



Shared Business Services

Construction Consultancy Services 2

Service Level Agreement (SLA)



Shared vision. Better together

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Framework Details

Title: **Construction Consultancy Services**
Reference: **SBS/17/NH/PZR/9256**
Framework Duration: **4 years**
Framework End Date: **13th August 2027**
NHS SBS Contact: **Dave Taylor** (07740 418409) dave_taylor@nhs.net
Brindsley Foster (07821810646) brindsley.foster@nhs.net

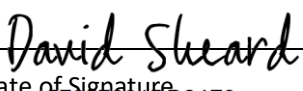
Service Level Agreement Details

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	10.12.2023	Expiry Date	09.12.2028
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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	MOTT MACDONALD LTD
NHS SBS Supplier Reference #	SBS/17/NH/PZR/9256
Name of Supplier Authorised Signatory	David Sheard
Job Title of Supplier Authorised Signatory	Portfolio Director
Address of Supplier	Mott MacDonald House, 8-10 Sydenham Road, Croydon, Surrey, CR0 2EE
Authorised Supplier Signatory	
<div><div>DocuSigned by:</div><div></div><div>Date of Signature</div></div> <div>157897261DD24F9...</div>	

Full Name: David Sheard
Job Title/Role: Portfolio Director
Date Signed: 19/10/2023



Customer SLA Signature panel

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The "Customer"	
Name of Customer	NHS England
Name of Customer Authorised Signatory	Vicky Gaulter
Job Title	Director of Financial Control
Contact Details email	Vicky.gaulter@nhs.net
Contact Details phone	
Address of Customer	Quarry House, Leeds, LS2 7UE
Authorised Buyer Signatory	
<div><div>DocuSigned by:</div><div></div><div>0E4D3AEB7E0A4BC...</div></div> <div>Date of Signature</div> <div>Full Name: Vicky Gaulter</div>	

Job Title/Role: Director of Financial Control

Date Signed: 9 February 2024

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

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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between *MOTT MACDONALD LIMITED* and *NHS ENGLAND* 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: David Sheard, david.sheard@mottmac.com

Construction Consultancy Customer Contact: Vajid Mahmood, vajid.mahmood@nhs.net

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 – To be Clarified Post Contract Award

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

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LOT 12 Ancillary Services

ITT (Detailing Requirements) and Technical Questionnaire



Document%201%20



Questionnaire%201

-%20ITT%20Instructi %20-%20Technical%

Supplier's tender response (for the purposes NHS SBS Construction Consultancy Services Framework Agreement terms, the Supplier documents below are included in respect of the requirements ONLY)



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d%20submission%2



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Questionnaire%202 Document%203%20 Appendix%201%20t
%20Commercial%20 -%20Form%20of%20o%20Document%20



Customer project level requirements and relevant performance measures shall be agreed under Statement of Works using this template:



SoW%20Template.d
ocx

The Customer may amend this template on reasonable notice and with discussion with the Supplier

With the Customer Contact (or recognised deputy) written approval (on a case by case basis), NHS ENGLAND (Quarry House, Leeds, LS2 7UE) is permitted to place Statements of Work against this SLA and raise corresponding Purchase Orders.

The Customer is not required to enter into any Statements of Work or otherwise commit itself to any spend under this SLA.

B. Business Hours

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

Supplier standard office hours & contact details: David Sheard, Portfolio Director

([REDACTED])

Supplier out of hours contact details: David Sheard, Portfolio Director

([REDACTED])

Where applicable, out of hours arrangement and process: Subject to Customer requirements, to be agreed between the **primary stakeholders** or their appointed deputies.



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C. DBS


The Customer should detail the level of DBS check requirement

Not required at the outset. The Customer reserves the right to introduce this requirement on reasonable notice

D. Price/Rates inc. estimated total value – To be clarified post contract award based on Commercial Submission

Estimated Total Value of the contract is £5m excluding VAT.

Roles and Rates are as per the commercial submission embedded below



Key Personnel shall have the following definition:

- The below table is not a commitment by the Customer to include all of the roles in the Delivery.
- Experience levels:
3+ years = Junior Consultant
5+ years = Consultant
10+ years = Senior Consultant / Director
SME = Subject Matter Expert & Thought Leadership

Sub-contracting – To be clarified post contract award

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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SUPPLIER NAME				
Subcontractors	Company Registration Number	Address	Contact Name	
AA Projects	3768390	Jackson House, Sibson Road, SALE, M33 7RR, United Kingdom		
BDP (Building Design Partnership Limited)	2207415	16 Brewhouse Yard Clerkenwell London EC1V 4LJ United Kingdom		
Channel3	06824790	180 Borough High Street London SE1 1LB		
Commercial Property Real Estates Limited. Kevin Hopkinson	08724583	Derwent House, 141-145 Dale Road, Matlock, Derbyshire, DE4 3LU		
JCA (John Cooper Architecture Ltd.)	6888313	231 Vauxhall Bridge Road, London SW1V 1AD		
MTS Health Limited	05473086	61 Maxted Road, Hemel Hempstead, HERTS, HP2 7DZ		
Neller Davies Ltd	05553543	21 Lovett Green Sharpenhoe Bedfordshire MK45 4SP United Kingdom		
Q5 Partners LLP	OC343442	Thorney House, 34 Smith Square, Westminster, London, SW1P 3HL		
Schneider Electric	1407228	80 Victoria Street London SW1E 5JL United Kingdom		

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Envirosmart technologies / Michael Rollins		Suite 14/15 Wrest Park, Silsoe, Bedfordshire. MK42 4HR		
ESG	08305723	Unit G East, Coate House, 1-3 Coate Street, London, E2 9AG		
ISSL	3958917	Independent Safety Services Ltd, Unit 8, 12 O'Clock Court, 21 Attercliffe Road, Sheffield, S4 7WW		

New Subcontractors can be added subject to agreement between the Parties. It is expected that the Customer shall be able to introduce potential Subcontractors to the Supplier for delivery on Statements of Work. The Supplier shall be responsible for agreeing a value for money rate for any such Subcontractors.

E. Management Information (MI) – To be clarified post contract award

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.

A suite of MI to the Customer's specification shall be supplied monthly. The Parties shall discuss and agree MI requirements within 3 months of contract commencement.

F. Invoicing

Please detail any specific invoicing requirements here

Invoicing is linked to agreed delivery/Deliverables/Milestones shown in agreed and finalised Statements of Work, using the template below.

A Statement of Work is only agreed on production of a Customer Purchase Order (primarily NHS TDA but may also be Monitor or NHS Commissioning Board) and is finalised when the Customer sends the agreed Statement of Work to the Supplier including the Customer Purchase Order number and in pdf format. Each Statement of Work shall have a separate Purchase Order.



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NHS England will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to NHS England must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for NHS England include:

- A description of the good/services supplied is included.
- NHS England's reference number/Purchase Order number is included.
- The Provider will be expected to submit all invoices via NHS England's e-Invoicing Platform in accordance with e-Invoicing Guidance or via an alternative PEPPOL-compliant e-invoicing system.
- Useful Link at: <https://tradeshift.com/supplier/nhs-sbs/>

G. 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.

H. Audit Process

Please detail any Customer audit requirements

As per framework

I. 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 – To be confirmed post contract award

Please list and agree the key requirements of the service

See Section A above

L. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

See Section M below

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M. Other Specific Requirements To be confirmed post contract award

Please list any agreed other agreed requirements

The Customer reserves the right to call off any requirement valid under the Framework under this call off contract in addition to requirements stated in A and as per agreed and finalised Statements of Work.

The Customer openly acknowledges that the Supplier and its suppliers will also be involved in works and advice provided to the "New Hospital Programme". In order to ensure and incentivise learning and cross dept working, any advice given is openly shared across both programmes without conflict.

Subject to the Customer obtaining approval from the New Hospital Programme for the Supplier to share NHP information with the Customer and that the Supplier or its suppliers shall not being in breach of any contractual obligation relating to confidentiality and non-disclosure, or public procurement regulations;

(a) The Customer reserves the right to deduct fees if it is found that advice is given twice or indeed advice is conflicting between programmes

And

(b) The Supplier will use reasonable endeavours to make the Customer aware of any potential duplication or conflicting advice between the contracts.

N. Supplementary Conditions of Contract To be confirmed post contract award

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:

The terms of the NHS SBS Construction Consultancy Services Framework Agreement are updated as follows and captured in the embedded document



SBS Construction
Consultancy Framew



Shared Business Services



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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