

# 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: **31 March 2022**  
 NHS SBS Contact: **Dave Taylor** (07740 418409) [dave\\_taylor@nhs.net](mailto:dave_taylor@nhs.net)  
                                   **Brindsley Foster** (07821810646) [brindsley.foster@nhs.net](mailto:brindsley.foster@nhs.net)

## Service Level Agreement Details

This Service Level Agreement (SLA) is between the following parties

Period of the Service Level Agreement (SLA)	Effective Date	21 June 2021	Expiry Date	20 December 2021
---	----------------	--------------	-------------	------------------

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	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	[REDACTED]
Date of Signature	

## Customer SLA Signature panel

The "Customer"	
Name of Customer	Department for Environment, Food and Rural Affairs (Defra)
Name of Customer Authorised Signatory	[REDACTED]
Job Title	[REDACTED]
Contact Details email	[REDACTED]
Contact Details phone	[REDACTED]
Address of Customer	Nobel House, 17 Smith Square, London, SW1P 3JR
Signature of Customer Authorised Signatory	[REDACTED]
Date of Signature	

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)

## Table of Contents

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 *ETL* and *Defra* for the provision of Construction Consultancy Services, more specifically Interim Capital Programme Lead. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties.

The Call off 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]

#### 4. Estimated Duration of Contract

## Shared Business Services

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

**The provision of an Interim SCAH Capital Programme Lead for the period 21st June 2021 to 20th December 2021. The proposed scope of role / duties:**

1. Provide overall leadership and management of the Capital Programme team through the Programme organisational structure in order to achieve the Programme objectives or current priorities as identified by the PD and SRO.
2. Provide interface with Programme Senior Leadership Team, including attendance at Monday morning and Thursday afternoon SLT forums. Support from [REDACTED] (RL) and others as required.
3. Provide overall strategic direction and management of the Capital Programme as Capital Programme Lead through Tranche 1a with RL deputising. Level of delegated authority (non-financial) to be confirmed, but with ability to make decisions and direct activities to support delivery of key programme objectives pertaining to Capital Programme, as outlined within the Programme Business Case (PBC).
4. Chair monthly Capital Programme Board, with RL deputising.
5. Chair weekly Capital Programme Senior Management Team (SMT) forums, with RL deputising.
6. Attend Integration Board and Programme Board as required to represent the Capital Programme and provide support for [REDACTED] as Programme Director.
7. Provide senior-level interface link with the Design Authority (DA), promoting development of workstream operational relationships / engagements with Capital Programme workstream sponsors and DA representatives.
8. Provide support to RL with engagement with the Commercial team, and development of key procurement strategies (where not commercially conflicted) through Tranche 1a.
9. Management of resources to support the development and production of procurement products, alongside RL, [REDACTED] and key existing supply chain members.
10. Provide support to the development of the Programme Business Case, together with subsequent Red Team and IPA reviews.
11. Identify requirement for any additional resources required to support the Capital Programme Team through Tranche 1.

**Exclusions / Duties undertaken by others: 1. Technical Services to continue to be led by RL, with agreed plan developed through early Tranche 1 to confirm focus of activities.**

2. Transformation Programme interface to continue to be led by RL with support from MAH as required.
3. Interface with Commercial and Financial teams to continue to be led by RL, with support from MAH as required; recognising MAH may be conflicted from engagement with certain aspects of strategy around PMO and PM procurement.

## Shared Business Services

4. FCA interface to be led by [REDACTED] (GO), with GO preparing supplier recommendations for packages of work within Tranche 1a; support and attendance by both MAH and RL as necessary, again recognising any potential commercial conflicts with MAH.
5. GK to provide line management of [REDACTED], as the sole DEFRA permanent employee within the Capital Programme team.
6. On-boarding or replacement of interim or permanent resources to be through RL and GK.
7. Timesheet approvals for interims / contractors to be undertaken between [REDACTED] and GK.
8. Levels of delegated authority are still to be determined, but as a general principle all financial expenditure will be finally approved by GK.
9. Any involvement in the development in the procurement strategies associated with the appointment of the Programme Management Office or Project Management will be at the discretion of the Programme Director

### B. Business Hours

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

The role will be for 4 days per week

### C. DBS

The Customer should detail the level of DBS check requirement

As agreed.

### D. Price/Rates inc. estimated total value

Contract value - £291,200.00  
Day rate - £1,350.00

### 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 liability and ensuring standards are maintained in line with the framework and this SLA.

Not applicable

### 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.

Not applicable

**G. Invoicing**

Please detail any specific invoicing requirements here

**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

None

**J. Termination**

The standard procedure is detailed below

The contract may be extended for a further period beyond the 20th December 2021, if agreed by both parties.

**K. KPIs and Other Requirements**

Please list and agree the key requirements of the service

None

**L. Variation to Standard Specification**

Please list any agreed variations to the specification of requirements

None

**M. Other Specific Requirements**

Please list any agreed other agreed requirements

**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 Call off Agreement the terms of the relevant  
Supplementary Conditions of Contract will prevail, in the order it is listed below:

**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](http://www.sbs.nhs.uk)

Shared vision. **Better together**