

**Construction Consultancy Services 2**

Service Level Agreement (SLA)

**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: **xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx**

**xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx**

**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 | 01/05/2023 | Expiry  Date | 31/03/2024 |

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 | CPC Project Services LLP |
| NHS SBS Supplier Reference # | SBS/17/NH/PZR/9256 |
| Name of Supplier Authorised Signatory | xxxxxxxxxxxxxxxxxxxx |
| Job Title of Supplier Authorised Signatory | xxxxxx |
| Address of Supplier | Xxxxxxxxxxxxxxxx  xxxxxxxxxxxxxxxx |
| Signature of Authorised Signatory | xxxxxxxxxxxxxxxxxx |
| Date of Signature | xxxxxxxxxxxxxxxxx |

**Customer SLA Signature panel**

|  |  |
| --- | --- |
| **The “Customer”** | |
| Name of Customer | HM Revenue & Customs |
| Name of Customer Authorised Signatory | xxxxxxxxxxxxxxxx |
| Job Title | xxxxxxxxxxxxxxxx |
| Contact Details email | xxxxxxxxxxxxxxxx |
| Contact Details phone | xxxxxxxxxxxxxxxx |
| Address of Customer | Xxxxxxxxxxxxxxxx  xxxxxxxxxxxxx |
| Signature of Customer Authorised Signatory | xxxxxxxxxxxxxxx |
| Date of Signature | xxxxxxxxxxxxxxx |

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**](mailto:nsbs.construction@nhs.net)

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# 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between ***CPC Project Serices LLP*** and ***HM Revenue & Customs (HMRC)*** 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.

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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.

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# 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:** *xxxxxxxxxx*

**Construction Consultancy Customer Contact:** *xxxxxxxx*

# 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

# Services Provided

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

|  |
| --- |
| **LOT 2 Project Management**  CPC will provide:  Construction & Fitout Lead: - Providing support to the Estates Department in delivery of projects across the Locations Programme.  xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx |

1. **Business Hours**

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

|  |
| --- |
| xxxxxxxxxxxxxxxxxxxxxxxx |

1. **DBS**

The Customer should detail the level of DBS check requirement

|  |
| --- |
| xxxxxxxxxxxxxxxxxxxxx |

1. **Price/Rates inc. estimated total value**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  |  | | --- | --- | --- | --- | | Name | Grade | Hourly Rate | Day Rate (xxx) | | xxxxxxxxxxxxx | xxxxxxxxxxxxx | xxxxxxxxxxxxxxxx | xxxxxxxxxxxxxxxxx |   *Estimated total value to 31/03/24 - £176,250.00 (xxxxx)* |

1. **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.

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| --- |
| N/A |

1. **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.

|  |
| --- |
| xxx |

1. **Invoicing**

Please detail any specific invoicing requirements here

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| --- |
| Please see Schedule 1 Charges & Invoicing. |

1. **Complaints/Escalation Procedure**

The standard procedure is detailed below

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| --- |
| Please see Schedule 2 Dispute Resolution Procedure. |

1. **Audit Process**

Please detail any Customer audit requirements

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| --- |
| xxxx |

1. **Termination**

The standard procedure is detailed below

|  |
| --- |
| Termination  1.1 The Authority may terminate the Agreement at any time by notice in writing to the Supplier to take  effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10  Working Days) later than the date of service of the relevant notice.  1.2 Without prejudice to any other right or remedy it might have, the Authority may terminate the Agreement  by written notice to the Supplier with immediate effect if the Supplier:  1.2.1 Is in material breach of any obligation under the Agreement which is not capable of remedy; 1.2.2  repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably  justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the  terms and conditions of the Agreement;  1.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied  within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;  1.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes  Act 1988;  1.2.5 Not in use or  1.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier  (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or  administrative receiver is appointed in respect of the whole or any part of the Supplier’s assets or business,  or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action  (to any of the actions detailed in this Clause 1.2.6) in consequence of debt in any jurisdiction.  1.3 The Supplier shall notify the Authority as soon as practicable of any change of control as referred to  in Clause 20.2.4 or any potential such change of control.  1.4 The Supplier may terminate this Agreement by providing at least  twenty (20) Working Days’ written notice to the Authority if the  Authority fails to pay an undisputed sum due to the Supplier under  this Agreement and such amount remains outstanding forty (40)  Working Days after the receipt by the Authority of a notice of non- payment from the Supplier.  1.5 The Supplier may terminate the Agreement by written notice to the Authority if the Authority fails to pay  an undisputed sum due to the Supplier under this Agreement and such amount remains outstanding 40  Working Days after the receipt by the Authority of a notice of non-payment from the Supplier.  1.6 if the Authority has not paid any undisputed amounts within 90 days of them falling due. If the Authority  fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Supplier  may terminate the Agreement in writing with immediate effect.  1.7 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued  prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause or any  other provision of the Agreement that either expressly or by implication has effect after termination.  1.8 Upon termination or expiry of the Agreement, the Supplier shall:  1.8.1 give all reasonable assistance to the Authority and any incoming supplier of the Services; and 1.8.2  return all requested documents, information and data to the Authority as soon as reasonably practicable. |

**K. KPIs and Other Requirements**

Please list and agree the key requirements of the service

|  |
| --- |
| **xxxxxxxxxx** |

**L. Variation to Standard Specification**

Please list any agreed variations to the specification of requirements

|  |
| --- |
| xxx |

1. **Other Specific Requirements**

Please list any agreed other agreed requirements

|  |
| --- |
| xxxxxxxx |

1. **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:

|  |
| --- |
| Xxxxxxx xxxxxx xxxxx |





**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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