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| Logo22W | Engineering and Construction | |
| Short Contract | |  |
| A contract between | The Secretary of State for Health acting through the Medicines and Healthcare products Regulatory Agency |  |
| and | Commercial Services UK |  |
| For  Reference | Cable Replacement to Distribution Boards  C193868 |  |
|  | Contents | Page |
|  | Contract Forms |  |
|  | Contract Data  The *Contractor*’s Offer  The *Employer*’s Acceptance  Price List  Works Information  Site Information  Conditions of Contract | 2  4  4  5  6  9  CC1 |
|  | Notes about this contract are printed in boxes like this one. They are not part of the contract. | |
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| Contract Data | | |
|  | The *Employer* is |  |
| Name  Address  Telephone  E-mail address  The *works* are  The *site* is | Medicines and Healthcare products Regulatory Agency  Blanche Lane, South Mimms, Potters Bar, Hertfordshire, EN6 3QG.  01707 641 000  [purchasing@mhra.gov.uk](mailto:purchasing@mhra.gov.uk) .  Cable Replacement for Distribution Boards  Blanche Lane, South Mimms, Potters Bar, Hertfordshire, EN6 3QG. | |
| The *starting date* is  The *completion date* is  The *period for reply* is  The *defects date* is  The *defect correction period* is  The *delay damages* are  The *assessment* *day* is the  The *retention* is | REDACTED | weeks.  weeks after Completion.  weeks.  per day.  of each month.  %. |
| Does the United Kingdom Housing Grants, Construction and  Regeneration Act (1996) apply? | | No |
|  | The *Adjudicator* is |  |
| Name  Address  Telephone  E-mail address | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Fax . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | |
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| Contract Data | | |
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| 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 | [enter amount] | for any one event. |
| The *Employer* provides this insurance | Only enter details here if the *Employer* is to provide insurance.  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | |
| The minimum amount of cover for the third insurance stated in the | | |
| Insurance Table is | REDACTED | |
| The minimum amount of cover for the fourth insurance stated in the | | |
| Insurance Table is  The *Adjudicator nominating body* is  The *tribunal* is  If the *tribunal* is arbitration, the arbitration procedure is | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | |
| The *conditions of contract* are the NEC3 Engineering and Construction Short Contract April 2013 and the following additional conditions  Only enter details here if additional conditions are required.  **Z1 Official Secrets and confidentiality**  Z1.1 The Official Secrets Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract from the starting date until the Defects Certificate or a termination certificate has been issued.  Z1.2 The Contractor notifies his employees and his Subcontractors of their duties under these Acts.  Z1.3 The Contractor does not use or disclose information concerning the contract obtained either by the Contractor or by any person employed by him except for the purposes of the contract.  **Z2 Security**  Z2.1 The Contractor submits to the Project Manager details of people who are to be employed by him and his Subcontractors in connection with the works. The details include a list of names and addresses, the capacities in which they are employed, and other information required by the Project Manager.  Z2.3 Employees of the Contractor and his Subcontractors are to carry an Employer’s pass whilst they are on the parts of the Site stated in the Contract Data.  Z2.4 The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required. The Project Manager issues the passes to the Contractor. Each pass is returned to the Project Manager when the employee no longer requires access to that part of the Site or after the Project Manager has given notice that the employee is not to be admitted to the Site.  Z2.5 The Contractor does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the Employer.  Z2.6 The Contractor takes the measures needed to prevent his and his Subcontractors’ people taking, publishing or otherwise circulating such photographs.  **Z3 Payment of undisputed invoices within 30 days by contracting authorities [Employers], contractors and subcontractors – Public Contracts Regulations 2015, Regulation 113**  Z3.1 That any payment due from the Employer to the Contractor under the contract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed.  Z3.2 Any invoices for payment submitted by the contractor are considered and verified by the Employer in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed.  Z3.3 That any subcontract awarded by the contractor contains suitable provisions to impose, as  between the parties to the subcontract—  (i) requirements to the same effect as those which sub-paragraphs Z5.1 and Z5.2 require to be imposed as between the parties to the public contract; and  (ii) a requirement for the subcontractor to include in any subcontract which it in turn awards suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those required by this sub-paragraph Z5.3.  **Z4 Orders and Invoicing**  Z4.1 All orders for goods, requests for planned preventative maintenance, reactive maintenance and replacement parts must be subject to a purchase order from the Employer.  Z4.2 All invoices must state the Employers purchase order number, otherwise the invoice will be returned to the supplier.  Z4.3 A single invoice must only relate to a single purchase order (PO). The employer cannot process invoices against multiple POs.  **Z5 UK General Data Protection Regulation (Regulation 2016/679) – “UK GDPR”**  Z5.1 DEFINITIONS:  **Data Protection Legislation**: (i) the UK GDPR, and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;  **Data Protection Impact Assessment**: An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.  **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer**: take the meaning given in the UK GDPR.  **Sub-processor**: Any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement  **Data Loss Event**: Any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.  **Data Subject Request**: A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.  **DPA 2018**: Data Protection Act 2018  **UK GDPR**: the UK General Data Protection Regulation (Regulation 2016/679)  **Joint Controllers**: Where two or more Controllers jointly determine the purposes and means of processing  **Protective Measures**: Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be | | |
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| Contract Data | | | | |
| The *Contractor*’s Offer | | | | |
| The *Contractor* is | | | |  |
| Name  Address  Telephone  E-mail address | Commercial Services UK  Unit G Gateway 1000 Arlington Business Park, Stevenage, Herts, SG1 2FP  REDACTED | | | |
| The percentage for overheads and profit added to the Defined Cost for people is %.  The percentage for overheads and profit added to other Defined Cost is %. | | | | |
| The *Contractor* offers to Provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*. | | | | |
| The offered total of the Prices is | Enter the total of the Prices from the Price List.  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 Works | | | | |
| Signed on behalf of the *Employer* | | |  | |
| Name  REDACTED | | |  | |
| Position | | |  | |
| Signature | | |  | |
| Date | | |  | |
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| Contract Data |
| Price List |
| If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.  If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered. |

REDACTED

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| 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.** |

**Specification for the Distribution Cable Replacement Project**

**Introduction/Scope**

MHRA South Mimms replacement of main LV feeder cable to distribution boards in North, South, BSD and FCS areas.

Currently these cables are in an unsatisfactory condition and are close to being non-compliant to BS7671.

The have exceeded their life cycle early due to increasingly higher seasonal ambient temperature effects, with time this is compounded through being sited at high level within all plantroom’s.

There is a high risk of insulation failure that would lead to either fire, personnel electric shock!

**Activity Schedule of Contractor’s Work**

The activity schedule described in this document is to be provided by the Contractor showing their detailed activities.

When returning your tender please detail how you expect to carry out the works. Specify how each task will be completed. How timings will affect the installation. List any critical downtime which would be expected for installation to take place.

Due to the nature of the BSD building, it is essential that full consultation with MHRA South Mimms is carried out prior to a detailed forward planning schedule being drawn up~~.~~ There are ***“special requirements”*** to keep our in vivo models from becoming exposed to noise, dust, fumes and temperature changes during the work phase, and every effort must be made to account for this.

It should be noted that this project will fall under the CDM regulations, and the appointed contractor will take full responsibility of managing the site under CDM. Our appointed CDM supervisor is : Havio. Details will be given at the site visit.

**Proposed Work**

All new electrical work shall be carried out in accordance with *IEE Wiring Regulations Eighteenth Edition and relevant current revisions.*

*Isolations will be carried out in accordance with SOP 6373 “*Control of Electrical Isolation”.

This project is to replace the feeder cables from the main LV panels to the distribution boards in the following areas:

- North labs main LV

- South labs main LV

- BSD main LV

- FCS main LV

The current cables installed are 25-35mm 5 core SWA 90-degree thermal rating and will need replacing with 1 x 5 core 50mm SWA with a 90c, or in some areas 1 x 50mm 5 core SWA 90c. These will need to be replaced with 2 x 5 core 70mm SWA 90c to allow for the larger loading the MCCB.

The distribution boards that are being re-fed will need to be examined to determine whether the new feeder cables can be terminated in the main incomer. In cases where it is not possible to terminate, the correct new main incomer should be sourced to incorporate the new cable dimensions and the load rating at each distribution board.

Each distribution board will need to be assessed to list critical equipment on the schedule e.g., I.T server equipment and security access and cold storage. In some cases where there is critical equipment the distribution board may need to be re-fed from an alternative source. This may mean feeding individual MCB supplies within the board or supplying a temporary cross feed to the board itself for the duration of the cable switch process. All works should be considered to minimize downtime and disruption of supply.

Current cable runs are in place to incorporate the existing distribution system. In some places new containment will need to be installed to incorporate the new feeder cables. Old containment can be used where possible. Any new containment installed shall need to be selected and installed to allow for the carrying capacity of cables and strength. All newly installed containment and cable runs will need to adhere to the latest fire regulations.

Cable trays shall be perforated and supplied in nominal 2,400mm lengths manufactured from galvanised mild steel complying with BS 1499 (Classification CR4/GP). Cable tray accessories shall be supplied by the Cable Tray Manufacturer; only where these are inadequate to meet special conditions can site-fabricated accessories be accepted with the approval of the Supervising Officer. Holes cut in cable trays for the passage of cable shall be drilled and suitably bushed.

Fixing of cable trays shall unless otherwise stated be at intervals not exceeding 1,200mm and at 200mm from bends of intersections. Fixing shall be either by brackets made by the Cable Tray Manufacturer of brackets made from “Unistrut” and/or “Unirax” sections whichever are preferred.

Trays up to but not including 150mm wide shall be 20 SWG thick: all cable trays shall be of the return flange-type. There should be 25% spare capacity for all cable tray installed.

Unless otherwise required cable tray and accessories shall be finished in hot dip galvanised after manufacture and sections of wiring trays shall be jointed together with 6mm diameter mushroom headed safety bolts and nuts to comply with BS 1494, Part 1. Adequate copper earthing strips shall be fitted at every joint.  A minimum clear space of 25mm shall be left behind all cable trays.

The contractor will provide the work for any new access holes on cable runs needed and be responsible for providing fire suppression on any access routes made on this project as required. Where cabling passes through the fabric of the building, consideration should be taken to fire stop any penetrations to maintain the integrity and categorisation of the areas.

Sufficient Scaffolding or alternative suitable access is to be provided by the contractor where-ever required.

The cables and SWA glands needed for the work are free issue and shall be provided by MHRA South Mimms. The institute has a stock of the following to incorporate the work:

* 3000m 5 Core 50mm SWA 90c in 500m lengths
* 250m 5 Core 70mm SWA 90c
* 46 weatherproof gland packs to suite 50mm SWA
* 46 stuffing glands to suite 50mm SWA
* 6 weatherproof glands to suite 70mm SWA

Any other materials needed for the work shall be supplied by the contractor.

Upon switching from the old supply to newly installed ones, the MHRA South Mimms maintenance electrical department can be on hand to oversee safe isolation and temporary supply arrangements. No live working is to be carried out at any stage in line with the current site policy.

Ideally the terminations at both the distribution board and LV panel end of the feeder cables will be terminated at the same time to minimize downtime and disruption of supply.

All old redundant cabling shall be removed from service and stripped out. The new cables are to be securely fixed in place by metal tie-wraps either on the existing or new containment.

A BS 7671 2018 + A2: 2022 Electrical installation Certificate shall be provided by the contractor of any new installation made onsite. Manufacturer’s literature must also be included.

**Site and Site Survey**

The site for the works is in the existing North, South, plantrooms including corridors and riser cupboards. BSD & FCS plantrooms only

All tenderers will be expected to carry out full site survey to verify actual site dimensions and cable run lengths, prior to further design work and the subsequent construction phase. This is mandatory for all contractors tendering as non-compliance will result in tender disqualification. The contractor is to allow for any site setup that may be required under the CDM regulations. Welfare facilities, power and water will be provided with the Project Engineers permission. Please allow for a full-time foreman or Site Engineer to be on site throughout the duration of all the works.

**Cost savings and options**

Please provide alternative cost saving ideas or options on how this project can save money or time, and still give us the high quality required.

**Gantt Chart**

Please provide your schedule of works (Gantt Chart) ideally is MS Project.

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| 2 Drawings |
| **List the drawings that apply to this contract.** |

05-LABS NORTH-PLANT FINAL

25-BSD-LOWER PLANT FINAL

26-LABS SOUTH-PLANT FINAL

FCS PLANTROOM FINAL

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| Contract Data |
| Works Information |
| 3 Specifications |
| **List the specifications which apply to this contract.** |

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

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

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

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

[Add additional specification information here]

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| 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]

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| 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).** |

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| 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]

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

**Location**

Blanche Lane, South Mimms, Potters Bar, Hertfordshire EN6 3QG, UK. Ordnance Survey reference TL217003

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

**Permit to Work**

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

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

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

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

**Asbestos**

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

**Noise, dust, vibration**

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

**Storage**

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

[Add additional site information here]

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