

Notice for Proposals for Rental of Airport Restaurant & Bar Space

The Government of Montserrat is seeking proposals from persons who are desirous of operating the Restaurant and Bar within the terminal building at the John A. Osborne Airport under a lease agreement.

- i. All utilities; electricity, water and telephone, would be covered by the successful bidder.
- ii. Operating hours of the Bar and Restaurant must be at minimum 12 hours per day between the hours of 6am and 6pm.
- iii. The lease will be provided for a minimum of one (1) year, but a maximum of two (2) years, with the option of extension to be determined by the Government of Montserrat and the tenant.
- iv. The tenant is expected to furnish the facility with necessary furniture and appliances.

Proposals must include;

- Work experience highlighting knowledge and skills in operating a bar and/or restaurant.
- Proposed times of operation if in addition to the minimum times indicated.
- Proposed monthly rental payable. The highest bidder will be favourably considered.
- Availability of furniture and equipment to allow for commencement of operations by **25 November 2019**.
- An indication of length of lease desirable as guided by the minimum and maximum lease period indicated.
- Proposed menu for the Bar and Restaurant.

The Lease Agreement template attached as Annex II would be utilized to formalize the Lease awarded to the successful bidder.

Specification Details of the space as well as the available amenities are attached in Annex I.

To organize a visit to the facility, please contact the Airport Manager, Mr. Joseph Irish at 491 6218 or 496-1372, or by email Irishjl@gov.ms

Please address proposals to the Permanent Secretary, Ministry of Communications, Works & Labour, Brades, MSR1110, Montserrat.

Proposals are to be taken to the top floor of the Ministry of Communications Works & Labour building, where a receipt will be issued. This should be done on or before **Monday 18 November, no later than 2:00pm.**

Specification Details of Airport Bar & Restaurant Space

1. Kitchen – 76 s.f.
2. Indoor Service Area - 120 s.f.:
 - a. Back Bar – 20 s.f.
 - b. Indoor Seating Area – 52 s.f.
 - c. Counter top & shelving – 48 s.f. (plan area)
3. Outdoor Seating Area – 181 s.f.

Total Rentable Area = 377 s.f.

KITCHEN

Wall hung solid wood shelving painted white (length x height x depth) – (5'-7" x 2'-0" x 1'-0")

- a. w/ one (1) shelf (11'-2" linear feet of storage)

Solid wood frame base cabinetry painted white (length x height x depth) – (6'-7" x 2'-10" x 2'-0")

- b. w/ one (1) shelf (13'-2" linear feet of storage)
- c. laminate counter top
- d. double stainless steel sink (2'-9" x 1'-10")

Floors: 18" x 18" ceramic tiles (non-slip)

Walls: 8"x 12" ceramic wall tiles (glazed white) to 9'-6" A.F.Fl. with semi-gloss white paint on plastered block wall above tiles.

Ceiling: combination of Close Board/T111 and concrete slab: both painted white at varying heights.

*N.I.C – Not in Contract

Width dedicated to freezer (N.I.C) - 6'-0"

Width dedicated to industrial cooker (N.I.C) – 3'-8"

Exhaust: 19" dia. Extractor fan in exterior wall (included)

Electric water heater (powered by switch)

Power Outlets (Kitchen):

Freezer – One (1) 220V outlet

Four (4) 110V duplex outlets

Range - One (1) 110V GFCI duplex outlet

Other- One (1) 220V duplex outlet

One (1) 110V duplex outlet

INDOOR SERVICE AREA

Floors: 18" x 18" ceramic tiles (non-slip)

Walls: semi-gloss white paint on plastered block wall.

Ceiling: 2'x2' suspended acoustic ceiling tile.

Service counter (varnished solid wood) – 1'-6" (w) x 17'-0" (l)

Under Counter Display (varnished solid wood w/ glass) – 4'-0" (l) x 1'-4" (h) x 1'-3" (d)

Prep. Counter (solid wood frame w/laminated surface) – 1'-6" (w) x 5'-0" (l) w/ stainless steel bar sink (1'-3" x 1'-3")

Liquor Display (varnished solid wood) – 6'-8" (l) x 4'-6" (h) with:

a. four (4) shelves

b. Floor mounted storage - 6'-8" (l) x 1'-7" (h) x 1'-0" (d)

Power Outlets (Service Area):

Bar counter - One (1) 220V outlet

One (1) 110V duplex outlet

LEASE AGREEMENT

THIS LEASE made the **day of** BETWEEN: GOVERNMENT OF MONTSERRAT whose address for service is Ministry of Communications, Works and Labour, P. O. Box 344, Brades, Montserrat (hereinafter referred to as “the Landlord”) of the ONE PART andOF(hereinafter referred to as “the Tenant”) of the OTHER PART.

WITNESSETH AS FOLLOWS

1. The Landlord hereby leases to the Tenant the area of the John A. Osborne Airport Terminal Building which is designated for a Restaurant and Bar and that part of the Sidewalk area in front of the Restaurant and Bar which is located outside of Terminal Building (hereinafter referred to as “the demised premises”) measuring four Hundred and Sixty-Two square feet (462 sq.ft.) for a term of commencing on the; paying in advance by monthly instalments rental cost in the sum ofbeing rent payable to Ministry of Communications and Works Head Office and payable thereafter by the seventh day of each month.

2. The Tenant covenants with the Landlord as follows:

- (a) to pay the rental cost hereby reserved on the days and in the manner stated in Clause 1;
- (b) to pay a security deposit of at the commencement of the lease, which will only be returned to the Tenant once the premises are return to the Landlord in the same, good condition it was leased in;
- (c) at the expiration of the term to peaceably yield up to the Landlord the demised premises in good condition, fair, wear and tear expected;
- (d) to use the demised premises for the purpose of an Airport Restaurant and Bar;
- (e) to operate the Airport Restaurant and Bar, from 6:00 a.m. for a minimum of twelve (12) hours a day, seven days a week;
- (f) to obtain and keep current any licenses such as liquor license and or any certificates required by the Laws of Montserrat;
- (g) to pay the electricity bill, supplied to the demised premises;
- (h) to outfit the demised premises with furniture, appliances and other equipment necessary for operating the Airport Restaurant and Bar;

- (i) to keep the demised premises clean at all times and to dispose of all rubbish and garbage promptly;
- (j) to comply with all sanitary and public health requirements and or any notices that may be served upon the Tenant and to indemnify the Landlord for any fines and penalties for failure to comply with such notices or requirements;
- (k) to keep the interior of the demised premises, so far as the Landlord shall not be liable therefor, in good tenantable repair and conditions, fair, wear and tear excepted;
- (l) not to commit any acts of waste to the demised property and upon expiration of the term without causing damage to the demised premises, remove all of the Tenants appliances, furniture, and other equipment. Provided that should the Tenant have failed to observe this covenant within fourteen (14) days of the expiry of the term then the Landlord shall be permitted to remove and to dispose of all such appliances, furniture, and other equipment or other property without any liability to the Tenant for any damage caused in consequence thereto; and the Landlord shall be entitled to recover from the Tenant the costs of such removal and disposal;
- (m) to permit the Landlord and or its duly authorized servants or agents to enter the demised premises for the purpose of examining its condition at all reasonable hours in the daytime provided that, except in emergency, at least twenty-four (24) hours' notice is given;
- (n) to ensure that all employees of the Airport Restaurant and Bar are capable of complying with reasonable customer service and health standards;
- (o) not to make or permit any addition or modifications to the demised premises without first obtaining the written consent of the Permanent Secretary, Ministry of Communications, Works and Labour; and
- (p) to bear the cost of any addition or modifications to the demised premise undertaken by the Tenant, as approved by the Landlord in accordance with 2(n) above;
- (q) not to assign, sublet or otherwise part with possession of any part of the demised premises without the prior written consent of the Permanent Secretary, Ministry of Communications, Works and Labour.

3. The Landlord covenants with the Tenant as follows:

- (a) that the Tenant paying the rent hereby reserved and observing and performing the several covenants and stipulations herein contained shall peaceably hold and enjoy the premises throughout the term without any interruption by the Landlord or any person rightfully claiming under or in trust for it;

- (b) at all times during the said term and any renewal to execute and do all internal, external and structural repairs to the demised premises save for damage caused by any failure of the Tenant to observe the covenants set out in clause 2 herein; and
- (c) the Tenant shall have use of the reserved car park as marked on the attached plan for the purposes of loading and unloading stores or supplies.

4. (a) The Landlord may at or before the end of the term, at the cost of the Tenant, grant to the Tenant a new lease of the demised premises if –
- (i) not less than three (3) months before the end of the term the Tenant gives to the Permanent Secretary, Ministry of Communications, Works and Labour written notice that she wishes to take a new lease of the premises; and
 - (ii) when the new lease is granted there is no subsisting breach of any of the Tenant's obligations.

5. Either Party may determine the term hereby granted by giving to the other three (3) months previous written notice of such desire. The Tenant shall up to the time of such determination pay the rent due and each party shall perform and observe the covenants on its part hereinbefore reserved and contained. Immediately on the expiration of such notice the present demise and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenants.

6. In the event of the demised premises or any part thereof at any time during the term being damaged or destroyed by fire, explosion, hurricane, storm, volcanic activity, flood, inevitable accident, other irresistible force or natural disaster so as to be unfit for use then the rent hereby reserved or a fair proportion thereof, according to the nature and extent of the damage sustained shall be suspended until the demised premises shall be again be rendered fit for use. If Landlord believes a fair proportion due then this figure is to be agreed by the parties, however if there is no agreement between the parties the rent shall be determined by a Quantity Surveyor, or other professional, to be appointed by the agreement of both parties. Provided always that if the demised premises shall not be restored and reinstated and made ready for occupation within a period of four (4) weeks from the date of the happening of the event the Tenant shall be at liberty (without prejudice to her rights under any other provision of this lease) to give the Landlord notice in writing determining this lease and thereupon this Lease shall absolutely determine but without prejudice to any claim by either party against the other in respect of any antecedent breach of covenant or condition contained herein.

7. If the demised premises or any part of the building thereupon is damaged by fire or other causality resulting from any act or negligence of Tenant or any of the Tenant's agents employees or invitees, rent shall not be diminished or abated while such damages are under repair, and the Tenant shall be responsible for the costs of repair not covered by Insurance.

8. (a) The Landlord shall not be liable for death, injury, damage or loss, caused by or arising from fire, explosion, the escape or overflow of any liquids or substances or any other accident or thing occurring in, upon, or from the demised premises, or as a result of the Tenant's operations thereupon.

(b) The Landlord shall not be liable for death or injury or damage to property of the Tenant or of others located on the Demised Premises, nor for the loss of or damage to any property of the Tenant or of others by theft or otherwise from any cause whatsoever, save and except any injury or damage caused by the gross negligence of the Landlord or its servants or agents.

(c) The Tenant shall indemnify and save harmless the Landlord from and against any and all claims, demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted in respect of loss, damage or destruction of property or personal injuries, including death, and from and against any and all loss of, damage to or destruction of property and expenses and costs suffered or incurred by the Landlord by reason of the act, omission, use and occupation of the Demised Premises, negligence or misconduct of the Tenant and its assignees, and its and their servants, agents, employees, invitees and licensees, or anyone permitted to be upon the Demised Premises, or any of them, while in the course of exercising any right, license or privilege or doing anything which is required or permitted by reason of this Lease, except where caused by the negligence of the Landlord, or those for whom the Landlord is responsible in law.

9. Any notice under this lease shall be in writing and shall be duly served if sent by post in an appropriate registered letter addressed to the Tenant at the demised premises or served upon him or her either personally or by leaving it at the demised premises and any notice to the Landlord shall be addressed to The Permanent Secretary, Ministry of Communications and Works, Ministry of Communications, Works and Labour, P. O. Box 344, Brades, Montserrat.

10. This lease comes to an end if the Landlord forfeits the lease by re-entering any part of the demised premises, which it is entitled to do whenever the rent hereby reserved or any part thereof shall be unpaid for three (3) months after becoming payable.

Provided that the termination of this lease in such circumstances is without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's covenants herein contained.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first written above.

SIGNED, SEALED and DELIVERED)

for and on behalf of the Landlord)

by the **Permanent Secretary, MCW&L**

.....

before and in the presence of

.....

Public Officer

SIGNED and DELIVERED

by the Tenant

.....

before and in the

presence of

.....

Notary Public