



Redacted under section 40 FOIA 2000 exemptions: personal information.

Our ref: itt_3679
Your ref:

Amey OW Limited
The Sherard Building
Edmund Halley Road
Oxfordshire
OX4 4DQ

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

5 October 2018

F.A.O **Redacted**

Via Bravo

OFFICIAL – SENSITIVE
NOTIFICATION OF AWARD

AREA 10 MAINTENANCE AND RESPONSE CONTRACT - OJEU 2018/S 035-075410

Dear **Redacted**,

I am directed by Highways England Company Limited to inform you that your offer submitted on 17 May 2018, 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 will form 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 2 November 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 supply your Unique Tax Reference (UTR). This will enable the Agency to check your CIS registration with HMRC and deduct the correct tax from payments as appropriate. You are reminded that in accordance with the Inland Revenue's Construction Industry Scheme's Regulations, Highways England is not permitted to make payment under the contract until this check has been completed.

You acknowledge that any documents and information submitted by you as part of your Tender or for 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 any public announcement. I should also remind you at this time, of the requirements of paragraphs 1.1.4 and 1.1.7 of the Instructions for Tenderers, as they relate to Confidentiality, the relevant extracts are reproduced below. In the light of recent cases where there has been press reporting in advance of contract award or announcement it is especially important that these conditions are adhered to and that full confidentiality is maintained.

1.1.4 Tenders must be submitted in accordance with these Instructions. Tenders not complying with these Instructions may be rejected by the Highways Agency whose decision in the matter will be final.

1.1.7 The contents of these Instructions and of any other documentation sent to Tenderers in respect of this tender process are provided on the basis that they remain the property of Highways England. Tenderers must not release information concerning the tender documents for publication in the press or on radio, television, screen or any other medium. Tenderers must not disclose the fact that they are tendering or release details of the tender documents, other than on an "in confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing their tender response. If 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 and understanding of this letter via Bravo Solutions.

Yours sincerely,

Sharon Cuff
Procurement Director

Annex A

Tender Amendments

Tender Amendment 1 – Issued 09 March 2018
Tender Amendment 2 – Issued 09 March 2018
Tender Amendment 3 – Issued 16 March 2018
Tender Amendment 4 – Issued 23 March 2018
Tender Amendment 5 – Issued 04 April 2018
Tender Amendment 6 – Issued 09 April 2018
Tender Amendment 7 – Issued 25 April 2018
Tender Amendment 8 – Issued 03 May 2018
Tender Amendment 9 – Issued 10 May 2018