

Framework Agreement

Lot 3 Mechanical Works

for the provision of small works

- (1) Secretary of State for Health and Social Care acting through the Medicines and Healthcare products Regulatory Agency (**MHRA**)
- (2) **Parker Air Conditioning Ltd**

Dated 7th July 2025

Ref: C368399

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This Framework Agreement dated the 7th day of July 2025

is made between:

- (1) **Secretary of State for Health and Social Care acting through the Medicines and Healthcare products Regulatory Agency** an executive agency of the Department of Health and Social Care whose headquarters is at 10 South Colonnade London E14 4PU, United Kingdom (**Employer**); and
- (2) **Parker Air Conditioning Ltd** a company registered in England and Wales under company number 2176755 whose registered office is at Unit 6 Westerham Trade Centre, The Flyers Way, Westerham, TN16 1DE (**Contractor**);

together, the **Parties**.

Background:

- (A) The Employer wishes to set up a framework under which it can engage a construction contractor for construction related services at MHRA South Mimms, EN6 3QG, on the basis set out in this Framework Agreement.
- (B) The framework has been arranged over four Lots of varying disciplines: (1) External Works, (2) Internal Works, (3) Mechanical Works, and (4) Electrical Works.
- (C) By an invitation to tender (the **ITT**) C307782, the Employer invited tenders from suppliers offering the appropriate knowledge, expertise, skills and resource to undertake the Framework Services.
- (D) The Contractor submitted a tender and has been selected by the Employer for the delivery of the Framework Services as set out in this Framework Agreement.
- (E) This Framework Agreement enables the Employer to call off Framework Services from the Contractor and sets out the commercial terms under which such Framework Services will be called off.

It is agreed as follows:

1 Definitions and interpretation

- 1.1 In this Framework Agreement, words and expressions in capitals have the following meanings:

Additional Conditions of Contract	means the Additional Conditions of Contract at Schedule 4 which supplement and amend the conditions of contract for the ECSC
Adjustment Date	means the date one year from the Commencement Date and on the same date in each subsequent year of the Term
Associated Documents	means the documents deemed incorporated into the Purchase Order Call Off, including: (a) the Purchase Order Terms and Conditions; (b) the relevant Call Off Specification; (c) the provisions of this Framework Agreement; and

	(d) the agreed Contractor's quotation
Atamis	means the Atamis Health Family Single eCommercial System
Call Off	means a contract for works within the relevant Lot as described in the Framework Specification, called off by the Employer under this Framework Agreement either as an ECSC Call Off or a Purchase Order Call Off
Call Off Form	means the form of call off contract at Schedule 3 incorporating the Contract Data for the ECSC
Call Off Specification	is the Works Information and Site Information (as defined in the ECSC) or the scope of work and specification and any other requirements for a proposed Call Off
Change of Control	means any change in the beneficial ownership of 10% or more of the Contractor's issued share capital, or the creation of a trust or any sub-participation in relation to such shares, or any change in the individual or entity that has "control" as defined in section 1124 of the Corporation Tax Act 2010
Commencement Date	means the date stated on the contract header
Contractor Personnel	means the individuals employed or engaged by the Contractor or any other person in the provision of the Framework Services or the performance of the Contractor's obligations under this Framework Agreement from time to time
Deemed Employment	means an engagement in respect of which, if the services were provided under a contract directly between a PSC and the Employer, the individual supplied by that PSC would be regarded for income tax purposes as an employee of the Employer or the holder of an office of the Employer
ECSC	means the NEC3 Engineering and Construction Short Contract (April 2013)
ECSC Call Off	means a Call Off Form together with the ECSC, Additional Conditions of Contract, Works Information and Site Information (as defined in the ECSC)
EIR	means the Environmental Information Regulations 2004
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under that act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation
FOIA Information	is information as defined in section 84 of the FOIA

Framework Conditions	means these clauses 1 to 26 of this Framework Agreement
Framework Rates	are the rates set out in Schedule 2 (Framework Rates) as adjusted from time to time pursuant to clause 7 of this Framework Agreement
Framework Services	are the whole of the services across all four Lots described in the Framework Specification and to be undertaken by the Contractor or by others
Framework Specification	is the specification, scope of services and other requirements set out in Schedule 1, including any information which specifies how the Parties will work together and requirements to be observed by the Contractor
General Anti-Abuse Rule	means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions
Halifax Abuse Principle	means the principle explained in the CJEU Case C-255/02 Halifax and others
Intermediary	means any entity through which an individual and/or PSC is contracted, other than the Contractor. For the avoidance of doubt, this shall include any Umbrella Company
International Labour Law Conventions	means the eight fundamental conventions implemented by the International Labour Organisation
IR35 Contractor	means any individual who personally performs or is under an obligation personally to perform any element of the services and is engaged (either by the Contractor or via any other intermediary or intermediaries) through a PSC
Lot	means the four varying disciplines of Framework Services set out in the Framework Specification
Mini Competition	means the mini competition procedure set out in Schedule 6 to this Framework Agreement
Occasion of Tax Non-Compliance	means any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (a) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have been an effect equivalent or similar to the

	General Anti-Abuse Rule or the Halifax Abuse Principle;
	(b) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
	(c) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the date of this Framework Agreement or to a civil penalty for fraud or evasion
Parent	means a parent undertaking as defined in section 1162 of the Companies Act 2006
Prohibited Act	means: (a) directly or indirectly offer, promise or give any person working for or engaged by the Employer or other Contracting Body or any other public body a financial or other advantage to induce that person to perform improperly a relevant function or activity, or to reward that person for improper performance of a relevant function or activity; (b) directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract, (c) committing any offence under the Bribery Act 2010 (or any legislation repealed or revoked by such Act), under legislation or common law concerning fraudulent acts or defrauding, attempting to defraud or conspiring to defraud the Employer; or (d) any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK
PSC	means a limited company or partnership which meets the conditions specified in s61O or 61P of the Income Tax (Earnings and Pensions) Act 2003
Purchase Order Call Off	means a Call Off awarded using the Purchase Order Call Off Procedure and incorporating the Associated Documents
Purchase Order Call Off Procedure	means the procedure set out in clause 5.2.2

Purchase Order Terms and Conditions	means the terms and conditions at Schedule 5 as the same may be updated from time to time in accordance with clause 6
Relevant Requirements	are all applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010
Relevant Tax Authority	means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established
Request for Information	means a request for information as defined in section 8 of the FOIA or made pursuant to regulation 5 of the EIR
RFQ	means the Request for Quotation procedure set out in Schedule 6 of this Framework Agreement
Term	is the period commencing on the Commencement Date and ending on the date which is three years after the Commencement Date unless extended at the Employer's discretion in accordance with clause 3.2 or this Framework Agreement is terminated before the end of the Term
Umbrella Company	means an entity engaged by the Contractor which supplies the services of an individual to the Employer and which (i) engages such individual as an employee, (ii) is not a company in which the individual holds a material interest in accordance with section 61O of ITEPA, (iii) does not make any chain payments to the individual (as defined in Chapter 10, Part 2 of ITEPA) other than those which are fully taxable on the individual as employment income and (iv) is accredited by the Freelancer and Contractor Services Association (FCSA)

1.2 In this Framework Agreement, unless the context otherwise requires:

- 1.2.1 the headings are for convenience only and shall not affect its interpretation;
- 1.2.2 references to a clause, schedule, annex or paragraph are to a clause, a schedule, an annex or a paragraph in this Framework Agreement;
- 1.2.3 any reference to this Framework Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- 1.2.4 the schedules to this Framework Agreement shall have the same effect as if contained in the body of the contract, and any reference to this Framework Agreement shall include the schedules;
- 1.2.5 any reference to any statute shall include references to the same as it may have been, or may from time to time be amended/modified, consolidated or re-enacted and to any regulation or subordinate legislation made under it (or under such an amendment, modification, consolidation or re-enactment) subject to the provisions of this Framework Agreement which relate to change of law;

- 1.2.6 reference to the plural shall include the singular and vice versa, and reference to one gender includes reference to all genders;
 - 1.2.7 any reference to a person shall be a legal person of whatever kind whether incorporated or unincorporated and to its successors, permitted assigns and transferees, and
 - 1.2.8 words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.
 - 1.3 Any clause or part of this Framework Agreement determined to be unlawful or unenforceable by a Court or other competent authority having jurisdiction over this Framework Agreement to the extent possible shall be severed from the contract without affecting any other part of the contract which shall be construed as if such severed part had not existed.
- 2 Communication**
- Communications under this Framework Agreement are in writing in English in a form that can be read, copied and recorded and are sent to the recipient's notified address for communications or, if none, to the registered address stated in this Framework Agreement.
- 3 Framework Agreement**
- 3.1 This Framework Agreement takes effect on the Commencement Date. The Parties shall act as stated in this Framework Agreement.
 - 3.2 The Employer may, in its absolute discretion, by notice to the Contractor extend the Term by a period of up to one year.
 - 3.3 Save as expressly provided for in this Framework Agreement, the following documents are deemed to form and be read and construed as part of this Framework Agreement:
 - 3.3.1 these Framework Conditions;
 - 3.3.2 the Framework Specification attached at Schedule 1;
 - 3.3.3 the Framework Rates at Schedule 2;
 - 3.3.4 the ECSC Call Off Form at Schedule 3;
 - 3.3.5 the Additional Conditions of Contract for ECSC Call Offs at Schedule 4;
 - 3.3.6 the Purchase Order Terms and Conditions at Schedule 5;
 - 3.3.7 the Call Off Process at Schedule 6.
 - 3.4 If there is a conflict between the terms of any of the following documents, the documents that shall prevail are as follows in descending order:
 - 3.4.1 the terms of the relevant Call Off;
 - 3.4.2 these Framework Conditions;
 - 3.4.3 the Framework Specification; and
 - 3.4.4 other documents comprising the Framework Contract.

4 Warranties and undertakings

- 4.1 The Contractor represents and warrants to the Employer as follows:
- 4.1.1 it is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation;
 - 4.1.2 it has the power to own its assets and carry on its business as it is being conducted;
 - 4.1.3 it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Framework Agreement and the transactions contemplated by this Framework Agreement;
 - 4.1.4 the entry into and performance by it of, and the transactions contemplated by, this Framework Agreement do not and will not conflict with any law or regulation applicable to it, its constitutional documents or any agreement or instrument binding on it or any of its assets; and
 - 4.1.5 it is not and shall not place itself in a position of conflict in entering into this Framework Agreement and shall take all reasonable precautions to avoid a conflict of interest arising in complying with the requirements of this Framework Agreement.
- 4.2 The Contractor informs the Employer in writing as soon as reasonably practicable of any material changes or developments in its business of an operational, legal, financial or resourcing nature that may impact on the performance of this Framework Agreement or any Call Off.
- 4.3 The Contractor undertakes for the duration of this Framework Agreement and of any Call Off:
- 4.3.1 to provide the Framework Services in accordance with this Framework Agreement and to comply fully with its obligations under each Call Off; and
 - 4.3.2 to comply with all standards, procedures and other requirements set out in the Framework Specification, including the General Requirements for External Contractors.

5 Call Offs

- 5.1 During the Term, the Employer may select a Contractor to undertake a Call Off in accordance with the provisions of Schedule 6.
- 5.2 The Contractor shall respond in accordance with the provisions of Schedule 6 to any request by the Employer. Where the Contractor is selected and awarded:
- 5.2.1 an ECSC Call Off, the Employer issues a Call Off Form, in accordance with Schedule 6. Promptly following receipt of a Call Off Form, the Contractor shall sign and return a signed copy of the Call Off Form;
 - 5.2.2 a Purchase Order Call Off, the Employer issues a Purchase Order Call Off, in accordance with Schedule 6 and the following procedure (the **Purchase Order Call Off Procedure**):
 - (a) the Employer issues a Call Off Specification to the Contractor for works with an anticipated value of less than £10,000 and requests the Contractor to submit a quotation;
 - (b) the Contractor submits its quotation (via Atamis or email as applicable) for undertaking such works in accordance with the requirements of the Call Off Specification and the Associated Documents. This quotation constitutes the Contractor's offer; and

- (c) the Employer expressly confirms in writing (via Atamis or email as applicable) that it accepts the Contractor's quotation. This confirmation constitutes the Employer's acceptance of the Contractor's offer.

The Associated Documents are deemed to be incorporated into each Purchase Order Call Off, whether or not referred to by the parties in the course of the Purchase Order Call Off Procedure.

- 5.3 For the avoidance of doubt (save where expressly agreed by the Employer), the Contractor and not any subsidiary or other connected group company shall enter into the Call Off with the Employer.
- 5.4 The Employer may cancel a Call Off at any time prior to the Contractor commencing any services under the Call Off.
- 5.5 The Contractor agrees to carry out and complete the Call Off in accordance with this Framework Agreement. The Parties agree that no amendments and/or modification shall be made to this Framework Agreement or the terms of the Call Off unless expressly agreed in writing.
- 5.6 A Call Off under this Framework Agreement is either (a) substantially in the form of the Call Off Form incorporating the ECSC as amended by the Additional Conditions of Contract or (b) formed in accordance with the Purchase Order Call Off Procedure, incorporating the Associated Documents, in either case subject to any specific amendments or arrangements as are agreed between the Parties. The rates for people in the Price List (as defined in the ECSC) and/or any Contractor's quotation for a Call Off are the rates offered by the Contractor for that specific Call Off during the Mini Competition, RFQ or Direct Award quotation procedure, provided that each such rate shall not exceed the equivalent rate stated in the Framework Rates. Where a Call Off requires a rate for a person of a type or nature that does not correspond to one of the rates in the Framework Rates, the Employer and the Contractor agree a rate for such person based on the rates for similar people in the Framework Rates. Once agreed in writing, such new rate is deemed added to the Framework Rates.
- 5.7 The procurement and undertaking of a Call Off is at the sole and absolute discretion of the Employer following the completion of the procedure set out in Schedule 6. The Employer is not bound to initiate a Call Off at any particular time or to award any particular Call Off to the Contractor. The Employer provides no guarantee as to the number or value of any Call Offs or the value of any services to be awarded to the Contractor and the Contractor acknowledges that it shall have no rights or entitlements in the event that such value is lower than expected or forecast. The Employer shall not be liable for any loss of profits, loss of contracts or other costs or losses suffered by the Contractor as a result of the Contractor not being awarded one or more Call Offs or for any services not being awarded to the Contractor.
- 5.8 The Contractor shall not sub-contract the whole or substantially the whole of any Call Off. The Contractor shall only sub-contract any part of a Call Off with the prior written consent of the Employer and in accordance with the terms of the Call Off, and such sub-contracting shall not relieve the Contractor of any liability or responsibility under such Call Off or this Framework Agreement.
- 5.9 A Call Off may be entered into at any time while this Framework Agreement remains effective until the date of the end of the Term. For the avoidance of doubt, any Call Off entered into prior to the end of the Term shall remain in force following the end of the Term, unless such Call Off is terminated in accordance with the provisions of such Call Off. The Employer shall not issue and the Contractor shall not respond to an invitation to participate in a Mini Competition or RFQ or to provide a quotation for a Direct Award on or after expiry of the Term.
- 5.10 The Employer may enter into other contracts and arrangements with other providers for the provision of any or all services which are the same as or similar to services to be provided by the Contractor.
- 5.11 The Employer shall not be bound by or liable for any statement, representation, promise, inducement or understanding made in or during the tender for this Framework Agreement or

during the call-off process unless and to the extent that such matters have been or are then incorporated into documents which become part of this Framework Agreement or any Call Off.

6 Adjustments to Purchase Order Terms and Conditions

- 6.1 The Employer shall be entitled, by agreement in writing with the Contractor, to amend the Purchase Order Terms and Conditions at Schedule 5 at any time during the Term.
- 6.2 Once agreed in writing by the parties, the Purchase Order Terms and Conditions as amended pursuant to this clause 6 from time to time shall be deemed included in Schedule 5 and shall replace and supersede the previous version of the Purchase Order Terms and Conditions.
- 6.3 For the avoidance of doubt, amending the Purchase Order Terms and Conditions under this clause 6 shall not prejudice any Call Off that is continuing and the Parties agree that:
 - 6.3.1 where and to the extent any Purchase Order Call Off continues after the Purchase Order Terms and Conditions have been amended, then the Purchase Order Terms and Conditions current at the time such Purchase Order Call Off was entered into shall continue to apply to that Purchase Order Call Off; and
 - 6.3.2 the amended Purchase Order Terms and Conditions shall apply to any Purchase Order Call Offs entered into after the date of the amendment.

7 Adjustments to Framework Rates

- 7.1 The Contractor may request in writing that the Framework Rates be adjusted on the Adjustment Date. Any such request must include a detailed breakdown, must be justified by reference to the impact of inflation and national living wage increases, and must be submitted to the Employer no later than four months before the Adjustment Date.
- 7.2 The Employer will review any request made by the Contractor pursuant to clause 7.1 of this Framework Agreement and decide, in its sole and absolute discretion, any adjustments to the Framework Rates (which adjustments, for the avoidance of doubt, may differ from those requested by the Contractor). The Employer's decision will be provided to the Contractor in writing no later than three months before the Adjustment Date.
- 7.3 The Contractor may by written notice to the Employer decrease any of the Framework Rates to make its pricing more competitive at any time from the Commencement Date.

8 Assignment and transfer

Save with the prior written consent of the Employer, the Contractor shall not be permitted to assign, sub-contract (other than as permitted under a Call Off), novate, or otherwise dispose of or create any trust in relation to any of its rights, obligations or liabilities under this Framework Agreement.

9 Termination

- 9.1 The Employer may terminate this Framework Agreement where:
 - 9.1.1 an event or circumstance has arisen that would entitle the Employer to terminate a Call Off (whether or not entered into);
 - 9.1.2 the Contractor is in material breach of any obligations of this Framework Agreement;

- 9.1.3 the Contractor:
 - (a) fails to comply with its obligations under clause 12 should an Occasion of Tax Non-Compliance arise; or
 - (b) is in breach of clause 13 (Confidentiality); or
 - (c) is in breach of clause 18 (Change of Control).
- 9.1.4 the Contractor, any person employed by the Contractor, or any third party acting on the Contractor's behalf (whether with or without the knowledge of the Contractor:
 - (a) is in breach of clause 14; or
 - (b) is in breach of the Modern Slavery obligations under clause 15; or
 - (c) fails to comply with Child Labour Legislation and/or is in breach of clause 16.2; or
 - (d) carries out any actions in breach of clause 21.1.
- 9.2 The Employer may recover from the Contractor, and the Contractor shall indemnify the Employer in respect of, the amount of any loss, damage, liability, cost or expense resulting from termination in accordance with clause 9.1.
- 9.3 The Employer may terminate this Framework Agreement for any other reason (including for convenience) at any time by providing the Contractor with 90 days written notice.
- 9.4 Upon termination under clause 9.3, the Employer's liability to the Contractor shall be limited to any payments then due in accordance with the terms of any subsisting Call Off. Save as expressly provided in the terms of any subsisting Call Off, the Employer shall have no liability to the Contractor for any loss, damage, claim, cost or expense arising from or in connection with such termination.
- 9.5 For the avoidance of doubt, termination of this Framework Agreement shall not prejudice any Call Off that is continuing and the Parties agree that where and to the extent any Call Off continues after the termination of this Framework Agreement, then the terms of this Framework Agreement shall continue to apply in respect of such Call Off and the relevant services as though this Framework Agreement had not been terminated.
- 10 Nature of contractual relationship**
 - 10.1 Nothing in this Framework Agreement shall create a partnership or joint venture between the Employer and the Contractor, nor shall the Employer or the Contractor be the agent of the other.
 - 10.2 Nothing in this Framework Agreement shall prevent the Employer in its absolute discretion from entering into contracts with other suppliers for works and services of the types covered by this Framework Agreement.
 - 10.3 If the Contractor is a joint venture of two or more persons, all such persons are jointly and severally liable to the Employer for the purposes of this Framework Agreement. The composition and/or constitution of the joint venture is not altered without the prior consent of the Employer.
- 11 Freedom of information**
 - 11.1 The Contractor understands and acknowledges that the Employer is subject to the requirements of FOIA and EIR and agrees to assist and co-operate with the Employer to enable the Employer to comply with its information disclosure obligations and to respond to any Request for Information relating to the Framework Services.

- 11.2 The Contractor shall and shall procure that any sub-contractor of any tier of the Contractor shall provide all necessary assistance as reasonably requested by the Employer to enable the Employer to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or in regulation 5 of the EIR (as applicable).
- 11.3 The Employer shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR and for determining, at its absolute discretion, the FOIA Information to be disclosed in response to a Request for Information.
- 11.4 The Contractor understands and acknowledges that the Employer may be obliged to disclose FOIA Information without consulting or obtaining consent from the Contractor, or without taking the Contractor's views into account.
- 11.5 The Contractor shall not respond directly to a Request for Information unless expressly authorised to do so by the Employer.
- 11.6 The Contractor shall ensure that all FOIA Information is retained for the agreed information periods as set out below and shall permit the Employer to inspect such records as requested from time to time:
- 11.6.1 in relation to each Call Off, six years following payment of the final amount due or such later date as identified in clause 11.6.2;
 - 11.6.2 in relation to this Framework Agreement and any Call Off, six years following the end of the Term or earlier termination of this Framework Agreement.
- 11.7 The provisions of this clause 11 shall survive the termination or expiry of this Framework Agreement.

12 Tax Non-Compliance

- 12.1 The Contractor represents and warrants that as at the date of this Framework Agreement, it has notified the Employer in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.
- 12.2 If, at any point during the period of this Framework Agreement, an Occasion of Tax Non-Compliance occurs, the Contractor shall:
- 12.2.1 notify the Employer in writing of such fact within five Business Days of its occurrence; and
 - 12.2.2 promptly provide to the Employer:
 - (a) details of the steps which the Contractor is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (b) such other information in relation to the Occasion of Tax Non-Compliance as the Employer may reasonably require.

13 Confidentiality

- 13.1 The Contractor shall take all reasonable steps, by instruction, display of notices or other appropriate means, to be agreed periodically with the Employer, to ensure that all staff employed on any work and/or services in connection with this Framework Agreement and any Call Off have notice that these provisions apply to them and will continue to apply to them:
- 13.1.1 after the end of or termination of this Framework Agreement, any Call Off; and
 - 13.1.2 after termination of their employment.

- 13.2 The Contractor shall not disclose this Framework Agreement, any Call Off or any provision thereof or any information or documentation provided under or pursuant to the same to any person other than a person engaged in connection with this Framework Agreement or any Call Off or to any insurer and only then to such extent as may be necessary for the performance of this Framework Agreement or any Call Off, except with the written consent of the Employer. Such disclosure shall be made in confidence and shall be limited to disclosure necessary for the purposes of this Framework Agreement and/or any Call Off.
- 13.3 The Contractor shall not make use of this Framework Agreement, any Call Off or any information issue or furnished by or on behalf of the Employer otherwise than for the purposes of this Framework Agreement, or any Call Off except with the written consent of the Employer.
- 13.4 Where the Contractor, in carrying out his obligations under this Framework Agreement or any Call Off is provided with information from or by the Employer or by a third party on behalf of the Employer, the Contractor shall not disclose or make use of any such information otherwise than for the purpose for which it was provided, unless the Contractor has sought and obtained the consent of the Employer.
- 13.5 Nothing in this clause 13 shall prevent disclosure of information:
- 13.5.1 by either party to its professional advisers, provided that the Contractor shall have procured their agreement to be bound by provisions no less onerous than the provisions of this clause with respect to such information; or
 - 13.5.2 when such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, the Freedom of Information Code of Practice or the EIR pursuant to clause 11 (Freedom of information); or
 - 13.5.3 relating to the outcome of the procurement process for this Framework Agreement where required to be published under applicable United Kingdom legislation and/or Government policy on the disclosure of information relating to Government contracts; or
 - 13.5.4 to the extent required for the Employer to comply with PPN 01/23 and the attached "Guidance on transparency requirements for publishing on Contracts Finder" (or any similar requirements that supersede, replace or extend the same) or other applicable law or policy as to transparency in respect of Government contracts; or
 - 13.5.5 by or on the part of the Employer to any department, office or agency of the Crown, or to any person engaged by the Employer in connection with this Framework Agreement.
- 13.6 The Contractor shall ensure that all staff, whether employed by the Contractor, or by a sub-contractor, or self-employed, are under an obligation of confidence owed not only to the Contractor but also the Employer not to disclose any information acquired during the course of their employment otherwise than in the proper discharge of their duties or as authorised by the Employer.
- 13.7 Notwithstanding any other term of this Framework Agreement, this clause 13 shall survive the expiry or, if earlier, termination of this Framework Agreement and each Call Off for a period of six years.

14 Gifts, inducements and rewards and prevention of bribery

- 14.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any of its people, have at any time prior to the Commencement Date:
- 14.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; or

- 14.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 14.2 During the carrying out of a Call Off the Contractor shall not:
 - 14.2.1 commit a Prohibited Act; and
 - 14.2.2 do or suffer anything to be done which would cause the Employer or any of the Employer's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 14.3 During the Term, the Contractor shall:
 - 14.3.1 establish, maintain and enforce, and require that its subcontractors (if any) establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act,
 - 14.3.2 keep appropriate records of its compliance with this Framework Agreement and make such records available to the Employer on request, and
 - 14.3.3 provide and maintain and where appropriate enforces an anti-bribery policy (which shall be disclosed to the Employer on request) to prevent it and any Contractor's people or any person acting on the Contractor's behalf from committing a Prohibited Act.
- 14.4 The Contractor shall immediately notify the Employer in writing if it becomes aware of any breach of clause 14.1, or has reason to believe that it has or any of its people or Subcontractors have:
 - 14.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act,
 - 14.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; or
 - 14.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Framework Agreement or otherwise suspects that any person or party directly or indirectly connected with this Framework Agreement has committed or attempted to commit a Prohibited Act.
- 14.5 If the Contractor makes a notification to the Employer pursuant to clause 14.4, the Contractor shall respond promptly to the Employer's enquiries, co-operate with any investigation, and allow the Employer to audit any books, records and/or any other relevant documentation in accordance with this Framework Agreement.
- 14.6 If the Contractor breaches clause 14.3, the Employer may by notice require the Contractor to remove from carrying out the works any person whose acts or omissions have caused the Contractor's breach.

15 Modern slavery

- 15.1 The Contractor shall at all times comply with:
 - 15.1.1 all applicable legislation, regulations and sanctions relating to modern slavery and human trafficking including but not limited to the Modern Slavery Act 2015; and

- 15.1.2 any anti-slavery policy adopted by the Employer from time to time.
- 15.2 The Contractor shall implement and maintain throughout the duration of this Framework Agreement due diligence procedures for its own subcontractors (if any) and other participants in its supply chains to ensure that there is no slavery or human trafficking in its supply chains.
- 15.3 The Contractor shall notify the Employer as soon as it becomes aware of:
 - 15.3.1 any breach, or potential breach, of any anti-slavery policy adopted by the Employer from time to time; or
 - 15.3.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Framework Agreement.
- 15.4 The Contractor shall permit the Employer, and any person nominated by it for this purpose, to have such access on demand to the Contractor's premises, personnel, systems, books and records as the Employer may require to verify the Contractor's compliance with this clause 14.1.

16 Child labour and employment law

- 16.1 In this clause 16, **Child Labour Legislation** means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs this Framework Agreement.
- 16.2 The Contractor shall comply in all material respects with Child Labour Legislation and applicable employment legislation of those jurisdiction(s) where this Framework Agreement is being performed.

17 Fair payment principles

- 17.1 The Employer agrees to:
 - 17.1.1 make full payment as and when due for all services properly carried out or supplied, in accordance with this Framework Agreement and any Call Off;
 - 17.1.2 ensure any withholding of payment due to defects or non-delivery is proportionate, and clearly, specifically and demonstrably justified in line with the arrangements set out in the Framework Agreement or any Call Off;
 - 17.1.3 not deliberately delay or unreasonably withhold payment;
 - 17.1.4 ensure that payments are made not more than thirty (30) calendar days after receipt of a valid VAT invoice;
 - 17.1.5 issue any "pay less" notices at the earliest opportunity and no later than seven (7) days prior to the final date for payment;
 - 17.1.6 have processes in place to enable the effects of compensation events or variations to be agreed promptly and fairly and payments for such compensation events or variations to be included in the payment immediately following the completion of the services;
 - 17.1.7 make payments electronically unless agreed otherwise; and
 - 17.1.8 adopt a transparent, honest, and collaborative approach when resolving differences and disputes.

- 17.2 Subject to clause 5.8, the Contractor agrees to include the following provisions (mutatis mutandis) in any subcontract made in connection with a Call Off:
- 17.2.1 the Contractor shall ensure that payments to the subcontractor are made not more than thirty (30) calendar days after receipt of a valid VAT invoice, unless the Call Off requires the Contractor to make earlier payment to the subcontractor;
 - 17.2.2 the Contractor shall promptly consider and verify all invoices submitted by the subcontractor;
 - 17.2.3 no delay or failure by the Contractor to consider and verify an invoice will be considered as evidence that the invoice is valid and/or undisputed; and
 - 17.2.4 any further subcontract awarded by the subcontractor for work included in this subcontract will include the same provisions as set out in this clause 17.2.

18 Change of Control

The Contractor shall inform the Employer immediately of any proposed Change of Control and shall obtain the Employer's written approval prior to any Change of Control.

19 Contractor Personnel

- 19.1 The Contractor shall at all relevant times ensure that there is an adequate number of Contractor Personnel to provide the Framework Services and that the Contractor Personnel:
- 19.1.1 have appropriate qualifications, training and expertise and demonstrate suitable competence in carrying out the duties for which they are engaged;
 - 19.1.2 are entitled to work in the UK (or other relevant jurisdiction) without contravening any statutory or other legal requirement; and
 - 19.1.3 carry out their duties in relation to the provision of services in a professional manner and in accordance with provisions of this Framework Agreement.
- 19.2 The Contractor shall maintain up to date, adequate and statutorily compliant personnel records in relation to the Contractor Personnel and shall provide to the Employer such information or documents as the Employer may request from time to time to demonstrate that the Contractor Personnel satisfy the provisions in clause 19.1.
- 19.3 The Employer may require the Contractor to remove from the provision of the Framework Services any Contractor Personnel if the Employer considers that it is not in the interests of the Employer for such Contractor Personnel to be engaged in the provision of the Framework Services (including without limitation if the Employer is dissatisfied with the conduct or performance of such Contractor Personnel or if the Employer believes such member of the Contractor Personnel has committed any act of fraud or dishonesty). The Contractor will promptly comply with any requirement by the Employer to remove such Contractor Personnel from the provision of the Framework Services and, where appropriate, ensure that such person is replaced promptly with another person with the appropriate qualifications, training and expertise (at no additional cost to the Employer).
- 19.4 The Contractor shall use all reasonable endeavours to ensure continuity of personnel amongst the Contractor Personnel.
- 19.5 Nothing in this Framework Agreement shall constitute or be deemed to constitute any of the Contractor Personnel an employee, worker, officer or agent of the Employer for any purpose whatsoever. The Contractor shall be solely responsible for all matters relating to the employment or engagement of the Contractor Personnel including compliance with all applicable laws. The Contractor will be responsible for all the income tax, national insurance contributions and/or social security charges or similar statutory payments in relation to all

Contractor Personnel and will ensure that they are deducted and/or paid to the relevant authorities and/or Contractor Personnel (as the case may be).

- 19.6 The Contractor shall indemnify the Employer against all and any costs, expenses, liabilities, damages and losses arising out of any claim, demand, action or proceeding made or brought by any of the Contractor Personnel which arises as a result of their asserting that they are or were an employee or worker of the Employer or which arises or is alleged to arise out of any act or omission of the Contractor (or any sub-contractor) or is alleged to arise out of such Contractor Personnel's engagement in relation to the Framework Services. The Contractor shall further indemnify the Employer and keep it indemnified for any liability for income tax, national insurance contributions and/or social security charges or similar statutory payments (or penalties or interest thereon) which may be found due from the Employer in respect of any Contractor Personnel.
- 19.7 The Contractor shall indemnify the Employer and keep it indemnified against any costs, expenses, liabilities, damages and losses arising in connection with or as a result of any claim, demand, action, proceeding or allegation made by any third party arising out of the acts or omissions of any Contractor Personnel, including but not limited to claims relating to health and safety, discrimination, harassment, negligence and personal injury.

20 Deemed Employment status

- 20.1 The Contractor will comply with all of its obligations under the Income Tax (Earnings and Pensions) Act 2003 (**ITEPA**) and the Income Tax (Pay As You Earn) Regulations 2003 (the **PAYE Regulations**).
- 20.2 The Contractor warrants that it is not a PSC in respect of any individual who may be involved in the provision of the works and/or services to the Employer.
- 20.3 The Contractor will not utilise, or allow to be utilised, in the undertaking of any engagement to provide works and/or services to the Employer, an IR35 Contractor unless the Employer has first confirmed in writing to the Contractor that it is willing to accept that IR35 Contractor to carry out the relevant works and/or services (**Acceptance**).
- 20.4 In the event Acceptance occurs, the Contractor shall promptly provide the Employer with all such information and documentation as it may reasonably require in order for the Employer to determine whether the provision of the works and/or services is or will constitute Deemed Employment and, if the Employer does so determine, in order to comply with any obligation on the Employer to deduct tax or national insurance contributions from the Prices or other payments under this contract. The Contractor shall promptly inform the Employer of any material change to any information or documentation previously provided in compliance with this clause and shall also promptly provide any other information or documentation that it considers (or ought reasonably to consider) to be materially relevant to determining whether the provision of the relevant works and/or services is Deemed Employment. Prior to the first payment in respect of the works and/or services of an IR35 Contractor, the Employer will prepare and provide to the IR35 Contractor and the Contractor a statement in accordance with the requirements of section 61NA ITEPA (the **SDS**). If the SDS provides that the engagement of a PSC is Deemed Employment, the Contractor will (or will procure that the relevant Intermediary will) make such deductions of income tax and national insurance contributions from any payment made to that PSC in connection with the provision of any works and/or services to the Employer, and will make such payment of employer national insurance contributions and apprenticeship levy in respect of such payment, as is required by law.
- 20.5 Where Acceptance has not been given, the Contractor shall procure that all payments made by the Contractor to an individual or by any Intermediary to or in respect of an individual are fully taxable (and taxed) either as earnings from employment with the Contractor or an Umbrella Company or under Chapter 7, Part 2 of ITEPA.
- 20.6 For the avoidance of doubt, the Employer will be entitled to make deductions from payments made to the Contractor in respect of income tax and national insurance contributions if it reasonably considers that it is required to do so by law, including in the event that changes are

made to legislation applying to engagements through intermediaries which make the Employer responsible for the application of income tax and national insurance contributions in respect of PSCs.

- 20.7 The relationship of the Contractor to the Employer will be that of independent contractor and nothing in this contract shall render them an employee, worker, agent or partner of the Employer and the Contractor shall not hold themselves out as such.
- 20.8 This contract constitutes a contract for the provision of works and/or services and not a contract of employment and accordingly the Contractor shall be fully responsible for and shall indemnify the Employer (or any company which forms a group of companies with the Employer) for and in respect of:
- 20.8.1 any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of works and/or services under the contract, where the recovery is not prohibited by law. The Contractor shall further indemnify the Employer against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Employer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
 - 20.8.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Contractor or any substitute against the Employer arising out of or in connection with the provision of works and/or services under this contract, except where such claim is as a result of any act or omission of the Employer.
- 20.9 Notwithstanding any other provision to the contrary, nothing in this contract shall exclude or limit the Contractor's liability to the Employer under such indemnity. The Employer may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Contractor.
- 20.10 The provisions of this clause 20 shall be included (or if not included, shall be deemed to be included) in each and every Call Off and shall take precedence in the event of conflict with any other provision of that Call Off.

21 Discrimination

- 21.1 The Contractor shall not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Equality Act 2010 (the **Discrimination Act**).
- 21.2 Where possible in carrying out its obligations under this Framework Agreement and any Call Off, the Contractor shall co-operate with and assist the Employer to satisfy its duty under the Discrimination Act to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.
- 21.3 Where any employee or sub-contractor employed by the Contractor is required to carry out any activity alongside the Employer's employees in any premises, the Contractor shall ensure that each such employee or sub-contractor complies with the Employer's employment policies and codes of practice relating to discrimination and equal opportunities.
- 21.4 The Contractor shall notify the Employer in writing as soon as it becomes aware of any investigation or proceedings brought against the Contractor under the Discrimination Act in connection with this Framework Agreement or any Call Off and shall:
- 21.4.1 provide any information requested by the investigating body, court or tribunal in the timescale allotted;
 - 21.4.2 attend (and permit a representative from the Employer to attend) any associated meetings;

- 21.4.3 promptly allow access to any relevant documents and information; and
- 21.4.4 co-operate fully and promptly with the investigatory body, court or tribunal.
- 21.5 The Contractor shall indemnify the Employer against all costs, charges, expenses (including legal and administrative expenses) and payments made by the Employer arising out of or in connection with any investigation or proceedings under the Discrimination Act resulting from any act or omission of the Contractor.
- 22 Entire agreement**
 - 22.1 The provisions of this Framework Agreement are without prejudice to any of the other rights and remedies which the Employer may possess either under this Framework Agreement or at common law.
 - 22.2 Subject to any Call Off issued pursuant to this Framework Agreement, this Framework Agreement constitutes the entire agreement between the Parties.
- 23 Waiver**
 - 23.1 No failure to exercise or any delay in exercising any right or remedy under this Framework Agreement shall operate as a waiver of it or of any other right or remedy under it. No single or partial exercise of any such right or remedy shall prevent any further or other exercise of it or the exercise of any other right or remedy.
 - 23.2 Any waiver given by the Employer must be in writing and expressly stated by a person authorised by the Employer to provide a waiver. Such a waiver will only apply to the specific events to which it is stated to relate and not to any other events, whether past or future.
 - 23.3 The rights and remedies provided by this Framework Agreement are cumulative and (unless otherwise provided in this Framework Agreement) are not exclusive of any rights or remedies provided by law or in this Framework Agreement.
- 24 Invalid, illegal or unenforceable provisions**
 - 24.1 If any provision (or part) of this Framework Agreement or any Call Off is held to be invalid, illegal or unenforceable to any extent then such provision (or part) shall (to the extent it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in this Framework Agreement or the relevant Call Off but without invalidating any of the remaining provisions of this Framework Agreement or the relevant Call Off.
 - 24.2 The Parties shall use all reasonable endeavours to replace any invalid, illegal or unenforceable provision (or part) by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision (or part).
- 25 Law and jurisdiction**
 - 25.1 The Employer and the Contractor agree that this Framework Agreement is to be governed by and construed according to the law of England and Wales.
 - 25.2 The Employer and the Contractor agree that the courts of England and Wales shall have jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Framework Agreement.

26 Execution in counterparts

This Framework Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Framework Agreement.

The Parties have executed this Framework Agreement as a deed and delivered on the date written above.

Schedule 1

FRAMEWORK SPECIFICATION

MHRA Small Works Framework C307782

The Medicines & Healthcare products Regulatory Agency regulates medicines, medical devices, and blood components for transfusion in the UK. MHRA has around 1,270 staff, with a total budget of approximately £150 million. MHRA protects and improves the health of millions of people every day through the effective regulation of medicines and medical devices, underpinned by science and research.

The Site comprises off a mixture of laboratories and offices. The laboratories include high containment (CL3 & CL4), cleanroom and biological services.

MHRA requires a Framework Agreement with a duration of three (3) years with one (1) optional extension of twelve (12) months (any such extension shall be at the absolute sole discretion of MHRA). The Framework Agreement is arranged over four (4) Lots of varying disciplines:

Mechanical Works Lot 3 – To cover all mechanical works, such as:

- Pipework, ancillaries (i.e., valves, tanks etc.) and lagging
- HVAC-AHU – installation / maintenance / overhaul / cleaning (i.e., chillers, split units, extract fans etc.)
- Sheetwork metalwork / fabrication
- Ductwork repair / install / cleaning
- Dampers (including fire dampers)
- Coded welding services
- Install/remove microbiological safety cabinet (MSC) & fume hoods.

Please note the requirements set out in this Framework Specification are not exhaustive.

The specific requirements will be refined by the MHRA to reflect the specific requirements for each piece of work or project (to the extent permitted and set out in the Framework Agreement) that will be detailed at Call Off stage.

1.1 General Requirements

The Contractor shall carry out all works to recognised standards (for example BS 8000 or equivalent) within the construction industry. This will include workmanship, standard of materials and equipment used to carry out the works. The Contractor will endeavour to match or better the quality and standard of workmanship and materials of the existing building and adjacent works.

The Contractor will also have due regard to the items listed below, but please note this is not an exhaustive list and all Works and workmanship must be carried out to the satisfaction of the MHRA: -

- 1.1.1. For all quotations, all costs must be included in the price and a breakdown of costs provided. This must include any costs for CDM, Health and Safety and any Welfare facilities. If anything is not included, it must be clearly set out on the quotation, and in such circumstances the Employer reserves the right not to award the Contractor a Call Off in accordance with the Framework Agreement.
- 1.1.2. The Site's operating hours are Monday to Friday 9am to 5.15pm, and all works are expected to be undertaken in these hours unless specifically agreed with the MHRA Contract Manager.
- 1.1.3. The Contractor is expected to comply with all relevant regulations and associated guidance and codes of practice including CDM.
- 1.1.4. The Contractor must be aware that there is noise sensitive equipment and areas at the Site, and any noise / vibration will need to be carefully controlled and planned in advance.
- 1.1.5. The Contractor is expected to legally dispose of all waste and surplus materials resulting from any works unless specifically instructed in writing by the MHRA Contract Manager.

1.2 MHRA Security Checks

All Contractor and Contractor Personnel working on the Site must undergo and pass the MHRA security check in advance. It is the Contractor's responsibility to ensure the Contractor Personnel progress the security clearance in a timely manner and allow time for this to be undertaken in advance of any works.

1.3 Health and Safety

The Health and Safety at Work etc. Act 1974 places a duty upon the MHRA for any actions by contractors or visitors which may affect the safety of MHRA staff. The MHRA will ensure that all contractors and visitors are made fully aware of all necessary site policies, procedures and rules that exist for the health, safety and welfare of themselves and other members of staff.

Due to the nature of its work, the MHRA does not employ, use for work experience, or other works, persons under the age of eighteen (18). Persons under the age of eighteen (18) are not allowed to work on Site unless prior permission has been granted by the MHRA following a suitable and sufficient risk assessment of the work to be undertaken.

The Contractor has responsibility under the Health and Safety at Work etc. Act 1974 (and any subsequent regulations) to ensure the Contractor Personnel are fully conversant with all matters relating to health and safety concerning the work being undertaken.

The Contractor Personnel and any sub-contractors must be appropriately trained for the work they will be carrying out and evidence of this competency must be made available to MHRA on request.

Lone Working

A system of lone worker alarms operates on the Site to cover certain high-risk areas, including plant rooms, cryogenic storage area and remote walk in freezers. These are held at the Site's reception and each unit must be logged out and logged back in at the end of the working day. Further details and training will be provided as necessary by the MHRA Contract Manager.

A means of communication whilst on site must be agreed with the MHRA Contract Manager / MHRA Host in advance. Radios may be issued as an additional safety measure if required.

Permits to Work

The MHRA operates a Permit-to-Work system, and permits must be obtained from the MHRA Contract Manager or MHRA Host before certain work can be undertaken. Permits are required for most work activities and specialist permits will be required for Hot Work, Electrical Work, working at height, Confined Spaces and Excavations.

COSHH, Risk Assessment and Method Statements

It is a legal requirement under both the Management of Health and Safety at Work Regulations 1999 (as updated and amended) and the COSHH, for the Contractor to carry out suitable and sufficient risk assessments for the work to be undertaken.

Copies of these documents must be provided to the MHRA Contract Manager or MHRA Host in advance of the work for approval.

Method statements or written procedures must also be provided to the MHRA Contract Manager or MHRA Host in advance of the works for approval.

Equipment

The Provider must supply all equipment and tools required for the works unless otherwise agreed with the MHRA Contract Manager in advance. All portable electrical appliances must be safety tested, and confirmation of such tests properly recorded as required under the Electricity at Work Regulations 1989. It is the Contractor's responsibility to ensure that such equipment is properly PAT tested and maintained prior to use on Site. All electrically powered tools etc. must use 110v supply only.

Personal Protective Equipment (PPE)

The Contractor must provide their Contractor Personnel with suitable and sufficient personal protective equipment for the work to be undertaken.

All plant rooms and other similar areas are designated hard hat areas and are clearly indicated. The MHRA will provide free issue PPE for some specialist areas as required.

Work Area

The Contractor Personnel must not stray from the work in hand or enter any other rooms or areas without the express permission of the MHRA Contract Manager or MHRA Host.

Access to laboratory areas and equipment is controlled by an Authorisation for Access Form, and this form defines the exact areas and equipment the Contractor may access / work on.

On no account must the Contractor Personnel enter rooms or buildings displaying the Biohazard, Lazer, Radiation or other warning signs without the necessary Permit-To-Work and Decontamination Certificate provided by the MHRA Contract Manager / MHRA Host.

It is the responsibility of the Contractor Personnel to ensure that the work area is kept clean, tidy and safe always, including once the work has been completed.

Hazardous materials must not be stored on the MHRA Site unless permission has been granted in writing in advance by the Head of Site and Security and Head of Health and Safety (as identified by MHRA to the Contractor from time to time).

Removal of, or Work, in Connection with Asbestos

The Contractor shall ensure that only Licensed Asbestos Removal Providers will be used for all (this includes non-licensed work activities) Works involving the removal of asbestos containing materials. These Licensed Asbestos Removal Providers will be Health and Safety Executive ("HSE") approved, and will be required to provide a copy of their HSE licence on demand.

The Contractor shall ensure that all works for asbestos removal and air monitoring / clearance testing to be undertaken in the provision of Works must be issued directly by the asbestos management team of the Employer to ensure that Employer records and asbestos registers are accurately maintained and updated.

Reporting of Accidents

All accidents or dangerous occurrences affecting the Contractor or sub-contractors during the provision of Works must be notified in accordance with the current statutory requirements. In addition, all accidents or dangerous occurrences on MHRA Site must be notified to the MHRA Contract Manager or MHRA Host.

Scaffolding

All scaffolding required for the Works must be erected by, or under the supervision of, a competent scaffolder. The scaffolding will conform with the standards laid down by the British Standards Institution's Codes of Practice (or equivalent), and the provisions of the CDM.

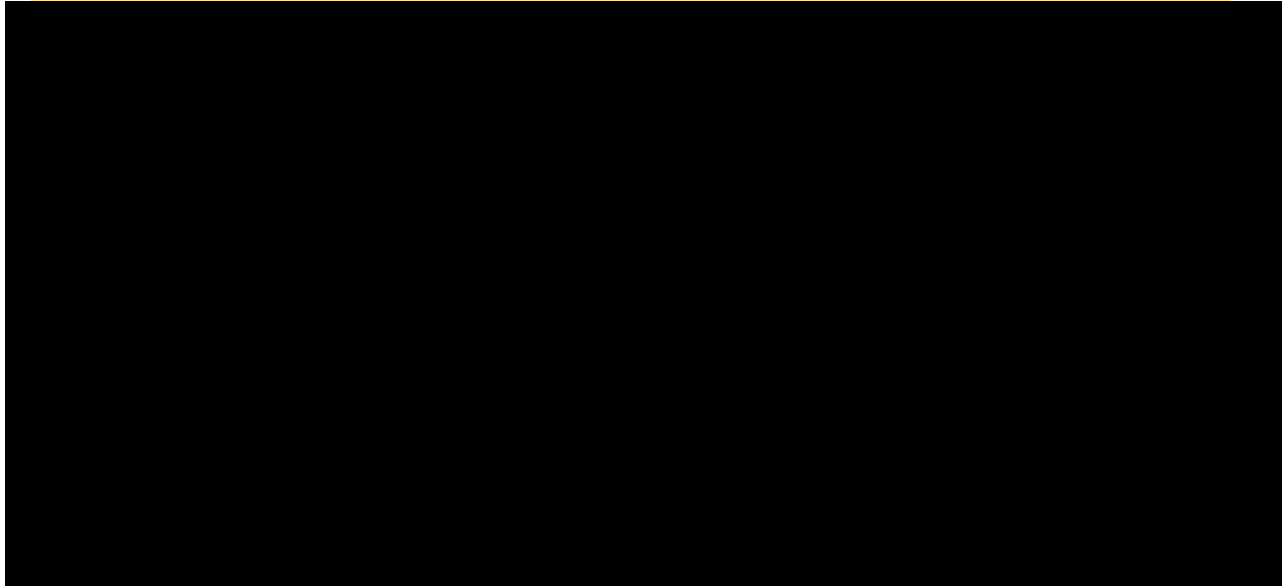
The Contractor will be responsible for the statutory inspection of scaffolding and for the keeping of the scaffolding register. Scaffolding must not be erected and used in the vicinity of overhead live electricity cables.

Schedule 2

Framework Rates

The Framework Rates are:

Small Works Framework



Schedule 3
ECSC Call Off Form

 Engineering and Construction

Short Contract

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

and [Contractor]

For [Description of works required as part of the call-off arrangement]

Reference

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Site Information	9
Conditions of Contract	CC1

Notes about this contract are printed in boxes like this one. They are not part of the contract and should be removed prior to finalisation of a call-off contract.

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 [REDACTED]

The works are [To be completed on a contract-specific basis]

The site is MHRA South Mimms, EN6 3QG

The starting date is [starting date]

The completion date is [completion date]

The period for reply is 2 weeks.

The defects date is 52 weeks after Completion.

The defect correction period is 2 weeks.

The delay damages are [add delay damages - if applicable] per day.

The assessment day is the 1st of each month.

The retention is [X] %.

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? Yes

The *Adjudicator* is

Name . Institution of Civil Engineers
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 [amount to be completed for each call-off contract] 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 – to be completed for each call-off contract]

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

Insurance Table is [enter amount – to be completed for each call-off contract]

The *Adjudicator nominating*
body is

The *tribunal* is .litigation

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 additional conditions set out in Schedule 4 of the Framework Agreement between the *Employer* and the *Contractor* dated [insert date].

Contract Data

The *Contractor's* Offer

The *Contractor* is

Name [contractors name]

Address [address]

Telephone [tel]

E-mail address [email]

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 [price]

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

The *Employer's* Acceptance

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

Signed on behalf of the *Employer*

Name

Position

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.

[Enter details of price breakdown here]

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.

[Enter details of the works here]

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 UK 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 UK 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 on a case by case basis for call-off contracts]

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 on a case by case basis for call-off contracts]

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

[To be completed for each call-off contract]

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]



Schedule 4

Additional Conditions of Contract for ECSC Call Offs

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

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 *Employer* details of people who are to be employed by its 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 *Employer*.
- Z2.3 Employees of the *Contractor* and its 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 *Employer* for acceptance a list of the names of the people for whom passes are required. The *Employer* issues the passes to the *Contractor*. Each pass is returned to the *Employer* when the employee no longer requires access to that part of the *site* or after the *Employer* 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 it has obtained the acceptance of the *Employer*.
- Z2.6 The *Contractor* takes the measures needed to prevent its and its subcontractors' people taking, publishing or otherwise circulating such photographs.

Z3 Not used.

Z4 Orders and Invoicing

- Z4.1 The *Contractor* includes the relevant valid Purchase Order reference number on each invoice submitted for payment.
- Z4.2 The *Contractor* does not Provide the Works until the *Contractor* is in receipt of the relevant Purchase Order from the *Employer*.
- Z4.3 The *Contractor* submits an invoice for the notified sum promptly, and in any event before the final date for payment, via email to: Accounts.payable@mhra.gov.uk.
- Z4.4 The *Contractor* contacts the *Employer's* Accounts Payable team via email at: Accounts.payable@mhra.gov.uk if it has any queries regarding outstanding payments.
- Z4.5 The *Employer* uses Oracle Fusion as the Procure to Pay system. The *Contractor* registers on Oracle Fusion so that the *Contractor* can:
 - Z4.5.1 add and amend sales and accounts receivable addresses,
 - Z4.5.2 add or amend contacts / representatives, and
 - Z4.5.3 add or amend payment details.
- Z4.6 Failure by the *Contractor* to register with Oracle Fusion will result in the *Employer* being unable to pay invoices. Notwithstanding any other provision in this Contract, no payment will become due to the *Contractor*, and the *Employer* shall not be liable to the *Contractor* for any delay in payment, if the *Contractor* fails to register with Oracle Fusion.

Z5	Not Used
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 <i>Employer</i> .
Z7	The Public Contracts Regulations 2015
Z7.1	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Works if any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply. If the <i>Employer</i> terminates under the provisions of paragraph 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the <i>Contractor</i> at the date when this contract came into existence, the procedures and amounts due on termination are the same as if the <i>Contractor</i> has substantially failed to comply with this contract. If the <i>Employer</i> otherwise terminates under the provisions of paragraph 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if an event which the Parties could not reasonably prevent has substantially affected the <i>Contractor's</i> work for a continuous period of more than thirteen weeks.
Z7.2	The <i>Contractor</i> notifies the <i>Employer</i> of the name, contact details and legal representatives of each Subcontractor before appointing the Subcontractor. The <i>Contractor</i> does not appoint a Subcontractor or supplier if there are compulsory grounds for excluding the Subcontractor or supplier under regulation 57 of the Public Contracts Regulations 2015.
Z8	Framework Terms
Z8.1	The terms of the Framework Agreement between the parties dated [x] are incorporated in this Agreement and the <i>Contractor</i> complies with the Framework Terms.

Schedule 5

Purchase Order Terms and Conditions

See Separate Schedule Document

Schedule 6

Call Off Process

Mini competition, request for quotation and direct award

Introduction

This Schedule 6 sets out the method by which the Employer may instruct the Contractor to undertake Call Offs, either by Mini Competition (Part 1), Request for Quotation (**RFQ**) (Part 2) or Direct Award (Part 3).

The Employer will not instruct the Contractor to undertake a Call Off unless it is satisfied that the Contractor has the required capacity to carry out the relevant Call Off (this may require written confirmation at the discretion of the Employer). If the Contractor confirms it does not have the capacity to carry out the relevant Call Off, then the Employer shall not be obliged to issue an invitation to Mini Competition or RFQ or award a Direct Award to the Contractor.

The Employer will determine in accordance with this Schedule 6 whether the Call Off will be instructed by Mini Competition, RFQ or Direct Award prior to allocation. Allocation of Call Offs under the Framework Agreement processes shall be subject to clause 9 (Termination) and subject to availability and identification of Call Offs by the Employer (in its absolute discretion) under the Framework Agreement.

For each Call Off that is awarded, a Purchase Order will be issued to the successful contractor. The Purchase Order will have a reference number and will also state the framework reference number and title. The Contractor shall ensure that all invoices issued to the Employer include the relevant Purchase Order reference number for that Call Off. The Contractor shall not commence any works under a Call Off until the Employer has issued a Purchase Order, and the Contractor is in receipt of the relevant Purchase Order reference number.

Procurement routes

Table 1: Framework Overview

Value band	Anticipated project value (excluding VAT)	Award options
High	£25,000 or more	• Mini Competition via Atamis*
Medium	£10,000 to £25,000	• RFQ via Atamis
Low	Less than £10,000**	• RFQ via Atamis • RFQ via email • Direct Award

* Call Offs exceeding £25,000 must be awarded through the Mini Competition process.

** The Employer may award "Low" value Call Offs through (i) RFQ via Atamis, (ii) RFQ via email, or (iii) Direct Award in its absolute discretion.

Part 1 – Mini Competition

- 1 An overview of the process for a Mini Competition is as follows:

Stage	Stage name	Description
1	Call Off Preparation	The Employer prepares a Call Off Specification and criteria for evaluating tenders under that Mini Competition.
2	Tender Pack Publication	The Employer will publish via Atamis a tender pack containing: • Instructions to Tenderers • Mini Competition Evaluation Criteria • Call Off Specification • Mini Competition Qualification Questionnaire • Technical Questionnaire • Commercial Questionnaire • Call Off Form based on ECSC, including the Additional Conditions of Contract.
3	Invitation to Mini Competition	The Employer invites the Contractor (together with other contractors on the lot) to compete for the Call Off. The Contractor confirms whether it is able to meet the requirements of the Call Off within the required timeframe and provides a quality and price response in accordance with the invitation. All responses to an invitation must be sent by the Contractor to the Employer via Atamis.
4	Evaluation	The Employer evaluates tenders received in accordance with the Mini Competition Evaluation Criteria published in the tender pack.
5	Appointment	A contractor is selected and appointed under the relevant Call Off. The Employer raises a Purchase Order and shares the reference number with the Contractor.

- 2 The Employer will specify how each Mini Competition for a Call Off will be evaluated. This information will be set out in the Mini Competition Evaluation Criteria included in the tender pack.
- 3 All tender packs shall be published by the Employer via Atamis. The Contractor shall submit all responses to this invitation via Atamis.
- 4 All Call Offs awarded to a contractor pursuant to a Mini Competition will be based on the ECSC, including the Additional Conditions of Contract.

- 5 Rates and prices for staff and labour submitted by the Contractor during the Mini Competition process shall not exceed those calculated in accordance with any relevant Framework Rates (save that the Employer may, in its absolute discretion, agree to permit contractors to exceed the Framework Rates where necessitated by exceptional circumstances).
- 6 The Employer will notify the Contractor if it has been unsuccessful in the Mini Competition.
- 7 Where the Contractor has been successful in the Mini Competition, the Employer will notify the Contractor in writing and issue an ECSC Call Off, with the Contract Data populated and all associated schedules, including the Additional Conditions of Contract. The Employer and the Contractor shall sign and enter into the Call Off.
- 8 The Employer shall not be required to invite the Contractor to participate in a Mini Competition if, at the relevant time:
 - 8.1 the Contractor is in breach of any obligation under the Framework Agreement and/or any Call Off (including in circumstances where the Employer has not exercised its rights in relation to such breach including its rights of termination); or
 - 8.2 the Contractor's financial circumstances, in the opinion of the Employer (in its absolute discretion), may adversely affect its ability to perform the relevant Call Off in accordance with this Framework Agreement or the relevant Call Off.

Part 2 – Request for Quotation (RFQ)

- 1 An overview of the process for an RFQ is as follows:

Stage	Stage name	Description
1	Call Off Preparation	The Employer prepares a Call Off Specification and any specific evaluation criteria.
2	RFQ Publication and Invitation	The Employer will publish an RFQ either via Atamis or email to the contractors on the relevant Lot, containing: • Instructions to Tenderers (including any specific evaluation criteria) • Call Off Specification • Deadline for submission of quotations • Call Off Form based on either ECSC, including the Additional Conditions of Contract, or the Purchase Order Terms and Conditions (depending on the estimated value of the Call Off). The Employer invites the Contractor (together with other contractors on the Lot) to confirm whether it is able to meet the requirements of the Call Off within the required timeframe and to provide its quotation. All responses to requests made via Atamis must sent by the Contractor to the Employer via Atamis. All responses to requests made via email must be sent by the Contractor to the Employer to via email.
3	Evaluation	The Employer evaluates the quotations received.
4	Appointment	A contractor is selected and appointed under the relevant Call Off. The Employer raises a Purchase Order and shares the reference number with the Contractor.

- 2 The Employer will select a contractor which has submitted a compliant quotation by the deadline specified in the RFQ. Compliant quotations are quotations in which the contractor has confirmed (and, where required by the RFQ, evidenced to the Employer's satisfaction) that it is able to meet the requirements of the Call Off within the required timeframe as set out in the RFQ.
- 3 The Contractor with the lowest cost compliant quotation will be awarded the Call Off.
- 4 Rates and prices for people submitted by the Contractor during the RFQ process shall not exceed those calculated in accordance with any relevant Framework Rates (save that the Employer may, in its absolute discretion, agree to permit contractors to exceed the Framework Rates where necessitated by exceptional circumstances).

- 5 The Employer will notify the Contractor if it has been unsuccessful in the RFQ.
- 6 Where the Contractor has been successful in the RFQ, the Employer will notify the Contractor in writing and issue the Call Off. If the anticipated quotation value is equal to or exceeds £10,000, then the Employer will issue an ECSC Call Off with the Contract Data populated and all associated schedules, including the Additional Conditions of Contract. The Employer and the Contractor shall sign and enter into the Call Off.
- 7 Where the Contractor has been successful in the RFQ and the anticipated quotation value is less than £10,000, then the Call Off will be a Purchase Order Call Off, and the parties will follow the Purchase Order Call Off Procedure. The Associated Documents shall be deemed to be incorporated into each Purchase Order Call Off, whether or not referred to by the parties in the course of the Purchase Order Call Off Procedure.
- 8 The Employer shall not be required to award the Contractor a Call Off if, at the relevant time:
 - 8.1 the Contractor is in breach of any obligation under the Framework Agreement and/or any Call Off (including in circumstances where the Employer has not exercised its rights in relation to such breach including its rights of termination); or
 - 8.2 the Contractor's financial circumstances, in the opinion of the Employer (in its absolute discretion), may adversely affect its ability to perform the relevant Call Off in accordance with this Framework Agreement or the relevant Call Off.

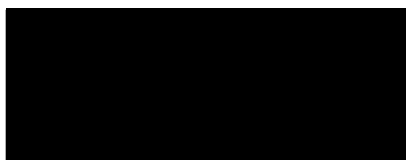
Part 3 – Direct Award

- 1 An overview of the process for a Direct Award is as follows:

Stage	Stage name	Description
1	Call Off Preparation	The Employer prepares a Call Off Specification and other requirements of the Call Off.
2	Competency and Quotation	The Employer requests one or more contractors to confirm whether they are able to meet the requirements of the Call Off within the required timeframe and to provide a quotation.
3	Appointment	The Employer selects a Contractor and awards the Call Off. The Employer raises a Purchase Order and shares the reference number with the Contractor.

- 2 The Employer in its absolute discretion shall decide which Contractor will receive a Call Off by Direct Award.
- 3 Rates and prices for people submitted by the Contractor during the Direct Award process shall not exceed those calculated in accordance with any relevant Framework Rates (save that the Employer may, in its absolute discretion, agree to permit contractors to exceed the Framework Rates where necessitated by exceptional circumstances).
- 4 Where the Contractor has been selected for the Direct Award of a Call Off, and the parties will follow the Purchase Order Call Off Procedure. The Associated Documents shall be deemed to be incorporated into each Purchase Order Call Off, whether or not referred to by the parties in the course of the Purchase Order Call Off Procedure.
- 5 The Employer shall be entitled to rescind its decision to award the Contractor a Call Off by Direct Award if, at the relevant time:
- 5.1 in the opinion of the Employer (in its absolute discretion) the Contractor does not have capacity to and/or is not capable of performing the Call Off to which the Direct Award relates; or
- 5.2 the Contractor is in breach of any obligation under the Framework Agreement and/or any Call Off (including in circumstances where the Employer has not exercised its rights in relation to such breach including its rights of termination); or
- 5.3 the Contractor's financial circumstances, in the opinion of the Employer (acting reasonably), may adversely affect its ability to perform the relevant Call Off in accordance with this Framework Agreement or the relevant Call Off.

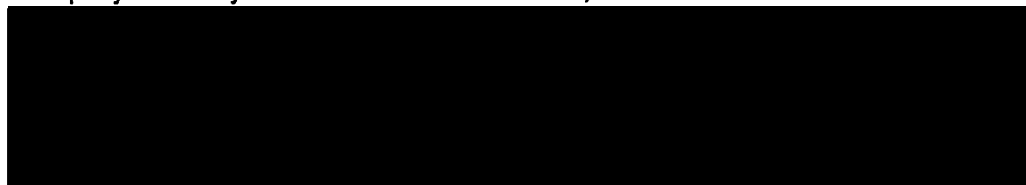
Executed as a deed by)
Secretary of State for Health and Social Care)
acting through the Medicines and Healthcare)
products Regulatory Agency)
by affixing its common seal in the presence of)



Authorised signatory

[•Common seal of Medicine & Healthcare products
Regulatory Agency]

Executed as a deed by)
[•Contractor] acting by)
two directors or a director and the)
company secretary)



.....
Signature

.....
Name of director/company secretary