SECTION 4 - THE TENDER PROCEDURE

1 The Tenderer must complete all details requested on the Form of Tender which will form part of the Contract and sign the Form of Tender and return it, **together with the Conditions of Sale and a complete set of the Tender Documents,** in an envelope which is marked Director of Finance and Commerce, Tenders, Central Mail Room, Lancashire County Council, PO Box 100, Preston, PR1 0LD before 10.00 a.m. on **Friday 9 May 2025 Tenders arriving after this time will not be considered.** The envelope must be properly sealed and not bear any name or mark indicating the identity of the sender.

2 (a) The Tenderer must also pay a deposit of 10% which must be cleared funds before 10.00 a.m. on **Friday 9 May 2025** into the Council`s account being:

National Westminster Bank Plc, 97 Fishergate, Preston PR1 2AE
Lancashire Council General Fund
Sort Code: 01-67-14
Account Number. 05900824

(b) The Tenderer must also provide the Council with a copy of the payment advice from their bank showing the account number, sort code and name of the originating account.

3 The Tenderer must also provide the Council with relevant identification documentation (in the form attached) completed and **verified** ID1 form if the Tenderer is an individual and a completed and **verified** ID2 form if a corporate body. The Council may request additional information and this must be provided before 10.00 a.m. on **Friday 9 May 2025.** (**The ID forms must be completed properly and verified by a conveyancer or solicitor for the tender to be valid**).

4 The Council does not undertake to accept the highest, or any Tender, and only Tenders of a specific amount will be entertained and the Council shall not be liable for the Tenderer's costs in submitting a Tender. Acceptance of a Tender is also subject to the Council's internal approval being obtained first.

5 The Successful Tenderer shall not be entitled to require the Council to convey, transfer or assign the Property or any part thereof to any sub-purchaser.

6 The Director of Law and Governance will inform the Successful Tenderer of the Council's decision to accept his tender by a letter sent by first class ordinary post addressed to the address given in the Form of Tender.

(a) The letter of acceptance shall enclose a certified copy of the Form of Tender, the Conditions of Sale and a complete set of the Tender Documents to evidence the Contract, and the date of the Contract shall be the date of dispatch of the letter of acceptance and the signature on the Form of Tender on behalf of the Council shall constitute its signature to the whole of the Contract and the signature on the Form of Tender of the Successful Tenderer or his authorised signatory or agent on his behalf shall constitute his or their signature to the whole of the Contract.

(b) The Council will notify those parties whose tenders are not accepted by letter sent by ordinary post and posted on the date of the Contract (but the Council will not be liable for any omission to do so) and any deposit paid will be returned therewith at the risk of the unsuccessful parties and no interest will be paid on any cheque or bankers draft which may have been presented or the proceeds of it.

7 Acceptance of the Successful Tender shall not waive (unless the Council expressly in writing, elects to do so) any outstanding requirements of or failure to comply with the requirements of the Conditions of Tender and Conditions of Sale by the Successful Tenderer and the Successful Tenderer shall remain liable to comply with them.

8 The purchase shall be completed at the office of the Director of Law and Governance in accordance with the Contract.

9 This Contract (when completed) shall form the entire Contract between the Council and the Successful Tenderer to the exclusion of any antecedent statements or representations, oral, written or implied or whether contained in any advertisement particulars or other matter issued or any correspondence entered into by the Council or its servants or agents and the Successful Tenderer hereby acknowledges that (should a Contract be entered into with the County Council) he/she/they/it has/have not entered into this Contract in reliance upon any statement or representation except the written replies (if any) made by the Council to enquiries from the Successful Tenderer's solicitors prior to the date of such contract.

10 In addition to the sum offered by the Successful Tenderer, the Successful Tenderer shall pay on completion of the purchase the professional fees of the Council incurred in respect of the Legal and Estates Surveyors costs, such costs being 1% of the tender price in respect of Solicitor's costs and 1% of the tender price in respect of Surveyor's costs together with £70.00 in respect of the Local Search provided to the Successful Tenderer by the Council

Tenderers are reminded that it is their responsibility to ensure that the tender envelope is returned duly sealed and containing this Form of Tender to the name and address given in point 1 so as to be received by the time and date herein specified and are further reminded that consideration will NOT be given to tenders which:

- **have not been completed correctly**
- **are not received by the said time and date**
- **are expressed to be subject to variations of the Contract**
- **seek to impose additional conditions**
- **full details are not completed on the Form of Tender**
- **incomplete ID forms**
- **unauthorised amendments**