



Shared Business Services

Construction Consultancy Services 2

Service Level Agreement (SLA)



Shared vision. Better together



Shared Business Services

Framework Details

Title: Construction Consultancy Services 2
Reference: SBS/17/NH/PZR/9256
Framework Duration: 4 years
Framework End Date: 31st July 2023
NHS SBS Contact:

[Redacted] [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	1st July 2023	Expiry Date	31st March 2025
---	----------------	---------------	-------------	-----------------

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	Rider Levett Bucknall UK Limited
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256
Address of Supplier	15 Colmore Row, Birmingham, West Midlands, B3 2BH
Company Registration Number	04653680
Signature of Authorised Signatory	
<div>[Redacted Signature]</div>	
Full Name:	[Redacted Name]
Job Title/Role:	Commercial & Technical Director
Date Signed:	28th July 2023



Customer SLA Signature panel

Shared Business Services

The "Customer"	
Name of Customer	UK Health Security Agency
Contact Details email	[redacted]@[redacted].[redacted]
Contact Details phone	[redacted]
Address of Customer	Nobel House, 17 Smith Square, Westminster, London, SW1P 3JR
Signature of Customer Authorised Signatory	
<div>[redacted]</div> <div>Full Name: [redacted]</div> <div>Job Title/Role: Deputy Director - Commercial</div> <div>Date Signed: 28/07/23</div>	

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:
nsbs.construction@nhs.net

Table of Contents

Shared Business Services

1. Agreement Overview
2. Goals & Objectives
3. Stakeholders
4. Estimated Duration of Contract
5. Service Requirements

- A Services Provided
- B Business Hours
- C DBS Check
- D Price/Rates
- E Sub-Contracting
- F Management Information
- G Invoicing
- H Complaints/Escalation Procedure
- I Audit Process
- J Termination
- K KPIs and Other Requirements
- L Variation to Standard Specification

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Rider Levett Bucknall UK Limited and UK Health Security Agency for the provision of Construction Consultancy Services. 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.

Construction Consultancy Supplier Contact:

[Redacted]

Construction Consultancy Customer Contact:

[Redacted] – Business
[Redacted] - Commercial

4. Estimated Duration of Contract

This Agreement is valid from the 1st July 2023 outlined herein and is valid until the 31st March 2025 as agreed. An option period of 12 months, notwithstanding additional rights to extend under the contract terms.

5. Service Requirements

Shared Business Services

A. Services Provided

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

LOT 2 Project Management

Core Services required :

- Strategic programme management services
- Programme management delivery
- Programme and project risk management and reporting
- Programme planning, schedule management and milestone planning
- Cost & financial management services
- Change control management
- Construction management delivery
- Construction and estate sustainability
- CDM / BIM
- Added value and account management

Resources will be embedded into the existing team structure within the Harlow Programme and will work closely with UKHSA staff

Full Scope of Service is set out in Schedule 5 – Specification.

B. Business Hours

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

Monday to Friday between 0800 to 1800

C. DBS

The Customer should detail the level of DBS check requirement

DBS clearance is required to work on the Harlow Programme. There may be a need for Security Clearance but these will be discussed at an appropriate time during the contract life.

D. Price/Rates inc. estimated total value

The contract shall be a capped fixed price model, based on a pre-agreed rate card on the resources allocated to each deliverable.

The framework capped rates will also be included in the contract to manage any change throughout the duration of the contract.

Fixed contract price : £3,230,510.15

Rate card included in Annex A

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.

None identified

**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.

Shared Business Services

Monthly performance reports to be provided, followed by a monthly performance meeting.
Regular reporting will be required under this Contract and is detailed in Schedule 5 - Specification

G. Invoicing

Please detail any specific invoicing requirements here

Invoices to be submitted each month, including resource breakdown for the month.
Invoice values should be based on the resource model agreed and payment will be paid on the actual resources committed during that time period.
Invoices will be reviewed and approved by Business, Commercial and Finance before payment.

H. Complaints/Escalation Procedure

The standard procedure is detailed below

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

Details will be provided if required under the terms of the contract.

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.
The Customer reserves the right to terminate at convenience, giving 30 days notice to the Supplier, agreeing and paying any reasonable demobilisation costs.

K. KPIs and Other Requirements

Please list and agree the key requirements of the service

KPIs set out in Annex B

L. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

References to additional supporting information and contract schedules/annexes

M. Other Specific Requirements

Please list any agreed other agreed requirements

N/A

N. Supplementary Conditions of Contract

The terms of the NHS SBS Construction Consultancy Services Framework

Shared Business Services

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:

1. Termination for Convenience
 - 1.1. The Customer may terminate the Contract at any time by issuing a Termination Notice to the Supplier giving one (1) Month's written notice. The Customer may extend the period of notice at any time before it expires, subject to agreement on the level of Services to be provided by the Supplier during the period of extension of such notice.
 - 1.2. Subject to Clause 12 (Indemnity), Clause 13 (Limitation of Liability) and Clause 14 (Insurance) of Schedule 2b of the Call-Off Terms and Conditions, should the Customer terminate this Contract in accordance with this Supplementary Clause 1 (Termination for Convenience) of this Contract, then the Customer shall indemnify the Supplier against any commitments, liabilities or expenditure which represent an unavoidable direct loss to the Supplier by reason of termination of the Contract, provided that the Supplier takes all reasonable steps to mitigate such loss. Where the Supplier holds insurance, the Customer shall only indemnify the Supplier for those unavoidable direct costs that are not covered by the insurance available. The Supplier shall submit a fully itemised and costed list of unavoidable direct loss which it is seeking to recover from the Authority, with supporting evidence, of losses reasonably and actually incurred by the contractor as a result of the termination under this Supplementary Clause 1 (Termination for Convenience) of this Contract.
 - 1.3. The Customer shall not be liable under this Supplementary Clause 1 (Termination for Convenience) of this Contract to pay any sum which:
 - 1.3.1. Was claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;
 - 1.3.2. When added to any sums paid or due to the Supplier under the Contract, exceeds the total sum that would have been payable to the Supplier of the Contract had not been terminated prior to the expiry of the Term; or
 - 1.3.3. Is a claim by the Supplier for loss of profit, due to early termination of the Contract.



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

Shared vision. **Better together**