



Shared Business Services

# Healthcare Planning, Construction consultancy and Ancillary Services

Service Level Agreement



Shared vision. Better together

<b>Title:</b>	<b>Healthcare Planning, Construction Consultancy and Ancillary Services (HPCCAS)</b>
<b>Framework Reference:</b>	<b>SBS10190</b>
<b>Framework Duration:</b>	<b>4 years</b>
<b>Framework Commencement Date:</b>	<b>14 August 2023</b>
<b>Framework End Date:</b>	<b>13 August 2027</b>
<b>NHS SBS Contacts:</b>	<b>FOIA Section 40 Personal Information</b>
	<b>General Enquiries</b> <b>Email: <a href="mailto:nsbs.ccs3@nhs.net">nsbs.ccs3@nhs.net</a></b>
<b>Please return the final signed copy of this SLA to:</b>	<a href="mailto:nsbs.ccs3@nhs.net">nsbs.ccs3@nhs.net</a>

**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.

Term of the Service Level Agreement			
<b>Effective Date:</b>	29/03/2024	<b>Expiry Date:</b>	30/12/2028

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.

This SLA shall remain in force regardless of any change of organisational structure to the named Customer and shall be applicable to any successor organisations as agreed by both parties.

**Supplier Details and Signature Panel**

<b>Name of Supplier</b>	Arcadis Consulting (UK) Limited
<b>Framework Reference</b>	SBS10190
<b>Name of Supplier Authorised Signatory</b>	FOIA Section 40 Personal Information
<b>Job Title of Supplier Authorised Signatory</b>	
<b>Address of Supplier</b>	80 Fenchurch Street
<b>Signature of Authorised Signatory</b>	FOIA Section 40 Personal Information
<b>Date of Signature</b>	

**Customer Details and Signature Panel**

<b>Name of Customer</b>	UK Research and Innovation
<b>Name of Customer Authorised Signatory</b>	FOIA Section 40 Personal Information
<b>Job Title</b>	
<b>Contact Details email</b>	
<b>Contact Details phone</b>	
<b>Address of Customer</b>	Polaris House North Star Avenue Swindon SN2 1FL
<b>Signature of Customer Authorised Signatory</b>	FOIA Section 40 Personal Information
<b>Date of Signature</b>	

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## 1. Agreement Overview

This SLA is made between **UK Research and Innovation** and *Arcadis Consulting (UK) Limited* for the provision of Construction Consultancy Services. This SLA remains valid until superseded by a revised agreement mutually endorsed by both parties. This SLA 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) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

## 2. Goals & Objectives

The **purpose** of this SLA 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 SLA is to obtain mutual agreement for the provision of Construction Consultancy Services between the Supplier and Customer.

The **objectives** of this SLA are to:

- provide clear reference to service ownership, accountability, roles and/or responsibilities; and
- present a clear, concise and measurable description of service provision to the customer.

## 3. Stakeholders

The primary contact from the Supplier and the Customer will be responsible for the day-to-date management of the SLA and the delivery of the Services. If different from the Authorised Signatory details listed on page 1 of this SLA, please provide the names of the **primary contact** associated with this SLA below:

**FOIA Section 40 Personal Information**

## 4. Estimated Duration of Contract

This SLA is valid from the **Effective Date** outlined herein until the **Expiry Date** as agreed.

## 5. Service Requirements

### A. Services Provided

The Supplier has been appointed under Lot 2 Project Management, South East to provide Project Management, Programme Management and NEC4 Supervisor services for Research Building R131 at Rutherford Appleton Laboratory. The Scope of the Services are summarised in:

- NHS SBS HPCCAS SBS10190 Specification 09/2022
- Supplementary Specification/Scope V0.1
- UKRI-3649 Appendix A-Specification

**B. Form of Call-Off Contract**

NEC4 Professional Services Contract

**C. Supplier Contact Information and Operating Hours**

Please see UKRI-3650 Contract Terms and Conditions for details

**D. DBS**

Baseline Personal Security Standard (BPSS) carried out by UK Research and Innovation

**E. Pricing**

The Supplier shall complete the following pricing document:

Pricing Schedule CM

Bidders are required to complete all highlighted cells. The provision of RIBA Stages 4 to 7 Services are subject to further funding. The Customer reserves the right to conclude the Contract at any RIBA Stage and shall not be bound to carry the Contract through to ultimate completion.

For the avoidance of doubt the total compiled within cell J20 will be used for the evaluation of this procurement.

**FOIA Section 43 Commercial**

**F. Sub-Contracting**

If the Supplier sub-contracts any aspect of this SLA, the Supplier will remain fully responsible for liability and ensuring standards are maintained in line with the Framework Agreement and this SLA.

Supply chain partners are listed as follows:

[Where applicable, the Supplier must detail the name and contact details of the supply chain partners you will be subcontracting any work to.]

**G. Management Information**

The provision of monthly management information is presented in the following documents:

NHS SBS HPCAS SBS10190 Specification 09/2022

Supplementary Specification/Scope V0.2

NEC4 Professional Services Contract



**H. Invoicing**

The Supplier shall submit monthly invoicing via UKSBS iSupplier. The Supplier will need register with iSupplier following appointment.

[www.uksbs.co.uk/services/isupplier/](http://www.uksbs.co.uk/services/isupplier/)

**I. Complaints and Escalation Procedure**

In the first instance, the Customer and Supplier should work together and attempt to resolve any issues in accordance with the NEC4 Professional Services Contract. Should this approach fail to result in a satisfactory outcome for the Customer and/or Supplier, the issue can be escalated to NHS SBS. NHS SBS will attempt to resolve the issue to the satisfaction of the Customer and/or Supplier. Should this approach not result in a satisfactory outcome, the Customer may decide to terminate this SLA in accordance with the terms of the Framework.

**J. Audit Process**

Suppliers may be audited by UK Research and Innovation in accordance with Public Sector Internal Audit Standards.

Suppliers may be audited by UK Research and Innovation to confirm compliance with the Regulations 2015.

**K. Termination**

Failure by the Supplier to meet the agreed service levels as specified within the SLA will lead to the Contract being terminated or alternative Contractor(s) being appointed by the Customer to maintain the levels of service.

**L. KPIs and Other Requirements**

Refer to the NEC4 Professional Services Contract

**M. Variation to Specification**

The lot specific Specification of the NHS SBS Healthcare Planning, Construction Consultancy and Ancillary Services Framework Agreement shall supplement and complement the Supplementary Specification/Scope.

In the event of a conflict or discrepancy between the terms of the Supplementary Specification/Scope and the Specification of the Framework Agreement, the terms of the relevant Supplementary Specification/Scope shall take precedence.

**N. Other Specific Requirements**

None

**O. Supplementary Conditions of Contract**

The terms of the NHS SBS Healthcare Planning, Construction Consultancy and Ancillary 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:

First - NEC4 Professional Services Contract

Second - NHS SBS Healthcare Planning, Construction Consultancy and Ancillary Services Framework Agreement





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)**

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