

# Short Contract

**A contract between** The Secretary of State for Health acting through the Medicines and  
Healthcare products Regulatory Agency

**and** Commercial Services UK

**For** Installation of MSC in CL4

**Reference** C199159

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**Notes about this contract are printed in boxes like this one. They are not part of the contract.**

# CONTRACT DATA

The *Employer* is

Name Medicines and Healthcare products Regulatory Agency  
Address Blanche Lane, South Mimms, Potters Bar, Hertfordshire, EN6 3QG.  
Telephone [REDACTED]  
E-mail address [REDACTED]

The *works* are Installation of MSC in CL4

The *site* is Blanche Lane, South Mimms, Potters Bar, Hertfordshire, EN6 3QG.

The *starting date* is For the installation is 30th October 2023

The *completion date* is 17<sup>th</sup> November 2023

The *period for reply* is 2 weeks.

The *defects date* is 52 weeks after Completion.

The *defect correction period* is 2 weeks.

The *assessment day* is the 1<sup>st</sup> of each month.

The *retention* is [REDACTED]

Does the United Kingdom Housing Grants, Construction and  
Regeneration Act (1996) apply? No

The *Adjudicator* is

Name .....  
Address .....  
Telephone ..... Fax .....  
E-mail address .....

# Contract Data

The interest rate on late payment is ..... % per complete week of delay.

**Insert a rate only if a rate less than 0.5% per week of delay has been agreed.**

The Contractor is not liable to the Employer for loss of or damage to the Employer's

property in excess of [REDACTED] for any one event.

The Employer provides this insurance **Only enter details here if the Employer is to provide insurance.**

.....  
.....

The minimum amount of cover for the third insurance stated in the Insurance Table is [REDACTED]

The minimum amount of cover for the fourth insurance stated in the Insurance Table is [enter amount]

The Adjudicator nominating body is .....

The tribunal is .....

If the tribunal is arbitration, the arbitration procedure is .....

The conditions of contract are the NEC3 Engineering and Construction Short Contract April 2013 and the following additional conditions

**Only enter details here if additional conditions are required.**

## Z1 Official Secrets and confidentiality

- Z1.1 The Official Secrets Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract from the starting date until the Defects Certificate or a termination certificate has been issued.
- Z1.2 The Contractor notifies his employees and his Subcontractors of their duties under these Acts.
- Z1.3 The Contractor does not use or disclose information concerning the contract obtained either by the Contractor or by any person employed by him except for the purposes of the contract.

## Z2 Security

- Z2.1 The Contractor submits to the Project Manager details of people who are to be employed by him and his Subcontractors in connection with the works. The details include a list of names and addresses, the capacities in which they are employed, and other information required by the Project Manager.
- Z2.3 Employees of the Contractor and his Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.
- Z2.4 The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required. The Project Manager issues the passes to the Contractor. Each pass is returned to the Project Manager when the employee no longer requires access to that part of the Site or after the Project Manager has given notice that the employee is not to be admitted to the Site.
- Z2.5 The Contractor does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the Employer.

Z2.6 The Contractor takes the measures needed to prevent his and his Subcontractors' people taking, publishing or otherwise circulating such photographs.

**Z3 Payment of undisputed invoices within 30 days by contracting authorities [Employers], contractors and subcontractors – Public Contracts Regulations 2015, Regulation 113**

Z3.1 That any payment due from the Employer to the Contractor under the contract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed.

Z3.2 Any invoices for payment submitted by the contractor are considered and verified by the Employer in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed.

Z3.3 That any subcontract awarded by the contractor contains suitable provisions to impose, as between the parties to the subcontract—

- (i) requirements to the same effect as those which sub-paragraphs Z5.1 and Z5.2 require to be imposed as between the parties to the public contract; and
- (ii) a requirement for the subcontractor to include in any subcontract which it in turn awards suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those required by this sub-paragraph Z5.3.

**Z4 Orders and Invoicing**

Z4.1 All orders for goods, requests for planned preventative maintenance, reactive maintenance and replacement parts must be subject to a purchase order from the Employer.

Z4.2 All invoices must state the Employers purchase order number, otherwise the invoice will be returned to the supplier.

Z4.3 A single invoice must only relate to a single purchase order (PO). The employer cannot process invoices against multiple POs.

**Z5 UK General Data Protection Regulation (Regulation 2016/679) – “UK GDPR”**

Z5.1 DEFINITIONS:

**Data Protection Legislation:** (i) the UK GDPR, and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

**Data Protection Impact Assessment:** An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer:** take the meaning given in the UK GDPR.

**Sub-processor:** Any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement

**Data Loss Event:** Any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

**Data Subject Request:** A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**DPA 2018:** Data Protection Act 2018

**UK GDPR:** the UK General Data Protection Regulation (Regulation 2016/679)

**Joint Controllers:** Where two or more Controllers jointly determine the purposes and means of processing

**Protective Measures:** Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be

# Contract Data

## The Contractor's Offer

The Contractor is

Name Commercial Services UK  
Address Unit G Gateway 1000 Arlington Business Park, Stevenage, Herts, SG1 2FP  
Telephone [REDACTED]  
E-mail address [REDACTED]

The percentage for overheads and profit added to the Defined Cost for people is xx %.

The percentage for overheads and profit added to other Defined Cost is xx %.

The Contractor offers to Provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices is £36,134.70

**Enter the total of the Prices from the Price List.**

Signed on behalf of the Contractor

Name [REDACTED]

Position [REDACTED]

Signature [REDACTED]

Date [REDACTED]

## The Employer's Acceptance

The Employer accepts the Contractor's Offer to Provide the Works

Signed on behalf of the Employer

Name [REDACTED]

Position [REDACTED]

Signature [REDACTED]

Date [REDACTED]

# Contract Data

## Price List

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

[REDACTED]

**The total of the Prices**

£36,134.70

# Contract Data

## Works Information

The Works Information should be a complete and precise statement of the Employer's requirements. If it is incomplete or imprecise there is a risk that the Contractor will interpret it differently from the Employer's intention. Information provided by the Contractor should be listed in the Works Information only if the Employer is satisfied that it is required, is part of a complete statement of the Employer's requirements and is consistent with the other parts of the Works Information.

### 1 Description of the *works*

Give a detailed description of what the Contractor is required to do and of any work the Contractor is to design.

[REDACTED]

### 2 Drawings

List the drawings that apply to this contract.

[List any drawings here]

# Contract Data

## Works Information

### 3 Specifications

**List the specifications which apply to this contract.**

"Government Buying Standards", must be applied to any areas of the specification which fall under these standards. These standards have been endorsed by the Coalition Government and all central government departments and their related organisations must ensure that they meet these minimum mandatory specifications when buying products and services. The link to the standards is:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Article 6 of the Energy Efficiency Directive 2012/27/EU on energy-efficient public procurement must be applied to any areas of the specification which fall under these standards. These standards have been endorsed by the Coalition Government and all central government departments and their related organisations must ensure that they meet these minimum mandatory specifications when buying products and services. The link to the guidance is:

<https://www.gov.uk/government/publications/procurement-policy-note-0115-implementing-energy-efficiency-directive-article-6-further-information>

[Add additional specification information here]

### 4 Constraints on how the Contractor Provides the Works

**State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the Employer.**

[Add additional constraints here]

# Contract Data

## Works Information

### 5 Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the works is intended to be at their Completion as defined in clause 11.2(1).

[Add additional programme information here]

### 6 Services and other things provided by the *Employer*

Describe what the Employer will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

#### Isolations

The Employer will isolate all services as necessary; permits will be issued to cover all the scope of works.

#### Facilities

The site has toilets, power and water which will be provided to the Contractor with the Employer's permission. The site also has a staff restaurant that the Contractors staff may use subject to persons being properly dressed (no bare torsos or shorts) and in clean clothing.

[Add additional service information here]

# Contract Data

## Site Information

**Give information about the site such as the ground conditions and any other information which is likely to affect the Contractor's work such as limitations on access and the position of adjacent structures.**

### **Location**

Blanche Lane, South Mimms, Potters Bar, Hertfordshire EN6 3QG, UK. [REDACTED]

Although not far from the M25-A1(M) South Mimms interchange, the site is in a substantially rural setting on a relatively steep slope facing south east. There is a conservation area to the north and the natural topography drains down the fall slope to watercourses beyond the southern lower boundary. The site of approximately 13 acres (5.3 hectares) has been terraced to provide level building platforms.

### **Permit to Work**

The Employer operates a permit to work, areas covered by these permits include general permits, electricity working, hot works, working at height and decontamination certificates. All permits will be issued as necessary by the Employer. No work is to be commenced without the possession of the relevant permit to work.

There are no health risks to contractors' personnel from the Employers activities as long as the Employers controls are complied with fully. There is a site induction that every member of the Contractors staff must complete before working on site.

The Employer will continue to operate normally in the building. However, it will be necessary for some operational areas to be vacated for periods of time to allow works to be carried out. The Contractor will be required to liaise with the Employer so that a programme can be established to suit operational requirements. Access to all areas for Employers personnel must be maintained at all times, unless alternative arrangements have been made with the client.

The Contractor must ensure that his operations do not pose any risk to the Employers personnel or visitors to the complex. Confirm you understand and will comply this requirement.

### **Asbestos**

An Asbestos Register for the site was compiled in 2003/2004, 2009 and updated 2010. This register is available on request. It should be noted that the asbestos survey may not have identified all the asbestos containing materials in the building and the Contractor's personnel must have received asbestos awareness training and proceed with caution.

### **Noise, dust, vibration**

Due to the nature of the site, it is essential that full consultation with The Employer is carried out prior to a detailed forward planning schedule being drawn up. This is due to the sensitive nature of the Scientific work and equipment used / carried out on site.

### **Storage**

Storage of materials and tools, The Employer is very limited on internal space and therefore all material and tools will need to be stored in an area designated by the Project Engineer, or external storage provided by the contractor.

[Add additional site information here]

