



GOVERNMENT OF BERMUDA
MINISTRY OF PUBLIC WORKS

BOARD OF TRUSTEES OF THE GOLF COURSES

RFP PARTICULARS - LICENCE PROPOSAL

**RESTAURANT & BAR AT THE OCEAN VIEW GOLF COURSE CLUBHOUSE,
2 BARKERS HILL, DEVONSHIRE DV 05**



Unconditional proposals are invited

**PROPOSALS TO BE SUBMITTED TAKING INTO ACCOUNT THE ATTACHED
HEADS OF TERMS & CONDITIONS OR OFFER DETAILS
BY 3.00PM ON MONDAY 16TH SEPTEMBER, 2024**

BACKGROUND INFORMATION

THE OCEAN VIEW GOLF COURSE CLUBHOUSE RESTAURANT & BAR	
Location.	The premises is located at 2 Barkers Hill, Devonshire DV 05
Description.	<p>The restaurant is part of the Clubhouse of the Golf Course; and it comprises of internal and external areas (hall, bar, kitchen, outdoor terraces, Washrooms and storage spaces)</p> <p>The attached plan which is for identification purposes only shows the internal areas edged red.</p>



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Health Controls	Health related inquiries should be made with the respective authorities for necessary compliance to regulations relating to the use and proposals made for consideration.
Licence Agreement	The use of the restaurant will be under a licence agreement. The licence will be based on the proposed services to be provided by the prospective licensee at a fee to be proposed and agreed.
Costs	<p>The Licensee shall be fully responsible for any improvements and additional services required or proposed and approved that are considered necessary for the operation of the restaurant.</p> <p>Irrespective of the extent of improvements the prospective Licensee would propose to carry out and the level of fee to be paid, the licensee may be responsible for cost associated with the maintenance of such improvements.</p>
Submission of Proposals	<p>The proposal terms & conditions are set out as below under <u>PART I (Pages 4 - 6), PART II (Pages 7 - 8) and PART III (Page 9).</u></p> <p>It is recommended that prospective licensees read these carefully and where necessary take advice and also seek clarification before making an offer.</p> <p>All offers should be submitted on the enclosed offer form format in PART III, together with any additional relevant information by <u>3:00 PM ON MONDAY 16TH SEPTEMBER, 2024.</u></p> <p>Prospective licensees are to provide details of their proposed licence fee, services and their funding arrangements together with any other additional details or information they consider to be important or relevant in support of their proposal, to assist in the consideration of their proposal.</p>
Disclaimer	<p>The particulars as supplied by the Board of Trustees are set out as a general guidance in connection with proposals for the use of the operation of the restaurant under the intending licence arrangement. The Particulars do not constitute any part of an offer or contract. Details are provided without any responsibility or indemnity, and intending licensees or third parties should not rely on them as statements or representations as of contract, but as merely providing information for a guide. Proposers must satisfy themselves by inspection and necessary survey and may ask further questions on the particulars or other relevant information and suitability of the property for the proposed/intended restaurant use, based on the services they wish to provide.</p> <p>All relevant details in connection with the proposal must be verified before completion of any associated agreement.</p>



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	<p>No person in the employment of the Board of Trustees or Ministry of Public Works of the Government of Bermuda has any authority to make any representation or warranty whatsoever in relation to the property and this request for proposal.</p>									
<p>General Conditions Guidelines for Licence or Use</p>	<p>All proposals and any subsequent negotiations shall be subject to contract. The acceptance of any proposal will be subject to approval of the Board of Trustees. The main guidelines include:</p> <ol style="list-style-type: none"> 1. The premises is available for the provision of restaurant services in its current condition. 2. The facilities will include the hall, kitchen, bar, washrooms, storage areas and two outdoor terraces situated at the Golf Course Clubhouse; and these facilities will be shared with the owners of the Clubhouse/Board of Trustees. 3. The concession hours shall be agreed for the operation of the restaurant services, including the bar; and the premises will have to be kept open during agreed regular business daylight hours and at all other times at the discretion of the licensor/Board. 4. The prospective licensee will be responsible for any necessary improvement works to the premises, where such improvements are agreed and permitted. 5. A <u>FIVE YEAR LICENCE</u> will be offered to the prospective licensee based on the terms and conditions contained in the Heads of Terms enclosed under PART II. 6. The licence will be on an internal repairing terms for the shared areas. <p>The enclosed Heads of Terms under PART II will form the basis for the licence arrangement.</p>									
<p>Further Enquiries & Viewings</p>	<p>The premises will be open for viewing <u>BY ARRANGEMENT ONLY</u> with the stipulated officer.</p> <p>Prospective parties are required to make arrangements by contacting the stipulated officer by a call or an email for a viewing slot; and also for discussions on any queries relating to the RFP and all matters relating to the operation of the restaurant and bar.</p> <p>The contact details for further enquiries or discussions and viewing arrangements are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Name</td> <td style="width: 33%;">Ms. Thomasina Hassell</td> <td style="width: 33%;">Kofi Agyakwa-Duodu</td> </tr> <tr> <td>Email</td> <td>thassell@bermudagolf.bm</td> <td>Kagyakwa-duodu@gov.bm</td> </tr> <tr> <td>Mobile</td> <td>(441) 534-0055</td> <td>(441) 501-0452</td> </tr> </table>	Name	Ms. Thomasina Hassell	Kofi Agyakwa-Duodu	Email	thassell@bermudagolf.bm	Kagyakwa-duodu@gov.bm	Mobile	(441) 534-0055	(441) 501-0452
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PART I

TERMS & CONDITIONS OR INSTRUCTIONS FOR RFP SUBMISSION

1. The proposal shall be submitted in the format as required under Part III below, together with any additional information in support of the proposal.
2. The Board of Trustees of Golf Courses invites proposals to be made unconditionally for the use of the specified areas of the property under a licence agreement.
3. Proposers 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.
4. Proposers shall obtain for themselves at their own expense all information necessary for the preparation of their proposal.
5. If a proposer is in doubt as to the interpretation of any part of this RFP document the designated officers will endeavour to answer written enquiries prior to proposals being submitted.
6. Proposers should not rely on any information received other than that supplied in this RFP document or other information provided in discussions or in written form from the designated officers or nominated representatives. The Board and the designated officers will not accept responsibility for any information supplied other than as prescribed.
7. The RFP Document is and shall remain the property of the Board of Trustees.
8. Every proposal received shall be deemed to have been made subject to the RFP Document unless there is a prior express agreement in writing to the contrary. The Board or licensor retains the right to invite or permit variations or alterations to the terms of the licence arrangement prior to completion of a licence agreement.
9. The proposal shall be fully completed and signed by the proposer in accordance with **PART III** below and submitted in the manner and by the date and time stated in **Clause 14**; and that **PART I** shall be complied with fully.
10. All information supplied by the Board/licensor or designated offers in connection with this RFP will be regarded as confidential by the proposer (except that such information may be disclosed for the purposes of obtaining quotations necessary for the preparation of the proposals and as it may be deemed necessary).
11. No employee or agent of the Board/licensor has the authority to vary or waive any part of the RFP Document, other than the designated officers or a nominated officer who shall only do so in writing.



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12. The Board/licensor reserve the right to disqualify any proposer who directly or indirectly canvasses any member, agent or officer of the Board/licensor concerning the award of the licence arrangement.
13. The insertion of any conditions qualifying the RFP or any unauthorised alteration to any of the RFP Documents shall automatically affect the licence arrangement and may cause the proposal to be rejected.
14. **The RFP submission DEADLINE is as follows:**

ROPOSAL SUBMISSION DEADLINE	
3:00 PM	MONDAY 16 TH SEPTEMBER, 2024

The Proposal Statement must be submitted in a sealed envelope, clearly marked **“THE OCEAN VIEW GOLF COURSE CLUBHOUSE RESTAURANT”** 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 side of the Reception counter from the elevator on the third floor.**

15. The Proposal Statement once submitted and accepted by the Board/licensor cannot be altered. The Proposal will be assumed to have been submitted with the potential proposer having full knowledge of the RFP details, the property, its condition and all terms of operation. It is recommended that independent professional advice be sought before a proposal is submitted. Where necessary the designated officers may engage proposers for clarification or any additional information necessary and such arrangement shall be in writing.
16. The proposer or prospective licensee must accept that if they fail to sign a licence agreement offered by the licensor within the timeframe required when an offer of agreement is made, then any form of prior acceptance shall be treated as withdrawn unless otherwise agreed by the Board/licensor in writing.
17. All offers and subsequent necessary negotiations, where offered by the Board/licensor shall be subject to contract. The acceptance of any offer will be subject to final approval by the Board/licensor.
18. If the Board/licensor accepts an offer the successful proposer or prospective licensee may be required to sign a contract for a licence within a stipulated timeframe, and to complete the licence agreement as shall be required.
19. The Board/licensor may in exceptional circumstances, at its own absolute discretion extend the closing date and time specified for the receipt of proposals.
20. The Licensor is not bound to accept the highest proposal in any regard or any proposal received and all allowed negotiations shall be subject to contract.



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21. The proposals will be evaluated based on the stipulated requirements in this Particulars and all relevant references associated with same; and also on the proven capability of the proposer or prospective licensee to deliver the proposal made with the desired objectives of the Board/licensor.
22. The proposer or prospective licensee shall not discuss any aspect of their proposal with the Press (being print, radio, social media or any other form of media).

End of PART I



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PART II

LICENCE HEADS OF TERMS

- **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:** Licensee shall comply with all regulations pertaining to any approved works and use of the property for the restaurant and bar services.
- **Demise:** Shared areas and facilities, comprising of the hall, bar, kitchen, washrooms, storage spaces and two outdoor terraces situated at The Ocean View Golf Course Clubhouse, 2 Barkers Hill, and Devonshire DV 05. For identification purposes, the internal areas of the premises subject to the licence is shown edged red on attached plan. The two outdoor terraces adjoin the specified internal areas (bar & hall areas to the west and north respectively).
- **Period of Licence:** The licence shall be for a period of **FIVE (5) YEARS, COMMENCING 1 APRIL 2025**, subject to termination or renewal options. The licensee may have an option to renew on condition that the tenant served at least 12 months' prior notice to renew and the Board/licensor shall have the unilateral and absolute discretion to negotiate and grant a renewal.
- **Termination Option:** Either party shall have the absolute discretion to terminate with a 6 months' notice period whenever the need arises. The Board/licensor shall have the absolute discretion to terminate the licence on the occasion that the licensee is in persistent breach of its obligations under the licence agreement.
- **Use:** The premises shall be used for the proposed and agreed use - Restaurant & Bar and ancillary uses only; and for other purposes as shall be approved by the Board/licensor from time to time and as permissible by Law.
- **Licence Fee:** As shall be proposed and agreed. The fee shall be payable monthly in advance from licence commencement date, unless otherwise agreed by the Board/licensor and licensee.
- **Maintenance/Repairs:** Licensee shall have full responsibility of all internal areas, including fixtures and fittings and the whole of all additions/improvements. The Board/licensor shall be responsible for the exterior, roof and structural repairs associated to the property or building.
- **Additions/Improvements:** For the proper use of the premises for purposes related to the Permitted Use appropriate additions or improvements shall be permitted, subject to prior written consent of the Board/licensor and also subject



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to associated regulatory controls.

- **Insurance:** The Board/licensor shall procure appropriate insurance for the building and shall reserve the right to recharge an apportioned annual premium to the licensee. Any other insurance shall be the full responsibility of the licensee.
- **Public Liability Insurance:** The licensee 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 licensee shall indemnify the Board/licensor of all costs, claims, losses, demands and charges pertaining to any works and use of the property.
- **Alienation:** Licensee shall not have any right to assign the use, underlet, share or part with possession of the property either in whole or part.
- **Opening Hours:** Opening hours shall be negotiated and agreed as shall be appropriate for effective operation of the Clubhouse and the restaurant/bar services.
- **Fitting Out:** Tenant to be solely responsible for any fitting out works or improvements, as shall approved.
- **Legal Fees:** Each party shall be responsible for their own legal cost pertaining to the arrangements and completion of all the licence agreement.
- **Refuse/Trash Disposal:** It shall be the full responsibility of the licensee to ensure trash generated as a result of the operation of the restaurant/bar services are properly disposed of to avoid littering.

End of PART II



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PART III

PROPOSAL SUBMISSION DETAILS

The following details must be provided in the submission (A form in this format must be completed in addition to any other information provided on the subjects).

Property	The Ocean View Golf Course Clubhouse Restaurant & Bar, 2 Barkers Hill, Devonshire DV 05
Applicant	
Address	
Contact Number(s)	
Email address	
Café Services to be offered at the premises	
Proposed Licence Fee Per Month	
Availability or Proof of Funding	
Any other resources to support operation of the restaurant and bar	

End of PART III