

**INVITATION TO TENDER**

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**PART I-A**

**UNCONDITIONAL**

**TENDER STATEMENT**

<b>Name of Tenderer:</b>	
<b>Company No:</b> (if limited company)	
<b>Address for Correspondence:</b>	
<b>Company's Registered Address:</b> (if different from above)	

<b>Details:</b>	<b>Tenderer</b>	<b>Principle point of contact</b> (if different from Tenderer)
<b>Telephone number:</b>		
<b>Facsimile number:</b>		
<b>E-mail address:</b>		
<b>Tenderer's Signature:</b> (see Section III, pt. 13)		
<b>Date:</b>		

<b>Nature of Payment</b>	<b>When payment due</b>	<b>Sum</b>	
		Figures	£
<b>OFFER:</b>	A <b>non-refundable</b> deposit of 10% of the agreed offer is payable upon exchange of contracts. The balance is payable upon completion.	Figures	£
		Words	
<b>Legal Costs</b> (1% of offer figure subject to minimum of £3000):	Payment liability becomes due on exchange of contracts.	Figures	£
		Words	
<b>Surveyors Fees</b> (1% of offer figure):	Payment liability becomes due on exchange of contracts.	Figures	£
		Words	

**PART I-B**

**CONDITIONAL**  
**TENDER STATEMENT**

<b>Name of Tenderer:</b>	
<b>Company No:</b> (if limited company)	
<b>Address for Correspondence:</b>	
<b>Company's Registered Address:</b> (if different from above)	

<b>Details:</b>	<b>Tenderer</b>	<b>Principle point of contact</b> (if different from Tenderer)
<b>Telephone number:</b>		
<b>Facsimile number:</b>		
<b>E-mail address:</b>		
<b>Tenderer's Signature:</b> (see Section III, pt. 13)		
<b>Date:</b>		

<b>Nature of Payment</b>	<b>When payment due</b>	<b>Sum</b>	
		<b>Figures</b>	<b>£</b>
<b>OFFER:</b>	A refundable deposit of 10% of the agreed offer is payable upon exchange of contracts. The balance is payable upon completion.	<b>Figures</b>	<b>£</b>
		<b>Words</b>	
<b>Legal Costs</b> (1% of offer figure subject to a minimum of £3000):	Payment liability becomes due exchange of contracts.	<b>Figures</b>	<b>£</b>
		<b>Words</b>	
<b>Surveyors Fees:</b> (1% of offer figure)	Payment liability becomes due exchange of contracts.	<b>Figures</b>	<b>£</b>
		<b>Words</b>	

## **PART II**

### **TENDER CONDITIONS**

1. The Tenderer must submit their offer as a bona fide Tender that is not a fixed or adjusted amount in accordance with any agreement or arrangement with any other person.
2. The Tenderer shall not communicate to a person other than the Birmingham City Council or their Agent, the amount or approximate amount of the proposed Tender, except where necessary to obtain insurance premium quotations required for the preparation of the Tenders.
3. Tenderer to provide financial and company information when requested.
4. Tenderer to provide bank references when requested.
5. Tenderer to provide Solicitor's details when requested.
6. Tenderer to provide details of Surety for the development including Registered Office and Company No.

## PART III

### INSTRUCTIONS FOR TENDERING

1. Birmingham City Council (“**The Vendor**”) invites Tender offers to be made both conditionally (where planning consent is being obtained prior to completion of the purchase) and unconditionally (where completion will not be dependent on planning consent) for the freehold interest in the site of the .....
- 1.1 The Vendor would like each Tenderer to submit offers made on both a conditional and unconditional basis with the appropriate adjustment of the offer figure to take account of this.
- 1.2 If however any Tenderer wants, or is only able to submit one offer, either on a conditional or unconditional basis, they are open and welcome to do so. Only the appropriate offer form then needs to be fully completed and the other form should be marked ‘no offer to be submitted on this basis’ and returned in the same envelope with the completed offer form.
2. Tenderers are advised to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
3. Tenderers shall obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
4. If a Tenderer is in doubt as to the interpretation of any part of this Tender document the Vendor or its Agent will endeavour to answer written enquiries prior to Tenders being submitted.
5. Tenderers should not rely on any information received other than that supplied by the Vendor or its Agent in this Tender Document or other information in written form from the Authorised Officer or his nominated representatives. The Vendor will not accept responsibility for any information supplied.
6. The Tender Document is and shall remain the property of the Vendor.
7. Every Tender Statement received by the Vendor shall be deemed to have been made subject to the Tender Document unless the Vendor shall previously have expressly agreed in writing to the contrary. The Vendor retains the right to invite or permit variations or alterations to the terms of the sale.
8. The Tender Statements shall be fully completed and signed by the Tenderer in accordance with **Clause 13** and submitted in the manner and by the date and time stated in **Clause 14**.
9. All information supplied by the Vendor or its agent in connection with this invitation to tender will be regarded as confidential by the Tenderer (except that such information as is necessary may be disclosed for the purposes of obtaining quotations necessary for the preparation of the Tenders).

- 10. No employee or agent of the Vendor has the authority to vary or waive any part of the Tender Document, other than the Authorised Officer or his nominated officer who shall only do so in writing.
- 11. Any Tenderer who directly or indirectly canvasses any member, agent or officer of the Vendor concerning the award of the Contract will be disqualified.
- 12. The insertion of any conditions qualifying the Tender or any unauthorised alteration to any of the Tender Documents shall not automatically affect the sale and may cause the Tender to be rejected.
- 13. All documents requiring a signature shall be signed:-
  - a. where the Tenderer is an individual, by that individual.
  - b. where the Tenderer is a partnership, by two duly authorised partners.
  - c. where the Tenderer is a company by two directors or by a director and the secretary of the Company, such persons being duly authorised for that purpose.

14. The tendering timetable is as follows:-

<b>TENDERING TIMETABLE</b>	

Tender Statements must be delivered to Kathryn James, Assistant Director of Property, Birmingham Property Services, Economy Directorate, PO Box 16255, 10 Woodcock Street, Birmingham. B2 2WT.

- 15. If submitting a conditional offer, the Tenderer shall submit adequate drawings where relevant of the proposed development scheme (preferably to scale) showing the full site layout, plans and elevations.
- 16. All tender documents must be returned using the tender address label provided.
- 17. The Tender Statements once submitted and accepted by the Vendor cannot be renegotiated. The amount offered will be assumed to have been submitted with the potential purchaser having full knowledge of the land, its condition, statutory requirements and planning status. It is recommended that independent professional advice be sought before offers are submitted.
- 18. The Tenderer must accept that if they fail to exchange contracts within six weeks of the date on which the Vendor accepts the offer, then the acceptance shall be treated as withdrawn unless otherwise agreed by the Vendor in writing.
- 19. All offers and subsequent negotiations are subject to contract. The acceptance of any offer will be subject to the approval of the appropriate Council authority.
- 19.1. If the Vendor accepts a conditional offer the successful purchaser will be required to exchange contracts within six weeks of the offer being accepted and to submit an appropriate and valid planning application within a further 28 days. The purchaser

will immediately inform the Vendor of any issues raised by the Council as Planning Authority. Completion of the sale will take place within 28 days of Planning Consent becoming unchallengeable, subject to a longstop period of nine months from exchange.

- 19.2. If the Vendor accepts an unconditional offer the successful purchaser will be required to exchange contracts within six weeks of the offer being accepted and to complete the purchase 28 days later.
20. The Vendor may in exceptional circumstances at its own absolute discretion extend the closing date and time specified for the receipt of Tenders.
21. The Vendor is not bound to accept the highest Tender or any Tender received and all Tenders and negotiations are subject to contract.
22. The Tenders will be evaluated on the financial offer submitted to ensure an acceptable and deliverable transaction.