

Our ref: itt_3244
Your ref:

FM Conway Ltd

Via Bravo

Sharon Cuff
Procurement Director
The Cube
199 Wharfside Street
Birmingham
B1 1RN

9 May 2018

OFFICIAL – SENSITIVE
NOTIFICATION OF AWARD

PAVEMENTS FRAMEWORK LOT 9 SOUTH EAST (MINOR),
OJEU 2017/S 176-359820

Dear **Redacted**,

I am directed by Highways England Company Limited to inform you that your offer submitted on 20 November 2017, 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 listed in Annex A to this letter 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 **Redacted** at the following address:

Highways England
Lateral
8 City Walk
Leeds
LS11 9AT

Please return this by 6 June 2018. We will then apply the Highways England's common seal and return one copy for your retention. Please note that 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 Leader (**Redacted**) 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 Framework Agreement until this check has been completed.

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.

Please treat the contents of this letter as strictly confidential until Highways England makes a public announcement. I should also remind you at this time, of the requirements of paras 1.1.3 and 1.1.6 of the Instructions for Tenderers (set out below), as they relate to Confidentiality, the relevant extracts are reproduced below. In 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.

1.1.3 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.

1.1.6 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 and must be treated as private and confidential at all times. Tenderers must not disclose the fact that they have been invited to tender 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 the tender. 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 must not release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium.

Finally, please acknowledge safe receipt and understanding of this letter via Bravo Solutions.

Yours sincerely,

Sharon Cuff
Procurement Director

Annex A

Tender Amendments

Tender Amendment Issue 01 – Date of Issue: 19/09/2017
Tender Amendment Issue 02 – Date of Issue: 22/09/2017
Tender Amendment Issue 03 – Date of Issue: 25/09/2017
Tender Amendment Issue 04 – Date of Issue: 27/09/2017
Tender Amendment Issue 05 – Date of Issue: 29/09/2017
Tender Amendment Issue 06 – Date of Issue: 06/10/2017
Tender Amendment Issue 07 – Date of Issue: 13/10/2017
Tender Amendment Issue 08 – Date of Issue: 20/10/2017
Tender Amendment Issue 09 – Date of Issue: 02/11/2017
Tender Amendment Issue 10 – Date of Issue: 09/11/2017
Tender Amendment Issue 11 – Date of Issue: 10/11/2017
Tender Amendment Issue 12 – Date of Issue: 13/11/2017

Post Tender Amendment Issue 01 – Date of Issue: 29/03/2018