airports Company Limited (RACL) hereby invites you to submit a proposal to this Invitation for Proposals (IFP) for the **"Lease of a unit for Operation of a tuck shop, at Hoarafushi Airport"**.

This IFP includes the following documents.

Section 1: Letter of Invitation Section 2: Instruction to Proponents Section 3: Proposal Data Sheet (PDS) Section 4: Evaluation Criteria Section 5: Schedule of Requirements Section 6: Returnable Forms

- Form A: Proposal Submission Form
- Form B: Proposed lease
- Form C: Proposal Securing Declaration

If you are interested in submitting a Proposal in response to this IFP, please prepare your proposal in accordance with the requirements and procedure set out in this IFP and submit it by the Deadline for Submission of proposals set out in Proposal Data Sheet.

RACL looks forward to receiving your Proposal and thank you in advance for your interest in RACL procurement opportunities.

Issued by:

Name: Abdulla Mizan Title: General Manager, Procurement Date: January 16, 2023





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Section 2: Instructions to Proponents

/	A. GENERAL PROVI	SIONS		
1.	Scope of Proposal	1.1	Regional Airports Company Limited wishes to invite proposals from interested and eligible proponents for "Lease of a Unit for Operation of a tuck shop at Hoarafushi AirportThe selected party (lessee) will be responsible for the operation of the shop for a duration of 5 years.The total area of the shop is 106sqft (Map and size details of the unit is attached in the Annex 1- Shop 2)Throughout this IFP:a)the term "in writing" means communicated in written form	
			(e.g. by mail, e-mail, fax)b) "Day" means calendar day.	
2.	Fraud and Corruption	2.1	(e.g. by mail, e-mail, fax)	
		2.2	In pursuance of this policy, RACL:	



			a)	engaged in corrupt or fraudulent practices in competing for the contract in question.	
			b)	a stated period of time, to be awarded a contract (from RACL) if it at any time determines that the proponent has engaged in corrupt or fraudulent practices in competing for, or in	
3.	Eligibility	3.1	executing, a RACL contract.This Invitation for Proposals is open to sole proprietorships, partnerships and companies.		
		3.2	A Proponent should not be suspended, debarred or otherwise identified as ineligible by a state institution. Proponents are required to disclose to RACL whether they are subject to any sanction or suspension imposed by a state institution.		
4	Conflict of Interest	4.1	foun prop	oponent shall not have a conflict of interest . Any Proponent d to have a conflict of interest shall be disqualified. A ponent is found to have a conflict of interest for the purpose of Process if the Proponent; Directly or indirectly controls another proponent, or is controlled by or is under common control with another Proponent; or	
			b) Has a relationship with another Proponent through common third parties, that puts it i to influence the Proposal of another Pro influence the decisions of the Purchaser re- process; or		
			c)	Or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Proposal; or	
			d)	Or any of its affiliates has been hired (or is proposed to be hired) by RACL for the Contract implementation; or	
			e)	Has a close business or family relationship with a staff of RACL who;	



				 (i) are directly or indirectly involved in the preparation of the request for proposal or specifications of the Contract, and/or the Proposal evaluation process of such Contract; (ii) would be involved in the implementation or 		
				supervision of such Contract.		
				(iii) is a senior management staff of RACL.		
			4.2	A firm that is a Proponent shall not participate in more than one		
				Proposal. This includes participation as a subcontractor. Such		
				participation shall result in the disqualification of the Proposal.		
I	B. PREPARATION	0	F PROI	POSALS		
5.	Cost	of	5.1	The Proponent shall bear all costs related to the preparation		
5.		of	5.1	and/or submission of the Proposal, regardless of whether its		
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	Proposals			Proposal is selected or not. RACL shall not be responsible or liable		
				for those costs, regardless of the conduct or outcome of the		
				procurement process.		
6.	Language		6.1	The Proposal, as well as any and all related correspondence		
				exchanged by the Proponent and RACL, shall be written in the		
				language(s) specified in the PDS.		
7.	Documents		7.1	The Proposal shall comprise of the following documents and		
	Comprising th	ne		related forms.		
	Proposal			a) Standard documents		
				1. Company background/profile		
				 Certificate of Business registration Tax clearance report (past three months) 		
				b) Proposal submission Form (Form A)		
				c) The business proposal (Refer clause 8 of this IFP)		
				d) Proposed Lease (Form B)		
				e) Proposal Securing Declaration (Form C)		



8.	The Business	8.1	The Business Proposal shall address/meet the requirements			
	Proposal		specified under section 5; Schedule of Requirements of this IFP.			
			At minimum, the business proposal shall include:			
			- Operational/Management Plan			
			This shall include details of how the proponent wishes to develop,			
			operate and provide the service. This shall also include the details			
			(list) of the items /products that would be sold in the shop.			
9.	Currency	9.1	All prices shall be quoted in the currency or currencies indicated in			
			the PDS. If prices are quoted in a currency not specified in the PDS,			
			the Proposal shall be rejected.			
10.	Only One	10.1	The Proponent shall submit only one Proposal.			
	Proposal	10.2	Proposals submitted by two (2) or more Proponents shall all be			
			rejected if they are found to have any of the following:			
			a) they have at least one controlling partner, director or			
			shareholder in common; or			
			b) they have a relationship with each other, directly or through			
			common third parties, that puts them in a position to have			
			access to information about, or influence on the Proposal of			
			another Proponent regarding this IFP process;			
			c) they are subcontractors to each other's Proposal, or a			
			subcontractor to one Proposal also submits another Proposal			
			under its name as lead Proponent;			
11.	Proposal Validity	11.1	Proposals shall remain valid for the period specified in the PDS,			
	Period		commencing on the Deadline for Submission of Proposals. A			
			Proposal valid for a shorter period shall be rejected by RACL and			
			rendered non-responsive.			
12.	Extension of	12.1	In exceptional circumstances, prior to the expiration of the			
	Proposal Validity		Proposal validity period, RACL may request Proponents to extend			
	Period		the period of validity of their Proposals. The request and the			
			responses shall be made in writing and shall be considered			
			integral to the proposal.			



		12.2	If the Proponent agrees to extend the validity of its Proposal, it shall
			be done without any change to the original Proposal.
		12.3	The Proponent has the right to refuse to extend the validity of its
			Proposal, in which case, the Proposal shall not be further
			evaluated.
13.	Clarification of	13.1	Proponents may request clarifications on any of the IFP documents
	IFP		no later than the date indicated in the PDS. Any request for
			clarification must be sent in writing in the manner indicated in the
			PDS. If inquiries are sent other than specified channel, even if they
			are sent to a RACL staff member, RACL shall have no obligation
			to respond or confirm that the query was officially received.
		13.2	RACL will provide the responses to clarifications through the
			method specified in the PDS.
		13.3	RACL shall endeavor to provide responses to clarifications in an
			expeditious manner, but any delay in such response shall not
			cause an obligation on the part of RACL to extend the submission
			date of the Proposals, unless RACL deems that such an extension
			is justified and necessary.
14.	Amendment of	14.1	At any time prior to the deadline of Proposal submission, RACL
	Proposals		may for any reason, modify the IFP in the form of an amendment
			to the IFP. Amendments will be made available to all prospective
			proponents.
		14.2	If the amendment is substantial, RACL may extend the Deadline
			for submission of Proposal to give the Proponents reasonable time
			to incorporate the amendment into their Proposals.
15.	Pre-Proposal	15.1	When appropriate, a pre-proposal conference will be conducted
	Meeting		at the date, time and location specified in the PDS. All Proponents
			are encouraged to attend. Non-attendance, however, shall not
			result in disqualification of an interested Proponent. No verbal
			statement made during the conference shall modify the terms
			and conditions of the IFP, unless specifically incorporated in the
			Minutes of the Proponent's Conference or issued/posted as an
			amendment to IFP.
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(C. SUBMISSION AND OPENING OF PROPOSALS					
16.	Submission	16.1	The Proponent shall submit a signed and complete Proposal comprising the documents and forms in accordance with the requirements of the PDS. The Proposal shall be delivered using the method specified in the PDS.			
		16.2	The Proposal shall be signed by the Proponent or person(s) duly authorized to commit the Proponent. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the proponent, or a Power of Attorney, accompanying the Proposal.			
17.	Hard Copy	17.1	 Hard copy (manual) submission shall be governed as follows a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the PDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. b) All the pages of the Original Proposal and Copies of the proposal must be bound together, and all pages must contain the page number and the stamp of the proponent. c) Proposals shall be sealed in an envelope, which shall: i. Bear the name of the Proposal. If the envelope with the Proposal is not sealed and marked as required, RACL shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal. 			
18.	Deadline fo Submission o Proposals and Late Proposals	f	Complete Proposals must be received by RACL in the manner, and no later than the date and time, specified in the PDS. RACL shall only recognize the actual date and time that the proposal was received by RACL. RACL shall reject any Proposal that is received after the deadline for the submission of Proposals.			



		10.1				
19.	Proposal	19.1	RACL will open the Proposal in the presence of an ad-hoc			
	Opening		committee formed by RACL of at least two (2) members.			
		19.2	The Proponents' names, prices, and any other information that			
			RACL deems relevant will be announced at the proposal opening.			
		19.3	No Proposal shall be rejected at the proposal opening stage,			
			except for late submissions, in which case, the Proposal shall be			
			returned unopened to the Proponents.			
[D. EVALUATION	AND	COMPARISON OF PROPOSALS			
20.	Confidentiality	20.1	Information relating to the examination, evaluation, and			
			comparison of Proposals, and the recommendation of contract			
			award, shall not be disclosed to Proponents or any other persons			
			not officially concerned with the process, even after publication of			
			the contract award.			
		20.2	Any effort by a Proponent or anyone on behalf of the Proponent to			
			influence RACL in the examination, evaluation and comparison of			
			the Proposals or contract award decisions may, result in the			
			rejection of its Proposal and may subsequently be subject to the			
			application of RACL's vendor sanctions procedures.			
21.	Evaluation of	21.1	RACL will conduct the evaluation solely based on the Proposals			
	Proposals		received.			
		21.2	Evaluation of Proposals shall be carried out according to the			
			criteria provided in Section 4. (Evaluation Criteria).			
22.	Due Diligence	22.1	RACL reserves the right to undertake a due diligence exercise,			
			aimed at determining to its satisfaction, the validity of the			
			information provided by the Proponent. Such exercise shall be fully			
			documented and may include, but need not be limited to, all or			
			any combination of the following:			
			a) Verification of accuracy, correctness and authenticity of			
			information provided by the Proponent;			
			b) Validation of extent of compliance to the IFP requirements			
			and evaluation criteria based on what has so far been found			
			by the evaluation team;			
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			c) Inquiry and reference checking with Government entities with			
			jurisdiction on the Proponent, or with previous clients, or any			
			other entity that may have done business with the Proponent;			
			d) Inquiry and reference checking with previous clients on the			
			performance on on-going or completed contracts, including			
			physical inspections of previous works, as deemed necessary;			
			e) Other means that RACL may deem appropriate, at any stage			
			within the selection process, prior to awarding the contract.			
23.	Clarification of	23.1	To assist in the examination, evaluation, and comparison of			
	Proposals		Proposals, RACL may, at its discretion, request any Proponent for			
			a clarification of its Proposal. This includes asking for a			
			demonstration of the products/services proposed by the			
			proponent.			
		23.2	RACL's request for clarification and the response shall be in writing			
			and no change in the prices or substance of the Proposal shall be			
			sought, offered, or permitted, except to provide clarification, and			
			confirm the correction of any arithmetic errors discovered by RACL			
			in the evaluation of the Proposals, in accordance with the IFP.			
		23.3	Any unsolicited clarification submitted by a Proponent in respect to			
			its Proposal, which is not a response to a request by RACL, shall			
			not be considered during the review and evaluation of the			
			Proposals.			
24.	Responsiveness of	24.1	RACL's determination of a proposal's responsiveness will be based			
	Proposals		on the contents of the proposal itself. A substantially responsive			
			Proposal is one that conforms to all the terms, conditions,			
			specifications, and other requirements of the IFP without material			
			deviation, reservation, or omission.			
		24.2	If a proposal is not substantially responsive, it shall be rejected by			
			RACL and may not subsequently be made responsive by the			
			Proponent by correction of the material deviation, reservation, or			
			omission			



25.	Nonconformities,	25.1	Provided that a Proposal is substantially responsive, RACL may		
	Reparable Errors		waive any non-conformities or omissions in the Proposal that, in		
	and		the opinion of RACL, do not constitute a material deviation.		
		05.0			
	Omissions	25.2	RACL may request the Proponent to submit the necessary		
			information or documentation, within a reasonable period, to		
			rectify nonmaterial nonconformities or omissions in the Proposal		
			related to documentation requirements. Such omission shall not		
			be related to any aspect of the price of the Proposal. Failure of the		
			Proponent to comply with the request may result in the rejection of		
			its Proposal.		
		25.3	For the proposals that have passed the preliminary examination,		
			RACL shall check and correct arithmetical errors as follows:		
			a) if there is a discrepancy between the unit price and the line		
			item total that is obtained by multiplying the unit price by the		
			quantity, the unit price shall prevail and the line item total		
			shall be corrected, unless in the opinion of RACL there is an		
			obvious misplacement of the decimal point in the unit price;		
			in which case, the line item total as quoted shall govern and		
			the unit price shall be corrected;		
			b) if there is an error in a total corresponding to the addition or		
			subtraction of subtotals, the subtotals shall prevail, and the		
			total shall be corrected; and		
			c) if there is a discrepancy between words and figures, the		
			amount in words shall prevail, unless the amount expressed		
			in words is related to an arithmetic error, in which case the		
			amount in figures shall prevail.		
		25.4	If the Proponent does not accept the correction of errors made by		
			RACL, its Proposal shall be rejected.		
ľ	E. AWARD OF C				
26.	Right to Accept,	26.1	RACL reserves the right to accept or reject any proposal, to render		
	Reject, Any or All		any or all the proposals as non-responsive, and to reject all		
	Proposals		Proposals at any time prior to award of contract, without incurring		
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			any liability, or obligation to inform the affected Proponent(s) of		
			the grounds for RACL's action. RACL shall not be obliged to award		
			the contract to the lowest priced offer.		
27.	Award Criteria	27.1	Prior to expiration of the period of Proposal validity, RACL shall		
			award the contract to the qualified and eligible Proponent that is		
			found to be responsive to the Schedule of Requirements and		
			Technical Specification and has offered the lowest price.		
28.	Contract	28.1	Within five (5) days from the date of receipt of the Contract, the		
	Signature		successful Proponent shall sign and date the Contract and return		
			it to RACL. Failure to do so may constitute sufficient grounds for		
			the annulment of the award, and forfeiture of the Proposal		
			Security, if any, and on which event, RACL may award the Contract		
			to the Second highest rated or call for new Proposals.		
29.	Performance	29.1	Performance security, if required in the PDS, shall be provided in		
	Security		the amount specified in PDS within 5 days from signing of the		
			contract. Where a performance security is required, the receipt of		
			the performance security by RACL shall be a condition for		
			rendering the contract effective.		
30.	Liquidated	30.1	If specified in the PDS, RACL shall apply Liquidated Damages for		
	Damages		the damages and/or risks caused to RACL resulting from the		
			Contractor's delays or breach of its obligations as per Contract.		





Section 3. Proposal Data Sheet

BDS	Reference to	Data	Specific Instructions/Requirements
No.	Section 2.		
1	6	Language of the Proposal	English
2	11	Proposal Validity Period	90 days
3		Bid Security	Not required
4	30	Liquidated Damages	The Lessee shall pay the rent due with a penalty charge at the rate of 0.05% of the rent per day from the due date onwards until the date of payment.
5	29	Performance Security	Not required
6		Registration	Not required
7	15	Pre-Proposal Meeting	Not required
8	9	Currency of Proposal	Maldivian Rufiyaa
9	13	Deadline for submitting requests for clarifications/questions	Date: January 16 th , 2023- January 23rd ,2023 Time: 09:00 hrs
10		Site Inspection	Site Inspection would be open from January 16th, 2023, until closing of Inquiry period
11	13	Contact Details for submitting clarifications/questions	Abdulla Mizan General Manager, Procurement tender@airports.mv
12	13,14	Manner of disseminating supplemental information to the IFP and response/clarifications to queries	Will be emailed to the proponents
13	18	Deadline for Submission	Date: January 29, 2023 Time: 14:00 hrs
14	16,17	Manner of Submitting Proposals	1 hard copy
15	16,18	Proposal Submission Address	Regional Airports Company Ltd 6 th Floor, H.Suez Ameer Ahmed Magu Male, Maldives
16	19	Date, time and venue for the opening of proposal	Date: January 29, 2023 Time: 14:00 hrs Venue: Regional Airports Company Ltd 6 th Floor, H.Suez Ameer Ahmed Magu, Male, Maldives
17	21	Evaluation Method for the Award of Contract	As per the criteria mentioned in Section 4. Evaluation Criteria
18	1	Duration of the lease/contract	5 years



Section 4. Evaluation Criteria

1. Preliminary Examination Criteria

Proposals will be examined to determine whether the documents mentioned in Section 2, Clause 7: Documents Comprising the Proposal have been fully completed and submitted. Failure to fully complete and submit any of the documents in section 2, clause 7 Documents Comprising the Proposal, will make the proposal unresponsive and the proposal will be rejected.

2. Eligibility Criteria

Eligibility will be evaluated on a Pass/Fail basis. Failure to pass any of the below criterion will make the proponent ineligible and the proposal will be rejected.

Subject	Criteria	Document Requirement	Submission
Eligibility	Proponent is not suspended, debarred or otherwise identified as non-eligible by the Government of Maldives or any other state institution.		Proposal 1
Conflict of Interest	No conflict of interest in accordance with IFP 4.	Form A: Submission Forn	Proposal n

3. Technical evaluation

The technical evaluation of the proposals will be based on the **business proposals** submitted by the proponents: **Refer Section 2, clause 8 of this IFP for details.**

The business proposals submitted shall address/adhere to the guidelines provided under Section 5 (Schedule off requirements of this IFP)

Technical evaluation would be based on Pass or Fail basis.

4. Financial Evaluation

Subject	Criteria	Document Requirement	Submission
Financial Evaluation	The highest lease value proposed for the five- year period shall receive the highest marks. Remaining competent proposals shall receive marks on a pro-rata basis.	Form B: Proposed	Lease



Section 5. Schedule of Requirements

The Proponents shall comply with the following conditions. Bidders shall address the below requirements in their proposals.

- The Lessee will be responsible for the operation of the unit for the duration of the lease term. The operation of the unit includes but is not limited to maintenance, supervision and managing inventory of the unit.
- The unit will be leased for a period of 5 years. The Area of the unit is 106sqft (Map & size details of the unit (shop 2) Attached with this document in Annex 2)
- The lessee must have respective licenses required for the provision of tuck shop
- Lessee must follow any regulation imposed by Economic Ministry regarding the operation of business in the Maldives
- Utility charges will be charged separately and are not part of the rent. This would by borne by the lessee
- All the shop racks and display materials shall be kept inside and within the shop area.
- The Lessee will be granted a one (1) month grace period from the date of signing the Lease Agreement for the completion of the development, arrangement, and commencement of operation. During this period, no rent shall be payable by the lessee. Declared rent will be levied from 2nd month onwards
- The lease rate would be proposed by the bidder. Monthly rental shall not be fixed throughout the lease period but shall be increased year by year.
- The unit would be handed over to the Lessee within the same day of signing the agreement
- All Bidders are encouraged to inspect the shop space allocated and verify that the space allocated is suitable for the purpose for which the space allocated is tendered.



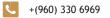


Section 6. Returnable Forms

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Proposal Forms in accordance with the instructions in the forms and return them as part of your proposal submission. No alteration to the format of forms shall be permitted and no substitution shall be accepted. Any alteration to these forms will lead to rejection of the proposal.

Have you duly completed all the Returnable Forms?	Please tick	Reference
	(to be	to page
	filled by	number in
	the	Proposal
	proponent)	(to be
		filled by
		the
		proponent)
Form A: Proposal Submission Form		
Form B: Proposed Lease		
Form C: Proposal Securing Declaration		







FORM A: PROPOSAL SUBMISSION FORM

Name of Proponent	
Registration No	
Registered Address	
Proponent's	Name:
Authorized	Title:
Representative	Contact numbers:
Information	Email:
Contact Person that	Name:
RACL may contact for requests for	Title:
clarifications during	Contact numbers:
Proposal Evaluation	Email:

We, the undersigned, offer to lease and operate a tuck shop in Hoarafushi Airport Premises in accordance with your Invitation to Proposal No. [*Insert IFP Reference Number*] and our Proposal. We hereby submit our Proposal.

I/We, hereby declare that I/we have checked or otherwise verified the suitability of the space for the purpose for which the space is tendered.

I/We undertake, if our Proposal is accepted, to start the operation of a shop on the (space provided) in accordance with the relevant laws and regulations within a maximum of 1 (One) month from the date of signing the Lease Agreement.

I/We agree to abide by this Proposal for a period of 90 (Ninety) calendar days from the Proposal Opening Date under IFB Clause 12.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We hereby declare that our firm,

- a) has not been suspended, debarred, sanctioned or otherwise identified as ineligible by any state institution in the Republic of Maldives.
- b) have no conflict of interest in accordance with IFP clause 4.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by RACL.

Our Proposal shall be valid and remain binding upon us for the period specified in the Proposal Data Sheet.

We understand and recognize that you are not bound to accept any Proposal you receive.



I, the undersigned, certify that I am duly authorized by [Insert Name of Proponent] to sign this Proposal and bind it should RACL accept this Proposal.

Name:

Title:

Date:

Signature:

Corporate seal:







FORM B: PROPOSED LEASE

Year	Monthly rent (in MVR)	Annual rent (in MVR)
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		

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Note:

The lease rate would be proposed by the bidder. Monthly rental shall not be fixed throughout the lease period but shall be increased year by year.







FORM C: PROPOSAL SECURING DECLARATION

Date: [insert as day,	/month/year]	
	posal [insert number]	
Number:		
To: Regional Airports	s Company Limited	
We, the undersigned	, declare that:	
We understand that,	, according to your conditions, Proposals must be supported by a Proposal-	
Securing Declaration		
We accept that we w	ill automatically be suspended from being eligible for submitting proposals in	
any contract with Reg	gional Airports Company Limited for the period of time of 1 year starting on the	
	a notification from Regional Airports Company Limited, if we are in breach of	
	r the proposal conditions, because we	
	wn our Proposal during the period of proposal validity specified in the Letter of	
Proposal; or		
(b) having been notified of the acceptance of our Proposal by Regional Airports Company		
	Limited during the period of proposal validity,	
.,	refuse to execute the Contract, if required; or	
(ii) fail or	refuse to furnish the Performance Security, in accordance with the IFP.	
	this Proposal-Securing Declaration shall expire if we are not the successful	
Proponent, upon the earlier of (i) our receipt of your notification to us of the name of the successful		
Proponent; or (ii) 28 days after the expiration of our Proposal.		
<u> </u>		
Signed:	[insert signature of person whose name and capacity are shown]	
In the Capacity of:	[insert legal capacity of person signing the Proposal-Securing Declaration]	
Name:	[insert name of person signing the Proposal-Securing Declaration]	
Duly authorized to	[insert complete name of the Proponent]	
sign the proposal		
for and on behalf		
of:	mu of	
	ay of,, [insert date of signing]	
Corporate Seal:		



Annex 1: Map & size details of the unit (Shop 2)

