

Invitation To Tender
Eastern Colleges Group Bus Service
Home to College Transportation

1st September 2023 – 31st July 2026
With 2 x 12 month optional extensions

Section 1 Instructions to Tenderers

1. Introduction

- 1.1 The enclosed Invitation to Tender provides information for consideration with respect to the Eastern Colleges Group (College) Contract for the provision of student transportation services. The Contract is for 3 years with the possibility of an extension or extension totalling a further 24 months.
- 1.2 Kura is a technology and services company that enables transport for schools, corporates and operators to provide safer, greener, smarter travel for their pupils, employees and clients.
Kura are managing the tender exercise on behalf of the College. The contract will be direct between the successful operator(s) and the College.
- 1.3 Tenderers are required to answer all applicable questions and include all documentation requested. The Tender must be completed in English.
- 1.4 All information received in connection with this invitation to tender will be treated in the strictest confidence.
- 1.5 Tenders must be submitted in accordance with the following instructions. Any Tender not complying fully with any of the instructions in this document may be rejected by the College, whose decision in the matter shall be final.
- 1.6 In the event that the Contract is split into individual Lots, these instructions will apply to each Lot individually. Each Lot will be evaluated and awarded separately unless otherwise stated.

2. Tender Return & Validity

- 2.1. Tenders must be returned via email by **5th May 2023** which shall be the date fixed for submission of Tenders. Late responses will not be considered.
- 2.2. The Tender shall be submitted on the basis that the offer in it shall remain in force for a minimum of six months from the date fixed for the submission of Tenders.
- 2.3. In submitting the Tender, the Tenderer shall undertake that, in the event of the Tender being accepted by the College, within fourteen days of being called upon to do so by the College, the Tenderer will execute a formal Contract consisting of the Contract documentation and until such date as the Contract is executed this Tender, together with the formal written acceptance of it by the Principal or Authorised Officer on behalf of the College, will form a binding agreement between the College and the Tenderer.
- 2.4. Failure by the successful Tenderer to execute a formal Contract within the time specified above will render the Contract voidable at the option of the College at any time.

- 2.5. Tenders shall only be submitted on the basis that they are bona fide competitive Tenders. It is therefore agreed that the College shall have the power to cancel the Contract and to recover from the Tenderer the amount of any loss arising from the cancellation if either the Tenderer:
- a) shall have offered or given or agreed to give any officer or member of the College staff any gift or consideration of any kind as an inducement or bribe to influence its decision in the Tendering procedure. The word "Tenderer" for these purposes shall be deemed to include any and all persons employed by the Tenderer, or who are purporting to act on the Tenderer's behalf whether the Tenderer is aware of their acts or not, or
 - b) shall have communicated to any other person than the College the amount or approximate amount of the proposed Tender other than in confidence in order to obtain Tenders necessary for the preparation of the Tender, or for insurance purposes, or
 - c) shall have entered into any agreement or arrangement with any person as to the amount of any proposed Tender or that person shall refrain from quoting.
- 2.6. The College will exclude Tenderers at any time throughout the Tender process should any of the grounds for exclusion pursuant to Regulation 57 of the Public Contracts Regulations 2015 as amended be found to apply.

3. Site Visit

- 3.1 Kura reserves the right to conduct a site visit at the premises of the tenderer.

4. Acceptance of Tender

- 4.1 The College shall not be under any obligation to accept any Tender.
- 4.2 The College shall not be under any obligation to accept the lowest Tender.
- 4.3 The College reserves the right to cancel the entire or parts of the Tender, without such an action conferring any right to compensation on the Tenderers.
- 4.4 At no time should the Tenderer, prior to submitting or following the bid submission, communicate with any person within the College. Failure to abide by this ruling could disqualify the Tenderer's proposal from being considered. All communication should be conducted via email to Kura.
- 4.5 The College has no liability to settle any cost incurred by the Tenderer as a result of the Tendering procedure or a re-tendering procedure.

- 4.6 The Tender must be based upon the terms, conditions and specification(s) set out in these documents; otherwise it may be rejected as being unsuitable and non-compliant.
- 4.7 Tenderers will be notified of the outcome of their Tender submission at the earliest possible time.
- 4.8 No Tender will be deemed to have been accepted unless such acceptance has been notified to the Tenderer in writing.
- 4.9 If a Tender appears to be abnormally low in relation to the supplies, services, works or utilities to be provided, the College will request a clarification in writing and/or explanation concerning its elements. The College reserves the right to exclude a Tender, if after a verification process based on the explanations and evidence received it concludes that the Tenderer is unable to deliver the requirements at the abnormally low price.

5. Pricing

- 5.1 Prices shall be submitted in accordance with the Schedule of Prices
- 5.2 Unit rates and prices must be quoted in pounds' sterling. Tenders should be submitted exclusive of Value Added Tax (VAT).
- 5.3 If the College suspects that there has been an error in pricing of the Tender, the College reserves the right to seek clarification as it considers necessary from that Tenderer only.

6. Duration

- 6.1 The Tenderer shall be prepared to commence the service on **4th September 2023**, the commencement date referred to in the conditions of Contract documentation. The duration of the Contract will initially be for a period of three (3) years with the College reserving the option to extend for a further periods or periods totalling twenty-four (24) months.

7. Submission of Tenders

- 7.1 In completing the Tender documentation, the Tenderer shall ensure they have read the entire document and supporting materials.
- 7.2 Any further supporting information you wish to provide should be provided in separate sections or appendices.

8. Amendments to the Tender Documents

- 8.1 The College reserves the right to make changes of a minor drafting nature to the Contract documentation.
- 8.2 The College reserves the right to make changes to the award criteria stated in paragraph 16 below. Tenderers will be informed of any changes.

9. Queries Arising

- 9.1 Where Tenderers have any queries about the Tender documentation which may have a bearing on the offer to be made, these should be raised via email to Kura (tenders@ridekura.com) and in any case not later than **12 noon on 21st April 2023**. Where any such enquiry has been made, Kura will circulate to all Tenderers a copy of the enquiry and the written reply, although anonymity will be preserved.
- 9.2 Where Tenderers have any queries or concerns with any specific condition of the terms and conditions of the Contract, these should be raised via email to Kura (tenders@ridekura.com) and in any case not later than **12 noon on 21st April 2023**. Please ensure the specific condition(s) and proposed amendment(s) are provided. These will be reviewed by the College on a case by case basis, and, *if* accepted, revised terms and conditions will be issued to all Tenderers. Failure to accept the terms and conditions of the Contract may result in the Tender being rejected by the College.

10. Use of Tender Documents

- 10.1 Invitations to quote must be treated as private and confidential. Tenderers must not disclose that they have been invited to quote or release details of the Tender documents, other than on an "in confidence" basis to those who have a legitimate need to know, or to those professional advisers whom the Tenderer needs to consult for the purposes of preparing the Tender.
- 10.2 Any information given to the Tenderer by way of guide quantities and any plan, drawing or report in the attached appendices is only given as a guide. The Tenderer warrants that it has ascertained for itself the accuracy of the information. No claim against the College shall be allowed whether in Contract or in tort or under the Misrepresentation Act 1967 or otherwise on the ground of inaccuracy.
- 10.3 The copyright in this ITT is vested in Kura. The ITT may not be reproduced copied or stored in any medium without the prior written consent of Kura other than for use strictly for the purpose of preparing a response to this ITT.

11. Freedom of Information

- 11.1 Tenderers are requested to specify with reasons if any information contained in its Tender submission is confidential. The College will use reasonable endeavours to keep such information confidential but does not guarantee to do so if it is obliged to disclose such information pursuant to its duties under the Freedom of Information Act 2000.

12. Risk and Compliance

Tenderers must agree to the following safeguarding and compliance checks:

- 12.1 The Tenderer confirms that they hold a valid Operator's license to carry out the work set out within the schedules of this agreement
- 12.2 The Tenderer has a valid Fleet Insurance, and will be required to submit a copy of this to Kura in the event that they are awarded one or more lots
- 12.3 Where Tenderer's personnel may come into contact with children or vulnerable adults, or sensitive personal information in relation to them, the College will require the Tenderer's personnel to hold an Enhanced DBS clearance with Child Barred List check.
- 12.4 Enhanced DBS with Child Barred List check, must be no older than 3 years old at any time within the contract, unless they are on the DBS update service – evidence of which will be required to be seen.
- 12.5 The invitation to tender sets out whether such provision in respect of DBS clearance is required. If it is stated as being required, the Tenderer will ensure that all costs incurred by the Tenderer in respect of obtaining such DBS clearance for its relevant staff is included in its submitted price(s) in the Schedule of Prices. No additional claims for costs associated with compliance with the requirements of DBS clearance will be accepted by the College.

13. Insurance

- 13.1. The successful Tenderer shall provide insurance cover to indemnify the Client and issue copies of the policy to the Client. The successful Tenderer shall provide the following levels of insurance cover:

- a) Employers Liability Insurance £10M limit of indemnity
- b) Public/Product Liability Insurance £10M limit of indemnity

14. Award Criteria and Evaluation Methodology

The Contract will be awarded to the most economically advantageous Tender(s) applying the award criteria and evaluation methodology detailed below.

15 Non-Pricing

Other than in the case of scores for pricing, scores under each Award Criterion will be awarded on the following basis:

Assessment of Response	Scoring
Excellent: Meets all expectations / Demonstrates complete understanding of all the requirements of the specification / No reservations.	4
Good: Meets most expectations / Demonstrates good understanding of most of the requirements of the specification / No reservations.	3
Satisfactory: Meets some expectations / Response is standardised with no apparent understanding of the requirements of the specification / Minor reservations.	2
Poor: Does not meet expectations / Response is weak & does not adequately address the specification / Significant reservations.	1
Unacceptable: Response is missing / Response is very weak and does not address the specification / Major reservations.	0

16 Pricing

Scores will be awarded for price on the following basis:

The lowest average margin/Contract price submitted in accordance with the Schedule of Prices will be awarded the highest score and all other Tenderers will be awarded pro rata scores on the relative competitiveness of their average margin/Contract price compared to the lowest e.g. $(\text{Contract Price} - \text{Lowest Contract Price} / \text{Lowest Contract Price} * 100) = X\%$. This percentage will be deducted from the total score available.

16.1 Award Criteria & Weightings

Tender Responses will be evaluated on the following award criteria and weightings:

Award Criteria	Minimum Requirement	Sub Criteria / Question Weighting %
Service Delivery & Capacity (20%)	Size, age and standard of fleet available to support this contract.	30%
	Safeguarding training, vetting and availability of drivers	15%
	Disaster recovery, emergency procedures and business continuity proposals.	30%
	Flexibility in service delivery both in terms of student numbers and routes.	15%
	Professional attire of all drivers	10%
Customer Care (20%)	Helpdesk / back-office provision available to support this contract	70%
	Details of any CCTV systems that are fitted to the vehicles which would be utilised on this contract. Sample images of CCTV coverage are required.	20%
	Lost property provision and how this is managed.	10%
Added Value (5%)	Proposals for added value opportunities above core service requirement.	100%
Contract Price (55%)	Total Contract Price for the full duration of the contract.	100%
Total (100%)		

Indicative Timetable for Tender and Award of Contract

Activity	Date
Invitation to Tender issued	13th April 2023
Last date for clarification questions	21st April 2023 – 12 noon
Last date for receipt of Tenders	5th May 2023
Award decision shared with suppliers	19th May 2023
Standstill period	19th May 2023 – 2nd June 2023
Contract to Commence	4th September 2023

Section 2 Background Information on the College

College details

Abbeygate Sixth Form College, One Sixth Form College and West Suffolk College currently operate six closed student transport routes from various locations across Suffolk and the borders of Cambridgeshire and Essex.

One Sixth Form College is based in Ipswich, whilst West Suffolk College and Abbeygate Sixth Form College are based in Bury St Edmunds.

Service details

Service type:	Home to School Services
Number of routes	Min 6, Up to 13 in total
Type of vehicles	Buses or Coaches
Service Start Date	September 2023
Contract Duration	3 years + up to 2 additional years
Technology Required	Use of the Kura App and Devices

Service description and requirements

As a collective, the College has reviewed its student applications and route requirements, and to gain prices from the bus and coach industry for the following routes as detailed below. These will be closed services serving the colleges students only, issued with bus passes.

Permitting student travel across public bus services with the same ticket would be an advantage, but not a requirement.

We have listed the proposed routes below and have split them into lots.

Suppliers can tender on individual lots, or all of them depending on where they operate and can service.

The Colleges is considering expanding their existing service and have additional lots, that may be awarded, but the college reserve the right to not award them should the routes not be financially viable.

College Full Addresses:

Abbeygate Sixth Form College	Beetons Way, Bury St Edmunds	IP33 3YU	Pick up and drop off outside West Suffolk College
One Sixth Form College	Scrivener Drive, Ipswich	IP8 3SU	Bus Stop: One bus park at the front of the building
West Suffolk College	Out Risbygate, Bury St Edmunds	IP33 3RL	Bus Stop: Front of college on Out Risbygate

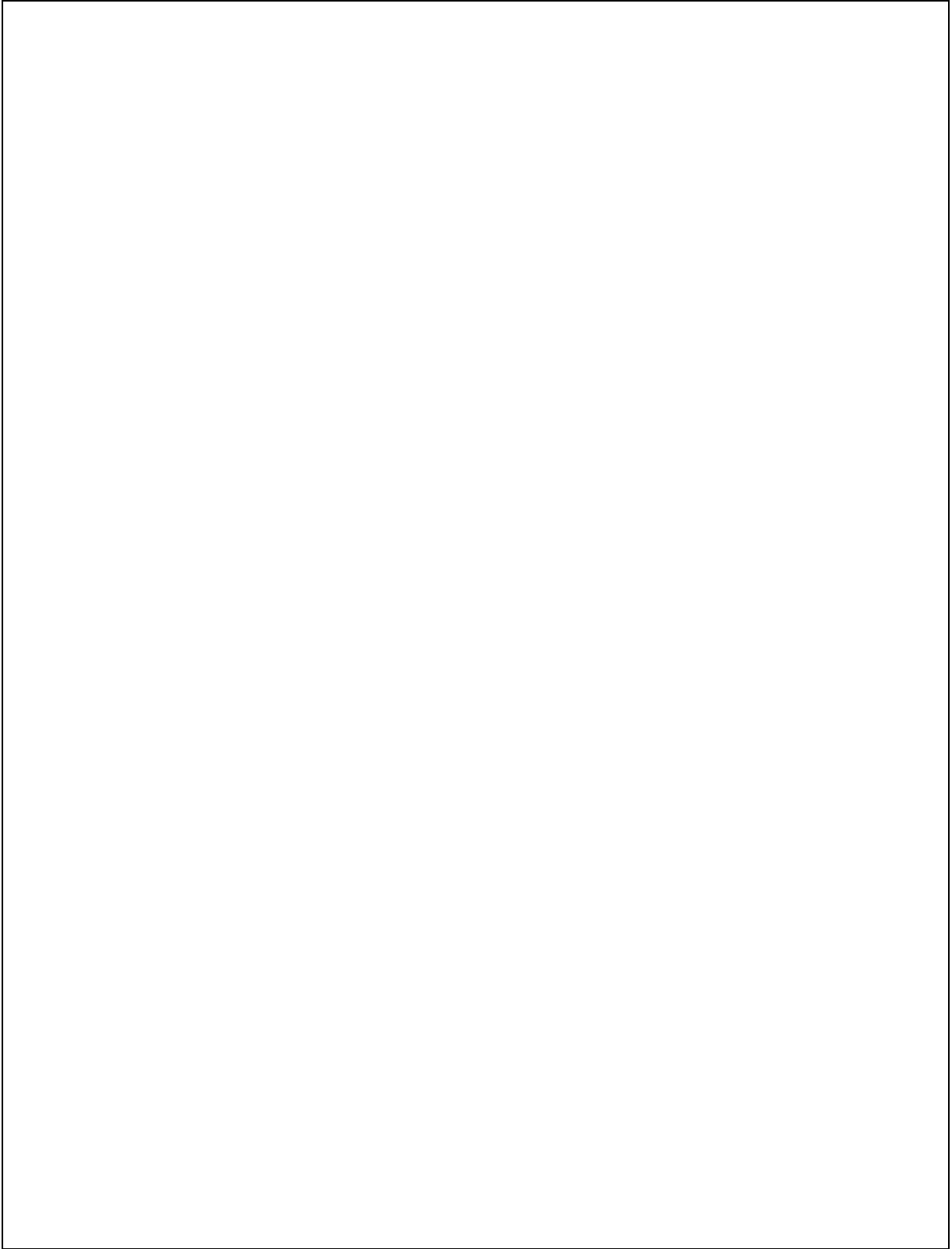
Contract Requirements

1. TUPE will not apply.
2. Driver consistency is preferred in the delivery of the contract.
3. All drivers are required to attend training sessions and/or online training regarding expected standards and behaviour and before service commences.
4. Drivers to be fully competent on the route from the first day. This will require route practice prior to contract start and a final practice run using the Kura App and being tracked by the Kura Control Centre.
5. Drivers appearance: smart attire (ideally uniform), customer focused attitude and polite.
6. All vehicles must be in excellent conditions, clean, no more than 10 years old and subject to approval from Kura. Older vehicles might be considered if in excellent condition. Vehicles must comply with all current relevant legislation including PSVAR.
7. Use of Kura App is mandatory, includes a driver tracking system that allows our operations team to monitor and manage the live service and an observer app, where parents/passengers are informed of any delays or issues on the road.
8. The attached contract terms and conditions is an example document to be used for this contract. Any caveats to be considered must be provided within your tender response. No amendments will be accepted once the contract is awarded.

Appendix A Responses

Information about your Company

Please provide a description of your business and organisation, your background and your fleet capacity and how you will deliver the contract requirements in line with the award criteria



Appendix B Route Details

Confirmed Routes for Tender

LOT 1 - 901

Haverhill, West Suffolk College	
Service Commencement:	4 th September 2023
Vehicle Capacity Required:	77 seats

Time	Collection / Drop Off Points
Morning Schedule	
0735	Withersfield Road, Haverhill
0736	Howe Road, Haverhill
0737	Park Road, Haverhill
0740	Chimswell Way, Haverhill
0743	Burton End, opposite Cleeves Road, Haverhill
0745	Greenfields Way, Haverhill
0755	Bus Station, Duddery Hill, Haverhill
0758	Ann Suckling Road, Haverhill Road
0855	West Suffolk College, Bury St Edmunds
Afternoon Schedule	
1625	West Suffolk College, Bury St Edmunds
1702	The Fox PH, Haverhill Road
1705	Bus Station, Duddery Hill, Haverhill
1708	Greenfields Way, Haverhill
1711	Burton End opposite Cleeves Road, Haverhill
1715	Chimswell Way, Haverhill
1717	Park Road, Haverhill
1718	Howe Road, Haverhill
1720	Withersfields Road, Haverhill

LOT 2 - 902

Soham, Fordham, Burwell, Exning, Newmarket, West Suffolk College	
Service Commencement:	4 th September 2023
Vehicle Capacity Required:	77 seats

Time	Collection / Drop Off Points
Morning Schedule	
0730	Soham, Townsend, Holmes Lane Bus Stop
0732	Soham, Churchgate Street, White Hart Lane
0734	Soham, High Street, Brook Dam Lane
0741	Soham, Fordham Road, Staples Lane
0743	Soham, Fordham Road, Centre Road
0749	Fordham, Carter Street, Bus Stop
0756	CoOp Food and Petrol, Ness Road, Burwell
0801	Exning Primary School, Oxford Street, Exning
0815	Newmarket, The Guineas (Bus Station)
0855	Bury St Edmunds, West Suffolk College
Afternoon Schedule	
1615	Bury St Edmunds, West Suffolk College
1643	Newmarket, The Guineas (Bus Station)
1657	Exning Primary School, Oxford Street, Exning
1702	CoOp Food and Petrol, Ness Road, Burwell
1709	Fordham, Carter Street, Bus Stop
1715	Soham, Fordham Road, Centre Road
1717	Soham, Fordham Road, Staples Lane
1724	Soham, High Street, Brook Dam Lane
1726	Soham, Churchgate Street, White Hart Lane
1728	Soham, Townsend, Holmes Lane Bus Stop

NB: This route may expand to Ely. Please confirm any additional cost should this be required.

LOT 3 - 903

Diss, Eye, Debenham, Stonham Aspal, Forward Green, Stowupland, Stowmarket, West Suffolk College	
Service Commencement:	4 th September 2023
Vehicle Capacity Required:	53 seats (49 seats may be considered)

Time	Collection / Drop Off Points
Morning Schedule	
0710	Diss, Bus Station
0712	Diss, Victoria Road
0725	Eye, Town Hall (bus shelter opposite)
0730	Occold Turn (B1077)
0739	Debenham, Bus Shelter (opposite Abbots)
0740	Debenham, High School
0749	Stonham Aspal, Pound Corner
0753	Forward Green (community centre entrance)
0759	Stowupland, The Crown
0805	Stowmarket, Tesco (Bus stop Gun Cotton Way)
0815	Stowmarket, Train Station
0850	West Suffolk College
Afternoon Schedule	
1620	West Suffolk College
1635	Stowmarket, Train Station
1700	Stowmarket, Tesco (Bus stop Gun Cotton Way)
1704	Stowupland, The Crown
1724	Forward Green, The Green
1732	Stonham Aspal, Pound Corner
1741	Debenham High School
1742	Debenham, Bus Shelter (opposite Abbots)
1747	Occold Turn (B1077)
1757	Eye, Town Hall
1810	Diss, Victoria Road
1812	Diss, Bus Station

LOT 4 – S01

Stowmarket, Suffolk One College	
Service Commencement:	4 th September 2023
Vehicle Capacity Required:	2 vehicles (min 140 seats combined)

Time	Collection / Drop Off Points
Morning Schedule	
08:15	Cedars Park, Mortimer Road, Sandpiper Road
08:18	Mortimer Road, opposite Creting Road
08:22	Stowmarket, Finborough Road, Recreation Ground
08:24	Onehouse Road, Mallard Way
08:27	Chilton Way, Kipling Way
08:29	Bury Road, Allotments
08:30	Bury Road, Violet Hill Road
08:33	Ipswich Street, Dukes Head PH
08:35	Combs Ford, opposite Esso Petrol Station
08:41	Needham Market, Gipsy Lane
08:45	Needham Market, opposite The Swan PH
08:50	Great Blakenham, opposite The Chequers PH
09:10	One College
Afternoon Schedule	
16:00	One College
16:20	Great Blakenham, opposite The Chequers PH
16:25	Needham Market, The Swan PH
16:29	Needham Market, Gipsy Lane
16:35	Combs Ford, Fish and Chip Shop
16:37	Ipswich Street, Dukes Head PH
16:43	Finborough Road, Recreation Ground
16:45	Onehouse Road, Mallard Way
16:48	Chilton Way, Kipling Way
16:50	Bury Road, Allotments
16:51	Bury Road, Violet Hill Road
16:55	Mortimer Road, Creting Road
16:57	Cedars Park, Mortimer Road, Sandpiper Road

Felixstowe, Suffolk One College	
Service Commencement:	4 th September 2023
Vehicle Capacity Required:	2 vehicles (min 119 seats combined)

Time	Collection / Drop Off Points
Morning Schedule	
08:25	Felixstowe, Grange Farm Opposite Owl & Pussy Cat PH
08:26	Grange Farm, Hintlesham Drive
08:27	Grange Farm, Crossgate Field
08:29	Grange Road School
08:30	Mill Lane, Surrey Road
08:31	Crescent Road, The Palace Bingo & Cinema
08:32	Great Eastern Square
08:33	High Road West / Cornwall Road
08:34	Walton High Street, The Half Moon PH
08:35	High Road / Faulkeners Way
08:36	High Road / Park View
08:40	Trimley St. Martin, Howlett Way
09:10	One College
Afternoon Schedule	
16:00	One College
16:33	Felixstowe, Grange Farm opposite Owl & Pussy Cat PH
16:34	Grange Farm, Hintlesham Drive
16:35	Grange Farm, Crossgate Field
16:37	Grange Road School
16:38	Mill Lane, Surrey Road
16:39	Crescent Road, The Palace Bingo & Cinema
16:40	Great Eastern Square
16:41	High Road West / Cornwall Road
16:42	Walton High Street, The Half Moon Pub
16:44	High Road, Faulkeners Way
16:46	High Road, Park View
16:50	Trimley St. Martin, Howlett Way

NB: Route drops of at Felixstowe first in the afternoon and continues the drop offs in the same direction as the pick up in the morning.

LOT 6 – S03

Claydon, Suffolk One College	
Service Commencement:	4 th September 2023
Vehicle Capacity Required:	53 seats

Time	Collection / Drop Off Points
Morning Schedule	
08:02	Stowupland, The Retreat
08:04	Stowupland, Thorney Green Road, Devon Road
08:10	Forward Green, Primrose Cottage
08:13	Earl Stonham, Church
08:14	Earl Stonham, A140/A1120 crossroads, Valley Farm
08:17	Stonham Aspal, Ten Bells PH
08:22	Pettaugh, Old Mission Hall
08:27	Crowfield, Debenham Road Manor View
08:33	Coddenham, Greenhill
08:35	Coddenham, Village Store
08:42	Barham, Sturgeon Way
08:44	Claydon, Tolgate Court
08:46	Great Blakenham, Chapel Lane
08:56	Bramford, Co-Op
09:00	Sproughton, opposite The Wild Man PH
09:10	One College
Afternoon Schedule	
16:00	One College
16:10	Sproughton, The Wild Man PH
16:14	Bramford, Co-Op
16:19	Great Blakenham, Chapel Lane
16:22	Claydon, Tolgate Court
16:24	Barham, Sturgeon Way
16:31	Coddenham, Village Store
16:34	Coddenham, Greenhill
16:39	Crowfield, Debenham Road Manor View
16:43	Pettaugh, Old Mission Hall
16:48	Stonham Aspal, the Ten Bells PH
16:51	Earl Stonham, A140/A1120 crossroads, Valley Farm
16:52	Earl Stonham, Church
16:56	Forward Green, Primrose Cottage
17:01	Stowupland, The Retreat
17:03	Stowupland, Thorney Green Road, Devon Road

Harwich, Horsley Cross, Brantham, Holbrook, Suffolk One College	
Service Commencement:	4 th September 2023
Vehicle Capacity Required:	49 seats

Time	Collection / Drop Off Points
Morning Schedule	
07:40	Harwich
07:55	Horsley Cross Chicken Farm
08:00	Windmill Rd Post Office
08:09	Junction of New Rd/Erskine Rd Manningtree
08:19	Brantham – Catholic Church
08:29	The Kings Head Stutton
08:34	The Compasses - Holbrook
09:10	One College
Afternoon Schedule	
16:00	One College
16:25	The Compasses - Holbrook
16:30	The Kings Head Stutton
16:40	Brantham – Catholic Church
16:50	Junction of New Rd/Erskine Rd Manningtree
16:59	Windmill Rd Post Office
17:04	Horsley Cross Chicken Farm
17:19	Harwich

[illegible]

LOT 13 –

Ipswich, Suffolk One	
Service Commencement:	4 th September 2023
Vehicle Capacity Required:	1 x 70 seats

Time	Collection / Drop Off Points
Schedule	
12:30	Suffolk One College
12:45	Ipswich Bus Station
13:00	Suffolk One College

Appendix C Schedule of Prices

Company name_____

Operators may choose to submit prices for all lots, but not have capacity to fulfil all the bids.
How many lots can you facilitate? Provide details below:

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Similar/Alternative size vehicles may be considered. Please detail sizes below:

Lot Number	Price per day	Vehicle Size & Age
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

Please provide the price per Lot in the associated blank box

Notes section (please add any additional information around vehicles and pricing):

Appendix D Form of Tender

1. I/We the undersigned acknowledge receipt of the following Contract documentation:
 - Selection Questionnaire and its enclosures
 - Invitation to tender and its enclosures, including specification & Pricing Schedule(s)
 - Terms and Conditions of Contract
2. I/We hereby offer to provide the services set out therein and perform, fulfil, and keep all the obligations of the Contractor in accordance with the provisions of the Contract conditions, and the specification, all for the sums properly due under the Contract as calculated in accordance with the price schedules submitted.
3. I/We confirm that I/We are fully conversant with all the Contract documentation, and that this Tender is submitted strictly in accordance with that Contract documentation and that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender documents may cause the Tender to be rejected.
4. In the event that this Tender is accepted, I/We undertake to execute a formal Contract with the College embodying all of the terms and conditions contained within the Contract documentation. Unless and until a formal agreement is executed, this Tender together with the College's written acceptance shall constitute a binding Contract between us.
5. I/We understand that the College is not bound to accept the lowest or any Tender it may receive, and that the College reserves the right to discontinue the award procedure in the event of irregular Tenders or in the absence of appropriate Tenders.
6. I/We confirm that the person whose signature is appended to this Tender is a duly authorised signatory of our Company and has full and legal authority to sign this Tender on behalf of our Company.

Signed for and on behalf of the Tenderer:

Signed: _____

Name: _____

Company Name /Position: _____

Date Signed: _____