



**St Helena  
Government**

**Invitation to Tender  
for  
Lease of former Canning Factory  
Ruperts Valley**

**Property Reference: RV111**

## **1. Introduction**

The site of the former Canning Factory in Ruperts Valley is strategically placed and presents a commercial opportunity for development to align with the future proposal for Ruperts and the wider economic goals for the Island.

The Property Department are inviting proposals for a full repairing and insuring (FRI) commercial lease of the former Canning Factory in Ruperts Valley on the terms and conditions outlined in this Invitation to Tender (ITT).

## **2. Particulars**

2.1 The seller is the St Helena Government (SHG), represented by the Property Department of Infrastructure, under the Treasury, Infrastructure and Sustainable Development Portfolio, whose offices for the purposes of this transaction is at Essex House, Jamestown.

2.2 The title to this Property is recorded in the St Helena Land Registry as parcel 111 in the Ruperts Valley Registration Section. The Property comprises 0.55 acres and includes a steel built structure formerly used as a Canning Factory, and is shown for the purposes of identification edged in *red* on the Plan in *appendix (1)*.

2.3 There are no registered easements. However rights of access will be granted over Crown land as shown *hatched green* on the Plan.

2.4 There are no registered covenants, however this Property is within an area of historical significance that being the burial grounds of liberated African's of the transatlantic slave trade. The Property is also within proximity of a National Conservation Area which could restrict or impose special conditions on development.

2.5 This Property is offered with vacant possession.

2.6 There are no known overriding interests.

## **3. Proposal Submission**

3.1 This Property is offered for a leasehold term of eight (8) years with the possible option to renew for a further eight (8) years, the terms of which will be subject to negotiation between the SHG and the preferred bidder. Options for offsite parking are proposed as identified on the Plan as Plots (2) and (3). The options for parking will not form part of this tender process but can be separately negotiated with the successful bidder.

3.2 There will be a rent review at the fourth (4) year anniversary of the lease commencement date which will be calculated in line with St Helena's Retail Price Index.

3.3 The lease is offered as FRI. The tenant will be responsible for effecting all repairs, upgrades or improvements as may be necessary or as required to fit the proposed use.

3.4 Tenderers are invited to submit a proposal for the best commercial offer. All submissions should include a business plan articulating the tenderers vision and a milestone delivery plan showing the business to be operational within a timeframe of 52 weeks from the date of the lease.

#### **4. Evaluation Criteria**

4.1 Tenders will be evaluated in accordance with this criteria for the most economical advantageous submission. It is the Tenderer's responsibility to ensure that submissions contain sufficient information to allow a complete evaluation.

4.2 The award Criteria is:

- (i) Technical/ Quality: 10%
- (ii) Price: 90%

4.3 The technical and quality evaluation criteria will be scored using values from 0-10, 0 being non-existent to 10 being outstanding. Each criteria will be weighted with the percentages given below:

- (i) Vision in line with the economic goals of St Helena's Economic Development Plan 2018-2028 (4%). See Annex A.
- (ii) Detailed business plan showing how the vision will be delivered over an eight year period, including financial projections and evidence for funding the proposal (4%).
- (iii) Milestone delivery plan showing the business operational within a period of 52 weeks (2%).

4.4 The price criteria will be scored as follows:

- (i) Price. This should be no less than £120,000 for the 8 year lease term i.e. £15,000 per year.
- (ii) The highest bidder will receive 10 points, the remaining bids will receive points pro rata against the highest bid.

## 5. Conditions

5.1 These Conditions apply to the leasehold sale of the Property and in submitting a Tender in accordance with these documents the Tenderer accepts and agrees to be bound by these Conditions.

5.2 The Property is offered “as seen” and whilst every care has been taken to ensure the accuracy of the information contained in this document, its appendices and annexes the SHG gives no guarantee, warranty or representation in respect of this information and the Tenderer is therefore required to make their own enquiries and investigations.

5.3 The Tenderer is responsible for making their own enquiries with the Planning department, the St Helena Land Registry, utility providers and other stakeholders that may be relevant to the sale as to the suitability of the Property for their intended use. The costs of such enquiries are the responsibility of the bidder and cannot be reclaimed from SHG by reduction of the tendered sum or otherwise.

5.4 The Tenderer should obtain permission from the Crown Estates Officer before conducting any investigations or site works at the Property to determine its suitability for the Tenderers intended use, prior to submitting their bid. The Tenderer should indemnify SHG and provide the Crown Estates Officer with details of their insurance policy. The Property must be reinstated following the site investigations to the reasonable satisfaction of the SHG.

5.5 The successful Tenderer is responsible for all costs in making the Property fit for their intended use, and must adhere to any instruction, condition or order given by the SHG or any statutory body in respect of the same. The Property shall be delivered to SHG at the end of the lease term in a “fully repaired” condition in keeping with the terms of a FRI lease.

5.6 The successful Tenderer will be required to pay a non-refundable deposit of 10 percent of the accepted price to SHG within 30 days of being advised that their bid is accepted. A Failure to pay the deposit within the 30 day period will entitle SHG to rescind any contractual relationship that may have arisen and SHG will be at liberty to deal in the Property as it sees fit.

5.7 The deposit will be retained and offset against the first years rent which will be paid in arrears at the one year anniversary of the date of the lease.

5.8 The deposit will be forfeited and para. 5.7 will not apply if the Property is not operational by the end of the 52 week period as detailed in the Tenderer’s business plan.

5.9 This tender process is guided by the provisions of SHG’s Financial Regulations 2019 and Procurement Regulations 2018.

5.10 Know your customer and due diligence requirements will be performed on

transactions of £10,000 and over.

## 6. Viewings

Viewings should be scheduled by prior appointment before the submission deadline with the Crown Estates Officer, Gina Henry on telephone (+290) 22270 or by email to [gina.henry@sainthelena.gov.sh](mailto:gina.henry@sainthelena.gov.sh). Viewings will take place during normal working hours 0830-1600, Mondays to Fridays.

## 7. Tendering Procedure

7.1 Tenders **must be** completed with the Proposal Submission attached to the Tender Submission Form provided in *appendix (2)* and must be delivered;

- (i) by hand to: the TENDER BOX located at the Reception of Essex House , Jamestown between the hours of 0830 – 1600 Mondays and Fridays (except on public holidays); or
- (ii) by email to: [tender.landsales@sainthelena.gov.sh](mailto:tender.landsales@sainthelena.gov.sh)

7.2 The closing date for tenders is **Friday 8<sup>th</sup> July 2022, 1200 hrs (GMT)**. Tenders received after this date and time will not be considered.

7.3 Tenders delivered by hand should be in a sealed envelope and marked as follows:

**“TENDER FOR RV111”**

7.4 The envelope should not include any name or marking that might indicate the Tenderer’s identity.

7.5 Tenders submitted by email should include the following in the subject line:

**“TENDER FOR RV111”**

7.6 Tenders must be submitted in accordance with these documents and should not include any information or statements that could be construed as rendering the tender equivocal or placing it on different footing from other tenders. SHG reserves the right to determine (without consulting the Tenderer) whether a tender is acceptable.

7.7 SHG may issue amendments to clarify or modify these documents. A copy of each amendment will be issued to all persons in receipt of the ITT. Any amendment will form part of these the ITT.

7.8 All tenders received will be evaluated in line with the Evaluation Criteria.

7.9 The canvassing of any public officer for the acceptance of any tender will disqualify the Tenderer by or on whose behalf the canvassing is carried out.

7.10 Tenderer's shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 as if such activity, practice or conduct had been carried out in the UK.

7.11 Tenderer's shall promptly report to the Head of Property any request or demand which if complied with would amount to a breach of the Bribery Act 2010.

7.12 A breach of clauses 7.9 – 7.11 will be deemed a material breach of the terms of this ITT and will entitle SHG to rescind any resulting agreement or contract with the Tenderer.

## **8. Point of Contact**

8.1 Questions in relation to the ITT must be directed to the Crown Estates Officer, Gina Henry at Essex House by telephone (+290) 22270 or by email to [gina.henry@sainthelena.gov.sh](mailto:gina.henry@sainthelena.gov.sh).

Appendix 1





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## TENDER SUBMISSION FORM

### A. TENDERER'S DETAILS

A1	Full name of the person/company/organisation submitting the Tender

A2	Details about the person/company/organisation named in A1			
<b>a</b>	Date of Incorporation			
<b>b</b>	Place of Incorporation			
<b>c</b>	Address			
<b>d</b>	Description of business activities			
<b>e</b>	Please select which of the following applies to your organisation:	1	a public limited company	<input type="checkbox"/>
		2	a limited company	<input type="checkbox"/>
		3	a sole trader	<input type="checkbox"/>
		4	a partnership	<input type="checkbox"/>
		5	a Limited Liability Partnership	<input type="checkbox"/>
		6	a consortium	<input type="checkbox"/>



		7	other	<input type="checkbox"/>
<b>f</b>	Website address			
<b>g</b>	Company Registration Number			

<b>A3</b>		<b>Please provide full contact details of a primary contact to whom future correspondence is to be sent in connection with this tender:</b>	
<b>GUIDE</b>	The person listed as the Primary Contact will be the person that receives any future communications regarding this Tender.		
	Primary Contact		
Name			
Position			
Address			
Telephone number			
Fax number			
E-mail address			

## **B PROPOSAL SUBMISSION**

*Please append your Proposal Submission to the Tender Submission Form ensuring that the ITT requirements are met.*

<b>B1</b>		<b>Quality</b>
<b>GUIDE</b>	<i>The response to this question is mandatory.</i> Please briefly refer here to the section(s) in your business plan that demonstrate how the quality element of the ITT will be met.	



## D UNDERTAKING

D1 Undertaking	
GUIDE	<i>The response to this question is mandatory.</i>
<p>On behalf of the Company/Organisation submitting this Tender I certify and declare;</p> <ol style="list-style-type: none"><li>1. That I/we have the authority to commit the Company/Organisation to the terms and conditions detailed in the Invitation to Tender and Tender Submission Form; and</li><li>2. That this tender is made in good faith; and</li><li>3. That I/we have not fixed or adjusted the amount of the tender in accordance with any agreement or arrangement with any other person; and</li><li>4. That I/we have no knowledge either of the sum quoted or of any other particulars of any other tender for this lease; and</li><li>5. That no member of staff or other person acting on behalf of the Company/Organisation submitting this tender has communicated, or will communicate, with any Elected Member, Officer or employee of SHG (except the person stated in this ITT) with regard to the application of the Company's tender; and</li><li>6. That the information provided in this Tender Submission Form is accurate; and</li><li>7. I/we have not, and I/we undertake that I/we will not, before the award of any contract for the work:<ol style="list-style-type: none"><li>a. Disclose the tender price or any other figures or other information in connection with the tender to any other party (including any other company or part of a company forming part of a group of companies of which I am/we are a part of).</li><li>b. Enter into any agreement or arrangement with any person that they shall refrain from tendering, that they shall withdraw any tender once offered, or that they shall vary the amount of any tender to be submitted.</li><li>c. Otherwise collude with any person with the intent of preventing or restricting full competition.</li><li>d. Pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done any act or thing of the sort described above in relation to this tender.</li></ol></li></ol> <p>I/we acknowledge that any breach of the foregoing provisions shall lead automatically to this tender being disqualified, or entitle SHG to rescind any contractual relations or arrangements that may have arisen as a result, and may lead to myself and/or the</p>	

Company/Organisation I represent being automatically de-selected from future contract opportunities and depending on the seriousness of the breach to possible criminal or civil proceedings.

I/we also understand that it is an offence, to give or offer any gifts or consideration whatsoever as an inducement or reward in connection with this Tender to any Elected Member, Officer or employee of SHG.

<i>Signed for and on behalf of the Company/Organisation</i> <b>SIGNATURE</b>	
<b>PRINT</b> <i>Name of person signing on behalf of the Company</i>	
<b>PRINT</b> <i>Position/status in the Company</i>	
<b>PRINT</b> <i>Company's name and address</i>	
Date	

## Annex A

<https://www.sainthelena.gov.sh/wp-content/uploads/2022/03/Sustainable-Economic-Plan.pdf>

<b>1. Increase Exports</b>	Selling goods made, grown or caught in St Helena to markets abroad and people from abroad increases the amount of money entering St Helena, which can help raise standards of living.
<b>2. Substitute Imports</b>	Buying and consuming goods and services made, grown or caught in St Helena rather than buying and consuming imported goods and services reduces the amount of money leaving St Helena.
<b>3. Attract Visitors and Increase Tourism</b>	Encouraging the provision of tourist infrastructure required for a variety of visitor needs from hotels, restaurants and attractions serviced by a skilled and customer focused workforce.
<b>4. Mitigate impacts of inflation on the lowest income groups</b>	Avoiding reduction in purchasing power by the lowest income groups by regularly reviewing the Minimum Wage and Social Protection benefits.
<b>5. Improve Land Productivity</b>	Making use of derelict or underused brownfield land and changing use of existing property to provide space for businesses to thrive. Supporting businesses to make the most productive use of land.
<b>6. Sustain and improve our Natural Capital</b>	Maintaining and enhancing St Helena's exceptional environment, landscape, heritage and cultural qualities for this generation and the next.
<b>7. Improve Infrastructure</b>	Using tax revenue and other funding streams for investments to improve health, education, water, electricity, transport, risk management and other infrastructure.
<b>8. Develop, Maintain and Attract a Skilled Workforce</b>	Ensuring that local people develop skills which will contribute to the growth of St Helena's economy. Providing the wages and incentives for St Helenians to come back to St Helena and stay on St Helena. Supporting inward migration particularly in sectors where there are skills or labour shortages.
<b>9. Develop the Digital Economy</b>	Open up St Helena to new economic markets by investing in broadband services and infrastructure, work towards delivering a fibre optic cable for the island.
<b>10. Reduce Leakage of Income</b>	Provide investment opportunities for people living on St Helena to buy into, as an alternative to investing abroad. Ensure some of the returns on overseas investment is kept within St Helena.