



Engineering and Construction

Contract

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

and Commercial Services UK

For Refurbishment of Life Sciences Containment Laboratory

Reference C167178 C228478

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

CONTRACT DATA

The *Employer* is

Name Medicines and Healthcare products Regulatory Agency
 Address Blanche Lane, South Mimms, Potters Bar, Hertfordshire, EN6 3QG.
 Telephone 01707 641 000
 E-mail address purchasing@mhra.gov.uk .

The *works* are

The *site* is Blanche Lane, South Mimms, Potters Bar, Hertfordshire, EN6 3QG.
 The *starting date* is 1st April 2024
 The *completion date* is 31st March 2025
 The *period for reply* is 2 weeks.
 The *defects date* is 52 weeks after Completion.
 The *defect correction period* is 3 weeks.
 The *delay damages* are £1,000.00
 The *assessment day* is the 1st of each month. The *retention* is 3 per day.
 %.

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

The *Adjudicator* is

Name . Royal Institute of Chartered Surveyors
 Address . 12 Great George Street, London, SW1P 3AD.
 Telephone Fax
 E-mail address . contactrics@rics.org.

Contract Data

Please also refer to
Engineering and construction
contract – contract – Life science
lab refurb (002)

The interest rate on late payment is0 % 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 [enter amount] 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 [enter amount]

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 Contract Jan 2016 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 restored in a timely manner after an incident, and regularly assessing and evaluating the Effectiveness of the such measures adopted by it including those outlined in Annex 2 (Security).

- Z5.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Annex 1. The only processing that the Processor is authorised to do is listed in Annex 1 by the Controller and may not be determined by the Processor.
- Z5.3 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- Z5.4 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- Z5.4.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - Z5.4.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - Z5.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - Z5.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- Z5.5 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- Z5.5.1 process that Personal Data only in accordance with Annex 1, unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - Z5.5.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - Z5.5.2.1 nature of the data to be protected;
 - Z5.5.2.2 harm that might result from a Data Loss Event;
 - Z5.5.2.3 state of technological development; and
 - Z5.5.2.4 cost of implementing any measures;
- ensure that:
- Z5.5.3.1 the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 1);
 - Z5.5.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (a) are aware of and comply with the Processor's duties under this clause;
 - (b) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - Z5.5.3.3 not transfer Personal Data outside of the UK and EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer

(whether in accordance with GDPR Article 46 or) as determined by the Controller; (b)
the Data Subject has enforceable rights and effective legal remedies;

- (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- Z5.5.3.4 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

Z5.6 Subject to clause 14.6, the Processor shall notify the Controller immediately if it:

Z5.6.1 receives a Data Subject Request (or purported Data Subject Request);

Z5.6.2 receives a request to rectify, block or erase any Personal Data;

Z5.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation

Z5.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

Z5.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or Z5.6.6 becomes aware of a Data Loss Event.

Z5.7 The Processor's obligation to notify under clause Z5.6 shall include the provision of further information to the Controller in phases, as details become available.

Z5.8 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause Z5.6 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

Z5.8.1 the Controller with full details and copies of the complaint, communication or request;

Z5.8.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

Z5.8.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

Z5.8.4 assistance as requested by the Controller following any Data Loss Event;

Z5.8.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

Z5.9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause.

Z5.10 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

Z5.11 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

Z5.12 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

Z5.12.1 notify the Controller in writing of the intended Sub-processor and processing;

Z5.12.2 obtain the written consent of the Controller;

Z5.12.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause

Z5.13 such that they apply to the Sub-processor; and

Z5.14 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

Z5.15 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

Z5.16 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

Z5.17 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may not give less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Z5.18 Where the Parties include two or more Joint Controllers as identified in Annex 1 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex 1 in replacement of Clauses Z5 for the Personal Data under Joint Control.

Z6 Crown Commercial Service

Z6.1 The Crown Commercial Service (CCS) will be entitled to request management information from the successful supplier. This will facilitate the collection and analysis of supplier management information relating to Government contracts. This policy contributes to the Government's aim to achieve greater efficiencies in Public Sector procurement. This is a mandatory requirement that has been placed upon the Employer.

Annex 1 Schedule of Processing, Personal Data and Data Subjects

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the Controller and the Contractor is the Processor in accordance with Clause Z5. N/A
Subject matter of the processing	N/A
Duration of the processing	N/A
Nature and purposes of the processing	N/A
Type of Personal Data being Processed	N/A
Categories of Data Subject	N/A
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	N/A

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 07973205020

E-mail address vic@commercialservicesuk.com

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 £1,711,879.85

Enter the total of the Prices from the Price List.

Signed on behalf of the Contractor

Name Vic Vermeiren

Position

.....

Signature

05 December 2023

Date

DocuSigned by:
Vic Vermeiren
8A72E66FD56C4E5...

The Employer's Acceptance

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

Signed on behalf of the Employer

Name: Dr June M Raine

Position: Chief Executive

Signature

June M. Raine

Date: 13 December 2023

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.



C167178 - Life
Sciences Containmen

The total of the Prices £1,711,879.85

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.

[Enter details of the works here]



Performance Spec -
ACF AHU - CW-08-23



Performance
Specification For AC



MHRA Report ACF
AHU - CW-08-23.doc

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-efficiencydirective-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]



T.07 Scope of
Works & Methodolo

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. 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.

[Add additional site information here]

