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CONTRACT NOTICE

Section I: Contracting authority

Name, addresses and contact point(s)

Official name Highways England		National ID	
Postal address Piccadilly Gate, Store Street			
Town Manchester	Postal code M1 2WD	Country UK	
Contact point(s) For the attention of James Mayer, Marc Ripley		Telephone +44 3004705268	
E-mail Area13and14ALDMprocurement@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

Areas 13 & 14 Maintenance and Response Contracts

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:

Lot 1: M&R Area 13: 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:

Cumbria, Lancashire; M6 between M6 Junction 30 and 31 to M6 Junction 45. M55 from M6 Junction 32 to end of M55 at Junction 4. A585 from M55 Junction 3 to Dock Street, Fleetwood. A590 from M6 Junction 36 up to and including Park Road Roundabout, Barrow in Furness. A66 from County Durham boundary at Stainmore summit to junction with Wilson Street, Workington. A595 from Traffic Signal Controlled Junction at Calder Bridge to A66 Junction at Chapel Brow Roundabout. A74(M) from M6 Junction 45 to

Scottish Border beyond Gretna Interchange. A7 Junction 44 roundabout, A69 junction 43 roundabout.

Supporting Functions: DBFO routes within Area 13.

And may include routes within the Area 13 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.

Highways England may ask the Maintenance and Response Contractor to provide similar services in other Highways England maintenance areas or in support of other highway authorities within England.

The A69 from Carlisle to Newcastle is currently managed under a DBFO contract, which is due to expire in April 2026. Highways England may choose to add all or part of this route to the Maintenance and Response Contract following completion of the DBFO contract.

Lot 2: M&R Area 14: 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:

Northumberland, Tyne and Wear, Durham, North Yorkshire; A1 (M) from Junction 49 A1 (M) at Dishforth (North Yorkshire) to Junction 51 on A1 (M) at Leeming (North Yorkshire). A1 from Junction 51 on A1 (M) at Leeming (North Yorkshire) to Junction 56 on A1 (M) at Barton (North Yorkshire). A1 (M) from Junction 56 Barton (North Yorkshire) to Junction 65 Birtley Interchange (Gateshead). A1 from Junction 65 A1 (M) to Scottish Border. A194(M) from Junction 65 on A1 (M) to Junction A184/A194 White Mare Pool (South Tyneside) entire length. A184 from Junction A184/A194 White Mare Pool to Junction A19 Testo's Roundabout (South Tyneside). A19 from Wallsend Interchange (North Tyneside) to Junction with A1 at Seaton Burn (Northumberland). A696 from Junction A1 Kenton Bar (Newcastle) to Prestwick Roundabout (Northumberland). A195 (M) from Junction 64 on A1 (M) to A195 Western Highway (Gateshead). A66 from Cumbria Boundary to Junction with A1 at Scotch Corner (North Yorkshire). A66 (M) from A1 (M) Junction 57 to Blackwell Roundabout (North Yorkshire). A66 from Blackwell Roundabout (North Yorkshire) to Teesside Park (Stockton-on-Tees). A168 roundabouts and link roads on A1 (M)/A168 Dishforth Interchange (North Yorkshire). A61 roundabouts and link road at Junction 50 A1 (M) Baldersby (North Yorkshire). A6055 roundabouts and link road at Junction 51 A1 (M) Leeming (North Yorkshire). A68 roundabout at Junction 58 A1 (M) Burtree Interchange (Durham). A167 roundabout at Junction 59 Coatham Mundeville (Durham) and at Junction 63 A1 (M) Blind Lane (Durham). A689 roundabout at Junction 60 A1 (M) Bradbury Interchange (Durham). A177 roundabout at Junction 61 A1 (M) Bowburn Interchange (Durham). A690 roundabout at Junction 62 A1 (M) Carrville Interchange (Durham).

Supporting Functions: DBFO routes within Area 14.

And may include routes within the Area 14 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.

Highways England may ask the Maintenance and Response Contractor to provide similar services in other Highways England maintenance areas or in support of other highway authorities within England.

The A69 from Carlisle to Newcastle is currently managed under a DBFO contract, which is due to expire in April 2026. The A168/A19 from Dishforth to Tyne Tunnel is currently managed under a DBFO contract, which is due to expire in February 2027.

Highways England may choose to add all or part of these routes to the Maintenance and Response Contract following completion of the DBFO contracts.

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)

Lot 1: M&R Area 13: 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 13 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 depots and other locations within the Area 13 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 13 June 2016 at the Holiday Inn Darlington

A1 Scotch Corner, Jct A1/A66 Near Darlington, Darlington, Co. Durham DL10 6NR 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 7 June 2016 A conducted tour of the depots on 20/21 June will be available upon request. (limit of 1 person per supplier)

Lot 2: M&R Area 14: 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 14 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 depots and other locations within the Area 14 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 13 June 2016 at the Holiday Inn Darlington A1 Scotch Corner, Jct A1/A66 Near Darlington, Darlington, Co. Durham DL10 6NR 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 7 June 2016 A conducted tour of the depots on 23/24 June 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)	45233141	
	45233130	
	45233140	
	45310000	
	71300000	
	45233210	

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:

☒ yes

(if yes) Tenders may be submitted for

☒ one or more lots

Section Title

Annex B

Information about lots

Lot No:

1

Lot title:

Maintenance and Response Area 13

1) Short description

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 13 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 depots and other locations within the Area 13 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 13 June 2016 at the Holiday Inn Darlington A1 Scotch Corner, Jct A1/A66 Near Darlington, Darlington, Co. Durham DL10 6NR 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 7 June 2016 A conducted tour of the depots on 20/21 June will be available upon request. (limit of 1 person per supplier)

2) Common procurement vocabulary (CPV)

	Main vocabulary	Supplementary vocabulary if applicable
Main object	45233139	
Additional object(s)	45233141	
	45233130	
	45233140	
	45310000	
	71300000	
	45233210	

3) Quantity or scope:

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.

The estimated range of values quoted below are per annum over the total duration of the contract (Lot) 1 Area 13. Estimated value excluding VAT

(if known, give figures only) Estimated cost excluding VAT:

or Range: between

8750000

and

27469398

Currency:

■ GBP

4) Indication about different date for duration of contract or starting/completion (if applicable)

Duration in months:

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

or Starting (dd/mm/yyyy)

Completion (dd/mm/yyyy)

5) Additional information about lots:

The Contracting Authority intends to use an eTendering system in this procurement exercise and reserves the right to use a reverse auction.

Section Title

Annex B

Information about lots

Lot No:

2

Lot title:

Maintenance and Response Area 14

1) Short description

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 14 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 depots and other locations within the Area 14 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 13 June 2016 at the Holiday Inn Darlington A1 Scotch Corner, Jct A1/A66 Near Darlington, Darlington, Co. Durham DL10 6NR 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 7 June 2016 A conducted tour of the depots on 23/24 June will be available upon request. (limit of 1 person per supplier)

2) Common procurement vocabulary (CPV)

	Main vocabulary	Supplementary vocabulary if applicable
Main object	45233139	
Additional object(s)	45233141	
	45233130	
	45233140	
	45310000	
	71300000	
	45233210	

3) Quantity or scope:

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.

The estimated range of values quoted below are per annum over the total duration of the contract (Lot) 2 Area 14. Estimated value excluding VAT.

(if known, give figures only) Estimated cost excluding VAT:

or Range: between

6160000

and

33538379

Currency:

☒ GBP

4) Indication about different date for duration of contract or starting/completion (if applicable)

Duration in months:

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

or Starting (dd/mm/yyyy)

Completion (dd/mm/yyyy)

5) Additional information about lots:

The Contracting Authority intends to use an eTendering system in this procurement exercise and reserves the right to use a reverse auction.

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. The estimated range of values quoted below are per annum over the total duration of the contracts (Lot) 1 Area 13 and (Lot) 2 Area 14 combined. Estimated value excluding VAT

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

or Range: between

14910000

and

61007777

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)

14/12/2016

Completion (dd/mm/yyyy)

31/03/2032

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 on the fight against organised crime;

(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

(c) the common law offence of bribery;

(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;

(e) any of the following offences, 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:

(ei) the offence of cheating the Revenue;

(eii) the offence of conspiracy to defraud;

(eiii) 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;

(eiv) 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;

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

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

(evii) 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 or section 19 of the Theft Act (Northern Ireland) 1969;

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

(eix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

(f) any offence listed-

(fi) in section 41 of the Counter Terrorism Act 2008; or

(fii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;

(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates

to an offence covered by subparagraph (f);

(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;

(i) 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;

(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

(k) an offence under section 59A of the Sexual Offences Act 2003;

(l) an offence under section 71 of the Coroners and Justice Act 2009

(m) 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

(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive–

(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or

(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.

2. The supplier must declare if it has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which their organisation is established (if outside the UK), that their organisation is in breach of obligations related to the payment of tax or social security contributions

3. The Supplier must declare whether any of the following situations currently apply, or have applied in the past three years, to their organisation:

(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;

(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

- (c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;
- (d) your organisation has entered into agreements with other economic operators aimed at distorting competition;
- (e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;
- (f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;
- (g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; For the purposes of this clause Highways England would regard a quality warning notice under any Highways England contract, or an equivalent under any other contract, to be a comparable sanction.
- (h) your organisation–
- (hi) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or
- (hii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or
- (i) your organisation has undertaken to
- (aa) unduly influence the decision-making process of the Highways England, or
- (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or
- (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

4. The Supplier must declare whether any of their company tax returns submitted on or after 1 October 2012 been subject to the following situations:

- (a) Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion;
- (b) Been found to be incorrect as a result of:
 - (bi) HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the “Halifax” abuse principle; or
 - (bii) a tax authority in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the “Halifax” abuse principle; or
 - (biii) the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established.

In any case where a supplier or its directors or any other person who has powers of

representation, decision or control has been convicted of an offence described in paragraphs (1), (2), (3) or (4), 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.

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. Constructionline members are requested to ensure their profile is valid and up to date for the purposes of this tendering process. Bidders who have any queries on their Constructionline profile, or wish to register on Constructionline, should contact Aaron Good on Aaron.Good@capita.co.uk, telephone 07881 354286, or Shaun Lyons on shaun.lyons@capita.co.uk, telephone 07557 748 525. 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

(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:

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

☐ Prior information notice

Notice number in the OJEU:

2016/S 017-024945

of (dd/mm/yyyy)

22/01/2016

Other previous publications (if applicable)

☐ no

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):

02/08/2016

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)

31/05/2016

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
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 'PQs/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 PQs/ 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(s) 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 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 carriageway length excluding hard shoulder, slip roads, roundabouts and ox-bow lay-bys) for each MAC/ASC/M&R Area is as follows: Area 1 = 3.44%; Area 2 = 7.67%; Area 3 = 7.88%; Area 4 = 5.85%; Area 6 = 6.71%; Area 7 = 9.71%; Area 8 = 4.9%; Area 9 = 10.42%; Area 10 = 8.83%; Area 12 = 7.28%; Area 13 = 5.23%; Area 14 = 3.61%

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 either the Area 13 or 14 Maintenance & Response Contract or any other

maintenance & response contracts and 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 introduced its new Cyber Essentials Scheme. Government has developed Cyber Essentials, in consultation with industry, to mitigate the risk from common internet based threats. It is 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 Sections II.1.8 and II.2.1 are per annum figures. In accordance with the terms 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):

25/05/2016

Annex A

Additional addresses and contact points

