nec3 Term Service

Short Contract

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

and **Enbloc Ltd**

For **Control Panels Replacement & PCR Suite Refurbishment – Phase 1**

Ref. C115444

Contents

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 **Control Panels Replacement & PCR Suite Refurbishment – Phase 1**

The *starting date* is **12th December 2022**

The *service period* is **4** 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? Yes

Contract Data

The *Adjudicator* is

Name . . . . . As appointed by the RICS. . . . . .

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.
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; (iiii) 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.

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;

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:

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.

Z7 Contract Implementation Condition

Z7.1 Contract will be executed in phases. The implementation phases are contingent on funding provision made available to the Employer by the Employer's sponsor.

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 Enbloc Ltd

Address Unit 2, Pale Lane, Hook, Hampshire RG27 8DH

Telephone 01252 626 229

E-mail address sales@enbloc-cleanrooms.com

The percentage for overheads and profit added to the Defined Cost for people is [0%] %.

The percentage for overheads and profit added to other Defined Cost is [0%] %.

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 part of the *service* in Part 1 of the Price List is ..... £337,086.00 .....

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.	£337,086.00

Signed on behalf of the *Contractor:* Enbloc Ltd

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 .....

4

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,

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

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 3, and as specified in ITT C103553 and the supplier bid

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2 Specifications

List the specifications that apply to this contract.

See Annex 3, and as specified in ITT C103553 and the supplier bid

Title	Date or revision	Tick if publicly available
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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 3, and as specified in ITT C103553 and the supplier bid . . . . . .

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 3, and as specified in ITT C103553 and the supplier bid. . . . . .

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
. . . MHRA will provide appropriate welfare facilities. Including toilets, canteen, water, electricity etc. . . .	

Service Information

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.

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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 No . . . . . .

To . . . . . .

. . . . . (*Contractor*)

I propose to instruct you to carry out the following task

Description . **Programme of works will be agreed with Enbloc Project Manager during the post-contract mobilization stage** . . . . . .

. . . . . .

Starting date . **.circa 12th December 2022** . . . . . .

Completion date . . . . . .

Delay damages per week . **.circa 31st March 2023** . . . . . .

. . . . . .

. . . . . .

. . . . . .

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 2
Enbloc Quotation

Annex 3
Project Specification

SPECIFICATION Retro PCR and PCR laboratories.

Introduction:

The MHRA have identified that the PCR and Retro PCR control panels are to be replaced. This will include both suites split over two financial years, with the Retro PCR being completed first. The lab rooms will be refurbished to suit the new layout, including all air handling, ductwork, controls, and interfaces.

The Retro PCR Lab ventilation Air handling unit (HVAC 1/S/33) is controlled to provide a positive and negative (PCR) pressure control regime for labs 3087, 3088,3089 & 3090 and is highly dependent on its respective control panel integrity. In addition, the retro suite has its own ventilation system AHU 1/S/32 to provide a negative pressure regime for labs 3097,3098, 3101,3103,3108 & 3114.

The Walkers control panel that serves labs 3097,3098, 3101,3103,3108 & 3114 will be replaced in the second phase of works (2023) along with the PCR suite of labs.

For all areas the existing control panels were installed by Walkers ltd and are of a bespoke nature with an ad-hock build, this has led overtime to these panels being fraught with issues, unfortunately over the years the panel has suffered constant failures at component level and subsequent remedial works that have gone unrecorded, with the control schematic drawings not being accurate anymore lending this type of panel to be unsafe to work within and with most of the components being obsolete, the labs/suites are unsafe to use. It is therefore imperative these control panels are replaced.

The Retro PCR will also be refurbished within the lab to accommodate the new system and controls. The layouts and requirements are listed further in this document. This will be carried out this financial year, with the PCR suite planned for next year (2023). This will include but not be limited to, new air handling, new walls, benching, doors, finishes, data, power and Trend sensors.

You are to provide a cost for both areas, with the inflationary, or material increase for the PCR in 2023

The control panels and HVAC plant are located within the South upper plantroom.

Those contractors that are selected to tender will be asked to show examples of their works on similar related projects that they have previously undertaken and is to include a site visit by key members of the South Mimms project team.

H&S CDM works information

This project will require CDM regulations.
CDM Pre-construction & H&S Information will be provided by South Mimms CDM Advisor
Simon Rigers.

Project Description

Phase 1, 2022.

The project comprises of complete replacement of the HVAC, control panel and the refurbishment of the Retro PCR, Virology lab space.

Phase 2, 2023.
~~Complete replacement of the HVAC, control panel and the refurbishment of the PCR lab space.~~
~~The Walkers control panel that serves labs 3097,3098, 3101,3103,3108 & 3114 will be replaced~~

The proposed plan layouts are included within this tender package.

Noise, dust, vibration

Due to the nature of the building, it is essential that full consultation with The Employer is carried out prior to a detailed forward planning schedule being drawn up. There are "special requirements" in some areas of the Institute.

Reduce airborne dust by periodically spraying deconstruction/ demolition works with an appropriate wetting agent. Keep public roadways and footpaths clear of mud and debris.
Lead dust - Submit method statement for control, containment and clean-up regimes.

Precautions - Protect site operatives and general public from hazards associated with vibration, dangerous fumes and dust arising during the course of the Works.

Permit to Work

The Employer operates a permit to work system these include the following as required by the work: -

- Decontamination certificate.
- General Permit to work
- Fire Isolation
- Electrical Isolation
- Hot Work

All permits will be issued as necessary by authorised staff. No work is to commence without the possession of the relevant permit to work. These must be returned to the issuer on completion of the works for filing.

There are no health risks to contractors' personnel from the Employers activities as long as the Employers controls are complied with fully.

The Employer will continue to operate normally in the building. However, it may be necessary for some operational areas to be vacated for periods of time to allow works to be carried out. The Principal 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 Employer's maintenance personnel must be maintained at all times unless alternative arrangements have been made with the client.

The Principal Contractor must ensure that his operations do not pose any risk to the Employers personnel or visitors to the Institute.

Programme of Works

Please supply a Gantt Chart Schedule in your tender return. This should show all lead times. It is preferable that this is supplied in Microsoft Project but an excel spreadsheet would be accepted.

Design Change Post Contract Award

Any change to this specification after the tender has been received and the contract awarded will be controlled using the South Mimms Design Change form that is signed by both the Institute's project leader and the contractor's representative. The form will identify the change and its effect on costs and timescales.

Site Access

The logistical flow of Lorries and large vehicles must be managed to prevent heavy vehicle congestion on site. All works that may have indirect or direct impact on staff welfare must be carried out of hours.

Mon- Fri	06:00 to 8:30
	17:15 to 20:00
Sat & Sun	With the permission of the Project Engineer

Access to the site will be via the main access to South Mimms, which is shared with the client's employees, and visitors. All vehicles will be stopped at the security cabin and all drivers will be required to comply with the client's security arrangements.

After 6pm no work can take place unless security and PE have agreed to this.

House Keeping

Due to the clean environment required for the work of the institute, good housekeeping is required at all times. All waste material must be removed from site on a daily basis and storage for materials on site is not available. Any skips required must be provided by the contractor and positioned in a location agreed with the Project Engineer.

Confidentiality

Contractors are expected to keep any information about the work of the Institute or staff details totally confidential at all times.

Isolations

Electrical Isolations will be carried out in accordance with the Employers SOP no 6373, see attached document. The Employer will isolate all services as necessary; permits will be issued to cover all the scope of works.

Mechanical isolations - The Employer will isolate all services as necessary some such as Steam isolations would require chaining off so it cannot be de-isolated; permits will be issued to cover all the scope of works.

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.

Site

The site for the works is the existing Retro PCR & PCR department at South Mimms, located in the South lower building and the South upper plantroom.

Access to the plantroom will be via the store's courtyard, through a designated corridor and up the integral stairs to the plantroom. Heavy items of materials can be brought up to the floor via the lift but this must be with the approval of the Project Manager.

Survey site setup Information

A full survey is to be undertaken to establish and verify actual site dimensions, prior to further design work and the subsequent construction phase.

The contractor is to allow for container storage or any site setup. Toilets, catering facilities, power and water can be provided with the Project Engineers permission.

Strip out

The old panel, air handling units, ductwork and builders waste will need to be disposed of "Contractors engaging in refurbishment or new works on MHRA sites are required by law to control their waste arising's. If waste skips are being brought onsite these should, where possible, be controlled by the site service provider; ensuring that a 'duty of care' is maintained. **If a contractor brings his own skip onsite they should provide details and waste licenses/permits of the waste contractor and site where the waste will be disposed of as described above."**

Demolition Works

It is anticipated that there will be removal of doors, internal stud walling and ceilings. None of these are load bearing.

New Walls and Ceiling

The new wall covering will consist of:

Sheets of 18 mm WBP plywood fixed to either a wood or proprietary metal suspension system. The edges of the plywood will be butted together at the frame centre and then sealed with joint filler. All screw holes will be sealed with joint filler.

On top of the plywood will be fixed two layers of 12.5 mm plasterboard. The joints must be offset from the joints of the other plasterboard/plywood, and all edges are to be butted together with joint filler. All screw holes and joints will be sealed with joint filler.

All plasterboard joints are to be taped and jointed.

Within the YELLOW lab, there is to be built a dwarf wall. Approx. 1800mm long, with the height to be above bench and trunking. The top of the wall in to be capped in Trespa.

In the Blue lab between the two MSC's will be built a stud wall full height and approximately 1450mm long. Within this wall is to be fitted a window, approximately 1000mm x 1000mm starting about the same level as the opening on the MSC's.

Window:

A new double-glazed window is to be formed on the left-hand side of the lobby of the main Yellow lab. This is so staff can see into the lab. Approx. size 600mm square.

Finishes

Finishes should be impervious and appropriate to a CL2 environment, i.e., to prevent bacterial growth and aid washing and disinfecting. Altro 2mm vinyl will be used on the floor and have a welded joint between sheets.
Decoration and painting of the walls are to be in (Dulux diamond white eggshell), with a minimum of two coats to achieve satisfactory coverage.

Vinyl: Colour GREY.
All lab floors will be of the same product.
Floor: 2 mm Polyvinyl flooring **(GREY)** with hospital coving some 100mm up each wall using minimum 40 mm radius supporting infill. All joints are to be welded and sealed. This will include and not be limited to, self-leveling screed, making good.

Penetrations

It is imperative that penetrations of the room fabric for fixings, services etc. are kept to an absolute minimum to provide containment of pathogens. Of particular importance are fixings for proprietary dado trunking and shelf support structure, where all fixings should be sealed. All electrical sockets will be run in surface mounted dado trunking – Marco Elite 60 **Trunking System**.
All supply ductwork is to be extended to meet the new wall and ceiling surface, fully sealed and tested prior to mounting surface mount grilles.

Doors: Locks

Two new leaf and a halve doors will need to be installed in the blue, yellow and green labs. These will be half hour fire rated with vision panels, door furniture including handles and auto closure.
In the Red lab a 1000mm wide single doors will also need to be installed as per the drawing layout. These will be half hour fire rated with vision panels, door furniture including handles and auto closure. Door stops with rubber buffers. **All** locks will be from the ASSA range and suited.
New security press button locks must be installed on the Blue and Red external doors. These can be shown on site during the site visit.

Pass through hatch between Green and Yellow, Yellow and Red

New double opening Pass-Through Chambers. The hatch is to be a fully sealed unit in a stainless-steel construction with see through doors and easy-clean surfaces. The locking handle must be a secure cam lever style (Walkers or PSB) are our trusted supplier.
Size approx. 500mm wide x 500mm high x 500mm deep. Height FFL TBA but will be above bench and trunking.

Microbiological Safety Cabinet. Class 2 Recirculating.

Please provide two class 2 recirculating safety cabinets within the Blue lab as per drawing layout.

All cabinets supplied shall comply fully or exceed the requirements of British Standard BS EN 12469:2000 Biotechnology – Performance criteria for microbiological safety cabinets.

UPS: Both MSC's

A UPS is to be provided for the MSC cabinet. The UPS's must last a minimum of 30 minutes in case there is a power outage.
Class 2 cabinets

General construction

Minimum internal working width (mm)		12901290
Minimum internal working height (mm)		700
Minimum internal working depth (mm)		610
Minimum aperture width (mm)		1200
Minimum aperture height (mm)		200
Working level (mm)	830	

All external surfaces to be constructed from1.5mm thick mild steel epoxy powder coated 100micron thick.

The internal worktop should be constructed from 1.5mm thick 316 grade stainless steel with 1.5mm thick 304 grade inner lining.

The viewing window frame of the cabinet shall be manufactured from epoxy power coated aluminium and shall be hinged from the top lifting upward upon gas struts. The working aperture shall be provided with an aluminium light weight night door and a separate 100% sealed night door for fumigation.

Each cabinet shall be supplied on its own mild steel frame epoxy powder coated 100 micron thick and shall have adjustable feet for site levelling. The operational height of the MSC opening is 750mm FFL. This measurement will need to be double checked prior to the frame build.

Operational items

Within each cabinet an allowance shall be made to supply 1No. UK standard 13amp single socket outlet to be IP56 rated from the MK Masterseal range or other similar approved. The socket shall be

separately switched from the control panel on the face of the cabinet. With the tender return a price shall be provided for additional sockets outlets if required.

Lighting within the cabinet shall be accessible for maintenance and replacement without the need to enter the working chamber of the cabinet and provide 750 lux at work top level. All lighting will be LED high efficiency, low wattage.

Each cabinet shall have a key operated control system and shall provide the following information.

- Power on
- Air inflow safe
- Air inflow unsafe (with audible alarm)
- Door open

The control panel shall also have the following control button complete with LED indicators.

- Socket on
- Cabinet on
- Lights on
- Alarm mute (LED not required)

The recirculating power must be 130 watts or greater.

In addition to the control panel, the cabinet shall have an analogue needle gauge that indicates safe and unsafe working conditions.

Commissioning should involve the relevant velocity checks and an operator protection factor (OPF) test. All tests should be carried out to take into account the worst-case scenario for containment with all cabinets, centrifuges, air conditioning units running, and any other relevant factors taken into consideration. Tests certificates should be issued on the day of the test.

Test certificates are to be provided for the new MSC's.

Please provide independent warranty assurance for these cabinets.

Benching: Cupboards and Drawers.

Generally, cantilever bench framing (epoxy-coated steel; RAL colour Black, 30% gloss) with solid grade laminate work surfaces (Trespa 'Athlon' colour Sand) to peninsular or wall benching arrangements as indicated on layout. Please see drawing. All exposed edges radiused (40mm) as crescent profile.

Bench height will be 950mm FFL (See drawing). Please check that bench legs do not impede where the under-bench freezers, staff feet or the cupboard units go.

Red lab: Width-Depth-Height

1 x 800mm x 600mm 3 drawers under bench unit. All units are to have lockable rubber castors. All units in sand colour to match benching.

1 x 500mm x 500mm top drawer with cupboard underneath + internal adjustable shelf unit. This will slide under the epoxy sink drainer. All units are to have lockable rubber castors. All units in sand colour to match benching.

Trespa shelving as per room layout approx. 300mm deep. Shelving will be fitted to adjustable spur rails and brackets. 2 tiers on each section. Where there are exposed corners, these are to be have a 40mm radius put on them. Colour sand.

Yellow lab: Width-Depth-Height

1 x 800mm x 600mm 3 drawers under bench unit. All units are to have lockable rubber castors. All units in sand colour to match benching.

1 x 500mm x 500mm top drawer with cupboard underneath + internal adjustable shelf unit. This will slide under the epoxy sink drainer. All units are to have lockable rubber castors. All units in sand colour to match benching.

1 x cupboard 1200 x 600 x 2000mm with 4 internal adjustable shelves. All units in sand colour to match benching.

Trespa shelving as per room layout approx. 300mm deep. Shelving will be fitted to adjustable spur rails and brackets. 2 tiers on each section. Where there are exposed corners, these are to be have a 40mm radius put on them. Colour sand.

Green lab: Width-Depth-Height

1 x 1000mm x 600mm 4 drawers under bench unit. All units are to have lockable rubber castors. All units in sand colour to match benching.

Trespa shelving as per room layout. Shelving will be fitted to adjustable spur rails and brackets. 4 tiers on each section. Where there are exposed corners, these are to be have a 40mm radius put on them. Colour sand.

Blue lab: Width-Depth-Height

2 x 800mm x 600mm 3 drawers under bench unit. All units are to have lockable rubber castors. All units in sand colour to match benching.

1 x 500mm x 500mm top drawer with cupboard underneath + internal adjustable shelf unit. This will slide under the epoxy sink drainer. All units are to have lockable rubber castors. All units in sand colour to match benching.

1 x movable island trolley, 1200mm x 800mm, x 950 H. 40mm radius corners without upstand. The trolley frame is to be fixed in the middle off of the 'A' frame so staff could sit either side. All units are to have lockable rubber castors. All units in sand colour to match benching.

1 x cupboard 1200 x 600 x 2000mm with 4 internal adjustable shelves. All units in sand colour to match benching.

Trespa shelving as per room layout approx. 300mm deep. Shelving will be fitted to adjustable spur rails and brackets, 2 tiers on each section. Where there are exposed corners, these are to be have a 40mm radius put on them. Colour sand.

Blue lab between the WHB sink and the epoxy lab sink, a fitted Trespa splash screen This will have a large radiused front top corner.

Blue lab between the MSC's and the wall please allow for 3 x small shelves at MSC frame height to place lab gloves etc. on. Approx. size 300mm x 760mm

Our trusted contractor is ALS.

Epoxy Sinks:

All new and old water supplies and drainage, sink alterations must comply with L8 regulations. Water bylaws must also be observed. Any dead legs on the new, modified, or old water system must be removed.

Epoxy sink 400mm deep with integral drainer unit (colour from standard range of MHRA approval). This sink will be installed as per drawing layout. The waste pipe is to connect to existing pipework where practical. Hot and cold-water outlets including drains and traps.

It is to have a Trespa splash back). It will come with a tube style removable plug. (Counter lever laboratory taps) and all waste pipes must be in vulcathene or as existing.

In the Blue lab where there is an epoxy sink, this must have a small radiused splash screen towards the ceramic sink.

Ceramic Sinks:

All new and old water supplies and drainage must meet current L8 regulations. Water bylaws must also be observed. Any dead legs on the new, modified, or old water system must be removed.

All 4 labs will have installed a 400mm ceramic wash hand basin with Trespa splash back approx 400mm. These sinks will have lever taps. Hot and cold-water outlets units including drains and traps. The ceramic basin area will have a paper hand towel dispenser/ a soap dispenser and a small mirror to adjust mob caps or clothing. Around each of the ceramic sinks an eye wash rinse bottle is to be fitted to the wall. The sink is to sit forward from the wall and have a small shelf at the back. This shelf is to be made from Trespa, colour sand.

Electrical:

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

Isolations will be carried out in accordance with SOP 6373

Electrical and Trend panels within the plant room must be air cooled or fan assisted.

Allowance must be made within your return for correctly sized new distribution board breakers accompanied with cable size and volt drop calculations.

CPC' (circuit protective conductors) shall either be an incorporated core or a separate cable, for SWA's the armour is for mechanical protection only.

Power distribution and containment Trunking

Marco Elite 60 dado trunking to be utilised for Lab power outlets This trunking accommodates the Cat 7 data coms cable and meets the IT standard for data cable bends and terminations.

Site standard MK accessories (white two gang switched outlet's).
Power to MK outlets to be a minimum of 4mm CSA and a minimum of two circuits per Lab.

Lab power to socket outlets, RCD's are to be installed within the trunking within the lab current site specification is a Legrand (40 amp Ithermal) and 30mA trip rating to BS EN61008-1.

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.

Unless otherwise required wiring 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.

Power sockets:

Red Lab:
18 x twin power sockets above bench level.
12 x twin power sockets below bench level.

Yellow lab:
15 x twin power sockets above bench level.
10 x twin power sockets below bench level.

Green Lab:
12 x twin power sockets above bench level.
7 x twin power sockets below bench level.

Blue Lab:
13 x twin power sockets above bench level.
6 x twin power sockets below bench level.

Addressable Fire Smoke Detectors:

The smoke detectors in each of the labs are to be kept and re-installed once the works are complete. The reception computer graphics will need updating to reflect the new layouts. ADT is the supplier.

Lighting:

All 4 labs. Surface mounted IP 65 rated containment room LED lighting on the plaster board ceiling to provide 450 lux @ bench level switched by PIR / Daylight control. Lights are to be manufactures sealed to prevent ALL air leaks from the room. Agreed lights are to be on the emergency lighting circuit.

Emergency lighting should be fitted as demanded by the various regulations in force. Where there is a requirement to replace or install emergency lighting it should consist of a non-maintained bulkhead situated

near the exit of the lab/office/room with an emergency key switch mounted in an accessible position. Battery life must be 3 hours minimum. (RS stock number 483-8837) IP 65 non maintained emergency luminaire Manufacturers Part no. ZE8/3/ICEL.

Data/Trend Outlets

The data cable will be CAT 7 class F.
And must be installed by an Nexans approved installer (see Data Specification)

Trend alarm monitoring will be required for the lab pressures, fridges and freezers housed within the labs. Trend is to be seen on both the main Supervisors in the Maintenance Workshop and the BMS technician's office. These are shown on the drawings. Our preferred and trusted installer for Trend BMS is Detail Design Engineering (DDE).

Red Lab:
9 x dual data outlets
11 x BMS Trend Sensor points

Yellow lab:
5 x dual data outlets
9 x BMS Trend Sensor points

Green Lab:
3 x dual data outlets
7 x BMS Trend Sensor points

Blue Lab:
5 x dual data outlets
6 x BMS Trend Sensor points

Earth Bonding

The bonding of the electrical installation is to be carried out to the requirements to the current IEE Regulations and the Electricity Boards recommendations, special attention to be paid to the bonding of extraneous metalwork.

Inspection & Testing

The installation shall, upon completion, be inspected and tested in accordance with the standard procedure within the IEE Regulations.

The Contractor's attention is drawn to the electronic components within the control system which is disconnected before carrying out any tests.

Upon completion of the project the whole installation shall be inspected and completion with a inspection certificate submitted in accordance with the IEE Regulations Appendix 1.5

Labels

All items of equipment and sockets, data outlets etc. shall be fully identified with a label showing which distribution board or cabinet they are fed from.

The distribution board legend updated

Supply & Extract AHU units.

The new mechanical services are to be designed to maintain the required pressures and number of air changes to meet the specification.
Standby/Duty direct drive fans need to be installed both on the supply side and the extract. All motors will be inverter driven with an extra 25% redundancy so the system can ramp up and down as required to keep the balance of the lab pressures.
In the Blue lab, supply and extract grills/diffusers need to be directional and not the spiral type.
Airflow must be considered around the MSC end of the lab, so as not to cause eddies and disrupt airflow at the cabinet.
The existing HVAC units will need replacing and new units installed which gives the required air flows and pressure regimes. Heating and cooling coils will also need to be incorporated along with Trend BMS controls which will link back to the Maintenance/Trend workshops. A full set of remotely controllable graphics needs to be installed so engineers can make adjustments and control the system.

The filters for the new AHU must be from our approved and trusted supplier Jasun and the bag filters are to be the standard size REVO type. All other filters are to be off the shelf standard sizes. One complete spare set of filters must be allowed for in your tender return.

Modifications to the ductwork will need to happen for the new AHU to be installed. All electrics will need to be stripped back to the control panel and renewed.
All valves, strainers and non-return valves etc. will need replacing and the pipework that serves the AHU cut back to a practical position and replaced. The contractor is to check the size of the pipework and ensure that the pipe is of sufficient size to provide the correct amount of heating and cooling to meet the new air flows and temperature requirement of the laboratories.
The system is to operate under automatic control using the site wide Trend BMS system, which will be altered and developed to take in to account the changes required for the new laboratories.
The Trend BMS logic control is to automatically adjust the room pressures via inverter and suitably installed dampers that prevent "hunting" adjustments to accommodate the various configuration of use of the MSC's.
The entire suite must have air pressures and flow rates rebalanced after the works have taken place, and a report submitted with client sign off.

Control Panels:

The existing Walkers panels are to be replaced with new dedicated ones. They must control all aspects of the AHU system and the required plant. The components inside must be standard control parts and be readily bought off the shelf.

Our strong preference within the cabinets are to use the "Wago" style connectors, and also the Wago Octal bases for the control relays. These can be viewed at https://www.wago.com/gb/

The cabinet is to be made from steel and powder coated, lockable double doors, with a defeat able electrical isolator switch. On the doors are to be mounted lamp testing buttons. The inside components will be Trend IQ4 controller/outstations. The cabinet is to be vented with fan assist.
Please can you firm up the existing lead time for the manufacture of the cabinets, and state this in your return.

Trend: Within the control panel, 1 x Cat 7 data outlet needs to be installed for use with the service engineer.

Air Pressure:

Note: All air pressures are relative to the corridor.

Above each threshold a pressure magnehelic is to be installed showing the pressure within the lab.

The air pressure in the Yellow/RED laboratory +/- 2 Pa
Within the first phase of the works within the Retro PCR, there are two different pressure requirements. In the main RED lab, during the interim period between phases being completed, this lab will be deemed yellow and will function at -30Pa on the window side lab and -15Pa in the corridor side lab. Once phase two is completed this lab will change to Red and will function at -45Pa on the window side and -30Pa on the corridor side.

Temperature: 21 ºC +/- 2 ºC
Air Changes: 15-20 / hr
Relative Humidity: Ambient

Air Pressure: The air pressure in the Green/YELLOW laboratory +/- 2 Pa
Within the first phase of the works within the Retro PCR, there are two different pressure requirements. In the main YELLOW lab, during the interim period between phases being completed, this lab will be deemed green and will function at +30Pa with the lobby running at +15Pa. Once phase two is completed this lab will change to YELLOW and will function at -15Pa with the lobby running at +0 Pa or ambient.

Temperature: 21 ºC +/- 2 ºC
Air Changes: 15-20 / hr
Relative Humidity: Ambient

Air Pressure: The air pressure in the GREEN laboratory +/- 2 Pa
Within the second phase of the works within the PCR, the pressure regime is to function at +15Pa with the lobby running at +0Pa or ambient.

Temperature: 21 ºC +/- 2 ºC
Air Changes: 15-20 / hr
Relative Humidity: Ambient

Air Pressure: The air pressure in the BLUE laboratory +/- 2 Pa
Within the second phase of the works within the PCR, the pressure regime is to function at +15Pa

Temperature: 21 °C +/- 2 °C
Air Changes: 15-20 / hr
Relative Humidity: Ambient

Commissioning

Any instruments used, must be UKAS certified with an approved calibration test sheet. These sheets and test results must form part of the electronic O and M file.

Personnel Training:

Upon completion and commissioning of all works described within this tender the contractor must allow sufficient training for up to six maintenance personnel in all aspects of maintenance and fault finding within the supplied equipment including a demonstration of the TREND installation and graphics

Maintenance

All plant and its subsidiary components must be easily accessible for routine servicing and maintenance.

The Contractor is to make provision for and submit details of requirements to ensure the safety and serviceability of the structure, including:

- Critical parts that should be regularly inspected, with recommendations for the frequency of inspection.
- Elements susceptible to corrosion, mechanical wear or fatigue that may need to be reconstructed or replaced during the design working life of the structure.
- Means of safe access for maintenance and repair.

Submit:

- Manufacturer's maintenance instructions.
- Guarantees, warranties, test certificates, record schedules and log books.
- Electrical works certification. The employer utilises easy cert software to produce its initial verification test certificates and condition reports. We require certificates to be produced by the contractor sitting with one of the Employers staff to enter the necessary details.

Operation and Maintenance Manuals will need to be provided showing new equipment and as built drawings, along with all certification and commissioning details. A full set of O&M's must be provided electronically in word / PDF format and Drawings must be in AutoCAD format.

Other

There are coat hook rails in the existing labs, these are to be kept and re-installed at the end of the works. Location TBA.

Please provide a standard white 12-hour analogue wall mounted battery powered lab/office clock in each of the labs. The clock is to be approx. 215mm wide location to be agreed.

Note: The lab chairs are for indication of seating arrangements and do not form part of this tender.

Please allow hire for the duration of the project phase 1, for a 20-foot x 8-foot steel storage container. This is likely to be located near our South carpark side of site. This is for storage of laboratory equipment and sundry

items. The container must be dry and have a locking front door. The ground must be prepared with slabs or have adjustable feet to site the container level.

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.