



GOVERNMENT OF BERMUDA

INVITATION TO TENDER

WINDFALL COTTAGE 58 MIDDLE ROAD, WARWICK PARISH.



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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) Monthly in advance <input type="checkbox"/> Quarterly in advance <input type="checkbox"/> Annually in advance <input type="checkbox"/>
	In words:	



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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. 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 short Leasehold interest in Windfall Cottage, 58 Middle Road, Warwick.
2. 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.
3. 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.
4. Tenderers shall obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
5. 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.
6. 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.
7. The Tender Document is and shall remain the property of the Lessor.
8. 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.
9. The Tender Statements shall be fully completed and signed by the Tenderer in accordance with Clause 14 and submitted in the manner and by the date and time stated in Clause 15.
10. 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).
11. No employee or agent of the Lessor has the authority to vary or waive any part of the Tender Document.



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12. Any Tenderer who directly or indirectly canvasses any member, agent or officer of the Lessor concerning the award of the Contract will be disqualified.
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	WEDNESDAY 7TH SEPTEMBER 2022

The Proposal/Tender Statement must be submitted in sealed envelopes and dropped off **BY HAND** in the **TENDER BOX** at the reception of the **Ministry of Public Works, 3rd Floor, General Post Office Building, 56 Church Street, Hamilton, Bermuda HM12.**

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 a stipulated period from 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 authorities within Government as well as Legislative approval, were necessary.
18. The Lessor is not bound to accept the highest Tender or any Tender received and may at its own absolute discretion extend the closing date and time specified for the receipt of Tenders.



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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.



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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 HEADS OF TERMS

Demise	The property to be leased is all that building and land comprising 58 Middle Road, Warwick as shown edged red on a plan number 5510046611 attached to these particulars.
Term of Lease:	Ten (10) 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 Concessions:	As shall be proposed/offered and agreed.
Statutory Permissions:	Lessee shall be required to secure all necessary permissions and consents from the Departments of Planning, Environment and Health etc. for any works to the demise or use of it.
Statutory Regulations:	Lessee shall comply with all regulations pertaining to works to the unit and use of it
Insurance:	Lessee shall insure the demise to cover the building during any refurbishments and the term of the lease for the full reinstatement value as well as for business loss and public liability relevant to how the demise is used.
Maintenance/Repairs:	The Lessee will be responsible for internal and external repairs to the demise.
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.