

**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

 **Brindsley Foster (07821810646)**  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 | 30/10/2021 | ExpiryDate | 31/03/2023 |

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**

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| **The “Supplier”** |
| Name of Supplier | CPC Project Services LLP |
| NHS SBS Supplier Reference # | SBS/17/NH/PZR/9256 |
| Name of Supplier Authorised Signatory | Graham Hastie |
| Job Title of Supplier Authorised Signatory | Partner |
| Address of Supplier | 100 Wood Street,London EC2V 7AN |
| Signature of Authorised Signatory |  |
| Date of Signature |  |

**Customer SLA Signature panel**

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| --- |
| **The “Customer”** |
| Name of Customer | HM Revenue & Customs |
| Name of Customer Authorised Signatory | Louise Atkinson |
| Job Title  | Principle Sourcing Specialist (P&FM) |
| Contact Details email | louise.atkinson2@hmrc.gov.uk |
| Contact Details phone | 03000 546838  |
| Address of Customer | 3 Stanley Street **|** Salford M60 9HL |
| Signature of Customer Authorised Signatory |  |
| 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**

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# 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between **CPC Project Services 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 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.

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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:** Graham Hastie

**Construction Consultancy Customer Contact:** Daniel Strickland

# 4. Estimated Duration of Contract

This Agreement is valid from the **30/10/2021** outlined herein and is valid until the **30/10/2022** as agreed.

# 5. Service Requirements

# Services Provided

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

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| LOT 2 Project ManagementCPC will provided services in 5 key roles :1. Construction & Fitout Lead: - Providing a senior leadership role to support the Commercial Deputy Director in delivery of the commercial elements of infrastructure projects across both UK-T and Location program.
2. PMO (Infrastructure): - To introduce and provide governance in delivery of the associated commercial works for Property & Facilities Management (P&FM) category.
3. PMO (services): - As above
4. Project Manager Locations Programme: - Provide project management services in line with the RICS / APM schedules. Supporting the Delivery Function of the Locations program in line with RFP.
5. The service will consist of a senior level PMO lead who will manage and direct the requirements and ensure the governance is established, whilst using 2 junior staff members to provide the day – to – day support in production of documentation, reviewing programs and collation of information / reports for issue.
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1. **Business Hours**

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

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| Graham Hastie has been included as main escalation point of contact. |

1. **DBS**

The Customer should detail the level of DBS check requirement

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| The Supplier shall comply with the Baseline Security Requirements and the Security Management Plan and the Supplier shall ensure that its Security Management Plan fully complies with the Baseline Security Requirements and the Security Policy Framework.HMRC shall notify the Supplier of any changes or proposed changes to the Baseline Security Requirements.If the Supplier believes that a change or proposed change to the Baseline Security Requirements will have a material and unavoidable cost implication to the Services it may submit a Change Request. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be agreed in accordance with the Change Control Procedure.Until and/or unless a change to the Charges is agreed by the Authority pursuant to the Change Control Procedure the Supplier shall continue to perform the Services in accordance with its existing obligations. |

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

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|  | **CPC Ltd.** |
| **UKT Resource Type** | **Name**  | **Hourly Rate** | **Day Rate** | **Days (QTY)** | **Contract Cost** |
| Construction & Fit-Out Lead (IBF & Locations Programme) | Will Roberts |  £ 83.93  |  £ 671.44  | 239  |  £ 160,474.16  |
| PMO Lead | John Rayfield |  £ 83.93  |  £ 671.44  | 141  |  £ 94,538.75  |
| PMO - IBF Infrastructure | Sophie Matchet |  £ 35.00  |  £ 280.00  | 239  |  £ 66,920.00  |
| PMO - IBF Services | Harry Brundett |  £ 35.00  |  £ 280.00  | 176  |  £ 49,280.00  |
|  | ***UKT Support Total*** |  ***£ 371,212.91***  |

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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.

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| N/A |

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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| N/A |

1. **Termination**

The standard procedure is detailed below

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| **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 or1.2.6 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; and1.8.2 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

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**L. Variation to Standard Specification**

Please list any agreed variations to the specification of requirements

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| **N/A** |

1. **Other Specific Requirements**

Please list any agreed other agreed requirements

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| **N/A** |

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

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**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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