




Shared Business Services

# Modular Buildings Service Level Agreement (SLA)



Shared vision. Better together

### Framework Details

Title: **Modular Buildings**  
 Reference: **SBS10091**  
 Framework Duration: **4 years**  
 Framework End Date: **17 July 2023**  
 NHS SBS Contact: 

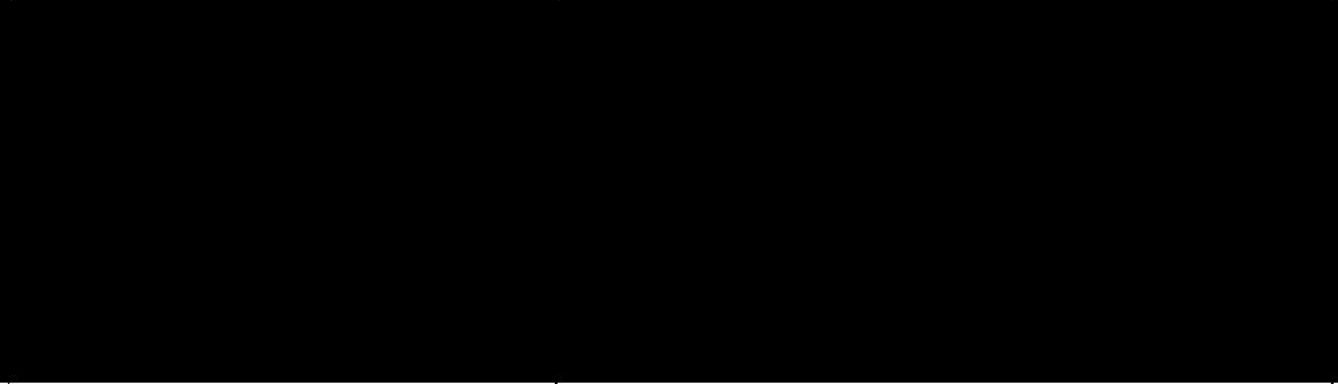
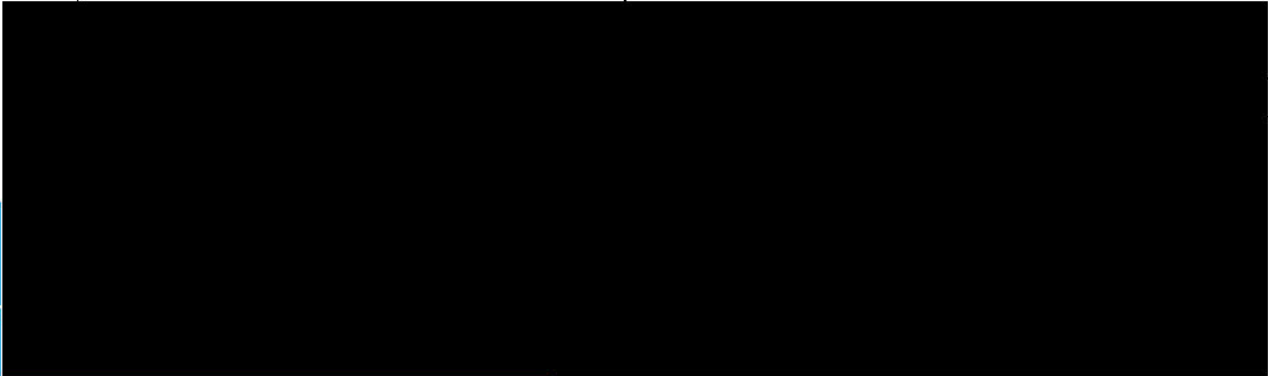
### Service Level Agreement Details

This Service Level Agreement (SLA) is between the following parties and in accordance with the Terms and Conditions of the Framework Agreement. Period of the Service Level Agreement (SLA)	Effective Date	09.04.2022	Expiry Date	08.04.2023

Unless otherwise agreed by both parties, this SLA will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the customer continues to access the supplier's services, the terms of this agreement shall apply on a rolling basis until the overarching Framework expiry date.

### Supplier SLA Signature panel

The "Supplier"	
Name of Supplier	Portakabin Ltd
NHS SBS Supplier Reference #	SBS10091
Name of Supplier Authorised Signatory	
Job Title of Supplier Authorised Signatory	Chief Executive Officer
Address of Supplier	Yorkon House, New Lane, Huntington, York, YO32 9PT

	
Contact Details email	
Contact Details phone	
Address of Customer	Quarry House, Quarry Hill, Leeds, LS2 7UE
	

PLEASE RETURN THE FINAL SIGNED COPY OF THIS DOCUMENT TO:



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### 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between *Portakabin Ltd* and *NHS England & Improvement*

for the provision of Modular Buildings. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Modular Buildings covered as they are mutually understood by the primary stakeholders.

The Framework terms and conditions (including the specification of service) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

### 2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Modular Buildings to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for Modular Buildings provision between the Supplier and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

### 3. Stakeholders

The primary stakeholders from the Supplier and the Customer will be responsible for the day-to-date management of the Agreement and the delivery of the service. If different from the Authorised Signatory details listed on page 1 of this Agreement, please provide the names of the **primary stakeholders** associated with this SLA.



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**Modular Building Supplier Contact** [REDACTED], Portakabin Ltd, Yorkon House, New Lane, Huntington, York, YO32 9PT

**Modular Building Customer Contact:** [REDACTED] Commercial Lead, Vaccine Deployment Programme, NHSEI

### 4. Estimated Duration of Contract

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed.

### 5. Service Requirements

#### A. Services Provided

Please detail the service(s) that will be provided by the Supplier to the Customer

*Lot 2 - Bespoke Modular Buildings for Hire*

- 1) Hire of Units as set out in 5.D. below*
- 2) Mobilisation of units*
- 3) All units shall conform to the (relevant) Specification as supplemented in 5.L. below*

#### B. Business Hours

Suppliers are required to provide and operate a single point of contact through which the Customer can contact the Supplier

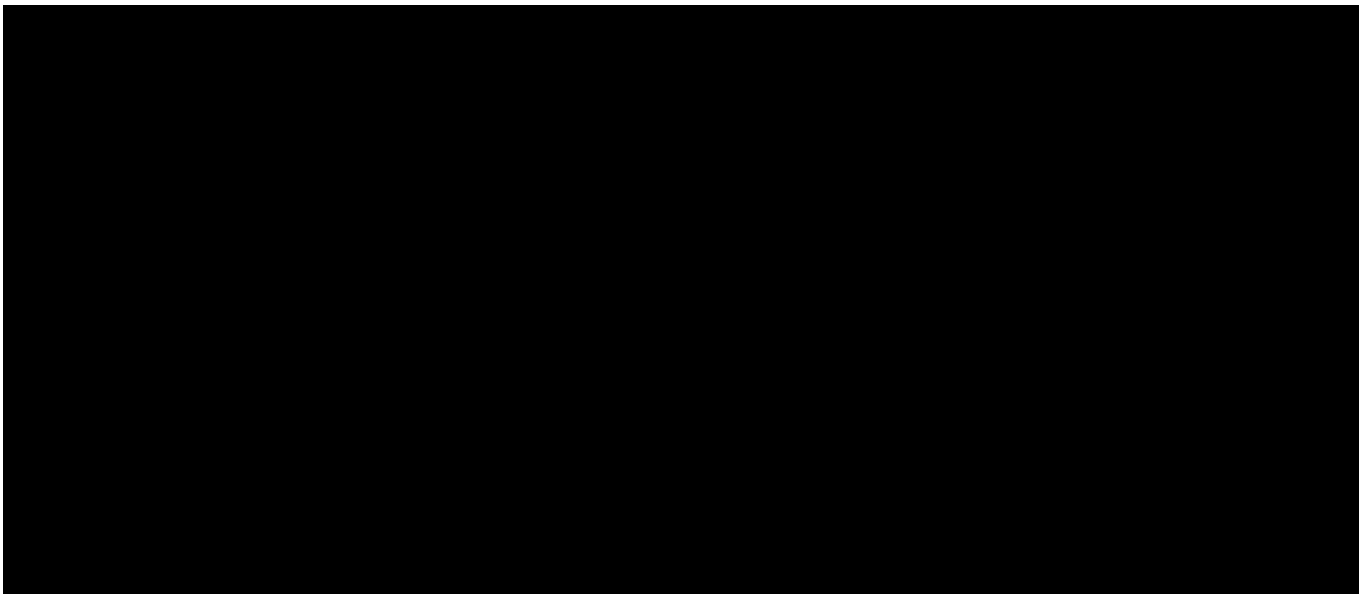
*Hours of contact 09 :00 – 17 :00*

#### C. DBS

The Customer should detail the level of DBS check requirement

N/A

#### D. Price/Rates inc. estimated total value



5) Total Contract Value £5,152,000

Please note all costs are exclusive of VAT

The following are included for Installation / Dismantle as per Set up costs as above:

- CDM
- Site accommodation (welfare) including temporary services
- PPE and general consumables
- Labour for installation and dismantle
- Cranage and rigger mats
- Testing, commissioning and chlorination

Other qualifications are as follows :

- Site installation / dismantle is to be carried out by a fully qualified site team and includes all necessary trained and competent labour, plant, supervision and insurance. This cost is based on standard weekday working hours and is subject to a site inspection by a member of the projects team/crane/hauler reps to ascertain a safe and cost-effective installation method.
- The installation / dismantle of the building will be carried out under the Portakabin Ltd direction without interruption and on a clear site with adequate approaches suitable for the necessary movement of the lifting equipment.
- The Client is responsible for providing confirmation that the ground or other surface will be firm, level and in good condition, and will provide proper support for the loads imposed by the lifting equipment, (loads provided by contract lift operator) and building siting. Testing of the ground to confirm suitability for lifting operations and building siting is the Client's responsibility as are costs associated with this.
- Price is based on using a crane to unload / load from transport and install / dismantle the Portakabin building (80T).
- Price allows for standard load bearing mats which will be positioned under the crane/lorry mounted crane outriggers. Further protection can be supplied at an additional cost subject to requirements based on the ground suitability information provided by the Client.
- The contract lifting services will be carried out in daylight during normal working hours unless otherwise agreed.
- Trackway has not been included - Client is to confirm that the ground conditions are suitable for the transport and cranage.
- Welfare has been included - Client should ensure that there is adequate room for the welfare units to be installed next to the proposed site and that adequate parking is cordoned off for Portakabin contractors.
- Ramp orientation on proposed layout is for illustrative purposes only.
- Ramped access is based on being fully compliant with Part M of the Building Regulations and BS 8300:2004. Comprises reinforced fibreglass mesh walkways 1500mm wide and anti-slip PVCu handrail system which is both colour contrasting for easy visibility and 'warm' to the touch. Adjustable telescopic legs for height adjustment and ground levelling.
- Stepped access comprises high quality modular CheckerSafe™ step system which complies to Part K of the Building Regulations. Landings and tread plates are fabricated in galvanised steel and coated with a Thermoplastic anti slip treatment which includes high visibility nosings. Full height guarding to all open faces complimented with wooden handrailing. Maximum ground to threshold height of 600mm.

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- No allowance has been made for moving existing buildings from site to site. Should the relocation of buildings be required, additional costs may be incurred.
- Remote monitoring on our generators is included.
- Removal costs are based on modules coming back to Portakabin regional centres as opposed to moving straight to another site.
- Larger tanks for waste and water have been costed to cater for the occupancy levels stated in the tender. We have allowed the following:
  - 5000 litre water bowser
  - 4500 litre waste tank
- 60 kVA generator allowed
- Set up costs have been based solely on the information available in the tender documents i.e. a solid base already in situ on flat ground.
- Costs include for fire alarm, emergency lighting and fire extinguishers to meet building control requirement.
- Costs include for Portakabin damage waiver.
- Costs include for canopies to each building.
- Service costs include 1nr fill and 1nr empty per week for waste tanks and water bowsers. Our allowance is based on minimising disruptions to site as much as possible.
- Fuel is excluded and would be charged at cost plus 15p per litre.
- Costs include for Jackpad® foundations; other foundation solutions will be quoted on a site by site basis as required.
- Decommissioning costs are based on no reinstatement works required.

*Individual Premises and Locations' requirements and costs will need to be agreed by the NHS Contract Manager and the Programme Estates Central Team.*

### **E. Sub-contracting**

Subcontracting of services by Suppliers is allowed, both to Framework suppliers and to non-Framework suppliers. Any Supplier sub-contracting will be fully responsible for liability and ensuring standards are maintained in line with the framework and this SLA.

N/A

### **F. Management Information (MI)**

Suppliers should provide Management Information as standard on a monthly basis. Customers should detail any additional management information required and the frequency of provision here.

### **G. Invoicing**

Please detail any specific invoicing requirements here

*The Supplier should invoice the Authority on a monthly basis, such invoices to be paid within 30 days of receipt, subject to any query resolution.*

### **H. Complaints/Escalation Procedure**

The standard procedure is detailed below

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*In the first instance, the Customer and Supplier should work together and attempt to resolve any issues locally. Should this approach fail to result in a satisfactory outcome for the Customer, the issue should be escalated to NHS SBS. NHS SBS will then attempt to resolve the issue to the satisfaction of the Customer. Should this approach not result in a satisfactory outcome, the Customer may decide to terminate the Service Level Agreement in accordance with the terms of the framework.*

### I. Audit Process

Please detail any Customer audit requirements

*Refer back to the Call Off Terms.*

### J. Termination

The standard procedure is detailed below

*Persistent failure by the Contractor to meet the agreed service levels as specified within the SLA may lead to the Contract being terminated or alternative Contractor(s) being appointed by the Customer to maintain levels of service*

*Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue. Should this approach not result in a satisfactory outcome, the Customer may decide to terminate the Service Level Agreement in accordance with the terms of the framework.*

### K. KPIs and Other Requirements

Please list and agree the key requirements of the service

*Supplier shall comply with :*

- 1) the Implementation Plan – to be agreed with the Workstream Lead and will form part of this SLA*
- 2) KPIs*
  - a. Modular Buildings should be delivered on time as agreed with the Workstream Lead*
  - b. Correct items to be delivered to site as per the agreed site specification*
  - c. Health & Safety to be always observed (ensuring staff are wearing Hi Viz/PPE*
  - d. Submission of correct documentation to Workstream Lead on completion of set up*

### L. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

*All Site Contracts must refer to this Order Form and state that they are subject to the terms and conditions herein.*

### M. Other Specific Requirements

Please list any agreed other agreed requirements

*The Supplier's Hire Contract Terms & Conditions of Hire applicable to this Order Form shall be in the form annexed and initialled by the parties and any and all other contracts or terms proposed by the Supplier in*

*respect of the services that will be provided under this Order Form shall be excluded and shall not be binding on the Authority.*

#### **N. Supplementary Conditions of Contract**

The terms of the NHS SBS Modular Buildings Framework Agreement will supplement and complement the terms of any Supplementary Conditions of Contract. However, in the event of any conflict or discrepancy between the terms of a Supplementary Conditions of Contract and the terms of the Framework Agreement the terms of the relevant Supplementary Conditions of Contract will prevail, in the order it is listed below:

*The following wording shall be added to the paragraph titled 'Application of Schedules 2b and 2b' on Page 1 of Appendix A (Call -off Terms and Conditions for the Supply of Goods and Services) ; 'Where only Goods or Services are to be delivered under the Call-off, only the relevant Schedule of Schedule 2a and 2b shall apply and the other shall be of no effect'. The Parties hereby agree that this Agreement is a contract for the provision of services.*

*Notwithstanding the provisions in Clause 6.1 of Schedule 1 of the Call-off Terms & Conditions, if there is any inconsistency between any provisions of Portakabin Ltd's Standard Terms & Conditions of Hire and Schedule 2b of the Call-off Terms & Conditions, the provision of Portakabin's Standard Terms & Conditions of Hire shall prevail subject always to the provisions of this Order Form.*

*The provisions of Clauses 9.2, 9.3, 9.5 and 9.6 of Schedule 2b of the Call-off Terms & Conditions shall not apply to this Agreement.*

*The provisions of Clause 16.2.3 of Portakabin's Standard Terms & Conditions of Hire shall be amended to read : 'Subject to Condition 16.2.1, Portakabin's total liability to the hirer in respect of all liability (other than damage to physical property) arising under or in connection with the Hire Contract, whether in contract, tort (including, but without limitation, negligence) breach of statutory duty, or otherwise, shall in no circumstances exceed £225,000 per Hire Site'.*

*The provisions of Clauses 13.3.2 to 13.3.4 (inclusive) (Limitation of liability) of Schedule 2b of the Call-off Terms & Conditions shall not apply to this Agreement.*

*The provisions of Clause 13.5.3 (Limitation of Liability) of Schedule 2b of the Call-off Terms % Conditions shall be amended to read , '..... shall be deemed to have been deleted and replaced with one hundred and fifteen percent (115%) plus any part of the Contract Price properly due and payable under the Order Form'.*

*Notwithstanding the provisions in Clause 15 of Schedule 2b of the Call-off Terms & Conditions, the Authority may by serving not less than 4 weeks' notice on the Supplier :*

- a) extend the Term of the Contract, provided that the Authority may not extend beyond the 26 weeks without the consent of the Supplier (which shall not be unreasonably withheld or delayed). For the avoidance of doubt, this right may be exercised more than once.*
- b) terminate one or more Premises and Locations provided that such termination shall not occur before the end of the 52 week Term.*

*The provisions of Clause 14.1 (Insurance) of Schedule 2b of the Call-off Terms & Conditions shall be amended to read : 'Subject to Clauses 14.2 and 14.3 of this Schedule 2b of the Call-off Terms & Conditions and unless otherwise confirmed in writing by the Authority, as a minimum level of protection, the Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer's liability and public liability in accordance with Good Industry Practice with the*





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*minimum cover per claim of the greater of five million pounds (£5,000,000) or any sum as required by Law unless otherwise agreed with the Authority in writing and insurance arrangements in respect of professional indemnity in accordance with Good Industry Practice with the minimum cover of the greater of ten million pounds (£10,000,000) in aggregate or any sum as required by Law. These requirements shall not apply to the extent that the Supplier is a member and maintains membership of each of the indemnity schemes run by the NHS Litigation Authority'.*



Shared Business Services

## NHS Shared Business Services Limited

Registered in England, No. 5280446

Registered address:

Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH

[www.sbs.nhs.uk](http://www.sbs.nhs.uk)

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