

**CONDITIONS OF TENDER FOR THE SALE OF TWO
COMMERCIAL UNITS AT HASSAN CENTENARY TERRACES**

1. Commercial Unit A and Commercial Unit B at Hassan Centenary Terraces on Eastern Beach Road are being offered for sale by way of tender.
2. The units will be sold on the basis of a long term Underlease which shall run coterminous with the term of the Headlease of Hassan Centenary Terraces less seven days. The conversion of the two units into one is possible subject to Town Planning and Building Control approval.
3. The units are being offered for sale on an “as is” basis. The successful tenderer(s) will be have to meet any and all costs relating to the fitting out of the units and any works which may be required to the same.
4. The units are being sold with vacant possession in their entirety. It will not be possible to purchase parts only of any of the units. There is a shared lobby/entrance area which will be jointly owned by both units.
5. Tenderers are invited to apply for either unit individually or both jointly. This must be specified in the Tender Application Form.
6. Tenderers applying for both units individually will be required to submit individual application forms for each respective unit.
7. The units are available for commercial use but may not be used for any activity which in the opinion of HMGoG is likely to cause nuisance to the residential tenants above.
8. There are sewers, drains, potable and salt water pipes, and electricity cables, wires and ducts within and bounding the units, which need to be protected throughout the construction/refurbishment. The cost of connection and bringing services to the units 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.
9. The tenderers shall be deemed to have visited the units and carried out all necessary surveys, investigations and inspections and have collected all information required for tendering purposes. Access to the units is done so at the tenderers own risk. Tenderers should take the necessary Health and Safety precautions when visiting the site and carrying out any investigations.
10. Tenderers shall, whether or not they have inspected the site prior to acceptance of the tender, be deemed to tender with full knowledge of the actual state and condition of the units 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 tender or be made the subject of a claim for compensation.

11. The successful tenderer(s) shall obtain the necessary Planning and Building Control Permits prior to undertaking any works to the units.
12. The successful tenderer(s) shall obtain all other licences, consents, permits and approvals necessary to undertake any works required to the units.
13. The successful tenderer(s) shall be considered to have become familiar with all laws and regulations that may affect their activities on the units.
14. 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.
15. 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.
16. HMGoG shall not be responsible nor pay any expense or loss which may be incurred by tenderers in the preparation of their tenders.
17. The further conditions of tender are contained in the provisions of the Underlease to be issued, which provisions shall be deemed to be incorporated in these Conditions of Tender.
18. 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.
19. The successful tenderer(s) will be required to pay within 15 days of the award, 10% of the tender sum.
20. Completion of the sale and tender sum will be required to be effected no later than two months from the date of notification of the tender award, failing which HMGoG reserves the right to withdraw the award.

21. HMGoG does not bind itself to accept the highest or any tender and may accept any tender in part.
22. Tenders marked **“TENDER FOR THE SALE OF TWO COMMERCIAL UNITS AT HASSAN CENTENARY TERRACES”** should be submitted in a sealed envelope and placed in the Tender Box situated at the offices of Land Property Services Limited **NO LATER THAN NOON ON FRIDAY 8TH SEPTEMBER 2023.**

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