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 2, rue Mercier, 2985 Luxembourg, Fax: +352 29 29 42 670
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CONTRACT NOTICE

Section I: Contracting authority

Name, addresses and contact point(s)

| | | |
|---|------------------------------------|----------------------|
| Official name Highways England | National ID | |
| Postal address The Cube, 199 Wharfside Street | | |
| Town Birmingham | Postal code B1 1RN | Country UK |
| Contact point(s) For the attention of Keith Mason. Kaneez Mughal | Telephone +44 1216788398 | |
| E-mail Area7Procurementenquiries@highwaysengland.co.uk | Fax | |

Internet address(es) if applicable

General address of the contracting authority URL

www.highwaysengland.co.uk

Address of the buyer profile URL

Electronic access to information URL

Electronic submission of tenders and requests to participate URL

Please use Annex A to provide more detailed information

Further information can be obtained from

- The above mentioned contact point(s)

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained from

- The above mentioned contact point(s)

Tenders or requests to participate must be sent to

- The above mentioned contact point(s)

I.2) Type of the contracting authority

Authority

- National or federal agency/office

Other (please specify)

Activity

- General public services
- Defence
- Public order and safety
- Environment
- Economic and financial affairs
- Health
- Housing and community amenities
- Social protection
- Recreation, culture and religion
- Education

Other (please specify)

The contracting authority is purchasing on behalf of other contracting authorities

no

Section II: Object of the contract

II.1) Description

II.1.1) Title attributed to the contract by the contracting authority

Area 7 Maintenance and Response Contract - UK (East Midlands)

II.1.2) Type of contract and location of works, place of delivery or of performance (choose one category only – works, supplies or services – which corresponds most to the specific object of your contract or purchase(s))

Works

Type

Execution

Type

Service category No: (Please see Annex C1 for service categories)

Main site or location of works, place of delivery or of performance:

Routes for routine highway maintenance work; defect repairs; emergency incident response; delivering a severe weather service; and other similar duties:

Main site or location of works: M1 from between junctions 14 and 15 at the Northamptonshire County boundary to junction 30 A619/A616/A6132, Barlborough (Derbyshire), includes the River Trent bridge and flood spans near Long Eaton. M6 from junction 1 to the M1 junction 19 with the A14 Catthorpe (Leicestershire) M45 in its entirety from M1 junction 17, Crick (Northamptonshire) to terminal roundabout at A45 immediately west of Dunchurch (Warwickshire). M69 from junction 1, Smockington (Warwickshire) to M1 junction 21, Enderby

(Leicestershire).

A1 from junction with A43, Wothorpe (Cambridgeshire) and the A1 (M) Junction 34 (A614/B6045 Blyth) (Nottinghamshire). Includes River Trent Bridge at Newark.

A5 from A422/A508 junction, Old Stratford (Northamptonshire) to B4111 Mancetter Roundabout (Leicestershire), including A5 link road and roundabout from M1 junction 18 to A5 at Rugby Radio Station (Northamptonshire).

A6 Alvaston Bypass (Derbyshire) from the junction with the A5111 to southern roundabout with B5010 at Thulston (Derbyshire).

A14 from M1 junction 19 Catthorpe, Leicestershire) to A45/A605 interchange (J13), Thrapston(Northamptonshire).

A38 from A50 junction, Toyota Island (Derbyshire) to M1 junction 28, Pinxton (Derbyshire).

A42 from junction 11, Appleby Magna (Leicestershire) to M1 junction 23A Diseworth (Derbyshire).

A43 from M40 junction 10, Ardley (Oxfordshire) to M1 junction 15A, Rothersthorpe (Northamptonshire).

A45 from M1 junction 15 Collingtree (Northamptonshire) to A14 junction 13, Thrapston (Northamptonshire).

A46 from M1 junction 21A, Kirby Muxloe (Leicestershire) to A57 junction, Saxilby Road (Lincolnshire)

A52 from A1 Barrowby, Grantham Bypass (Lincolnshire) to A5111 (Derbyshire). Includes urban section through Nottingham, including part of Nottingham Ring Road and the 'Clifton Complex' interchange with the A453 at the River Trent bridge.

A453 at Finger Farm roundabout (Nottinghamshire) to M1 Junction 24 (A453/A6/A50 Kegworth) (Derbyshire).

A453 from the M1 junction 24, Kegworth to junction with the A52 Nottingham

A516 from the boundary of the City of Derby at Micklegate to the A38 and from the A38 Derby City Hospital Roundabout and back to the A38.

A5111 from A52, Spondon (Derbyshire) to A6 Alvaston Bypass (Derbyshire). Forms the eastern part of the Derby Outer Ring Road.

A50 from Junction 1 to M1 Junction 24

And may include routes within the Area 7 region where the local authority are responsible for undertaking certain activities, eg sweeping, cleaning.

Geographical areas, routes and route lengths may change during the currency of the award procedures and the contract. The above descriptions are all subject to final ratification.

NUTS code

UK

Information about a public contract, a framework agreement or a dynamic purchasing system (DPS)

The notice involves a public contract

- The notice involves a public contract

The notice involves the setting up of a dynamic purchasing system (DPS)

- The notice involves the setting up of a dynamic purchasing system (DPS)

The notice involves the establishment of a framework agreement

- The notice involves the establishment of a framework agreement

II.1.4) Information on framework agreement (if applicable)

Number

or (if applicable) maximum number of participants to the framework agreement envisaged

Duration of the framework agreement

Duration in years

or in months:

Justification for a framework agreement, the duration of which exceeds four years:

Estimated total value of purchases for the entire duration of the framework agreement (if applicable, give figures only)

Estimated value excluding VAT:

or Range: between

and

Currency:

Frequency and value of the contracts to be awarded: (if known)

II.1.5) Short description of the contract or purchase(s)

The successful tenderer will be required to provide all routine and cyclic maintenance, incident response, defect rectification when instructed by Highways England and severe weather delivery on the all-purpose trunk roads and motorways in Highways England Area 7 in accordance with the Highways England standards and objectives. Additional duties will also include: the provision of traffic management for the purpose of the Contractor’s maintenance and response activities, which is to also include traffic management during incidents and where instructed by the Highways England; the facilities maintenance of all depots within the Area 7 region. Under the CDM Regulations 2015, the Maintenance and Response Contractor will be Principal Contractor for all work they undertake unless instructed otherwise by the Highways England Service Manager

Applicant companies should note that Highways England may consider amending the duties listed above and may remove or amend these as appropriate during the contract period.

A Tender Conference will be held on Monday 10 August 2015 at The Thistle Birmingham City Centre, The Royal Angus, St Chad's Queensway, Birmingham B4 6HY from 10:00 - 13:00 hrs. In order to register an interest and attend please advise attendance (max 2 people) to the Procurement Officer named at I.1 via BravoSolutions by 15:00hrs on Tuesday 4 August 2015

A conducted tour of the depots on 17/18 August will be available upon request. (limit of 1 person per supplier)

II.1.6) Common procurement vocabulary (CPV)

| | Main vocabulary | Supplementary vocabulary if applicable |
|----------------------|-----------------|--|
| Main object | 45233139 | |
| Additional object(s) | 45233130 | |

| | | |
|--|-----------------|--|
| | 45233140 | |
| | 45233141 | |
| | 71300000 | |
| | 45233210 | |
| | 45310000 | |

II.1.7) Information about Government Procurement Agreement (GPA)

The contract is covered by the Government Procurement Agreement (GPA)

yes

II.1.8) Lots (for information about lots, use Annex B as many times as there are lots)

This contract is divided into lots:

no

II.1.9) Variants will be accepted

no

II.2) Quantity or scope of the contract

II.2.1) Total quantity or scope: (including all lots, renewals and options, if applicable)

The Service Period for the maintenance and response contract is for a duration of 15 years. Therefore, to continually ensure the validity and appropriateness of the community objectives, the scope, costs and also that the contractor remains the “right fit” for Highways England and the Community, 3 yearly Service Review Periods have been introduced. The Contractors Accepted Plan will be modified at these periods to ensure the contractor understands and is committed to provide a service to reflect Highways England’s changing aims and expectations over the service period.

(if applicable, give figures only) Estimated value excluding VAT:

or Range: between

15000000

and

35000000

Currency:

GBP

II.2.2) Options (if applicable)

no

(if yes) Description of these options:

(if known) Provisional timetable for recourse to these options:

in months:

or in days: (from the award of the contract)

II.2.3) Information about renewals (if applicable)

This contract is subject to renewal

no

Number of possible renewals: (if known)

or

Range: between

and

(if known) In the case of renewable supplies or service contracts, estimated timeframe for subsequent contracts:

in months:

or in days (from the award of the contract):

II.3) Duration of the contract or time limit for completion

Duration in months:

or in days: (from the award of the contract)

or Starting (dd/mm/yyyy)

15/02/2016

Completion (dd/mm/yyyy)

30/06/2031

Section III: Legal, economic, financial and technical information

III.1) Conditions relating to the contract

III.1.1) Deposits and guarantees required: (if applicable)

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them

Lump sum duties; monthly payments.

Other management and technical services: on a scheduled payment basis or cost reimbursable.

Full details of the payment mechanisms will be included in the contract documents.

III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded: (if applicable)

(i) For Unincorporated Joint Ventures it will be necessary for each member of the group to sign an undertaking that they will be jointly and severally bound for the due performance of the contract.

(ii) For Single Legal Entities/Incorporated Joint Ventures submitting an acceptable offer, the consortium must provide a Corporate statement of intent to form itself into a single legal entity before any contract can be awarded.

The Contractor must state in its interest to this Notice whether it is an Incorporated Joint Venture (stating the date of Incorporation) or an Unincorporated Joint Venture (Joint and Several Liability). In the case of an Unincorporated Joint Venture (Joint and Several Liability) the Contractor must also confirm the names of all the contracting entities with the Employer.

III.1.4) Other particular conditions (if applicable)

The performance of the contract is subject to particular conditions

yes

(if yes) Description of particular conditions:

A Parent Company Guarantee will be required where the financial assessment of the applicant does not meet the required level stated for the contract. In the event of an applicant not meeting the minimum financial criteria, and where a parent company structure exists, a parent company guarantee will be required from the controlling parent company that meets the minimum required financial assessment criteria. This may potentially result in escalation up to the ultimate parent or failure of financial assessment where the ultimate parent company does not meet the financial assessment criteria.

For a joint and severable liable joint venture each constituent of the joint venture shall meet at least 60% of the financial standing stated for this contract, or where a parent company structure exists, a parent company guarantee will be required from the controlling parent company that meets the minimum required financial assessment criteria.

Where an incorporated joint venture is proposed, Parent Company Guarantees will be required

III.2) Conditions for participation

III.2.1) Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers

Information and formalities necessary for evaluating if the requirements are met:

1. The supplier must declare if it or any of its directors any other person who has powers of representation, decision or control of the supplier has been convicted of any of the following offences–

(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA

((b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889(20) or section 1 of the Prevention of Corruption Act 1906(21), where the offence relates to active corruption;

(c) the offence of bribery, where the offence relates to active corruption;
(ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010(22);

(d) fraud, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities(23), within the meaning of–

(i) the offence of cheating the Revenue;

(ii) the offence of conspiracy to defraud;

(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;

(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;

(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979(31) or section 72 of the Value Added Tax Act 1994;

(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968(34) or section 19 of the Theft Act (Northern Ireland) 1969;

(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or

(ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;

(e) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;

(ea) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;

(eb) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

(f) any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State

Highways England shall treat as ineligible and shall not select a supplier has been convicted of any of the above offences

Highways England may apply to the relevant competent authority to obtain further information regarding the supplier and in particular details of convictions of the offences listed above if it considers it needs such information to decide on any exclusion referred to above.

In any case where supplier or its directors or any other person who has powers of representation, decision or control has been convicted of an offence described in paragraph (1), Highways England may disregard the prohibition described there if it is satisfied that there are overriding requirements in the general interest which justify doing so in relation to that economic operator in order to maintain or enable sufficient competition.

2. The Supplier must declare if any of the following (a) to (j) it or any of its directors any other person who has powers of representation, decision or control of the supplier is applicable. Highways England shall consider a supplier as ineligible or decide not to select supplier in accordance with the Procurement Regulations on one or more of the following grounds , namely that the economic operator or any of its directors any other person who has powers of representation, decision or control of the economic operator (supplier) –

(a) being an individual is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for

creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;

(b) being a partnership constituted under Scots law has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate;

(c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of the above procedures or is the subject of similar procedures under the law of any other state;

(d) has been convicted of a criminal offence relating to the conduct of his business or profession;

(e) has committed an act of grave misconduct in the course of his business or profession;

(f) has not fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;

(g) has not fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the supplier is established;

(h) is guilty of serious misrepresentation in providing any information referred to within regulation or regulation 24, 25, 26 or 27 (of the Public Contracts Regulations 2006 as amended), or has not provided such information in response to a request by the contracting authority

(i) in relation to procedures for the award of a public services contract, is not licensed in the relevant State in which he is established or is not a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member; or

[(j)subject to Regulation 23 paragraphs (7), (8) and (9) of the Public Contracts Regulations 2006, as amended, is not registered on the professional or trade register of the relevant State specified in Schedule 6 in which he is established under conditions laid down by that State]

III.2.2) Economic and financial ability

Information and formalities necessary for evaluating if the requirements are met: Contractors or Incorporated Joint Ventures (Single Legal Entities) submitting a tender should provide their Constructionline registration number. For unincorporated Joint Ventures submitting a tender each member of the group should provide their individual Constructionline registration number. Constructionline is the UK Government's national pre-qualification register for construction contractors and consultants. If an economic operator is not registered with Constructionline we require two years audited accounts or another element as outlined within the tender documents.

Minimum level(s) of standards possibly required: (if applicable)

III.2.3) Technical capacity

Information and formalities necessary for evaluating if the requirements are met: Please refer to the Tender Documents - Selection Questionnaire for full details

Minimum level(s) of standards possibly required: (if applicable)

III.2.4) Information about reserved contracts (if applicable)

- The contract is restricted to sheltered workshops

- The execution of the contract is restricted to the framework of sheltered employment programmes

III.3) Conditions specific to services contracts

III.3.1) Information about a particular profession

no

(if yes) Reference to the relevant law, regulation or administrative provision:

III.3.2) Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service

Section IV: Procedure

IV.1) Type of procedure

IV.1.1) Type of procedure

Open

Justification for the choice of accelerated procedure:

Some candidates have already been selected (if appropriate under certain types of negotiated procedures)

(if yes, provide names and addresses of economic operators already selected under Section VI.3 Additional information)

Justification for the choice of accelerated procedure:

IV.1.2) Limitations on the number of operators who will be invited to tender or to participate (restricted and negotiated procedures, competitive dialogue)

Envisaged number of operators

or Envisaged minimum number

and (if applicable) maximum number

Objective criteria for choosing the limited number of candidates:

N/A

IV.1.3) Reduction of the number of operators during the negotiation or dialogue (negotiated procedure, competitive dialogue)

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated

IV.2) Award criteria

IV.2.1) Award criteria (please tick the relevant box(es))

The most economically advantageous tender in terms of

the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

| | Criteria | Weighting |
|--|----------|-----------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

IV.2.2) An electronic auction will be used

no

(if yes, if appropriate) Additional information about electronic auction:

IV.3) Administrative information

IV.3.1) File reference number attributed by the contracting authority: (if applicable)

IV.3.2) Previous publication(s) concerning the same contract

yes

if yes

Notice number in the OJEU:

2015/S 092-164610

of (dd/mm/yyyy)

13/05/2015

Other previous publications (if applicable)

Notice number in the OJEU:

of (dd/mm/yyyy)

Notice number in the OJEU:

of (dd/mm/yyyy)

IV.3.3) Conditions for obtaining specifications and additional documents or descriptive document in the case of a competitive dialogue

Time limit for receipt of requests for documents or for accessing documents

Date (dd/mm/yyyy):

Time

Payable documents

(if yes, give figures only) Price:

Currency

Terms and method of payment:

IV.3.4) Time limit for receipt of tenders or requests to participate

Date (dd/mm/yyyy):

25/09/2015

Time:

12:00

IV.3.5) Date of dispatch of invitations to tender or to participate to selected candidates (if known, in the case of restricted and negotiated procedures, and competitive dialogue)

27/07/2015

Language(s) in which tenders may be drawn up

ES CS DA DE ET EL EN FR IT LV LT HU MT NL PL PT SK SL FI SV BG GA RO

IV.3.7) Minimum time frame during which the tenderer must maintain the tender

until: (dd/mm/yyyy)

or Duration in months:

or in days (from the date stated for receipt of tender):

210

IV.3.8) Conditions for opening tenders

Date (dd/mm/yyyy):

Time:

Official name

National ID

For the attention of

Postal address

Town

Postal code

Country

(if applicable) Place:

Persons authorised to be present at the opening of tenders (if applicable)

List of person

Section VI: Complementary information

VI.1) This is a recurrent procurement (if applicable)

no

(if yes) Estimated timing for further notices to be published:

VI.2) The contract is related to a project and/or programme financed by European Union funds

no

(if yes) Reference to project(s) and/or programme(s):

VI.3) Additional information: (if applicable)

The Contracting Authority intends to use an eTendering system in this procurement exercise and reserves the right to use a reverse auction. Suppliers Instructions How to take part in this Tender:

1. Register your company on the eSourcing portal (this is only required once) - Browse to the eSourcing Portal: <https://highways.bravosolution.co.uk> and click the link to register - Accept the terms and conditions and click 'continue' - Enter your correct business and user details - Note the username you chose and click 'Save' when complete - You will shortly receive an email with your unique password (please keep this secure).
2. Express an Interest in the tender - Login to the portal with the username/password - Click the 'PQQs/ITTs Open to All Suppliers' link. (These are Pre- Qualification Questionnaires or Invitations to Tender open to any registered supplier) - Click on the relevant PQQ/ITT to access the content - Click the 'Express Interest' button at the top of this page - This will move the PQQ/ITT into your 'My PQQs/ My ITT's page. (This is a secure area reserved for your projects only) - You can now access any attachments by clicking the 'Buyer Attachments' in the 'PQQ/ITT Details box.
3. Responding to the tender - Click 'My Response' under 'Pqq/ITT Details' , you can

choose to 'Create Response' or 'Decline to Respond' (please give a reason if declining) – You can now use the 'Messages' function to communicate with the buyer and seek any clarification – Note the deadline for completion, then follow the onscreen instructions to complete the PQQ/ITT – There may be a mixture of online and offline actions for you to perform (there is detailed online help available) You must then submit your reply using the 'Submit Response' button at the top of the page. If you require any further assistance please consult the online help, or contact the eTendering help desk.

The successful tenderer will be required to sign the Highways England Fair Payment Charter as a condition of acceptance of their tender.

As a supplier/organisation looking to bid for public sector contracts you should be aware that tender documentation for contracts over 10,000 GBP will be published on a single website and made available to the public. You should also be aware that if your bid is successful the resulting contract will be published. In some circumstances, limited redactions will be made to tender documentation and/or contracts before they are published in order to comply with existing law, to protect commercial interests and for the protection of national security.

Highways England are committed to ensuring public sector procurement is used, where possible, to promote skills training and open up apprenticeship opportunities on public sector projects and programmes. To support this commitment Highways England Board has agreed a target to have one apprenticeship created for every £20m spent through a contract. Highways England Board has identified that the Supplier identified to deliver this contract are expected to contribute in delivering this target.

This procurement falls within the scope of HM Revenue and Customs' Construction Industry Scheme. The successful Contractor will be appointed to fulfil the duties of Principal Contractor and CDM Co-ordinator under the Construction (Design and Management) Regulations 2015.

For further details please refer to the Instructions for Tenderers. Applicant companies (including parent companies in the case of Joint Ventures) should be aware that they will not be permitted to hold more than a 33.0% market share of the Highways England network lane kilometres in total, or in any event, more than five of the Highways England's MAC/ ASC/Maintenance & Response contracts. This is to protect the public's interest, in particular to ensure the resilience of the Highways England network. Tendering opportunities for applicant companies may therefore be limited on this basis. Please note that the proportion of Highways England network (calculated against total HE network lane length including hard shoulder but excluding slip roads, roundabouts and ox-bow lay-bys) for each MAC/ASC Area is as follows:

Area 1 = 2.95%; Area 2 = 7.8%; Area 3 = 8.02%; Area 4 = 5.7%; Area 6 = 6.09%; Area 7 = 9.4%; Area 8 = 4.71%;

Area 9 = 11.21%; Area 10 = 9.6%; Area 12 = 7.74%; Area 13 = 5.44%; Area 14 = 3.54%.

With reference to the market share limit, applicant companies are asked to note that

Highways England will take into account the potential for applicant companies being awarded this Area 7 Maintenance & Response Contract or any asset support contracts, being tendered for. In the event that the market share limit could be breached Highways England will advise the applicant company at the appropriate time and the applicant company will be given the option to continue with their tender at their own cost and risk. Highways England will then apply market share test described in the Instructions for Tenderers as part of the Stage 1 tender assessment to determine whether any of the tenderers, if awarded the contract, would exceed their market share limit. If so, then Highways England will not consider their tender any further.

From 1st October 2014, the Government is introducing its new Cyber Essentials Scheme. Government has developed Cyber Essentials, in consultation with industry, to mitigate the risk from common internet based threats.

It will be mandatory for new Central Government contracts, which feature characteristics involving the handling of personal data and ICT systems designed to store or process data at the OFFICIAL level of the Government Security Classifications scheme (link below), to comply with Cyber Essentials.

<https://www.gov.uk/government/publications/government-security-classifications>

All potential tenderers for Central Government contracts, featuring the above characteristics, should make themselves aware of Cyber Essentials and the requirements for the appropriate level of certification. The link below to the Gov.uk website provides further information:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

The tenderer with the most economically advantageous tender will be required to sign the Highways England Fair Payment Charter as a condition of acceptance of their tender.

The estimated range of values quoted in Section II.2.1 are per annum figures.

In accordance with clauses 53 and 54 of the contract Highways England intends to work with the winning bidder, post award of contract, to explore opportunities for further efficiencies and improvements which may exist. Such discussions will take place during the mobilisation period.

Highways England reserve the right to invite or not invite variant bids at their sole discretion. Further information will be set out in the Tender Documents. Contract dates stated are indicative, and may be subject to change.

VI.4) Procedures for appeal

VI.4.1) Body responsible for appeal procedures

| | | |
|-------------------------|-------------|---------|
| Official name | National ID | |
| Postal address | | |
| Town | Postal code | Country |
| E-mail | Telephone | |
| Internet address: (URL) | Fax | |

Body responsible for mediation procedures (if applicable)

| | | |
|-------------------------|-------------|---------|
| Official name | National ID | |
| Postal address | | |
| Town | Postal code | Country |
| E-mail | Telephone | |
| Internet address: (URL) | Fax | |

VI.4.2) Lodging of appeals (please fill in heading VI.4.2 or if need be, heading VI.4.3)

Precise information on deadline(s) for lodging appeals:

Highways England will incorporate a minimum 10 day standstill period at the point information on award of the contract is communicated to tenderers. Appeals should be lodged in accordance with the Public Contracts Regulations 2015 (SI 2006 No 5) as

amended.

VI.4.3) Service from which information about the lodging of appeals may be obtained

| | | |
|-------------------------|-------------|---------|
| Official name | National ID | |
| Postal address | | |
| Town | Postal code | Country |
| E-mail | Telephone | |
| Internet address: (URL) | Fax | |

VI.5) Date of dispatch of this notice (dd/mm/yyyy):

27/07/2015

Annex A

Additional addresses and contact points

