

CONDITIONS OF TENDER FOR THE SALE & REFURBISHMENT
OF THE OLD MARRIED QUARTERS,
4 CASTLE ROAD, GIBRALTAR

1. The site comprises an area of land commonly known as the Old Married Quarters, 4 Castle Road, Gibraltar (“the Property”) and as more particularly delineated in red, for identification purposes only, on the plan included within the tender documents.
2. The Property is being offered for sale and refurbishment with vacant possession in its entirety and which consists of 10 individual apartments. It is not possible to purchase parts only of the Property.
3. Her Majesty’s Government of Gibraltar (“HMGOG”) may also consider any other uses for the Property which applicants may propose and compatible with the area and subject to the conditions contained herein.
4. The extent of expenditure required to refurbish the Property will obviously be reflected in the purchase price that HMGOG expects to obtain from the sale.
5. The successful tenderer(s) must within 3 months of the allocation to them of the Property present to HMGOG a scheme (the “Scheme”) for the repair, refurbishment and decoration of the Property (or any other compatible use) over a maximum period of 2 years. The Scheme will require approval by HMGOG, Building Control and the Department & Planning Commission and must contain a programme of works for the execution of the Scheme, such execution to commence within 6 months.
6. The Property is sold with vacant possession and works can start immediately after the award of tender and once all the relevant permits and documentation are in place.
7. There are numerous properties in the immediate vicinity to the Property and the issue of minimising disturbance and protection of these properties has to be factored into the proposals at an early stage.
8. Access to the Property is restrictive and tenderers are requested to include a detailed access proposal to facilitate the Scheme for the Property. Liaison with the Ministry for Infrastructure and Transport will be required.
9. There are sewers, drains, potable and salt water pipes, and electricity cables, wires and ducts within and bounding the Property, which need to be protected throughout the construction/refurbishment. The cost of connection and bringing services to the site shall be met by the successful tenderer(s) who shall have been deemed to have made all necessary investigations and consulted the respective providers of utility services and costings in submitting the tender application.
10. An asbestos survey has not been carried out but asbestos-containing materials may be present in elements of the Property. The successful tenderer(s) will be fully responsible for obtaining an Asbestos Survey and for undertaking any remedial or removal works as part of the refurbishment of the Property. This must be taken into account when any

renovation works are carried out, and the necessary precautions and measures will have to be taken if you intend to remove or disturb these materials. It will be the responsibility of the successful tenderer(s) to ensure that the asbestos-containing materials within the Property are properly and safely disposed of.

11. Tenderers shall include in their tender application the consideration/purchase price (which sum shall be paid in the manner specified in the “Form of Tender”) they will pay to the HMGOG if their tenders are accepted, to entitle them to have licence and authority to enter the Property for the purposes of refurbishment. Tenderers must ensure that they include full contact details as requested in the Form of Tender. HMGOG reserves the right to reject a tender which fails to include any requested details.
12. The tenderers shall specify the estimated cost of the proposed refurbishment.
13. The tenderers shall submit with their tender application their proposal for the use of the Property together with plans and a schedule specifying the programme of works with dates for commencement and completion of each stage of refurbishment.
14. The tenderers shall be deemed to have visited the Property and carried out all necessary surveys, investigations and inspections (including Town Planning and Heritage) and have collected all information required for tendering purposes.
15. The successful tenderer(s) shall obtain the necessary Planning and Building Control Permits prior to undertaking any works to the property.
16. The successful tenderer(s) shall implement all necessary Heritage requirements associated with the refurbishment and/or redevelopment of the Property.
17. The Ministry for Heritage has provided an outline of the key elements to have consideration to when making the tender application, and which are set out below;
 - i. As an absolute minimum, the successful tenderer(s) will be required to re-point and refurbish the historic retaining walls which form the boundary to the property and the cost of this work is to be paid by the successful tenderer(s) and under the Ministry’s supervision.
 - ii. No works to the historic retaining walls can be done without a Heritage Licence.
 - iii. The final boundary area for the Property will be identified to be up to one-meter of the historic retaining walls thereby leaving a one-meter gap between the Property boundary and the historic retaining walls.
 - iv. There is a great likelihood that there is archaeological interest in the site. Should partial demolition or an entire demolition of the existing buildings take place, then any ground works may require archaeological supervision.
 - v. The Ministry for Heritage has not had sufficient time to undertake a desktop or site survey at this stage. They are therefore not able to provide a full heritage impact at this time; the extent of which is dependant on whether the existing buildings are to be refurbished or demolished.

18. The successful tenderer(s) shall obtain all other licences, consents, permits and approvals necessary to undertake all the works required to complete the refurbishment of the Property.
19. The successful tenderer(s) shall be considered to have become familiar with all laws and regulations that may affect their activities on the Property.
20. The successful tenderer(s) shall be either:-
 - (a) Registered Gibraltarians;
 - (b) British Subjects;
 - (c) National/s of a Member State of the European Economic Area who have valid residence permits issued under Immigration Control Act; or who have the right of establishment in Gibraltar and who have exercised or intend to exercise that right;
 - (d) A company registered in Gibraltar, United Kingdom or a Member State of the European Economic Area. Where the tenderer is a company, the directors and ultimate beneficial owners must satisfy the eligibility criteria set out above.
21. The tenderers shall, whether or not they shall have inspected the Property prior to acceptance of the tender, be deemed to tender with full knowledge of the actual state and condition of the Property in all respects including the position of all boundaries and the state of the same and no irregularity or discrepancy in relation thereto shall invalidate the sale or be made the subject of a claim for compensation.
22. The information provided in the tender documents is not guaranteed with respect to accuracy, currency, exhaustiveness or completeness, and HMGOG accepts no responsibility for the information or interpretations placed on the information by tenderers. Tenderers should submit their tenders based on their own investigations and determinations.
23. HMGOG shall not be responsible nor pay any expense or loss which may be incurred by tenderers in the preparation of their tenders.
24. The tenderer shall provide contemporaneously with the submission of his tender, information satisfactory to HM Government of Gibraltar of their financial capability to carry out and complete the Scheme in conformity with these conditions and to pay the tender sum.
25. The successful tenderer shall contemporaneously with the execution of the **Development Licence Agreement** furnish the Government with the full value of the capital payment/premium.
26. On completion of the development to the satisfaction of HM Government of Gibraltar, the Government will grant a full repairing and insuring lease of 150 years.
27. The further conditions of tender are contained in the provisions of the standard lease to be issued, which provisions shall be deemed to be incorporated in these Conditions of Tender.

28. The successful tenderer(s) will be required to give consent to the Royal Gibraltar Police (RGP) to release details of any convictions, if the RGP are requested to do so by the HMGOG or any authorised company or agency.
29. HMGOG does not bind itself to accept the highest or any tender and may accept any tender in part.
30. Tenders marked “**TENDER FOR THE SALE & REFURBISHMENT OF THE OLD MARRIED QUARTERS, 4 CASTLE ROAD**” should be submitted in a sealed envelope and placed in the Tender Box situated at Land Property Services Limited, 50 Town Range, Gibraltar **NO LATER THAN NOON ON FRIDAY 2nd JULY 2021.**

**TENDERS RECEIVED AFTER THE CLOSING TIME
AND DATE WILL NOT BE CONSIDERED**