



**INVITATION TO TENDER**

**for the provision of  
Leased Minibuses**

**Contract Reference: DAT/Minibuses**

## SECTION 1

### INSTRUCTIONS FOR TENDER COMPLETION

#### General Information

Delta Academies Trust (DAT) wish to appoint experienced Contractors for the provision of leased minibuses to a number of our Academies in Yorkshire and the Humber.

#### 1. Due Date and Time

Tenders must be received by noon on Friday 22 August 2025. Tenders received after the date and time stated will be considered invalid.

#### 2. Tender Procedures

Tenders must be submitted electronically to [Tenders@deltatrust.org.uk](mailto:Tenders@deltatrust.org.uk) with **DAT/Minibuses** in the heading and is to be received no later than noon on Friday 22 August 2025.

Please note that tenders received after the closing date will be rejected.

#### 3. Tender Completion

Tenders must be submitted in the English Language. All supporting information, including financial accounts, must also be submitted in English. VAT where applicable, shall be shown separately as a strictly nett extra charge.

Tenderers are invited to supply any additional information, as part of their submission, which may assist in selection of a solution which is least damaging to the environment whilst providing best value for money on a whole-life costing basis.

#### 4. Tender Queries

Any queries relating to this tender should be raised as soon as possible and no later than 7 days prior to the closing date.

You are reminded that any representation to the Client regarding prior submission of proposals and during the evaluation period shall only be made through the Client's Contact Point.

The Client's Named Contact Point for the procurement is:

Mark Willett  
Director of Facilities

Delta Academies Trust  
Education House  
Spawd Bone Lane  
Knottingley  
West Yorkshire  
WF11 0EP

#### 5. Non-Compliant Bids

Any bids which do not comply with the instructions given in this document will not be considered. However, tenderers wishing to submit an alternative proposal with full supporting information may do so provided that this alternative proposal is included as an Appendix to the main submission for consideration on merit.

#### 6. Conditions of Contract

The Standard Conditions of Contract, included as part of the tender documents, outline the general basis upon which the Contract will operate. The Contract terms of the institution, which is awarding the Contract will apply. Where there are references variously to goods and services in the Standard Conditions, it is acknowledged that certain clauses will

be relevant to Contracts for goods, and other clauses will be relevant to the provision of Services. The Special Conditions of Contract & Instructions to Tenderers supplement the Standard Conditions and are part of this Contract.

## 7. **Validity**

The Contractor's offer shall be left open for acceptance or non-acceptance for a period of 90 days from the Closing Date for the receipt of proposals referred to in the Schedule of Requirements.

## 8. **Contract Award**

In evaluating the tender, we will seek the most economically advantageous offers having regard to the following:

### **Award criteria:**

- **Price** – 50%
- **Methodology** – 50%

### Guidelines for marking

Each criteria or sub-criteria will be marked in accordance with the following matrix:

0 = Fails to answer the question

1 = Addresses question but in the most basic manner

2 = Addresses question with moderate degree of detail

3 = Answers question with appropriate level of detail and with supporting documentation as appropriate (e.g. Method Statements etc)

4 = Very detailed, model answer

Should it be necessary to shortlist several potentially successful tenders, the Client reserves the right to conduct post-tender clarification to assist a final award. Any Contract award is conditional on the relevant Tenderer providing evidence at the request of the Client in the form of official certificates or similar documentation demonstrating the achievement of claimed quality standards.

The Client shall not be responsible for the payment of any expenses incurred by any Tenderer in the preparation/submission of their responses.

## 9. **Duration**

The Contract period will be 60 months. Contract extensions will be at the discretion of the Client. However, the Client reserves the right to contact other firms, companies or persons if in its discretion it deems fit to do so.

## 10. **Confidentiality**

All information contained in this Invitation to Tender or attached documents is confidential and may only be used by the Tenderer or passed to third parties on a strictly "need to know" basis for the purposes of submitting a tender. Unsuccessful Tenderers should destroy all copies, as should any party not wishing to submit a tender.

## SECTION 2

### TERMS AND CONDITIONS OF PURCHASE

#### STANDARD CONDITIONS OF CONTRACT

#### 1. DEFINITIONS

(i) In these Conditions:

**'Conditions'** means the Standard Conditions of Contract set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the parties to this Contract

**'Contract'** means the Contract for the sale and purchase of the Goods and the supply and acquisition of the Services

**'We', 'Us' and 'Our'** means Delta Academies Trust

**'You' and 'Your'** means the person, firm or company to whom the Purchase Order is addressed and any employees, subcontractors or agents of said person, firm or company

**'Goods' 'Services'** means the products, materials, articles, works and services described in the Purchase Order

**'Price'** means financial consideration and shall include **'rate'** or **'fee'** particularly in the provision of services

**'Purchase Order'** means our Purchase Order to which these Conditions are annexed

**'Authorised Officer'** means our employee specifically authorised by us to sign our Purchase Order

**'Authorised'** means signed by one of the Authorised Officers

**'Order Amendment'** means our authorised Purchase Order amendment

**'Specification'** includes any drawings, plans, data or other information relating to the Goods or Services. Words importing the masculine gender also include the feminine and the neuter

**'Sale of Goods Act 1979'** means the Sale of Goods Act 1979 as amended by the Sale of Goods Act 1994

**'Supply of Goods and Services Act 1982'** means the Supply of Goods and Services Act 1982 as amended by the Sale of Goods and Services Act 1994

**'Work Area'** means any area within which the Services are being delivered

(ii) Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

(iii) The headings in these Conditions are for convenience only and shall not affect their interpretation.

#### 2. BASIS OF PURCHASE

(i) The Purchase Order constitutes an offer by us to purchase the services subject to these Conditions.

(ii) These Conditions shall apply to the Contract to the exclusion of any other terms of sale or other conditions of trade on which you may seek to rely. Your terms on order acknowledgements, delivery notes, invoices or any other of your standard documentation are excluded unless specific clauses are agreed in writing between the signatories to this Contract.

(iii) The Purchase Order will be deemed to be accepted unconditionally by you if no detailed counter-offer is received within 14 days of its date, subject to clause 2(ii) above.

(iv) Provision of services in response to the Purchase Order or order amendment shall imply that you have accepted these Conditions.

(v) No variation to the Purchase Order or these Conditions shall be binding unless agreed in writing between the authorised signatories.

### **3. SPECIFICATIONS**

- (i) The quantity, quality, performance and description of the services shall, subject as provided in these Conditions, be as specified in the Purchase Order and/or in any applicable specification supplied by us to you or agreed in writing by us.
- (ii) Any specification supplied by us to you, or specifically produced by you for us, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the specification, shall be our exclusive property. You shall not disclose to any third party or use any such specification except to the extent that it is or becomes public knowledge through no fault of yours, or as required for the purpose of the Contract.
- (iii) You shall comply with all applicable regulations or other legal requirements concerning the performance of the services.

### **4. VOLUMES & VALUES OF BUSINESS**

- (i) Any written or verbal estimates of potential volumes or values of business which may be achieved under this Contract, are provided only for guidance and are not binding. We will use reasonable endeavour to provide relevant information but no guarantee is given regarding the overall extent to which the Contract will be used. No minimum order quantities or values will apply.

### **5. VARIATIONS**

- (i) The Authorised Officer shall be entitled to issue instructions in writing requiring you to do all or any of the following, and you shall be bound by and shall forthwith carry out all such instructions:
  - (a) to omit and / or cease to perform any part of the Services for period as the Authorised Officer may see fit;
  - (b) to perform the Services or any part thereof in such manner as the Authorised Officer may require;
  - (c) to perform such additional Services as the Authorised Officer may require, subject to an agreed Price that reflects the Contract Price;
  - (d) to vary the Specification and Schedules and / or the quality requirements and to perform the Services in accordance with the Specification and Schedules as so varied.
- (ii) No conditions submitted or referred to by you at any stage in the dealings between you and us shall form part of the Contract unless agreed to in writing by Authorised Officer. Should there be any inconsistency between the documents comprising the Contract, the order of precedence shall be:
  - (a) a written, agreed variation to the Contract;
  - (b) these Terms and Conditions;
  - (c) the Invitation to Tender .
- (iii) Any inspection, or approval by us shall not relieve you from your obligations under this Contract.
- (iv) You shall not vary, change or modify the Services except as directed or agreed in writing by us. You shall not undertake any actions or work beyond that permitted by the terms of the Contract or the Specification, either on your own initiative or at the behest of a third party without our prior written authority.

### **6. PRICE**

- (i) You will provide the Services for the firm price stated in the Contract.
- (ii) The price shall be inclusive of all charges related to the provision of the service, other than Value Added Tax.
- (iii) No increase in price may be made whether on account of increased material, labour or transport costs, fluctuation in exchange rates or otherwise without our prior consent in writing.

## **7. PAYMENT**

- (i) Subject to any agreed stage payment profile that is part of the Contract, you shall be entitled to invoice us on, or at any time after, correct delivery of the Goods or performance of the Services. Any stage payment profile agreed in writing by our Authorised Officer will take precedence and be subject to the specific performance criteria for each payment.
- (ii) We shall pay you within 30 days of receipt of a correctly rendered invoice. Your invoice must be addressed to the department indicated on the Purchase Order and must quote the full Purchase Order number. VAT, where applicable, shall be shown separately on all invoices as a strictly nett extra charge. Where a Value Added Tax Zero-Rating Certificate is issued with the acceptance of a Tender, Value Added Tax should not be charged on invoices related to the Contract. We shall not be held responsible for delays in payment caused by your failure to comply with our invoicing instructions.
- (iii) We shall be entitled to set off against the price all amounts lawfully owed to us by you, whether under this Purchase Order/Contract or otherwise.

## **8. QUALITY MONITORING**

- (i) If you are accredited ISO 14001, ISO 9002 or BS 5750 or their equivalent, you are to provide evidence with your tender.

## **9. QUALITY AND DESCRIPTION**

The Goods or Services shall:

- (a) conform in every respect with the provisions of the Contract;
- (b) be capable of all standards of performance specified in the Contract;
- (c) be fit for any purpose made known to you expressly or by implication and in this respect we rely on your skill and judgement;
- (d) be of sound materials and skilled and careful workmanship;
- (e) be of satisfactory quality;
- (f) correspond to their description and any Specifications referred to in the Contract;
- (g) comply with any current relevant legislation.

## **10. DEFAULT IN PERFORMANCE**

- (i) In the case of services failing to be carried out to the quality levels or within the agreed programme of dates or times under the Contract, we may at our sole discretion adopt one or more of the following remedies:
  - (a) have the work performed by alternative means and any additional costs reasonably so incurred shall be charged to you;
  - (b) deduct from any invoice presented by you such sum as we consider reasonable for the unsatisfactory services concerned or to meet any additional costs arising from Condition 10 (i)(a) above;
  - (c) terminate the Contract either for the specific services which have not been carried out in accordance with the Contract or for all the services to which the Contract relates. In either such case you will not be entitled to payment by way of compensation, other than due consideration for those parts of the Service which have been carried out satisfactorily but subject to Condition 10 (i)(b) above.
- (ii) We may investigate each case where you have failed to perform the Services completely in accordance with the provisions of the Contract.
- (iii) Where we are satisfied that in any particular case you have failed to perform the Services completely, regularly or consistently in accordance with the provisions of the Contract, we shall be entitled without prejudice to any other remedy available, to instruct you to remedy the failure or re-execute the Services in order to comply fully therewith within such reasonable period as we may determine.
- (iv) Nothing contained in this clause shall be construed to affect the powers of termination contained in Condition 12 of these Conditions.

## **11. NON-OBSERVANCE OF CONDITIONS**

- (i) If you breach or fail to observe any provision of this Contract we may give you written notice of such breach or non-observance and you shall have 28 days from receipt of the notice in which to rectify the breach or non-observance. For a material breach of Contract, a maximum period of 7 days will be given in which to rectify the breach. Should you fail to rectify the breach, non-observance or material breach within the stipulated time, we shall have the right to terminate the Contract with immediate effect and without penalty.

## **12. TERMINATION OF CONTRACT**

- (i) We shall be entitled to terminate the Contract in respect of all or part only of the Services without penalty by giving you 3 months' notice at any time. In that event, our sole liability will be to pay for the price of the Services in respect of which we have exercised our right of cancellation, less your net saving of cost arising from cancellation. If you submit a termination claim then we will pay to you the cost of any commitments, liabilities or expenditure which in our reasonable opinion were directly associated with this Contract at the time of termination. The total of all payments made or due to you under this Contract, including any termination payment, shall not exceed the price. The Client shall not be liable to pay any severance payment or compensation for loss of profits.
- (ii) You shall notify us in writing immediately upon the occurrence of any of the following events:
  - (a) you make any voluntary arrangement with your creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) become bankrupt or (being a company) become subject to an administration order or go into liquidation (otherwise than for the purpose of amalgamation or reconstruction; or
  - (b) an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets; or
  - (c) you cease, or threaten to cease, to carry on business; or
  - (d) you undergo a change of control, where "control" has the meaning given in Section 416 of the Income and Corporation Taxes Act 1988.
- (iii) After receipt of the notice under Clause 12 (i) above or earlier discovery by us of the occurrence of any of the events described in that paragraph, we may, by notice in writing to you, terminate the Contract with immediate effect without compensation to you and without any prejudice to any right or action or remedy which may accrue to us thereafter. Our right to terminate the Contract under Condition 12(i) (d) will exist until the end of a period of

6 months starting from receipt of the notice provided by you pursuant to Condition 12 (i) or earlier discovery by us of the event, or such other period as is mutually agreed in writing by the parties.

- (iv) We shall have the right to terminate the Contract without any compensation for any loss or damage if you are in default of any of the terms and conditions of the Contract provided such breach shall not have been remedied to our satisfaction within a period of 28 days of written notification of such breach to you. We shall be entitled to give you one month's notice of termination from the date of such notice of termination.
- (v) We may terminate the Contract forthwith by notice in writing and without any compensation for any loss or damage if:
  - (a) you are incompetent to perform your duty under this Contract or conducts itself in a manner which we consider to be incompatible with the performance of the Services; or
  - (b) you have failed to perform a substantial part of the Services for a period of one week; or
  - (c) you have failed to perform the whole of the Services for a period of two consecutive days; or
  - (d) you have committed a material breach of our internal rules, or where an offence of grave misconduct is committed by you.
- (vi) Provided always that the termination of the Contract under this Condition shall not prejudice or affect any right or remedy which shall have accrued to us.
- (vii) In the event of any termination of the Contract pursuant to this Condition, we shall be entitled to procure a third party to perform or complete your obligations under this Contract.

### **13. DUTY OF CARE**

- (i) You shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the services promptly and efficiently in accordance with the Contract.

### **14. USE OF INFORMATION**

- (i) We have a legal duty to comply with the provisions of the Freedom of Information Act, 2000 and the Environmental Information Regulations 2004. Accordingly, information in relation to this Contract and any prior related tender may be made available on demand in accordance with the legislation. You should state if any of the information supplied by you as part of the Contract is either confidential or commercially sensitive, or should not be disclosed to a third party in response to a request for information under the Act. The reasons for such sensitivity must be specified. In such cases the relevant material will be examined in the light of the exemptions provided in the Freedom of Information Act or Environmental Information Regulations, although we cannot guarantee that any exemption will apply.

### **15. ENVIRONMENTAL POLICY**

- (i) Our Policy of Sustainable Procurement and Environmental Responsibility requires us to give reasonable priority to suppliers that have established, or propose to establish, appropriate sustainable environmental policies governing their own business activities. You must supply details of any existing, or proposed environmental policy relating to the raw materials used, production methods and finished products or Services. We reserve the right at our sole discretion to apply sustainability and environmental factors in any Contract award decision.

### **16. ASSIGNMENT AND SUB-LETTING**

- (i) Our Purchase Order is personal to you and you shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-Contract any of its obligations under the Contract.
- (ii) You shall not sub-let any part of the Contract without our written consent, but we shall not withhold such consent unreasonably. This restriction shall not apply to sub-Contracts for materials for minor details or for any part of which the makers are named in the Contract. You shall be held liable for all goods supplied and/or all Services carried out by your subcontractors under this Contract.



## **17. MATTERS BEYOND CONTROL**

- (i) If either party is delayed or prevented from performing its obligations under this Contract by circumstances beyond the reasonable control of either party (including without limitation any form of government intervention, strikes and lock-outs relevant to the Purchase Order or breakdown of plant), such performance shall be suspended and if it cannot be completed within a reasonable time after the due date as specified in the Purchase Order, then the Contract may be cancelled by either party. We shall pay to you such sum as may be fair and reasonable in all the circumstances of the case in respect of work performed by you under the Purchase Order prior to cancellation but only in respect of work that we have received full benefit as originally contemplated in the Contract. This provision can have effect only if it is called into operation by the party wishing to rely on it giving written notice to the other to that effect.

## **18. CORRUPT GIFTS**

- (i) In connection with this or any other Contract between you and us you shall not give, provide, or offer to our staff and agents any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Condition, we shall, without prejudice to any other rights we may possess, be at liberty forthwith to terminate this and any other Contract and to recover from you any loss or damage resulting from such termination.

## **19. WAIVER**

- (i) A failure at any time to enforce any provision of the Contract shall in no way effect the right at a later date to require complete performance of the Contract, nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

## **20. VALIDITY OF PROVISIONS**

- (i) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

## **21. NOTICE**

- (i) All notices and communications required to be sent to you by us in this Contract shall be made in writing and sent by either facsimile, first class mail or email (electronic mail) to your registered or head office and if sent by you to us sent to our Authorised Officer and shall be deemed to have reached the party to whom it is addressed on the next business day following the date of transmission or posting.

## **22. AMENDMENT**

- (i) No addition, alteration or substitution of these Conditions will bind us or form part of the Contract unless and until accepted in writing by our Authorised Officer.

## **23. LAW**

- (i) This Contract shall be governed by the laws of Wales and England and the exclusive jurisdiction of the courts in Wales and England.

## SECTION 3

### MANDATORY REQUIREMENTS OF CONTRACT

#### AND INFORMATION REQUIRED AS PART OF THE TENDER SUBMISSION

##### 1. INFORMATION REQUIRED FOR TENDER SUBMISSION

- (i) Has your company had any prohibition or improvement notices served against it by the Health & Safety Executive over the past 5 years, (or equivalent organisation if the tender is outside the UK)
- (ii) Have you had any Contracts terminated early during the past 5 years?
- (iii) Has your company had any penalties applied to any Contracts during the past 3 years?

##### 2 Environmental and Sustainability

- (i) Please provide details of sustainable environmental policies employed in your business activities. The Client is committed to reducing any adverse impact on the environment, and are seeking companies able to demonstrate this commitment and reduce, wherever possible the amount of chemical products whilst maintaining the standards expected.

##### 3 Modern Slavery Policy

- (i) Please provide details of your commitment to the Modern Slavery Act 2015 (include sample documentation where appropriate).

##### 4 Vehicle Specification

- (i) Please provide details of the vehicles which you would propose to lease to the Client for the duration of the contract

##### 5 Track Record

- (i) Please provide details of your company, and track record in providing leased minibuses to Clients in the Education sector

## SECTION 4

### SPECIFICATION

#### **Delta Minibus Minimum Specification**

##### **Ford Transit L4 350E ELWB Minibus RWD DRW or similar**

**Number required:** for the purposes of this tender, prices are to be quoted (per minibus) based upon providing the following number of vehicles:

2 vehicles @ 5,000 miles/year

2 vehicles @ 10,000 miles/year

2 vehicles @ 15,000 miles/year

##### **Citroen Relay 440 L4H2 2.2 Blue HDi Minibus or similar**

**Number required:** for the purposes of this tender, prices are to be quoted (per minibus) based upon providing the following number of vehicles:

2 vehicles @ 5,000 miles/year

2 vehicles @ 10,000 miles/year

2 vehicles @ 15,000 miles/year

##### **Peugeot Boxer 335 L3H2 2.2 Blue HDi Minibus or similar**

**Number required:** for the purposes of this tender, prices are to be quoted (per minibus) based upon providing the following number of vehicles:

2 vehicles @ 5,000 miles/year

2 vehicles @ 10,000 miles/year

2 vehicles @ 15,000 miles/year

**Lease hire start date:** TBC

**Lease hire length:** 60 months

The lease should include the following:

- Full maintenance of the vehicle including tyres and exhausts
- Full annual service
- The **13 week** safety checks
- Annual MOT (when necessary) and road fund licence

**Minibuses should be manufacturers' standard minibus with the following modifications to comply with Delta Permit 19 conditions**

Vehicle must comply with Schedule 6 & 7 of the Road Vehicle Construction & Use Regulations 1986 (S.I. 1986 No. 1078) as amended and include the following:

- ABS braking system.
- Seating for up to 16 passengers.
- Drivers air bag.
- Nearside passenger airbag.
- Power assisted steering.
- Rear compartment non slip floor covering having no edges or gaps.
- Gangway width to be a minimum of 305mm.
- Rear door emergency exit step.
- All steps to be automatically illuminated when door is opened.
- Nearside access door first step must be a maximum height 250mm from ground level, or an additional cassette type step will be required.
- Reverse alarm wired to be silent when required by regulations.
- All seats to be forward facing and have all age inertia reel lap and diagonal belts.
- All seats to be high back or fitted with head restraints.
- Floor to roof textured steel tube handrails finished in high visibility yellow to each side of service door (New Transit 1 to rear of side door opening).
- 2 No. foam fire extinguishers to BS5423 or the European Equivalent to be fitted 1 to the front and 1 to the rear of the vehicle complete with appropriate signage.
- 1 No. tethered glass breaker fitted to Offside of vehicle in a prominent position complete with appropriate signage.
- 1 No. PSV type first aid kit with holder fixed to the vehicle with appropriate signage.
- Saloon windows to be of safety glass.
- 1 No. roof vent minimum size 300mm x 300mm.
- Seating capacity to be marked inside and outside vehicle.
- Tyre pressure to be marked on wheel arches
- All doors to be marked with method of opening inside and outside vehicle.
- Speed limiter to set to 100 KPH (dependant on regulations and age of vehicle).
- Child on Board stickers
- A Digital Tachograph
- A second remote key fob
- Front heated window and wing mirrors
- Logo and Livery

Optional Extra (priced separately)

- Roof rack and ladder

## SECTION 5

### PRICING SCHEDULE SUMMARY COST SHEET

Please provide a pricing schedule with your offer, confirming the unit price for each minibus based upon the varying predicted mileage levels below. Failure to provide a detailed pricing schedule will result in your tender being rejected.

**Ford Transit (or similar)**

**Based upon a 60 month  
contract**

2 vehicles @ 5,000 miles/year

2 vehicles @ 10,000 miles/year

2 vehicles @ 15,000 miles/year

**Citroen Relay (or similar)**

**Based upon a 60 month  
contract**

2 vehicles @ 5,000 miles/year

2 vehicles @ 10,000 miles/year

2 vehicles @ 15,000 miles/year

**Peugeot Boxer (or similar)**

**Based upon a 60 month  
contract**

2 vehicles @ 5,000 miles/year

2 vehicles @ 10,000 miles/year

2 vehicles @ 15,000 miles/year

**Total £**

---

---

## SECTION 6

### ADDITIONAL INFORMATION

I/We have read the Terms and Conditions of Contract, Special Terms and Conditions, Specification of Requirements and Pricing Schedule and agree to be bound by the terms & conditions contained therein.

I/We agree that any other terms or conditions of Contract or any general reservations which may be printed on any correspondence emanating from us/me in connection with this tender or with any Contract resulting from this tender, shall not be applicable to this Contract.

Signed: .....

Name (Printed): .....

Date: .....

**SECTION 7**  
**FORM OF OFFER**

I/We offer to supply to Delta Academies Trust in accordance with the enclosed Terms and Conditions of Purchase and Specification, the Goods at the rates/prices detailed in the enclosed Price Schedule.

I/We agree that any other terms or conditions of Contract or any general reservations which may be printed on any correspondence emanating from us/me in connection with this tender or with any Contract resulting from this tender, shall not be applicable to the Contract.

I/We agree that in any Contract that may result from this tender shall be subject to the law of England and Wales as interpreted in a Court of England and Wales.

The prices quoted in this tender are valid and open to acceptance by you for a period of 90 days from the tender return date specified in your Invitation to Tender.

I/We declare that this is a bona fide tender, intended to be competitive and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

I/We further declare that I/We have not done and I/We undertake that I/We will not do any of the following acts:-

- Communicate with a person, other than the person calling for this tender, the amount or approximate amount of the proposed tender
- Enter into any agreement or arrangement with any other person that he/she shall refrain from tendering or as to the amount of any tender to be submitted
- Offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the requirement any act or thing of the sort described above.

In this declaration the word “persons” includes any person and any body or association, corporate or incorporate. The words “agreement or arrangement” include any such transaction, formal or informal, whether legally binding or not.

Signed:..... Name:.....

For and on behalf of (insert full name of business)

.....

Address of Registered Office:.....

.....

Date:.....

To be returned to [tenders@deltatrust.org.uk](mailto:tenders@deltatrust.org.uk) by noon on 22 August 2025