



CONTRACT

between

THE HEALTH AND SAFETY EXECUTIVE

**PROCUREMENT UNIT
BUILDING 6.4
REDGRAVE COURT
MERTON ROAD
BOOTLE
MERSEYSIDE, L20 7HS**

and

BSI STANDARDS LIMITED

**389 CHISWICK HIGH ROAD
CHISWICK
LONDON
W4 4AL**

PROVISION OF BRITISH STANDARDS

CONTENTS

Clause	Clause No.
General Conditions	1
Entire Agreement	2
Programme of Work	3
Management of the Contract	4
Duration	5
Charges	6
Invoicing and Payments	7
Deliverables	8
Intellectual Property	9
Freedom of Information Act 2000	10
Access to HSE Premises	11
Variation to Contract	12
Termination	13

Signatories

Schedules and Annexes

Schedule A	Programme of Work
Schedule B	HSE Standard Terms and Conditions
Schedule C	Cost Schedule
Annex 1	Contact List

This Contract is made between:

- (1) The **HEALTH AND SAFETY EXECUTIVE** of Redgrave Court, Merton Road, Bootle, Merseyside, L20 7HS (hereinafter called 'the HSE' of the one part) and
- (2) **BSI STANDARDS LIMITED**, company registration number 07864997 and whose registered office is at 389 Chiswick High Road, Chiswick, London WA4 4AL (hereinafter 'the Contractor' of the other part), in accordance with the details, terms and conditions stated herein.

WHEREAS

The Contractor was successful as a result of a tender exercise to deliver Lot 1 Online Access to British Standards Online and Lot 4 Provision of Paper Copies of British Standards.

1 GENERAL CONDITIONS

- 1.1 This Contract will be subject to the HSE Standard Terms and Conditions of Contract for the Provision of Services, attached as Schedule B. However, where any conflict exists between the clauses in this Contract and the Terms and Conditions at Schedule B, then the clauses in this Contract will prevail.

2 ENTIRE AGREEMENT

- 2.1 This contract constitutes the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, both oral and written, representations, statements, negotiations and undertakings.

3 PROGRAMME OF WORK

- 3.1 The Contractor will carry out on behalf of the HSE a Programme of Work (hereinafter called the "Work") as detailed in Schedule A to this Contract.
- 3.2 The Contractor shall organise and conduct the entire Work, in consultation with the HSE where appropriate, and provide all necessary resources of personnel, materials, services and equipment, except for such resources that may be provided by the HSE at its discretion.
- 3.3 No undertaking shall be deemed to have been made by the HSE in respect of the total quantities or values of the services to be ordered pursuant to this contract and the Contractor acknowledges and agrees that it has not entered into this contract on the basis of any such undertaking.

4 MANAGEMENT OF THE CONTRACT

- 4.1 The HSE Contract Manager who will be responsible for liaison and certifying completion of work and overall management of the service is identified at Annex 1.

- 4.2 Work will be briefed and monitored by the Contract Manager who will also evaluate the work on completion.
- 4.3 In all cases, both parties will work within agreed timescale/constraints and costs outlined at the beginning of the commission.

5 DURATION

- 5.1 The Work shall commence on 01 April 2017 and shall be completed by 31 March 2020 with an option to extend up to a further two years agreeable to both parties.

6. CHARGES

- 6.1 The Framework Agreement Fee offered by the provider for the assignments shall be the fees stated in their tender submission and listed at Schedule C Cost Schedule.

7 INVOICING AND PAYMENTS

- 7.1 All invoices raised must include the relevant Purchase Order number which will be issued by HSE Procurement Unit. Failure to include the Purchase Order Number may delay payment. Invoices should be submitted electronically in PDF format to APinvoices-HAS-U@sscl.gse.gov.uk or hard copy to the following address:

Health and Safety Executive
PO Box 401
SSCL
Phoenix House
Celtic Springs Business Park
Newport
NP10 8FZ

- 7.2 Invoices should also include details of work satisfactorily carried out and any VAT properly chargeable.
- 7.3 Shared Services shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice.
- 7.4 The Contractor shall send a copy invoice along with details of any work satisfactory carried out to the HSE Contract Manager identified at Annex 1.

8 DELIVERABLES

- 8.1 The Contractor shall provide British Standards online and paper copies to HSE across 20 sites for 200+ users and 60 SIMOS/licenses.

9 INTELLECTUAL PROPERTY

- 9.1 The data, software, equipment, and documentation contained in the Documents and Services comprise valued proprietary and commercial information of BSI and its suppliers, and are copyrighted. The HSE acknowledges that the Subscription Agreement does not confer any ownership rights whatsoever in the Documents and Services. The HSE acknowledges that all material, whether delivered on data tape, hard copy, electronically or otherwise, that are provided pursuant to the Services and all rights therein are the property of and are copyrighted by BSI or some other person or entity that owns copyright in the information used. The HSE will take any and all action that may reasonably be required by BSI to protect such rights and rights in the trademarks and service marks owned by BSI or other person or entity.
- 9.2 BSI provides all the Documents on an “AS IS” basis. The Documents may be compiled from materials furnished to BSI by outside sources and should be used as a reference source only. BSI does not warrant the completeness or accuracy of the Documents, that the HSE's use of the Services/Documents, including without limitation, that the databases and/or software and Documents, will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy the HSE's requirements.
- 9.3 BSI makes no warranties, representations or agreements, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular purpose.
- 9.4 BSI is not aware of any inherent risk of viruses in the PDF files forming the Documents at the time that they are downloaded. BSI has exercised due diligence to ensure, so far as practicable, that such files do not contain such viruses. The PDF files supplied may contain embedded typefaces. In downloading these files, the parties accept therein the responsibility of not infringing Adobe's® licensing policy. The HSE accepts that the operation and use of these files is at the HSE's risk and BSI does not accept and is not liable for any loss or damage which may be suffered from their operation or use. Adobe® is a trademark of Adobe Systems Incorporated.

10 THE FREEDOM OF INFORMATION ACT 2000

- 10.1 Authorities (including HSE) are committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to a public authority may need to be disclosed by the public authority in response to a request under the Act. We may also decide to include certain information in the publication scheme which we maintain under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Please

also note that the receipt of any material marked “confidential” or equivalent by the public authority should not be taken to mean that the public authority accepts any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenderers.

12 ACCESS TO HSE PREMISES

- 12.1 It shall be the Contractor’s responsibility to ensure that, where access to HSE Premises or HSE confidential information is necessary, personnel engaged in the performance of this Contract shall have undergone pre-employment checks covering identity, the last three years employment history, nationality and immigration status and criminal record for unspent convictions. Such checks shall meet the requirements of HMG Baseline Security Standard.
- 12.2 HSE reserves the right, at its sole discretion, to carry out audits and spot checks at any time during the Contract Period to satisfy itself that the checks have been carried out. Guidance on pre-employment checks may be found at <http://www.cabinetoffice.gov.uk/sites/default/files/resources/hmg-personnel-security-controls.pdf>

13 VARIATION TO CONTRACT

- 13.1 Except where expressly stated in this contract, no change, amendment or modification shall be effective unless in writing and signed by the duly authorised representatives of both parties.
- 13.2 Any agreed changes to the Contract or Schedule A (Programme of Work) will be in the form of a Contract Change Note (CCN), which will be raised and issued by the HSE Procurement Unit.

14 TERMINATION

- 14.1 This contract may be terminated by either party by giving one months written notice. In the event of termination by HSE, the contractor shall be provided with any re-imbursement of costs, actually and reasonably incurred, up to the date of termination, subject to the limit specified in Clause 6 above.

As Witnessed at the Hands of the Parties

SIGNATORIES

IN WITNESS WHEREOF THIS CONTRACT HAS BEEN AGREED :

Signature _____

Name in Capitals _____

Position _____

Date _____

Duly authorised to sign on behalf of **BSI STANDARDS LIMITED**
389 Chiswick High Road, Chiswick, London WA4 4AL

Signature _____

Name in Capitals _____

Position Procurement Manager

Date _____

Duly authorised to sign on behalf of the **HEALTH AND SAFETY EXECUTIVE**
Procurement Unit, Building 6.4, Redgrave Court, Merton Road, Bootle, Merseyside
L20 7HS

Contract No. 1.11.4.2976.

Schedule A

PROGRAMME OF WORK

The Contractor shall undertake the following Programme of Work titled **The Provision of British Standards, HSE T2976 BSI Tender Submission Form** dated 15 March 2017 a copy of which is embedded within this Schedule A:

;



The Provision
o_ITT_British Standar

Contract No. 1.11.4.2976.

Schedule B

HSE STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES

Please see the attached document containing the HSE Standard Terms and Conditions of Contract for the Provision of Services

COST SCHEDULE

Online access to British standards-

A maximum of a 5 year deal with a 3.5% increase each year as per the current agreement;

Based on 60 simultaneous user licences

Full BSOL content (no third party content)

and unlimited users

21+ sites - As our price list has a top band of sites applied as being 21+. Therefore a

Reduction in sites from 31 to 27 does not affect the price.

2017/2018 - £217,000

2018/2019 - £224,595

2019/2020 - £232,455

2020/2021- £240,591

2021/2022 - £249,012 ex vat

				Subject to agreed option to extend	
All Prices Exclusive of VAT	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022
Proposal price at 60 simos	£217,000	£224,595	£232,455	£240,591	£249,012
Customer Support	Free of charge	Free of charge	Free of charge	Free of charge	Free of charge
Training	Free of charge	Free of charge	Free of charge	Free of charge	Free of charge
Technical Support	Free of charge	Free of charge	Free of charge	Free of charge	Free of charge
Statistics monthly	Free of charge	Free of charge	Free of charge	Free of charge	Free of charge
Platform Fee	Free of charge	Free of charge	Free of charge	Free of charge	Free of charge
Account Management	Free of charge	Free of charge	Free of charge	Free of charge	Free of charge

Provision of paper copies of British standards

Contract No. 1.11.4.2976.

(Pay as you go service - BSI Membership discounts apply)

				Subject to agreed option to extend	
All Prices Exclusive of VAT	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022
Average cost per paper copy	£50-£100	£50-£100	£50-£100	£50-£100	£50-£100
Delivery (no extra cost)	3 – 5 working days	3 – 5 working days	3 – 5 working days	3 – 5 working days	3 – 5 working days

CONTACT LIST

HSE Contacts	BSI Standards Ltd Contacts
Contractual Queries	
Contract Managers / Technical Queries	