

Our ref: OJEU 2019/S 062-144121

Matthew Thomas
Atkins Limited
The Axis, 10 Holliday Street
Birmingham
B1 1TF

Sent via Bravo

Stuart Crawley
Head of Commercial &
Procurement – Asset Delivery
Highways England
The Cube
199 Wharfside Street
Birmingham
B1 1RN

17th September 2019

OFFICIAL – SENSITIVE

Dear Matthew,

**ASSET DELIVERY DESIGN SERVICE CONSULTANCY (EAST REGION)
CONTRACT
OJEU 2019/S 062-144121**

On behalf of Highways England Company Limited I write to inform you that your Offer dated 1st July 2019 for carrying out the above named contract is accepted.

Your Tender as amended by the following documents:

- Tender Amendment 1 issued 2nd April 2019
- Tender Amendment 2 issued 12th April 2019
- Tender Amendment 3 issued 7th June 2019
- Tender Amendment 4 issued 19th June 2019
- Tender Amendment 5 issued 20th June 2019
- Tender Amendment 6 issued 27th June 2019

when incorporated into the enclosed Deed of Agreement will form a binding contract between yourselves and Highways England.

For the purposes of complying with the Construction (Design and Management) Regulations 2015, I hereby formally appoint your company as the Principal Designer.

I am enclosing two copies of a Deed of Agreement for carrying out this contract. Please execute both copies of the Deed. Please note that a Deed executed under hand must be signed either by two Directors, by one Director and the Company Secretary or by a Director in the presence of a witness; if executed under your seal please arrange authentication by a Director and the Company Secretary or by two Directors. The enclosed Deeds provide for these options - please choose just one and execute them accordingly.

Once executed please return the Deeds to Megan Tomlinson at the following address:

Highways England
The Cube
199 Wharfside Street
Birmingham
B1 1RN

Please return the Deeds by Monday 7th October 2019. We will then apply the Highways England's common seal and return one copy for your retention.

This Contract is for a construction operation and falls within the scope of the HM Revenue and Customs (HMRC) Construction Industry Scheme. Please contact the Project Leader and arrange to supply your Unique Tax Reference (UTR). This will enable the Agency to check your CIS registration with HMRC and deduct the correct tax from payments as appropriate. You are reminded that in accordance with the Inland Revenue's Construction Industry Scheme's Regulations, Highways England is not permitted to make payment under the contract until this check has been completed.

You acknowledge that any documents and information submitted by you as part of your Tender or for sustainability purposes, represent your proposals for meeting Highways England's requirements, but do not in any way override or modify those requirements. You will remain liable to comply with all the obligations set out in the documents forming part of the Contract. You will not be relieved from compliance with these obligations by any:

- a) Due diligence or sustainability check carried out by Highways England on any part of your Tender;
- b) Evidence, assumptions or other information provided by you with your Tender or for the purposes set out in paragraph (a) above; or
- c) Clarification requested by Highways England and provided by you (whether orally or in writing) as part of the assessment process.

Please treat the contents of this letter as strictly confidential until Highways England makes a public announcement about the award of the contract. I should also remind you at this time of the requirements of paras 1.1.5 and 1.1.7 of the Instructions for Tenderers, as they relate to Confidentiality, the relevant extracts are reproduced below. In the light of recent cases where there has been press reporting in advance of contract award or announcement it is especially important that these conditions are adhered to and that full confidentiality is maintained.

1.1.5 Tenders must be submitted in accordance with these Instructions. Tenders not complying with these Instructions may be rejected by Highways England whose decision in the matter will be final. These Instructions will not form part of the proposed East Region DSC Contract.

1.1.7 The contents of these Instructions and of any other documentation sent to Tenderers in respect of this tender process are provided on the basis that they remain the property of Highways England. Tenderers must not release information

concerning the tender documents for publication in the press or on radio, television, screen or any other medium. Tenderers must not disclose the fact that they are tendering or release details of the tender documents, other than on an "in confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing their tender response. If a Tenderer is unable or unwilling to comply with this requirement it is required to destroy these Instructions and all associated documents immediately and not to retain any electronic or paper copies. Tenderers are required to conduct themselves in good faith in all dealings in relation to this tender process.

Thank you once again for your involvement in this competition and we look forward to working with your company.

Yours sincerely



Stuart Crawley
Head of Commercial & Procurement – Asset Delivery