

## Construction Consultancy Services Service Level Agreement (SLA)

### Framework Details

Title: **Construction Consultancy Services**  
 Reference: **SBS/17/NH/PZR/9256**  
 Framework Duration: **4 years**  
 Framework End Date: **31 March 2022**  
 NHS SBS Contacts: [REDACTED] [REDACTED] [REDACTED]

### 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	01/11/2020	Expiry Date	30/06/2020
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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	Essentia Trading Ltd (ETL)
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256/68
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	[REDACTED]
Address of Supplier	India House, 2 <sup>nd</sup> Floor, 45 Curlew Street, London SE1 2ND
Signature of Authorised Signatory	
Date of Signature	(dd/mm/yyyy)

### Customer SLA Signature panel

The "Customer"	
Name of Customer	THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS
Name of Customer Authorised Signatory	[REDACTED]
[REDACTED]	[REDACTED]
Contact Details email	[REDACTED]
Contact Details phone	[REDACTED]
Address of Customer	Nobel House 17 Smith Square Westminster London SW1P 3JR
Signature of Customer Authorised Signatory	
Date of Signature	(dd/mm/yyyy)

This service level agreement shall remain in force regardless of any change of organisational structure to the above named authority and shall be applicable to any successor organisations as agreed by both parties.

**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 **ESSENTIA TRADING LIMITED** and **THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS** for the provision of **Extended PMO Service for the SCAH Programme**. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Construction Consultancy Services 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 Construction Consultancy Services to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for Construction Consultancy Services 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.

**Supplier Contact:** 

**Customer Contact:** 

### 4. Periodic Review

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

Three distinct areas of work:

#### 1. Value Management, RIBA 1 update & Strategic Advice

Key activities through Part 1 of ETL's commission have been primarily focused on resolving a significant affordability challenge on the Programme. This was a comprehensive cross-team concerted effort to reduce a £670m overspend on the OBC approved funding, with options tabled to reduce this to either comply with the budget, or to meet the technical requirements. The initial VM / Affordability Challenge will come to a conclusion through October / early November, with the team then focused on validating the VM savings through the development of the Client Brief & Reference Design through until the end of February 2021. This is intending to confirm that the VM plan has been successful, and provide a new baseline for the Programme from which to move into development of the Programme Business Case and forwards into RIBA 2 Concept design with the substantive consultant team.

#### 2. PMO Function

The Interim PMO has underpinned the Defra team through the initial setting up of the Programme through the standing up of Governance Boards (reconfigured Programme Board, Integration Board and Design Authority) and through developing frameworks, tools & techniques and resources to support the day to day operation of the work streams. With the long-term Programme Management consultant appointment delayed from November 2020 to April 2020, the interim PMO service now needs to fill the gap to ensure the ongoing operation of the programme. There are aspects of the programme operation which still needs to be fully implemented, including Change Control, and Stakeholder Management, other aspects are established, but still in need of refinement and development. In addition, the Interim PMO, has as far as possible, flexed resource to respond to the emerging challenges of the programme and there is an element of flexibility that any extension should anticipate and include within the commercial arrangements.

#### 3. Capital Programme Management

The key focus of this area of ETL's services through the first part of our appointment has been primarily focused on developing the overall master schedule, and then identifying immediate priority enabling projects to maintain critical path momentum. It has also involved significant engagement with the existing BAU / Critical Works team to establish both interface and priority between BAU and the SCAH Programme. Additional areas of focus have also included managing the surveys work stream, and input into procurement strategy for the capital programme, particularly around project bundling approach. It is broadly anticipated that this will continue through the second part of our appointment.

### B. Business Hours

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

Essentia Trading Ltd  
India House  
2<sup>nd</sup> Floor  
45 Curlew Street  
London SE1

### C. DBS

The Customer should detail the level of DBS check requirement

BPSS At the moment but please note minimum requirement will be CTC clearance from 01/04/2021

#### **D. Price/Rates**

£848,731.00

#### **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 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.

Monthly progress to be reported

#### **G. Invoicing**

Please detail any specific invoicing requirements here

Invoices to be submitted monthly

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

The standard procedure is detailed below

Any Complaints and Escalations should be discussed between DEFRA and ETL. Issues which cannot be resolved should be escalated to the NHS SBS department.

#### **I. Audit Process**

Please detail any Customer audit requirements

DEFRA reserves the right to conduct an audit of the supplier to ensure compliance with the agreed terms and conditions.

#### **J. Termination**

The standard procedure is detailed below

Defra reserve the right to terminate in accordance with the termination clauses in the Framework contract – clauses 15, 16 and 17.

### **6. Other Requirements**

Please list and agree the key requirements of the service

#### **A. Variation to Standard Specification**

Please list any agreed variations to the specification of requirements

n/a

**B. Other Specific Requirements**

Please list any agreed other agreed requirements

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