



GOVERNMENT OF BERMUDA

INVITATION TO TENDER

CONCESSION STAND, MULLET BAY ROAD, ST GEORGE'S

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PART I

UNCONDITIONAL TENDER STATEMENT

Name of Tenderer:	
Company No: (If applicable)	
Address for Correspondence:	
Company's Registered Address: (if different from above)	

Details:	Tenderer	Principle point of contact (if different from Tenderer)
Telephone number:		
Facsimile number:		
E-mail address:		
Tenderer's Signature: (see Section III, pt. 13)		
Date:		

OFFER (Annual Rent)	In figures (\$):	(select an option)
	In words:	Monthly in advance <input type="checkbox"/> Quarterly in advance <input type="checkbox"/> Annually in advance <input type="checkbox"/>



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<p>Name and nationalities of all business partners associated with proposed business for this tender</p>	
<p>Number of staff to be employed</p>	
<p>Number of jobs to be held by Bermudians</p>	
<p>Any additional details of proposal (Please indicate if provided under separate cover)</p>	



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PART II

TENDER TERMS & CONDITIONS

1. The Tenderer must submit their offer as a bona fide Tender that is not a fixed or adjusted amount in accordance with any agreement or arrangement with any other person.
2. The Tenderer shall not communicate to any person other than Estates Section, Department of Public Lands & Buildings of the Government of Bermuda or their Agent, the amount or approximate amount of the proposed Tender, except where necessary to obtain insurance premium quotations required for the preparation of the Tenders.
3. Tenderer to provide financial and company information when requested.
4. Tenderer to provide bank references when requested.
5. Tenderer to provide Lawyer's details when requested.
6. Consideration will be given to prospective applicants who will be able to provide surety for:
 - a. The fast turnaround of their proposal to become fully operational
 - b. The proposed works/investment in the unit to prepare and make ready for use without need for financial input from the Government
 - c. Capability of securing necessary Planning//Environmental/Health control requirements as necessary for proposed use and works to the unit – Reasonable time will be allowed for arrangements for this after offer has been received from Department of Public Lands & Buildings. Therefore any information provided for consultations with relevant authorities or Government Departments would be an asset.
 - d. The proposal should include:
 - Full details of proposed use
 - Full details of any proposed alteration works to the unit
 - Proposed projected time of commencement and completion of any alterations works and anticipate date when unit will become operational
 - Proposed rent per annum and or any proposed rental concession (in the form of an incentive being sought by prospective lessee).
7. Any outstanding debts of the Tenderer to Government must be settled before close of tender



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PART III

INSTRUCTIONS FOR TENDERING

1. The Government of Bermuda (“**The Lessor**”) invites Proposals to be made unconditionally (where completion will not be dependent on any planning consent or any other matters) for the Leasehold interest in the Unit (‘CONCESSION STAND, MULLET BAY ROAD, ST GEORGE’S’).
 - 1.1 The Lessor would like each Tenderer to submit offers made on an unconditional basis with the appropriate adjustment of the offer figure to take account of any planning or other regulatory controls or any other matters relating to their proposal for the unit.
2. Tenderers are advised to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
3. Tenderers shall obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
4. If a Tenderer is in doubt as to the interpretation of any part of this Tender document the Lessor or its Agent will endeavour to answer written enquiries prior to Tenders being submitted.
5. Tenderers should not rely on any information received other than that supplied by the Lessor in this Tender Document or other information in written form from the Estates Section at Dept. of Public Lands and Buildings. The Lessor will not accept responsibility for any information supplied other than as prescribed.
6. The Tender Document is and shall remain the property of the Lessor.
7. Every Tender Statement received by the Lessor shall be deemed to have been made subject to the Tender Document unless the Lessor shall previously have expressly agreed in writing to the contrary. The Lessor retains the right to invite or permit variations or alterations to the terms of the leasing arrangement.
8. The Tender Statements shall be fully completed and signed by the Tenderer in accordance with **Clause 13** and submitted in the manner and by the date and time stated in **Clause 14**.
9. All information supplied by the Lessor or its agent in connection with this invitation to tender will be regarded as confidential by the Tenderer (except that such information as is necessary may be disclosed for the purposes of obtaining quotations necessary for the preparation of the Tenders).



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10. No employee or agent of the Lessor has the authority to vary or waive any part of the Tender Document.
11. Any Tenderer who directly or indirectly canvasses any member, agent or officer of the Lessor concerning the award of the Contract will be disqualified.
12. The insertion of any conditions qualifying the Tender or any unauthorised alteration to any of the Tender Documents shall not automatically affect the leasing arrangement and may cause the Tender to be rejected.
13. All documents requiring a signature shall be signed:-
 - a. where the Tenderer is an individual, by that individual.
 - b. where the Tenderer is a partnership, by two duly authorised partners.
 - c. where the Tenderer is a company by two directors or by a director and the secretary of the Company, such persons being duly authorised for that purpose.
14. The tendering timetable is as follows:-

TENDER SUBMISSION DEADLINE	
3:00 PM	THURSDAY 12 TH NOVEMBER 2020

The Proposal/Tender Statement must be submitted in sealed envelopes and should be dropped off **BY HAND** in the **TENDER BOX** labelled “**Tender Box (Drop Off)**” at the **Ministry of Public Works, Department of Public Lands & Buildings, 3rd Floor, General Post Office Building, 56 Church Street, Hamilton, Bermuda HM12**. The tender box is located to the left from the elevators on the third floor.

15. The Proposal/Tender Statements once submitted and accepted by the Lessor cannot be renegotiated. The Proposals will be assumed to have been submitted with the potential proposer having full knowledge of the property, its condition, any statutory requirements and planning status. It is recommended that independent professional advice be sought before offers are submitted.
16. The Tenderer must accept that if they fail to sign a contract for a lease offered by the Landlord within 4 (four) weeks of the date on which the Landlord accepts the offer, then the acceptance shall be treated as withdrawn unless otherwise agreed by the Lessor in writing.
17. All offers and subsequent necessary negotiations shall be subject to contract. The acceptance of any offer will be subject to the approval of the appropriate Government Department as well as Legislative approval, were necessary.
18. If the Lessor accepts an offer the successful Tenderer may be required to sign a contract for a lease within 4 weeks of the relevant Government Department and



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approval being received and an offer being accepted, and to complete the leasing arrangement and or appropriate agreements within 28 days later.

19. The Lessor may in exceptional circumstances at its own absolute discretion extend the closing date and time specified for the receipt of Tenders.
20. The Lessor is not bound to accept the highest Tender or any Tender received and all Tenders and negotiations are subject to contract.
21. The Tenders will be evaluated based on the proposed rent, use, funding and also on the capability of the Tenderer to deliver within a reasonable timeframe.



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PART IV

CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

NOTES FOR THE BIDDER

The essence of Open Tendering is that the Government of Bermuda shall receive bona fide competitive Tenders from all persons submitting tenders. In recognition of this principle, all companies submitting a tender will be required, by way of the signature of the Company Principal, to state their agreement to the statements below, which indicates that the tender has been submitted without any form of collusion.

The Certificate of Confirmation of Non-Collusion is a mandatory requirement from all bidders. Any bids submitted which do not include a signed copy of the Certificate will be wholly rejected and will not be included in the evaluation process.

If it is later found that the undertakings made below have been breached at any stage of the process, the bidder will be expelled from the process immediately. In the event that this is discovered after a contract award, legal action may be taken against the bidder and/or any party involved in the matter.

False submissions may also exclude the bidder, and any other person or company involved in collusion, from bidding for future contracts tendered by the Government of Bermuda.



CONFIRMATION OF NON-COLLUSION

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We confirm that we have not received any additional information, other than that contained within the tender pack, or supplementary information provided to all bidders.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:

- (a) communicating to a person other than the tender administrator the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance) or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement, gift /hospitality or valuable consideration directly or indirectly to any person in relation to this tender.

Signed

(1) _____ Status _____

(2) _____ Status _____

for and on behalf of

Date _____



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PART V

DRAFT LEASE HEADS OF TERMS

GENERAL CONDITIONS OF LEASE

The main Leasing terms and conditions are:

- **Planning / Environmental / Health Control:** Lessor shall be required to secure all necessary permissions and consent for any works and use of the unit.
- **All Statutory Regulations:** Lessee shall comply with all regulations pertaining to works to the unit and use of it
- **Demise :** The property subject to the lease will be is shown edged red on a plan attached to the lease
- **Term of Lease:** For a minimum period of **2** years, subject to break and renewal options, as shall be agreed
- **Use:** As shall be proposed/offered and agreed and as permissible by Law.
- **Rent/Rental Concessions:** As shall be proposed/offered and agreed.
- **Maintenance/Repairs:** The Lessee will be responsible for all repairs to the property.
- **Insurance:** Any required insurance shall be the responsibility of the Lessee including Contents Insurance, Public Liability Insurance and Insurance for Loss of Business in the event of storm/ 'Act of God'
- **Public Liability Insurance:** The Lessee shall be required to procure a Public Liability Insurance **for 1 million per claim or at a level as shall be deemed reasonable**
- **Indemnity:** Lessee shall indemnify the Landlord of all costs, claims, losses, demands and charges pertaining to any alteration works to the property.
- **Alienation:** Lessee shall not assign, underlet, share or part with possession of the property either in whole or part without the prior written consent of the Lessor
- **Legal Fees:** Each party shall be responsible for their own legal cost pertaining to the completion of all the lease agreement.