



Shared Business Services

Construction Consultancy Services 2

Service Level Agreement (SLA)



Shared vision. Better together

Framework Details

Title: **Construction Consultancy Services 2**
 Reference: [REDACTED]
 Framework Duration: **4 years**
 Framework End Date: **31 March 2022**
 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	4 May 2021	Expiry Date	31 September 2021
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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	K2 Consultancy Ltd
NHS SBS Supplier Reference #	[REDACTED]
Name of Supplier Authorised Signatory	[REDACTED]
Job Title of Supplier Authorised Signatory	[REDACTED]
Address of Supplier	4th Floor, 7 Holyrood Street, London SE1 2EL Or 3 City Place, Beehive Ring Road, Gatwick, RH6 0PA
Signature of Authorised Signatory	[REDACTED]
Date of Signature	15/06/2021

Customer SLA Signature panel

The "Customer"	
Name of Customer	New Hospital Programme ("NHP") - Department of Health and Social Care ("DHSC") Contracting authority: Secretary of State for Health & Social Care acting as part of the Crown ("Customer")
Name of Customer Authorised Signatory	[REDACTED]
Job Title	[REDACTED]
Contact Details email	[REDACTED]
Contact Details phone	[REDACTED]

Address of Customer	39 Victoria Street, London, SW1H 0EU
Signature of Customer Authorised Signatory	
Date of Signature	17/06/2021

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 *K2 Consultancy Ltd* and *New Hospital Programme ("NHP") - Department of Health and Social Care ("DHSC")* for the provision of Construction Consultancy Services, specifically Project Management. 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 **Shared Business Services** 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]

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

As per supplier proposal embedded below :


NHP Programme Delivery - K2.pdf (Command Line)

B. Business Hours

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

C. DBS

The Customer should detail the level of DBS check requirement

Not required.

D. Price/Rates inc. estimated total value

A total maximum price of £449,820 plus option to extend by further £243,120 as per the below breakdown and limits.

Workstream 1 – Strategic Advisory Services

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Workstream 2: The Pathfinder Assessment Process

Total fixed price of £243,120 based on the following:

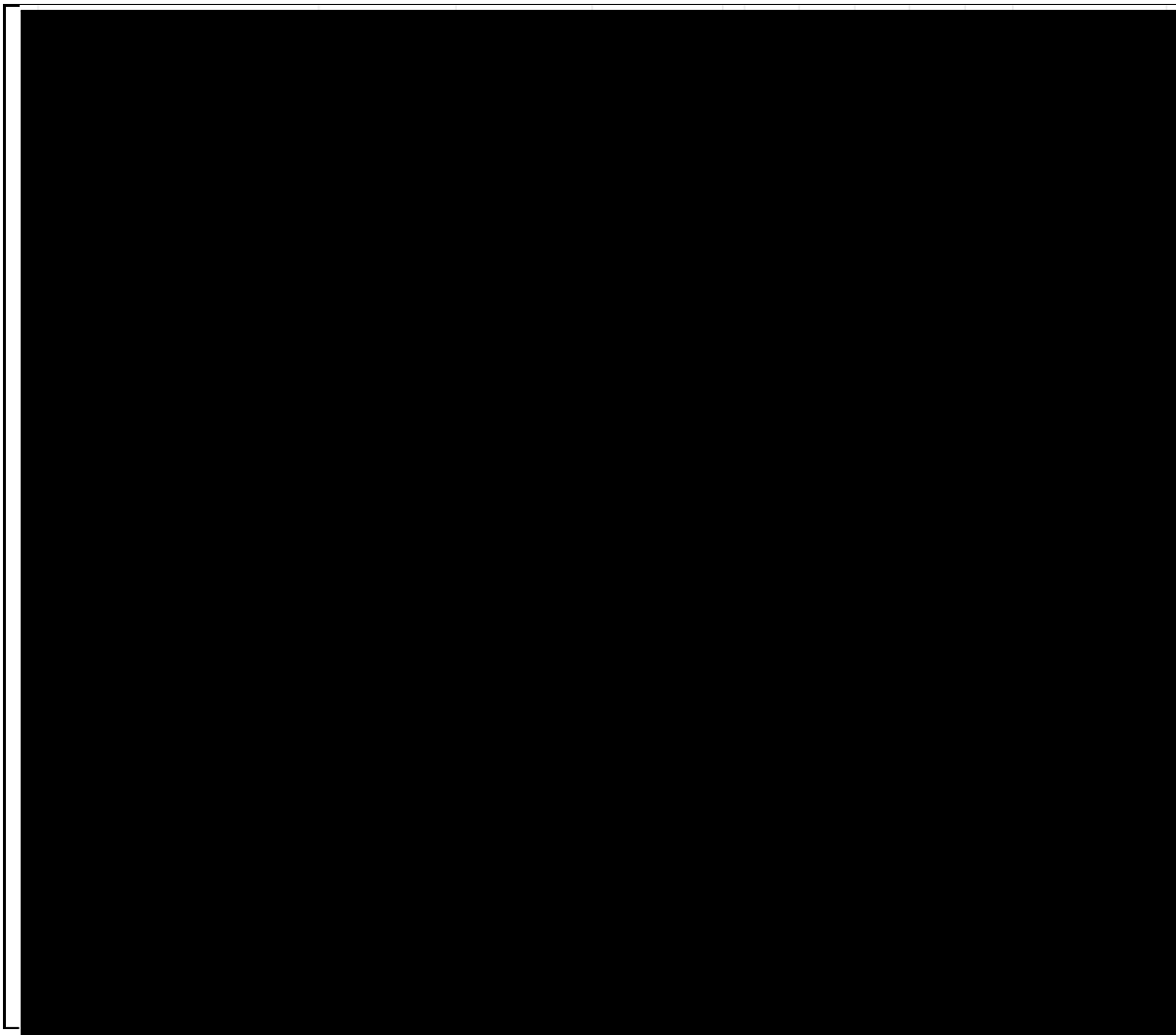
[Redacted]

[Redacted]

Workstream 3: Initial MMC Strategy

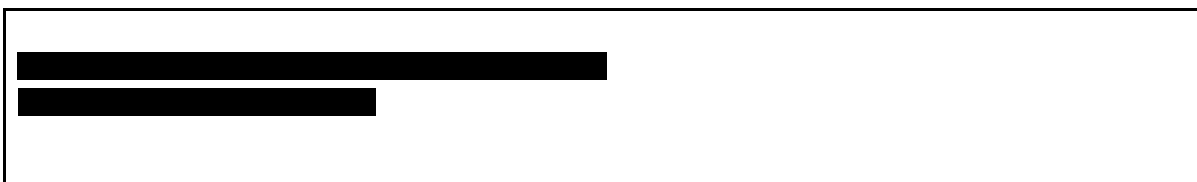
Total Fixed Price of £116,700 based upon:

[Redacted]



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.




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.

Bi-weekly reporting on time spent broken down by grade will be required to be submitted by the Supplier

G. Invoicing

Please detail any specific invoicing requirements here

All invoices must be send quoting a valid purchase order number to the following email address:


Please address invoice to:


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

Customer does not wish to conduct an onsite audit.

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

In the first instance this Contract once with any stipulated additional Terms will take precedence. The NHS SBS Construction Consultancy Services 2 Framework Call Off Terms will always be applicable except for instances where the Public Legislation or Industry Requirements have superseded these or where other relevant Legislation is applicable to any particular Services that the Supplier will be required to provide.

Framework Call Off Terms are embedded below:



8. Call-Off Terms and Conditions of C

L. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

In line with framework specification and supplier proposal

M. Other Specific Requirements

Please list any agreed other agreed requirements

The second wave of pathfinder reviews in workstream 2 will only be delivered if confirmed as required in writing by the Customer.

N. Supplementary Conditions of Contract

The terms of the NHS SBS Construction Consultancy Services 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:

Shared Business Services

None



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

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