

Short Contract

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

and 

For **CBRM Power Distribution Switchboard Replacement - 2022**
Ref. C101377

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

Contract Data

The *Employer* is

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

The *service* is **CBRM Power Distribution Switchboard Replacement - 2022**

The *starting date* is **12 September 2022**
The *service period* is **24** months.
The *period for reply* is **2** weeks.
The *assessment day* is the **1st** of each month.

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

Contract Data

The *Adjudicator* is

Name

Address

Telephone

E-mail address

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 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 first insurance stated in the

Insurance Table is **£2,000,000**

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

Insurance Table is **£2,000,000**

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

Insurance Table is **£2,000,000**

The *Adjudicator* nominating
body is

.....

The *tribunal* is

.....

If the *tribunal* is arbitration,
the arbitration procedure is

.....

The *conditions of contract* are the NEC3 Term Service Short Contract April 2013 and the following additional conditions

Only enter details here if additional conditions are required.

Z1 Official Secrets and confidentiality

Z1.1 The Official Secrets Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract from the starting date until the Defects Certificate or a termination certificate has been issued.

Z1.2 The Contractor notifies his employees and his Subcontractors of their duties under these Acts.

Contract Data

- Z1.3 The Contractor does not use or disclose information concerning the contract obtained either by the Contractor or by any person employed by him except for the purposes of the contract.

Z2 Security

- Z2.1 The Contractor submits to the Project Manager details of people who are to be employed by him and his Subcontractors in connection with the works. The details include a list of names and addresses, the capacities in which they are employed, and other information required by the Project Manager.
- Z2.3 Employees of the Contractor and his Subcontractors are to carry an Employer's pass whilst they are on the parts of the Site stated in the Contract Data.
- Z2.4 The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required. The Project Manager issues the passes to the Contractor. Each pass is returned to the Project Manager when the employee no longer requires access to that part of the Site or after the Project Manager has given notice that the employee is not to be admitted to the Site.
- Z2.5 The Contractor does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the Employer.
- Z2.6 The Contractor takes the measures needed to prevent his and his Subcontractors' people taking, publishing or otherwise circulating such photographs.

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

- Z3.1 That any payment due from the Employer to the Contractor under the contract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed.
- Z3.2 Any invoices for payment submitted by the contractor are considered and verified by the Employer in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed.
- Z3.3 That any subcontract awarded by the contractor contains suitable provisions to impose, as between the parties to the subcontract—
- (i) requirements to the same effect as those which sub-paragraphs Z5.1 and Z5.2 require to be imposed as between the parties to the public contract; and
 - (ii) a requirement for the subcontractor to include in any subcontract which it in turn awards suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those required by this sub-paragraph Z5.3.

Z4 Orders and Invoicing

- Z4.1 All orders for goods, requests for planned preventative maintenance, reactive maintenance and replacement parts must be subject to a purchase order from the Employer.
- Z4.2 All invoices must state the Employers purchase order number, otherwise the invoice will be returned to the supplier.
- Z4.3 A single invoice must only relate to a single purchase order (PO). The employer cannot process invoices against multiple POs.

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

Z5.1 GDPR CLAUSE DEFINITIONS:

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

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

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

Contract Data

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

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

DPA 2018: Data Protection Act 2018

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

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

LED: Law Enforcement Directive (Directive (EU) 2016/680)

Protective Measures: Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the Effectiveness of the such measures adopted by it including those outlined in Annex 2 (Security).

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

- Z5.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Annex 1. The only processing that the Processor is authorised to do is listed in Annex 1 by the Controller and may not be determined by the Processor.
- Z5.3 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- Z5.4 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- Z5.4.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - Z5.4.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - Z5.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - Z5.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- Z5.5 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- Z5.5.1 process that Personal Data only in accordance with Annex 1, unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - Z5.5.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - Z5.5.2.1 nature of the data to be protected;
 - Z5.5.2.2 harm that might result from a Data Loss Event;
 - Z5.5.2.3 state of technological development; and
 - Z5.5.2.4 cost of implementing any measures;

Contract Data

Z5.5.3 ensure that:

- Z5.5.3.1 the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 1);
- Z5.5.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (a) are aware of and comply with the Processor's duties under this clause;
 - (b) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- Z5.5.3.3 not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavors to assist the Controller in meeting its obligations); and
 - (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- Z5.5.3.4 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

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

- Z5.6.1 receives a Data Subject Request (or purported Data Subject Request);
- Z5.6.2 receives a request to rectify, block or erase any Personal Data;
- Z5.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation
- Z5.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- Z5.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- Z5.6.6 becomes aware of a Data Loss Event.

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

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

- Z5.8.1 the Controller with full details and copies of the complaint, communication or request;
- Z5.8.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- Z5.8.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- Z5.8.4 assistance as requested by the Controller following any Data Loss Event;
- Z5.8.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

Z5.9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

Contract Data

- Z5.9.1 the Controller determines that the processing is not occasional;
- Z5.9.2 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
- Z5.9.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- Z5.10 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- Z5.11 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- Z5.12 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
 - Z5.12.1 notify the Controller in writing of the intended Sub-processor and processing;
 - Z5.12.2 obtain the written consent of the Controller;
 - Z5.12.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause
- Z5.13 such that they apply to the Sub-processor; and
- Z5.14 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- Z5.15 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- Z5.16 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- Z5.17 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- Z5.18 Where the Parties include two or more Joint Controllers as identified in Annex 1 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex 1 in replacement of Clauses Z5 for the Personal Data under Joint Control.
- Z6 Crown Commercial Service**
 - Z6.1 The Crown Commercial Service (CCS) will be entitled to request management information from the successful supplier. This will facilitate the collection and analysis of supplier management information relating to Government contracts. This policy contributes to the Government's aim to achieve greater efficiencies in Public Sector procurement. This is a mandatory requirement that has been placed upon the Employer.

Contract Data

Annex 1 Schedule of Processing, Personal Data and Data Subjects

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the Controller and the Contractor is the Processor in accordance with Clause Z5.
Subject matter of the processing	The processing is needed to ensure that the Processor can effectively deliver the contract to provide a service to the agency.
Duration of the processing	The duration is for the life of the contract
Nature and purposes of the processing	Recording and storage of work contact details.
Type of Personal Data being Processed	Staff name and department, address of Agency, work telephone numbers and emails.
Categories of Data Subject	Staff
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Data does not need to be returned. Staff lists need to be deleted from Processor database at end of contract.

The Contractor's Offer

The Contractor is

Name [REDACTED]

Address [REDACTED]

Telephone [REDACTED]

E-mail address [REDACTED]

The percentage for overheads and profit added to the Defined Cost for people is [enter %] %.

The percentage for overheads and profit added to other Defined Cost is [enter %] %.

The Contractor offers to Provide the Service 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 for [REDACTED]
part of the service in Part 1 of the
Price List is

The offered total of the Prices for
part of the service in Part 2 of the
Price List is

Enter the total of the Prices from the Price List. £ [REDACTED]

Signed on behalf of the Contractor: [REDACTED]

Name

Position

Signature Date

The Employer's Acceptance

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

Signed on behalf of the Employer: **Medicines and Healthcare products Regulatory Agency**

Name

Position

Signature Date

Price List

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a Task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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, Expected 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 a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected quantity column.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

PART 1

See Annex 2, and as specified in ITT C79388 and the supplier bid

Item number	Description	Unit	Quantity	Rate	Price
.....	Revised%20CBRM%20SWITCHGEAR-CSUK%20ATR Costings.xlsx	A1R Costings.xlsx
.....
.....
.....

The total of the Prices for Part 1

PART 2

Item number	Description	Unit	Quantity	Rate	Price
.....
.....
.....
.....

The total of the Prices for Part 2

Service Information

The Service 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. The Service Information should state clearly the part of the *service* which is to be carried out by the *Contractor* and which does not require the *Employer* to issue a Task Order. This part of the *service* is priced in Part 1 of the Price List. Information provided by the *Contractor* should be listed in the Service 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 Service Information.

1 Description of the service

Give a detailed description of what the *Contractor* is required to do. This may include drawings.

See Annex 1, and as specified in ITT C79388 and the supplier bid

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2 Specifications

List the specifications that apply to this contract.

See Annex 1, and as specified in ITT C79388 and the supplier bid

Title	Date or revision	Tick if publicly available
.. See Annex 1
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Service Information

3 Constraints on how the *Contractor* Provides the Service

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*.

... See Annex 1, and as specified in ITT C79388 and the supplier bid

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4 Requirements for the plan

State whether a plan 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.

. See Annex 1, and as specified in ITT C79388 and the supplier bid

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Service Information

5 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.

Item	Date by which it will be provided
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6 Property affected by the service

Give information about any property affected by the service and any other information which is likely to affect the Contractor's work.

[illegible]

Task Order

Task Order form for use when work within the service is instructed to be carried out within a stated time period of time on a Task by Task basis

Task Order Noservice
To
..... (Contractor)

I propose to instruct you to carry out the following task

Description
.....
.....
Starting date
Completion date
Delay damages per week
.....

Please submit your price and programme proposals below.

Signed Date
(for Employer)

Total of Prices for items of work on the
Price List (details attached)

Total of Prices for items of work not on the
Price List (details attached)

The programme for the Task is [ref] (attached)

Signed Date
(for Contractor)

I accept the above price and programme and instruct you to carry out the Task

Signed Date
(for Employer)

Annex 1



Specification For
CBRM LV Switchboard

Annex 2



Revised%20CBRM%20
0SWITCHGEAR-CSUK9