

**CONDITIONS OF TENDER FOR THE SALE OF NAPIER
HOUSE, 1 ST CHRISTOPHER'S ALLEY, GIBRALTAR**

1. Napier House, 1 St Christopher's Alley, Gibraltar ("the Property") is being offered for sale to any individual(s) prepared to invest time and resources in refurbishing or redeveloping the Property.
2. It will not be possible to purchase parts only of the Property. Her Majesty's Government of Gibraltar ("HMGOG") may also consider any other uses for the Property which applicants may propose.
3. The extent of expenditure required to refurbish or redevelop the Property will obviously be reflected in the purchase price that HMGOG expects to obtain from the sale.
4. The successful tenderer(s) must within 3 months of the allocation to them of the Property present to HMGOG a scheme set over a maximum period of 1 year from the date of the tender award. This scheme, which will require approval by HMGOG, must contain a programme of works for the execution of the scheme, such execution to commence within 6 months from the date of completion.
5. The Property is completely vacant and works can start immediately after the award of tender and once all the relevant permits and documentation are in place.
6. Within the initial 3 months following the award of tender and once HMGOG has approved the scheme, the successful tenderer(s) will be granted a standard full repairing and insuring lease of 150 years. The specific terms and conditions of the lease will be dependant on the proposed use of the Property.
7. If the Property is sold within the first year from the date of completion of the lease, the lessee shall pay the lessor 50% of the total profits; 30% of the profits if sold in the second year, and; 15% of the profits if sold in the third year.
8. 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.
9. There are a number of occupied properties adjoining the Property, and the issue of minimising disturbance and protection of these properties has to be factored in to the proposals at an early stage.
10. 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.

11. 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 works to the Property. This must be taken into account when any 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 disposed of.
12. 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”) which they will pay to HMGOG if their tenders are accepted, to entitle them to have authority to enter the Property for the purposes set out in the scheme. 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.
13. The tenderers shall specify the estimated cost of the proposed works.
14. The tenderers shall be deemed to have visited the Property and carried out all necessary surveys, investigations and inspections (including 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 successful tenderer(s) shall obtain all other licences, consents, permits and approvals necessary to undertake all the works required to the Property.
18. The successful tenderer(s) shall be considered to have become familiar with all laws and regulations that may affect their activities on the Property.
19. 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; or
 - (d) A company registered in Gibraltar 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.
20. 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.

21. 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.
22. HMGOG shall not be responsible nor pay any expense or loss which may be incurred by tenderers in the preparation of their tenders.
23. 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.
24. HMGOG does not bind itself to accept the highest or any tender and may accept any tender in part.
25. Tenders marked “**TENDER FOR THE SALE OF NAPIER HOUSE, 1 ST CHRISTOPHER’S ALLEY**” 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 17th APRIL 2020.**

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