INSTRUCTIONS TO TENDERERS

A fully completed Form of Tender and Anti Collusion Certificate must be submitted along with full details of your proposal by email to **PSTenderBox1@tendringdc.gov.uk** by **4pm** on **Friday 8th January 2027.** Please see the terms and conditions below.

In addition to the form of tender, tenderers are required to submit in the same submission a proposal identifying the details of the proposed use for the property. Tenderers are also invited to include any changes in the draft terms or lease that they want considered and any further information that can be assessed and evaluated to assist with the consideration of any non-financial benefits that are proposed by the tenderer.

Terms and Conditions

1. Canvassing directly or indirectly will disqualify the tenderer.

2. The sale shall be in accordance with the Council's duty under Section 123 of the Local Government Act 1972 to secure the best consideration reasonably obtainable. This normally means the highest price, unless stated otherwise. However, the Council may elect to use its discretionary powers to grant a tenancy at lower rent if this can be fully justified as contributing to the economic, social or environmental well being of the area. If this power is used the proposed benefits will have to be legally secured by covenant or other means in the lease.

3. The property includes all the area shown edged red on the plan available on the website, which incorporates the building, pitch and surrounding area within the perimeter fence. Other colouring on the plan as follows:

- There is shared use of the parking area outside the facility, coloured blue on the plan;
- A right of access over the roadway, coloured brown on the plan;
- An access gate shown green on the plan providing authorised and emergency vehicular access;
- A right of access to the mast over the pathway hatched purple is reserved

4. Tenderers will be given details of any mathematical errors that may be found, but not of the placing of the tender with regard to other tenders or of the effect of any correction, and afforded the opportunity of confirming, amending or withdrawing their offer. However, the Council offers no warranty that tenders will be checked, or that any checking will accurately detect errors in any tender.

5. The Council accepts no responsibility for any expense the tenderer may incur in preparing their tender. The Council are not bound to accept the highest or any tender submitted.

6. Where any doubt or obscurity as to the meaning of any item in the details or instructions occurs the tenderer is to seek immediate clarification and

confirmation in writing from the Council before sending in their tender in order that such doubt or obscurity may be removed. Where appropriate the Council will provide written clarification on any questions raised by individual prospective tenderers and where appropriate, these will be placed on our website. Tenderers are advised to check the website for any updates or clarifications before submitting their tender.

For generic information about the tender or the process, please contact the Property Team on: PropertyServices@tendringdc.gov.uk

7. The tenderer is advised to prepare the tender having regard to all details whether or not set out in this document or in any other documents or correspondence issued by Tendring District Council. Whilst every care has been taken in the preparation of details these are offered without warranty, representation or guarantee on the part of the Council as to their accuracy or completeness. Tenderers should ensure that they satisfy themselves with regard to any information required.

8. The tender figure is to be exclusive of VAT. **NB:** It is not the intention of the Council at this time to charge VAT on the rent.

9. Deadline for receipt of your submission is **4pm** on **Friday 8th January 2027** and must be sent to the locked email address PSTenderBox1@tendringdc.gov.uk. Submissions will only be accepted by this method and before the deadline.

10. As the above email address will remain locked until after the above deadline please direct any clarification questions or queries to PropertyServices@tendringdc.gov.uk

11. Additional copies **MUST NOT** be submitted in hard copy to any other recipient or member of the Council, or email copied or forwarded to additional email recipients. This is likely to disqualify your submission and could nullify the tender exercise.

12. There is a receipt limit of 20 megabytes per email on the Council email system. We do not accept files from download sites. For large files you may like to send zip files up to the 20 megabytes per email. (We have a large file rejection automated notice set up.)

13. An automated delivery receipt is set up on our secure email accounts. If you do not receive this response from the Property Services Team it is likely that your submission has failed to reach our server so please resend and failing that, before the deadline, contact PropertyServices@tendringdc.gov.uk.

14. Allow enough time before the deadline for any delays or errors reaching our server or rejection for oversize etc.

15. The onus is on you, the responder, to ensure that emails are received by us before the deadline.

16. The Council does not bind itself to accept the lowest or any quotation/tender.

17. Your bid will only be accepted if the Form of Tender and Anti-Collusion Documents are completed and returned with your submission.