



GOVERNMENT OF BERMUDA
MINISTRY OF PUBLIC WORKS

DEPARTMENT OF PUBLIC LANDS & BUILDINGS
ESTATES SECTION

INVITATION TO TENDER

**HORSESHOE BAY BEACH HOUSE CAFÉ,
SOUTHAMPTON WK01**

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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)	

Contact Details:	Tenderer	Principal point of contact (if different from Tenderer)
Telephone number:		
E-mail address:		
Authorised Signatory (or Signatories): (See PART III, Clause 13)	Sign.:	Sign.:
	Name:	Name:
Date:		

Proposed Rent	Amount	Payable (Optional)
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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*** Any additional details of proposal**

* Additional pages may be attached and brief schedule of details of attachment specified here. Examples:

- Improvements
 - Proposal for championing the cause of Environmental Friendly (eco-friendly) processes/services/uses, including management of trash/refuse disposal.
 - Management of hired beach furniture (chairs, umbrellas, etc.
 - Security/Health & Safety regimes
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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 financial or 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 in support of the beach resort.
 - b. The proposed works/improvements to the Property with no need for financing input from the Government
 - c. Capability of securing necessary Planning/ Parks Commission/ Environmental/ Health control approvals for proposed services and works to the Property – Reasonable time will be allowed for necessary arrangements 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 services
 - Full details of any proposed improvement works to the Property
 - Proposed projected time of commencement of any improvement works, completion and when Café will become fully operational
 - Proposed rent per annum and or any proposed rental concession (in the form of an incentive being sought by prospective tenant).
 - A scheme for championing the cause of environmental friendly (eco-friendly) aspirations for the beach resort, including the management of trash disposal.
 - Management of hired beach furniture (chairs, umbrellas, etc.).



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- e. A high level of collaborative initiatives or efforts with Parks Department and Department of Public Lands & Buildings - who will be responsible for the management of the entire Horseshoe Bay beach resort of which the Café is part.

PART III

INSTRUCTIONS FOR TENDERING

1. The Government of Bermuda ("The Landlord") 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 Property (Horseshoe Bay Beach House Café).
 - 1.1 The Landlord 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 Property.
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 proposal is accepted.
3. Tenderers shall obtain for themselves at their own expense all information necessary for the preparation of their proposal.
4. If a Tenderer is in doubt as to the interpretation of any part of this Tender document the Landlord or its Agent will endeavour to answer written enquiries prior to proposals being submitted.
5. Tenderers should not rely on any information received other than that supplied by the Landlord or its Agent in this Tender Document or other information in written form from the Authorised Officer or a nominated representatives. The Landlord will not accept responsibility for any information supplied other than as prescribed.
6. The Tender Document is and shall remain the property of the Landlord.
7. Every Tender Statement received by the Landlord shall be deemed to have been made subject to the Tender Document unless the Landlord shall previously have expressly agreed in writing to the contrary. The Landlord 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** below and submitted in the manner and by the date and time stated in **Clause 14**; and that **PART II ('TENDER TERMS & CONDITIONS')** shall be complied with fully.



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9. All information supplied by the Landlord 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 proposals).
10. No employee or agent of the Landlord has the authority to vary or waive any part of the Tender Document, other than the Authorised Officer or a nominated officer who shall only do so in writing.
11. The Landlord reserve the right to disqualify any Tenderer who directly or indirectly canvasses any member, agent or officer of the Landlord concerning the award of the leasing arrangement.
12. The insertion of any conditions qualifying the Tender or any unauthorised alteration to any of the Tender Documents shall automatically affect the leasing arrangement and may cause the proposal 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 tender submission **DEADLINE** is as follows:-

ROPOSAL/TENDER SUBMISSION DEADLINE	
3:00 PM	WEDNESDAY 1ST JULY 2020

The Proposal/Tender Statement must be submitted in a sealed envelope, clearly marked **“HORSESHOE BAY BEACH HOUSE CAFÉ”** 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 Parks Department & statutory requirements and planning status. It is recommended that independent professional advice be sought before a proposal is submitted.



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16. The Tenderer must accept that if they fail to sign a lease agreement offered by the Landlord within 4 (four) weeks of the date on which it is offered, then the acceptance shall be treated as withdrawn unless otherwise agreed by the Landlord 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 Landlord 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 approval being received and an offer being accepted, and to complete the leasing arrangement and or appropriate agreements as shall be required.
19. The Landlord 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 shall be subject to contract.
21. The Tenders will be evaluated based on the stipulated requirements in this 'Invitation to Tender' pack/'Tender Particulars' and all relevant references associated with same; and also on the proven capability of the Tenderer to deliver the proposal made within a reasonable timeframe and to sustain it in line with the desired aspirations of the Landlord.
22. The Tenderer shall not discuss any aspect of the tender with the Press (being print, radio, social media or any other form of media)



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PART IV

CERTIFICATE OF CONFIRMATION OF NON-COLLUSION

NOTES FOR THE PROPOSER

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

The Certificate of Confirmation of Non-Collusion is a mandatory requirement from all proposers. Any proposal 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 (in the 'CONFIRMATION OF NON-COLLUSION') have been breached at any stage of the process, the proposer will be expelled from the process immediately. In the event that this is discovered after an award and agreements signed, legal action may be taken against the proposer and/or any party involved in the matter.

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



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CONFIRMATION OF NON-COLLUSION

I/We certify that this is a bona fide proposal, intended to be competitive and that I/We have not fixed or adjusted the rent or any information stated in the proposal made 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 proposals.

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 of rent or approximate amount or any information of my/our proposal (other than in confidence in order to obtain advice necessary for the preparation of the proposal or for insurance purposes); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from sending a proposal or as to the amount rent information of any proposal to be submitted; or
- (c) as under the Bribery Act 2016, Section 3, 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 for a lease.

Signed

(1) Status:

Name:

(2) Status:

Name:

for and on behalf of

.....

Date:



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PART V

HORSESHOE BAY BEACH HOUSE CAFÉ

LEASE HEADS OF TERMS

- **Landlord:** Government of Bermuda
- **Tenant:** [To be confirmed]
- **Planning / Environmental / Health Controls:** Tenant shall be required to secure all necessary permissions and consent for any works to the Property, use of the Property and services from the Property.
- **All Statutory Regulations:** Tenant shall comply with all regulations pertaining to works to the Property and use of it
- **Demise:** The entirety of the Property only; with the exception of the adjoining Washrooms. For identification purposes, the property subject to the lease is shown edged red on attached plan
- **Term of Lease:** The lease shall be for a period of **5 YEARS, COMMENCING 1 APRIL 2021**, subject to break and renewal options. The tenant shall have an option to renew on condition that the tenant served at least 12 months' prior notice to renew and the Landlord shall have the unilateral and absolute discretion to grant a renewal.
- **Break Option/Forfeiture:** Either party shall have the absolute discretion to break with a 6 months' notice period whenever the need arises. The Landlord shall have the absolute discretion to forfeit the lease on the occasion that the Tenant is in persistent breach of its obligations under the lease.
- **Use:** The property shall be used for the proposed and agreed use (retail/commercial re use as pertaining to a beach resort Café) and ancillary uses only; and for other purposes as shall be approved by the Landlord and as permissible by Law.
- **Rental:** As shall be proposed and agreed. The rent shall be payable monthly in advance from lease commencement date, unless otherwise agreed by the Landlord and Tenant.
- **Maintenance/Repairs:** Tenant shall have full responsibility of all internal areas, including fixtures and fittings and whole of all additions/improvements. The Landlord shall be responsible for the exterior, roof and structural repairs



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associated to the building, excluding additions/improvements.

- **Additions/Improvements:** For the proper use of the property for purposes related to the Permitted Use appropriate additions or improvements shall be permitted, subject to prior written consent of the Landlord and also subject to Planning and Parks Commission controls.
- **Insurance:** The Landlord shall procure appropriate insurance for the building (under the Government's block insurance policy) and shall reserve the right to recharge the apportioned annual premium to the Tenant. Any other insurance shall be the full responsibility of the Tenant.
- **Public Liability Insurance:** The Tenant shall be required to procure a Public Liability Insurance to a tune of 1 million minimum per claim or at a level as shall be deemed reasonable for any claim in connection to the use of the Property
- **Indemnity:** The Tenant shall indemnify Landlord of all costs, claims, losses, demands and charges pertaining to any works and use of the property.
- **Alienation:** Lessee shall not assign, underlet, share or part with possession of the property either in whole or part.
- **Opening Hours:** Opening hours to be negotiated
- **Fitting Out:** Tenant to be solely responsible for any fitting out works or improvements.
- **Legal Fees:** Each party shall be responsible for their own legal cost pertaining to the completion of all the lease agreement.
- **Environmental Friendly (eco-friendly) processes and aspirations:** The lease agreement shall include covenants to ensure measures can be taken to promote environmentally friendly processes and use, including food & beverage packaging services offered on the Property and same shall be actively promoted within the entire beach resort. This will be observed in collaboration with Department of Public Lands & Buildings, Department of Parks and the Department of Environment and Natural Resources (DENR).
- **Refuse/Trash Disposal:** It shall be the full responsibility of the Tenant to ensure trash generated as a result of the services from the Property/Café are properly disposed of to avoid littering.