

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 **WiFi Hardware Intallation**

Reference **C152233**

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

Name The *Employer* is
Medicines and Healthcare products Regulatory Agency

Address Blanche Lane, South Mimms, Potters Bar, Hertfordshire, EN6 3QG.

Telephone
01707 641 000

E-mail address
purchasing@nibsc.org.

The works are
WiFi Hardware Intallation

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

The starting date is 2nd July 2023

The completion date is 1st September 2023

The period for reply is 52 weeks.

The defects date is 2 weeks after Completion.

The defect correction period is 1st weeks.

The assessment day is the of each month.

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 **£5,000,000.00** 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 **£1,000,000.00**

The minimum amount of cover for the fourth insurance stated in the

Insurance Table is **£1,000,000.00**

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 must include a list of names, email addresses and telephone number and other information required by the Project Manager. They will be required to undertake a Baseline Security Clearance check.
- Z2.2 Contractors are required to display a photographic ID pass issued by Site Security at all times. This must be returned to Security every time the contractor leaves site.
- Z2.3 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.

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

Z2.4 Payment of undisputed invoices within 30 days by contracting authorities [Employers], contractors and subcontractors – Public Contracts Regulations 2015, Regulation 113

Z2.5 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 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.

Z3.1 That any subcontract awarded by the contractor contains suitable provisions to impose, as between the parties to the subcontract—

Z3.2 (i) requirements to the same effect as those which sub-paragraphs Z3.1 and Z3.2 require to be imposed as between the parties to the public contract; and

Z3.3 (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 Z3.3.

Z4 Orders and Invoicing

Z4.1 All orders subject to an official 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 PO's.

Z5 Disclosure within Government

Z5.1 The Employer may disclose within Government any of the tenderer's documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the tenderer to the agency during this procurement and any subsequent contract. The information will not be disclosed outside Government.

Z6 Mandated Sub-Contractors

Z6.1 The employer is required to use the following suppliers for defined work. The Employer has contracts in place with these suppliers who are required to pass on the Employers contracted rates to the Contractor.

(i) ADT Fire for all required works around the Fire alarm sensors, removals and relocations including but not limited to required updates on our fire alarm systems and graphics.

(ii) Detail Design Engineering for works relating to the employers building management system.

Z7 Reporting

Z7.1 The Contractor will provide management reporting to the employer on a quarterly basis and at the end of the contract. This information will include:

Z7.2 (i) evidence that the requirements of clause Z3 have been complied with.

For projects costing greater than £500,000 contractors must be capable of providing documentary evidence showing:

(i)a that timber provided is compliant with UK Government Timber Procurement Policy.

(i)b that furniture provided meets the requirements of Government Buying Standards.

Z7.3 The contractor will provide details of the total subcontracted spend and copies of any quotes for the suppliers listed in condition Z6.

Z8 Freedom of Information Act (FOIA)

Z8.1 The Employer has obligations and responsibilities under the Freedom of Information Act (FOIA) to disclose, on request, recorded information held by them in connection with this procurement exercise, or with any contract, unless the Employer decides that one of the statutory exemptions under the FOIA applies.

Z8.2 The Employer may also include certain information in the publication scheme which it maintains under the FOIA. In certain circumstances, and in accordance with the Code of Practice issued

	under section 45 of the FOIA or the Environmental Information Regulations 2004, the Employer may consider it appropriate to ask Contractors for their views as to the release of any information before a decision on how to respond to a request is made.
Z8.3	In dealing with requests for information under the FOIA, the Employer must comply with a strict timetable and the agency would, therefore, require a response to any such consultation within five working days.
Z8.4	If Contractors provide any information to the Employer in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, which is confidential in nature and which a Contractor wishes to be held in confidence, then the Contractor must clearly identify the information to which they consider a duty of confidentiality applies.
Z8.5	In certain circumstances where information has not been provided in confidence, the Employer may still wish to consult with the Contractor about the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. The decision as to which information will be disclosed is reserved to the Employer in question, notwithstanding any consultation with the Contractor.

Contract Data

The *Contractor's* Offer

The *Contractor* is

Name **Commercial Services UK Ltd**
Address **Unit G, Gateway 1000, Arlington Business Park, Whittle Way, Stevenage, Hertfordshire, SG1 2FP**
Telephone **01438 532208**
E-mail address **accounts@commericals-servicesuk.com**

The percentage for overheads and profit added to the Defined Cost for people is **10 %**.

The percentage for overheads and profit added to other Defined Cost is **10 %**.

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

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor* **Commercial Services UK Ltd**

Name

Position

Signature

Date **31st of May 2023**

 **ector**

The *Employer's* Acceptance

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

Signed on behalf of the *Employer*

Name

Position **Head of IT Infrastructure**

Signature

Date

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.

The total of the Prices

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.

2 Drawings

List the drawings that apply to this contract.

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>

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.

Please see above specification.

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).

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.

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. Ordnance Survey reference TL217003

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 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.