

Contract No. 1.11.4.4401.

To Be Quoted On All Correspondence



CONTRACT

between

THE HEALTH AND SAFETY EXECUTIVE

and

ASITE 3D REPO LIMITED

for

DISCOVERING SAFETY PROGRAMME RISK LIBRARY PHASE 3

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This Contract is made between:

The **HEALTH AND SAFETY EXECUTIVE** (acting as part of the Crown) of Redgrave Court, Merton Road, Bootle, Merseyside, L20 7HS (hereinafter called 'the HSE' of the one part) and

ASITE 3D REPO LIMITED, company registration number 14772861 and whose registered office is at 7th Floor, Leconfield House, Curzon Street, London, W1J 5JA (hereinafter 'the Contractor' of the other part), in accordance with the details, terms and conditions stated herein.

WHEREAS

The Contractor was appointed to deliver the services outlined in Schedule A

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. The Clauses in this Contract and the Terms and Conditions at Schedule B will also govern all Purchase Orders placed against this Contract.

2 ENTIRE AGREEMENT

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

3 STATEMENT OF SERVICE REQUIREMENTS

- 3.1 The Contractor will carry out on behalf of the HSE a Statement of Services (hereinafter called the "Services") as detailed in Schedule A to this Contract.
- 3.2 The Contractor shall organise and conduct the entire Services 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 the provision and overall management of the Services is identified at Annex 1.

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

5 DURATION

- 5.1 The Services shall commence on **3rd July 2023** and shall be completed by **31st May 2024**.

6 COSTS

- 6.1 The total amount to be paid by the HSE to the Contractor for the Services shall not exceed £99,950.00 exclusive of VAT.
- 6.2 The aforesaid amount of £99,950.00 to be paid by the HSE to the Contractor shall be made in accordance with the schedule of payments as detailed in Annex 2.
- 6.3 Any additional costs will be agreed in advance with the HSE Contract Manager and subject to clause 15 Variation to Contract.

7 IR35 – INTERMEDIARIES LEGISLATION

- 7.1 HSE has undertaken an IR35 assessment of this engagement, and the HMRC online assessment tool determined that IR35 does not apply to this engagement.

8 TAX STATUS

- 8.1 Where the Contractor, or its staff, is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 8.2 Where the Contractor, or its staff, is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 8.3 HSE may, at any time request that the Contractor provides information which demonstrates how it, or its staff, complies with Clauses 8.1 and 8.2 above or why those Clauses do not apply to it.
- 8.4 A request under Clause 8.3 above may specify the information which the Contractor, or its staff, must provide and the period within which that information must be provided.
- 8.5 HSE may terminate this contract if

a) in the case of a request mentioned in Clause 8.3 above-

- (i) The Contractor, or its staff, fails to provide information in response to the request within a reasonable time, or
- (ii) The Contractor, or its staff, provides information which is inadequate to demonstrate either how it complies with Clauses 8.1 and 8.2 above or why those Clauses do not apply to it;

(b) in the case of a request mentioned in Clause 8.4 above, The Contractor, or its staff, fails to provide the specified information within the specified period, or

(c) it receives information which demonstrates that, at any time when Clauses 8.1 and 8.2 apply the Contractor, or its staff, is not complying with those Clauses.

8.6 HSE may supply any information which it receives under Clause 8.3 to the Commissioners of Her Majesty's Revenue and Customs for the purposes of the collection and management of revenue for which they are responsible.

9 INVOICING AND PAYMENTS

9.1 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@gov.sscl.com.

9.2 Invoices should also include details of work satisfactorily carried out and any VAT properly chargeable.

9.3 HSE shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice. For all payment related queries please call the Shared Services Connected Limited (SSCL) Contact Centre on 0345 241 5356 quoting the relevant Purchase Order number. In some instances HAS-finance-ap-enquiries@gov.sscl.com may be able to assist with payment queries.

9.4 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.

10 DELIVERABLES

10.1 The Contractor shall provide the services detailed in Schedule A.

11 INTELLECTUAL PROPERTY

11.1 Your attention is drawn to clauses E8 within Schedule B of the attached standard terms and conditions.

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 CONFIDENTIALITY

- 13.1 The Contractor shall not at any time divulge any information or material acquired during the performance of this Contract to any third party without prior permission in writing of the Executive, except where required in the course of any legal proceedings.
- 13.2 The Contractor shall keep documents and other materials produced or acquired in the course of the contract in accordance with The Criminal Procedure and Investigations Act 1996 (CPIA).
- 13.3 HSE may disclose the Confidential Information of the Contractor:
- (a) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body;
 - (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 13.3(a) (including any benchmarking organisation) for any purpose relating to or connected with this Contract;
 - (e) on a confidential basis for the purpose of the exercise of its rights under this Contract; or
 - (f) on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause.

14 PUBLICATION

- 14.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. HSE shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 14.2 Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for HSE to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 14.3 HSE may consult with the Contractor to inform its decision regarding any redactions but HSE shall have the final decision in its absolute discretion.
- 14.4 The Contractor shall assist and co-operate with HSE to enable HSE to publish this Contract.

15 VARIATION TO CONTRACT

- 15.1 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.
- 15.2 Any agreed changes to the Contract or Schedule A (Statement of Service Requirement) will be in the form of a Contract Change Note (CCN), which will be raised and issued by the HSE Procurement Unit.

16 GOVERNING LAW

- 16.1 This Contract shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

17 TERMINATION

- 17.1 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-imbusement 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

ASITE 3D REPO LIMITED

7th Floor, Leconfield House, Curzon Street, London, W1J 5JA

Signature _____

Name in Capitals _____

Position Procurement Manager

Date _____

Duly authorised to sign on behalf of the

HEALTH AND SAFETY EXECUTIVE

Procurement Unit, Building 2.3, Redgrave Court, Merton Road, Bootle,
Merseyside L20 7HS

Contract No. 1.11.4.4401.

Schedule A

STATEMENT OF SERVICE REQUIREMENT

The Contractor shall undertake the following Statement of Service titled Discovering Safety Programme Risk Library Phase 3, dated 10th May 2023 and referenced 1.11.4.4401:

HSE Specification



Project Spec - 3D
Repo Plinx Innovator

Suppliers Proposal



2023-06-06 3D
Repo + Plinx Gantt.ç

Contract No. 1.11.4.4401.

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



HSE Standard Terms
and Conditions T4401

CONTACT LIST

HSE Contacts	Contractor Contacts
Contractual Queries	
Contract Managers / Technical Queries	

Annex 2

COSTS

1. The costs to be paid by the HSE to the Contractor for the Services shall be constituted as follows:

	Asite 3D Repo	Plinx	Total
Up-front	£ 10,657.35	£ 19,260.00	£ 29,917.35
Mid-project	£ 21,321.33	£ 20,495.00	£ 41,816.33
Upon completion	£ 16,621.33	£ 11,595.00	£ 28,216.33
	£ 48,600.00	£ 51,350.00	£ 99,950.00

2. The up-front payment of costs aggregating £29,917.35 excluding VAT shall be paid at the execution of this contract so as to enable the Contractor to provide the necessary resources of materials and equipment as detailed in the attached document titled Server costs in relation to up-front payments in Contract 1.11.4.4401.



Server costs in
relation to up-front

3. The mid-project payment of costs aggregating £41,816.33 excluding VAT shall be paid upon the Contractor fulfilling the following 3 criteria, namely:
- (i) the successful completion of the on-site deployment of Plinx systems (being the digital smart system through which site data is captured and connected to cloud services and operated by PLINX.IO as the subcontracting party to this contract);
 - (ii) the successful deployment and onboarding within the Asite 3D Repo platform;
 - (iii) the linking of live exclusion zones between the two systems (the **Mid-Project Milestone**).
4. The final payment of costs aggregating £28,216.33 excluding VAT shall be paid upon completion of the contract, subject to any additional costs as described in Clause 6.3 of this contract.
5. HSE Contract Manager and the Contractor will agree the completion of the above project stages prior to payment being authorised.