

FORM OF TENDER

To: The Gibraltar Government
No 6 Convent Place
Gibraltar

APPLICATION FOR A VAULT AT CHATHAM COUNTERGUARD

*I/We

of _____

hereby offer the premium as set out below for the grant of an agreement to Lease whilst we refurbish the unit and upon completion a 5 year commercial lease from the Government of Gibraltar, or one of its wholly owned Companies to entitle *me/us to enter Unit No ___ situated at Chatham Counterguard for the purpose of fitting out the unit and furnishing it for use as _____

_____ upon the terms and conditions contained in the Conditions of Tender and Draft Lease attached hereto. I attach details of the proposed business to be conducted in the premises.

If my application for the above unit is unsuccessful I agree that my bid be transferred to the following units in order of my/our preference, as follows:

UNIT NUMBER	SIZE	PREFERENCE	PREMIUM
3	62 m ²		
4	62 m ²		
9	62 m ²		
11	61 m ²		
12	60 m ²		
13	87m ² (Two connecting vaults of 57 m ² + 30 m ² each)		

2. In the event of this tender being accepted *I/We undertake to fit out and furnish the Unit within 3 months of acceptance of tender, at an estimated cost of: £ _____.

3. *I/We would finance the expenditure as follows:

and *I/We attach evidence of our financial resources and a Banker's reference in support of the foregoing statement.

4. *I/We understand that the covenants, conditions and provisions relating to this Tender are as set out in the Conditions of Tender and Draft Lease attached hereto.

5. *I/We understand that acceptance of this tender will be conditional on *my/our signing an Agreement for Lease, for the fitting out and furnishing the unit, within two weeks of being required to do so by Land Property Services Limited on behalf of the Government, which agreement shall contain the covenants, conditions and stipulations in the Draft Agreement

for Lease and Lease annexed hereto which form part of the said Conditions of Tender, and *I/We understand that if *I/We fail to do so any acceptance of this tender may be withdrawn and revoked by the Government of Gibraltar without prejudice to any other rights or remedies which it may have in respect of such failure.

6. *I/We understand that in the event of this tender being accepted *I/We shall not be entitled to assign or part with the whole or part of any interest following or arising from the said acceptance other than by way of mortgage or charge to a bank or financial institution and with the consent of the Government of Gibraltar.
7. *I/We confirm that *I/we have carried out all necessary investigations to ascertain that the proposed use shall comply strictly with the Conditions of Tender and with the standards, limitations and requirements of the Town Planning Act, Public Health Act and other enactments.
8. I/We understand that the Government's approval will be required to the quality and specification of the fitting out of the premises.
9. I/We *am/are:-
 - (i) British Subjects; or
 - (ii) National/s of a Member State of the European Economic Area who have valid residence permits issued under Part IX of the Immigration Control Act; or who have the right of establishment in Gibraltar and who have exercised or intend to exercise that right;
 - (iii) Companies incorporated under the provisions of the Companies Act of Gibraltar; or
 - (iv) Companies incorporated under the Laws of the member States of the European Economic Area and which have a right of

establishment in Gibraltar and have exercised that right.

10. I/We herewith attach detail specification plans illustrating the works and time schedule for fitting out and furnishing the Unit that *I/we propose to undertake if *my/our tender is accepted. *I/We understand that *I/We may be required to submit further plans and information.