

Redactions made under FOIA 2000 exemptions sec 40: personal info and sec 43: commercial.

Our ref:
Your ref:

Redacted
The Cube
199 Wharfside Street
Birmingham B1 1RN

Direct Line: Redacted
17 May 2016

North Midland Construction Plc
Nunn Close
Huthwaite
Nottinghamshire
NG17 2HW

Sent via Bravo

For the attention of Redacted

OFFICIAL – SENSITIVE

**AREA 7 CONSTRUCTION WORKS FRAMEWORK
Lot 5: General Civil Engineering**

OJEU Ref: 2015/S 186-336527

Dear Redacted

I am directed by Highways England Company Limited to inform you that your Offer dated 11 December 2015 for carrying out the above named contract, is accepted in respect of your proposals for completion in accordance with the Terms and Conditions of the Contract.

Your Tender as amended and amplified by the following documents:-

Amendment No.	Description	Date
1	Area 7 CWF FI Annex H5A Issue 1 Revision 1 Area 7 CWF FI Annex G7A Issue 1 Revision 1 Area 7 CWF FI Annex G1A Issue 1 Revision 1 Area 7 CWF IfT Issue 1 Revision 1 Annex D Section F – Selection Questionnaire Area 7 CWF IfT Annex D - Selection Questionnaire Issue 1 Revision 1 Area 7 CWF FI Annex G1B Issue 1 Revision 0	05/10/2015
2	Area 7 CWF IfT Issue 1 Revision 2 Area 7 CWF Financial Submission Workbook Revision 1	12/10/2015

3	<p>Area 7 CWF FI Annex G7A Issue 1 Revision 2</p> <p>Area 7 CWF Z clauses (Framework) Issue 1 Revision 1</p> <p>Area 7 CWF Method of Measurement Issue 1 Revision 1</p> <p>Area 7 CWF Specification Issue 1 Revision 1</p> <p>Area 7 CWF FI Annex G1A Issue 1 Revision 2</p> <p>Area 7 CWF FI Annex Gen3 Issue 1 Revision 1</p> <p>Area 7 CWF 2015 10 14 Network Occupancy Requirements v1.1</p> <p>FI Annex Gen3 - IAM IS Interface Document Set</p> <p>FI Annex Gen3 - Bentley_TSG_User_Guide</p> <p>FI Annex Gen3 - IAM IS Technical Specification v0.3</p> <p>Area 7 CWF Contract Data Issue 1 Revision 1</p> <p>Area 7 CWF IfT Issue 1 Revision 3</p> <p>Area 7 CWF IfT Annex D - Selection Questionnaire Issue 1 Revision 2</p>	20/10/2015
4	<p>Area 7 CWF IfT Issue 1 Revision 4</p> <p>Area 7 CWF Z clauses (TSC) Issue 1 Revision 1</p> <p>Area 7 CWF Framework Information Issue 1 Revision 1</p> <p>Area 7 CWF Financial Submission Workbook Revision 2</p> <p>Area 7 CWF Contract Form of Parent Company Guarantee Issue 1 Revision 0</p>	23/10/2015
5	<p>Area 7 CWF IfT Issue 1 Revision 5</p> <p>Area 7 CWF IfT Annex D - Selection Questionnaire Issue 1 Revision 3</p> <p>Area 7 CWF IfT Annex E - Table E3 Health & Safety Statement Issue 1 Revision 0</p> <p>Area 7 CWF Z clauses (Framework) Issue 1 Revision 2</p> <p>Area 7 CWF Z clauses (PSC) Issue 1 Revision 1</p> <p>Area 7 CWF Z clauses (TSC) Issue 1 Revision 2</p> <p>Area 7 CWF Contract Data Issue 1 Revision 2</p> <p>Area 7 CWF Framework Information Issue 1 Revision 2</p> <p>Area 7 CWF FI Annex Gen4 Issue 1 Revision 1</p>	30/10/2015
6	<p>Area 7 CWF IfT Issue 1 Revision 6</p> <p>Area 7 CWF Contract Data Issue 1 Revision 3</p> <p>Area 7 CWF Framework Information Issue 1 Revision 3</p> <p>Area 7 CWF FI Annex Gen5 Issue 1 Revision 0</p> <p>Area 7 CWF Financial Submission Workbook Revision 3</p> <p>Area 7 CWF Method of Measurement Issue 1 Revision 2</p> <p>Area 7 CWF Specification Issue 1 Revision 2</p>	06/11/2015
7	<p>Area 7 CWF FI Annex Gen4 Issue 1 Revision 2</p> <p>Area 7 CWF FI Annex G3.B Issue 1 Revision 1</p> <p>Area 7 CWF IfT Issue 1 Revision 7</p> <p>Area 7 CWF Financial Submission Workbook Revision 4</p> <p>Area 7 CWF Specification Issue 1 Revision 3</p> <p>Area 7 CWF FI Annex Gen3 Issue 1 Revision 2</p> <p>Area 7 MR Concept of Delivery v1.1</p> <p>Data Handling Policy - Supply Chain Version V3</p>	16/11/2015

8	Area 7 CWF IfT Issue 1 Revision 8 Area 7 CWF IfT Annex D - Selection Questionnaire Issue 1 Revision 4 Area 7 CWF IfT Annex D - Reference Contract Data Sheet Issue 1 Revision 0 Area 7 CWF FI Annex Gen3 Issue 1 Revision 3 Annex A & C 97_15 - Live Carriageway Crossing and Live Lane Working Annex B 97_15 - Live Carriageway Crossing and Live Lane Working - Data Entry Sheet Area 7 CWF FI Annex Gen4 Issue 1 Revision 3 Area 7 CWF FI Annex G1B Issue 1 Revision 1 Area 7 CWF FI Annex G3.B Issue 1 Revision 2 Area 7 CWF FI Annex G5A Issue 1 Revision 1 Area 7 CWF Framework Information Issue 1 Revision 4 Area 7 CWF Contract Data Issue 1 Revision 4 Area 7 CWF Contract Data Part 2 Issue 1 Revision 1 Area 7 CWF Contract Data - Additional Issue 1 Revision 1 Area 7 CWF Z clauses (TSC) Issue 1 Revision 3 Area 7 CWF Z clauses (PSC) Issue 1 Revision 2 Area 7 CWF Z clauses (Framework) Issue 1 Revision 3 Area 7 CWF Financial Submission Workbook Revision 5 Area 7 CWF Specification Issue 1 Revision 4 Area 7 CWF Method of Measurement Issue 1 Revision 3	25/11/2015
9	Area 7 CWF Z clauses (Framework) Issue 1 Revision 4 Area 7 CWF Framework Information Issue 1 Revision 5 Area 7 CWF Z clauses (TSC) Issue 1 Revision 4 Area 7 CWF Contract Data Issue 1 Revision 5 Area 7 CWF Contract Data - Additional Issue 1 Revision 2 Area 7 CWF Contract Data Part 2 Issue 1 Revision 2 Area 7 CWF IfT Issue 1 Revision 9 Area 7 CWF IfT Annex D - Reference Contract Data Sheet Issue 1 Revision 1	30/11/2015
10	Area 7 CWF Financial Submission Workbook Revision 6	01/12/2015
11	Area 7 CWF Financial Submission Workbook Revision 7	03/12/2015

together with this letter forms a binding contract between yourselves and Highways England.

As agreed in your Tender, I am enclosing two copies of an Agreement by Deed for carrying out this contract. Please seal or sign under hand both copies of the Deed and return both copies to me by [enter date]. We will then apply the Highways England's common seal and return one copy for your retention. (Please note: a Deed executed under hand must be signed by two directors or by one director and the company secretary; if executed by seal, please arrange authentication by a Director and the Company Secretary or by two Directors).

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 Manager Redacted and arrange to supply your Unique Tax Reference (UTR). This will enable Highways England 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.

Please note, a BPA (Blanket Purchase Agreement) number, under Highways England's financial system (SFM) has been created for your company relating to this Contract and will be forwarded to you in due course by the project Manager. You must quote this number on each and every application for payment.

You acknowledge that any documents and information submitted by you as part of your Tender or for validation 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) Validation, 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.

You must treat this letter in confidence until Highways England makes a public announcement. I should also remind you at this time, of the requirements of paras 1.1.8 and 1.1.12 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.

1.1.8 Tenders must be submitted in accordance with these Instructions. Tenders not complying with these Instructions will be rejected by the *Employer* whose decision in the matter will be final. These Instructions will not form part of the proposed contract for each Lot.

1.1.12 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 *Employer*. 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 you are unable or unwilling to comply with this requirement you are 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.

Finally, please acknowledge safe receipt of the letter and its contents via Bravo message.

Redactions made under FOIA 2000 exemptions sec 40: personal info and sec 43:
commercial.

Yours sincerely,
Redacted