GOVERNMENT OF BERMUDA

MINISTRY OF PUBLIC WORKS AND ENVIRONMENT

DEPARTMENT OF PUBLIC LANDS & BUILDINGS

ESTATES SECTION

INVITATION TO TENDER

VEGETABLE STALL, THE RAILWAY TRAIL, MULLET BAY ROAD, ST. GEORGE'S

CONTENTS

PART I	UNCONDITIONAL TENDER STATEMENT
PART II	TENDER CONDITIONS INSTRUCTIONS
PART III	FOR TENDERING
PART IV	CERTIFICATE OF NON-COLLUSION
PART V	DRAFT HEADS OF TERMS

GOVERNMENT OF BERMUDA

MINISTRY OF PUBLIC WORKS AND ENVIRONMENT

DEPARTMENT OF PUBLIC LANDS & BUILDINGS

PART I

UNCONDITIONAL TENDER STATEMENT

Name of Tenderer:	
Company No: (if company)	
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:		

Nature of Payment	**Sum**	**When payment due**
OFFER (Annual Rent) :	Figures $	Monthly or Annually in advance, Subject to agreement
	Words	
Details of Rental Concession		

GOVERNMENT OF BERMUDA

MINISTRY OF PUBLIC WORKS AND ENVIRONMENT

DEPARTMENT OF PUBLIC LANDS & BUILDINGS

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 a person other than the Estates Department 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 rental payments and tenant improvements in the property with no need for financing input from the Government

   c. The proposal should include:

      - Full details of proposed use for property
      - Full details of proposed tenant improvements
      - Full details of cost estimates for works
      - Proposed projected time of when property will become operational
      - Proposed rent per annum and any rental incentive required.

GOVERNMENT OF BERMUDA

MINISTRY OF PUBLIC WORKS AND ENVIRONMENT

DEPARTMENT OF PUBLIC LANDS & BUILDINGS

PART III
INSTRUCTIONS FOR TENDERING

1. The Government of Bermuda **("The Lessor")** invites Tender offers to be made unconditionally (where completion will not be dependent on any planning consent or any other matters) for the Leasehold interest in the site (Vegetable Stall, The Railway Trail, Mullet Bay Road, St. George's Parish, Bermuda) – together referred to as 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 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 or its Agent in this Tender Document or other information in written form from the Authorised Officer or his nominated representatives. The Lessor will not accept responsibility for any information supplied other than through 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).

10. No employee or agent of the Lessor has the authority to vary or waive any part of the Tender Document, other than the Authorised Officer or his nominated officer who shall only do so in writing.

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:-

TENDERING DEADLINE	
3:00 PM	**TUESDAY, 17TH NOVEMBER 2026**

Tender Statements must be submitted in the envelopes provided and shall be dropped off **BY HAND** in the tender box labelled **"Tender Box (Drop Off)"** at the Ministry of Public Works & Environment, 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 Tender Statements once submitted and accepted by the Lessor cannot be renegotiated. The amount offered will be assumed to have been submitted with the potential purchaser 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 within 4 (four) weeks of the date on which the Lessor accepts the offer, then the acceptance shall be treated as withdrawn unless otherwise agreed by the Lessor in writing.

17. All offers and subsequent negotiations are subject to contract. The acceptance of any offer will be subject to the approval of the appropriate Government Department as well as Legislative approval.

18. If the Lessor accepts an offer the successful Tenderer will be required to sign a contract for a lease within 4 (four) weeks of the relevant Government Department and Legislative approval being received and an offer being accepted, and to complete the leasing arrangement and or appropriate agreements 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 on the financial offer submitted to ensure an acceptable and deliverable transaction.

GOVERNMENT OF BERMUDA

MINISTRY OF PUBLIC WORKS AND ENVIRONMENT

DEPARTMENT OF PUBLIC LANDS & BUILDINGS

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, 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.

GOVERNMENT OF BERMUDA

MINISTRY OF PUBLIC WORKS AND ENVIRONMENT
DEPARTMENT OF PUBLIC LANDS & BUILDINGS

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 _____

GOVERNMENT OF BERMUDA

MINISTRY OF PUBLIC WORKS and ENVIRONMENT
DEPARTMENT OF PUBLIC LANDS & BUILDINGS

PART V

DRAFT LEASE HEADS OF TERMS

GENERAL CONDITIONS OF LEASE

The main Leasing terms and conditions are:

- **Planning & Building Control:** Lessor shall be required to secure all necessary permissions and consent for any works and use of the property
- **All Statutory Regulations:** Lessee shall comply with all regulations pertaining to works to the property and use of the use of it
- **Demise** : For identification purposes, the property subject to the lease is shown edged red on attached plan
- **Term of Lease:** For a maximum period of 5 years, subject to break option and renewal provisions, as shall be agreed
- **Use:** The property shall be used for the agreed use only; and for other purposes as shall be approved by the Landlord and as permissible by Law. It is part of the National Park Railway Trail and applicants should consider that their use will be expected to complement the Parks system.
- **Rental Proposal/Incentive:** As shall be proposed/offered and agreed.
- **Repairs/Maintenance:** The landlord will be responsible for the structural and major components of the building. The tenant will be responsible for repair and maintenance of all internal functions of the building which the tenant has control over.
- **Alterations:** In the course of the term of the lease, internal alterations shall be permitted, subject to prior written consent of the Lessor
- **Buildings Insurance:** The property shall be insured by the Landlord and the premium recharged to the Lessee, if the landlord wishes to.
- **Public Liability Insurance**: The Lessee shall be required to procure a Public Liability Insurance to a tune of 1 million per claim
- **Indemnity:** Lessee shall indemnify Landlord of all costs, claims, losses, demands and charges pertaining to the 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 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 contract agreements