



Ministry
of Defence



Schedule N

PERFORMANCE MANAGEMENT

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1 SERVICE LEVEL PERFORMANCE MEASURES

- 1.1 The Contractor shall at all times meet or exceed the Service Level Performance Measure specified in Annex 1 to Part A (Service Levels and Service Credits Table) of this Schedule.
- 1.2 The Contractor acknowledges that any Service Level Failure shall entitle the Authority to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Authority as a result of the Contractor's failure to meet any Service Level Performance Measure.
- 1.3 The Contractor shall send Performance Monitoring Reports to the Authority detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule. Such reports shall form part of the Quarterly Contract Status Report (see Schedule G).
- 1.4 A Service Credit shall be the Authority's exclusive financial remedy for a Service Level Failure except where:
- 1.4.1 the Service Level Failure has arisen due to material or wilful Default by the Contractor;
- 1.4.2 the Authority is also entitled to or does terminate this Contract pursuant to Clause J.2. (Termination for Contractor Default) of the Contract.
- 1.5 Not more than once in each Contract Year, the Authority may, on giving the Contractor at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Contractor shall not be entitled to object to, or increase the Contract Price as a result of such changes, provided that:
- 1.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Effective Date;
- 1.5.2 there is no change to the Service Credit Cap.
- 1.6 Not more than once in each Contract Year, the Authority may, on giving the Contractor at least three (3) Months' notice, change the Performance Indicators and associated Performance Bands and the Contractor shall not be entitled to object to, or increase the Contract Price as a result of such changes, provided that the total number of Performance Indicators is not increased.

2 CRITICAL SERVICE LEVEL FAILURE

- 2.1 On the occurrence of a Critical Service Level Failure the Authority shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any applicable Charge which would otherwise have been due to the Contractor in respect of the relevant Service for the Service Period ("**Compensation for Critical Service Level Failure**"), provided that the operation of this paragraph 2 shall be without prejudice to the right of the Authority to terminate this Contract and/or to claim damages from the Contractor for material Default.

PART A: SERVICE LEVELS AND SERVICE CREDITS

1 SERVICE LEVELS

1.1 If the level of performance of the Contractor:

1.1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.1.2 is likely to cause or causes a Critical Service Level Failure to occur,

the Contractor shall immediately notify the Authority in writing and the Authority, in its absolute discretion and without limiting any other of its rights, may:

1.1.3 require the Contractor to immediately take all remedial action that is reasonable to mitigate the impact on the Authority and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.1.4 instruct the Contractor to comply with the Rectification Plan process;

1.1.5 if a Service Level Failure has occurred, deduct the applicable Service Credits payable by the Contractor to the Authority; and/or

1.1.6 if a Critical Service Level Failure has occurred, exercise its right to compensation for Critical Service Level Failure (including the right to terminate for material Default).

2 SERVICE CREDITS

2.1 The Authority shall use the Performance Monitoring Reports supplied by the Contractor to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits shall be payable in accordance with Schedule P (Charges and Payment)

3 PERFORMANCE INDICATORS

3.1 The Contractor shall at all times meet or exceed the Performance Indicators specified in Annex 1 to Part A (Service Levels and Service Credits Table) of this Schedule.

ANNEX 1 TO PART A: SERVICE LEVELS AND SERVICE CREDITS TABLE

Service Levels						
Service Level Number	Service Level Performance Criterion	Performance Indicator	Service Level Performance Measure	Service Credit for each Service Period	Publishable Performance Information KPI	Applicable Charge
SL1	Parachute Equipment Delivery Service - Transport.	Contractor delivery of Serviceable Parachute Equipment to the Point of Need in accordance with the Parachute Equipment Delivery Service and Authority's Packing Notice.	100% of Serviceable Parachute Equipment delivered to the agreed Point of Need within 2 hours of the time recorded within the Authority's Packing Notice (unless otherwise agreed by the Authority).	For each percentage point below the SLPM: [2]% Service Credit gained for achieving an 'Approaching Target' Service Level Performance Measure. [4]% Service Credit gained for achieving a 'Requires Improvement' Service Level Performance Measure.	Yes	Parachute Equipment Delivery Service Charge
SL2	Rapid Packing Service.	Contractor delivery of Serviceable Parachute Equipment to the Point of Need in accordance with the Rapid Packing Service and Authority's Packing Notice.	100% of Serviceable parachutes delivered in accordance with the Packing Notice.	For each percentage point below the SLPM: [2]% Service Credit gained for achieving an 'Approaching Target' Service Level Performance Measure. [4]% Service Credit gained for achieving a 'Requires Improvement' Service Level Performance Measure.	Yes	Rapid Packing Service Charge

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Service Levels						
Service Level Number	Service Level Performance Criterion	Performance Indicator	Service Level Performance Measure	Service Credit for each Service Period	Publishable Performance Information KPI	Applicable Charge
SL3	Quarterly Contract Status Report.	Contractor delivery of the Quarterly Contract Status Report in accordance with Contractor Deliverable Number 1 of Schedule G (Contractor Deliverables).	Each fully completed Quarterly Contract Status Report delivered 5 (five) Business Days prior to the Quarterly Contract Status Meeting.	<p>The following fixed percentages:</p> <p>[10]% Service Credit gained for achieving an 'Approaching Target' Service Level Performance Measure.</p> <p>[20]% Service Credit gained for achieving a 'Requires Improvement' Service Level Performance Measure.</p>	Yes	Core Service Charge
SL4	Parachute Equipment Delivery Service - Output	The Contractor achieves 100% of all Authority ADE and AFE Parachute Equipment packing requirements each Month in accordance with the Authority's Packing Notice.	The Contractor achieves 100% of all ADE and AFE parachute packing requirements in each Month.	<p>For each percentage point below the SLPM:</p> <p>[2]% Service Credit gained for achieving an 'Approaching Target' Service Level Performance Measure.</p> <p>[4]% Service Credit gained for achieving a 'Requires</p>	Yes	Parachute Equipment Delivery Service Charge

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Service Levels						
Service Level Number	Service Level Performance Criterion	Performance Indicator	Service Level Performance Measure	Service Credit for each Service Period	Publishable Performance Information KPI	Applicable Charge
				Improvement' Service Level Performance Measure.		
SL5	Social Value 1 - Fighting Climate Change.	Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.	[To be populated prior to Contract award based upon the Tender]	For each percentage point below the SLPM: [2]% Service Credit gained for achieving an 'Approaching Target' Service Level Performance Measure. [4]% Service Credit gained for achieving a 'Requires Improvement' Service Level Performance Measure.	Yes	Core Service Charge
SL6	Social Value 2 – Wellbeing.	Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce.	[To be populated prior to Contract award based upon the Tender]	For each percentage point below the SLPM: [2]% Service Credit gained for achieving an 'Approaching Target' Service Level Performance Measure. [4]% Service Credit gained for achieving a 'Requires	Yes	Core Service Charge

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Service Levels						
Service Level Number	Service Level Performance Criterion	Performance Indicator	Service Level Performance Measure	Service Credit for each Service Period	Publishable Performance Information KPI	Applicable Charge
				Improvement' Service Level Performance Measure.		
SL7	Parachute Fleet Status.	The Contractor has a return to serviceability action plan for any segregated ADE and AFE parachutes within the Parachute Equipment Delivery Service.	100% of all segregated ADE and AFE parachutes within the Parachute Equipment Delivery Service have a return to serviceability action plan.	For each percentage point below the SLPM: [4]% Service Credit gained for achieving a 'Requires Improvement' Service Level Performance Measure.	Yes	Parachute Equipment Delivery Service Charge

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Service Credits for all Service Levels except SL3 set out within this Annex 1 to Part A shall be calculated on the basis of the following formula:

Formula:

$x\%$ Service Level Performance Measure (SLPM) - $x\%$ Contractor's actual Service Level performance = % the Contractor is under the specified SLPM.

% percentage the Contractor is under the specified SLPM \times the % Service Credit (SC) gained for each percentage under the specified SLPM. = the % payable under the relevant Service Level as the Service Credit to the Authority to be deducted from the next invoice.

Worked example:

100% (e.g. SLPM requirement for SL1) - 92% (e.g. % Contractor's actual performance achieved against SL1 in a Service Period) = 8% (e.g. % the Contractor is under the SLPM for SL1.)

8% (e.g. % the Contractor is under the SLPM for SL1) \times 4% (e.g. % Service Credit gained for each percentage the Contractor is under SL1). = 32% payable by the Contractor as the SL1 Service Credit to the Authority to be deducted from the next invoice.

For the avoidance of doubt, the formula is repeated for each Service Level except SL3 as set out within this Annex 1 to Part A.

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Service Credits for SL3 set out within this Annex 1 to Part A shall be calculated on the basis of the following formula:

Formula:

Contractor's actual Service Level Performance = the Service Credit to the Authority to be deducted from the next invoice.

Worked example:

The Contractor actual Service Level Performance is 'Approaching Target'. = *10% payable by the Contractor as the SL3 Service Credit to the Authority to be deducted from the next invoice.*

PART B: PERFORMANCE MONITORING

1 PERFORMANCE MONITORING AND KPI PERFORMANCE REVIEW

- 1.1 Within twenty (20) Business Days of the Effective Date the Contractor shall provide the Authority with details of how the process in respect of the monitoring and reporting of Service Levels, Key Performance Indicators (as detailed within Annex 1 to Part B (Key Performance Indicators)) and Performance Indicators (as detailed within Annex 2 to Part B (Performance Indicators)) will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Contractor shall provide the Authority with performance monitoring reports in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of each relevant Service Period:
- 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 for each KPI, the actual performance achieved over the Service Period categorised by the relevant Performance Band;
 - 1.2.3 for each PI, the actual performance achieved over the Service Period categorised by the relevant Performance Band;
 - 1.2.4 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.5 details of any Critical Service Level Failures;
 - 1.2.6 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.7 the Service Credits to be applied in respect of the relevant Service Period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.8 such other details as the Authority may reasonably require from time to time.
- 1.3 The Parties shall discuss the performance monitoring reports during the Quarterly Contract Status Report meeting in accordance with Schedule O (Contract Management). This meeting will be the forum for the review by the Contractor and the Authority of the performance monitoring reports.
- 1.4 The Contractor shall provide to the Authority such documentation as the Authority may reasonably require in order to verify the Contractor's level of the performance and the calculations of the amount of Service Credits for any specified Service Period.

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2 KPI ALLEVIATION

2.1 The Contractor may request alleviation from a KPI or PI in circumstances where:

2.1.1 a mitigating factor occurs where the Authority fails to meet an obligation; or

2.1.2 an action is taken by the Authority that adversely impacts the ability of the Contractor to perform the Services or the Contractor Deliverables under the Contract,

being a "**KPI Alleviation**".

2.2 The Contractor shall provide notice of a request for a KPI Alleviation as soon as the Contractor becomes aware of such event, or in any case within twenty (20) calendar days of becoming aware of such KPI Alleviation event. Such notice shall include full supporting evidence justifying the Contractor's entitlement to such KPI Alleviation.

2.3 The Contractor shall take all reasonable and practical measures (without incurring substantial expenditure) to prevent or minimise such KPI Alleviations and shall continue to perform the balance of its obligations which are unaffected by the delay and use all reasonable endeavours to resume full performance of its obligations as soon as reasonably practicable.

2.4 In the event the Contractor fails to give notice pursuant to paragraph 2.2 (including full evidence), the Contractor shall not be entitled to claim KPI Alleviation.

2.5 Any KPI Alleviation claim shall be reviewed by the Authority and the final determination will be provided during the Quarterly Contract Status Report meeting and any KPI Alleviation shall be reflected in the assessment of the Contractor's 'actual Service Level performance' accordingly.

ANNEX 1 TO PART B: KEY PERFORMANCE INDICATORS

1 KEY PERFORMANCE INDICATORS

1.1 The Key Performance Indicators for the Contract are as defined in the following KPI Forms.

1.2 The KPI Forms record the following:

1.2.1 The '**KPI Description**' meaning the title of the aspect of performance being measured; and

1.2.2 The '**Performance Indicator**' meaning the quantifiable measure of performance; and

1.2.3 The '**Method of Assessment**'; and

1.2.4 The '**Performance Bands**' meaning the four (4) performance bands used to categorise the Contractor's actual Service performance level defined as follows:

1.2.4.1 '**Good**' meaning the Contractor's actual Service performance level has achieved the required Service performance level;

1.2.4.2 '**Approaching Target**' meaning the Contractor's actual Service performance level is below the required standard and requires marginal improvement in order to achieve the required performance level;

1.2.4.3 '**Requires Improvement**' meaning the Contractor's actual Service performance level is below the required standard and requires a significant step change in order to achieve the required performance level; and

1.2.4.4 '**Inadequate**' meaning the Contractor's actual Service performance level is substantial below the required standard.

Key Performance Indicator (KPI) Form 1

Key Performance Indicator (KPI) 1	
KPI Description	Parachute Equipment Delivery Service - Transport.
Performance Indicator	Contractor delivery of Serviceable Parachute Equipment to the Point of Need in accordance with the Parachute Equipment Delivery Service and Authority's Packing Notice.
Method of Assessment	Quarterly Contract Status Report. Both quantity and time Service Level Performance Measure criteria need to be met to achieve the Performance Band.
Performance Bands	Service Level Performance Measure
Good	100% of Serviceable Parachute Equipment delivered to the agreed Point of Need within 2 hours of the time recorded within the Authority's Packing Notice.
Approaching Target	Between 95-99.9% of Serviceable Parachute Equipment delivered to the agreed Point of Need within 4 hours of the time recorded within the Authority's Packing Notice.
Requires Improvement	Between 90-94.9% of Serviceable Parachute Equipment delivered to the agreed Point of Need within 5 hours of the time recorded within the Authority's Packing Notice.
Inadequate	Less than 90% of Serviceable Parachute Equipment delivered to the agreed Point of Need over 5 hours after the time recorded within the Authority's Packing Notice.

Key Performance Indicator (KPI) Form 2

<u>Key Performance Indicator (KPI) 2</u>	
KPI Description	Rapid Packing Service.
Performance Indicator	Contractor delivery of serviceable Parachute Equipment in accordance with the Rapid Packing Service and Authority's Packing Notice.
Method of Assessment	Quarterly Contract Status Report.
Performance Bands	Service Level Performance Measure
Good	100% of serviceable parachutes delivered in accordance with the Packing Notice.
Approaching Target	Between 95-99.9% of serviceable parachutes delivered in accordance with the Packing Notice.
Requires Improvement	Between 90-94.9% of serviceable parachutes delivered in accordance with the Packing Notice.
Inadequate	Less than 90% of serviceable parachutes delivered in accordance with the Packing Notice.

Key Performance Indicator (KPI) Form 3

<u>Key Performance Indicator (KPI) 3</u>	
KPI Description	Quarterly Contract Status Report.
Performance Indicator	Contractor delivery of the Quarterly Contract Status Report in accordance with Contractor Deliverable Number 1 of Schedule G (Contractor Deliverables).
Method of Assessment	Quarterly Contract Status Report.
Performance Bands	Service Level Performance Measure
Good	Completed Quarterly Contract Status Report delivered 5 (five) or more Business Days prior to the Quarterly Contract Status Meeting.
Approaching Target	Partially completed Quarterly Contract Status Report delivered 3 (three) Business Days prior to the Quarterly Contract Status Meeting.
Requires Improvement	Partially completed Quarterly Contract Status Report delivered less than 3 (three) Business Days prior to the Quarterly Contract Status Meeting.
Inadequate	Quarterly Contract Status Report not delivered prior to the Quarterly Contract Status Meeting.

Key Performance Indicator (KPI) Form 4

<u>Key Performance Indicator (KPI) 4</u>	
KPI Description	Parachute Equipment Delivery Service - Output
Performance Indicator	The Contractor achieves 100% of all ADE and AFE parachute packing requirements in each Month in accordance with the Authority's Packing Notice.
Method of Assessment	Quarterly Contract Status Report. The lowest score achieved for a single Parachute Equipment type in each Month shall be used as the measure for the Performance Band assessment.
Performance Bands	Service Level Performance Measure
Good	The Contractor achieves 100% of the Authority's ADE and AFE parachute packing requirements in each Month leading up to the issue of the Quarterly Contract Status Report.
Approaching Target	Contractor achieves between 95-99.99% of the Authority's ADE and AFE packing requirements in each Month leading up to the issue of the Quarterly Contract Status Report.
Requires Improvement	Contractor achieves between 90-94.99% of the Authority's ADE and AFE parachute packing requirements in each Month leading up to the issue of the Quarterly Contract Status Report.
Inadequate	Contractor achieves less than 90% of the Authority's ADE and AFE parachute packing requirements in each Month leading up to the issue of the Quarterly Contract Status Report.

Key Performance Indicator (KPI) Form 5

Key Performance Indicator (KPI) 5	
KPI Description	Social Value 1 - Fighting Climate Change
Performance Indicator	Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions
Method of Assessment	[To be populated prior to Contract award based upon the Tender]
Performance Bands	Service Level Performance Measure
Good	[To be populated prior to Contract award based upon the Tender]
Approaching Target	[To be populated prior to Contract award based upon the Tender]
Requires Improvement	[To be populated prior to Contract award based upon the Tender]
Inadequate	[To be populated prior to Contract award based upon the Tender]

Key Performance Indicator (KPI) Form 6

Key Performance Indicator (KPI) 6	
KPI Description	Social Value 2 - Wellbeing
Performance Indicator	Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce.
Method of Assessment	[To be populated prior to Contract award based upon the Tender]
Performance Bands	Service Level Performance Measure
Good	[To be populated prior to Contract award based upon the Tender]
Approaching Target	[To be populated prior to Contract award based upon the Tender]
Requires Improvement	[To be populated prior to Contract award based upon the Tender]
Inadequate	[To be populated prior to Contract award based upon the Tender]

Key Performance Indicator (KPI) Form 7

<u>Key Performance Indicator (KPI) 7</u>	
KPI Description	Parachute Fleet Status.
Performance Indicator	100% of all segregated ADE and AFE parachutes within the Parachute Equipment Delivery Service have a return to serviceability action plan.
Method of Assessment	Quarterly Contract Status Report.
Performance Bands	Service Level Performance Measure
Good	100% of all segregated ADE and AFE parachutes within the Parachute Equipment Delivery Service have a return to serviceability action plan.
Requires Improvement	95-100% of all segregated ADE and AFE parachutes within the Parachute Equipment Delivery Service have a return to serviceability action plan.
Inadequate	Less than 94.99% of all segregated ADE and AFE parachutes within the Parachute Equipment Delivery Service have a return to serviceability action plan.

ANNEX 2 TO PART B: PERFORMANCE INDICATORS

PERFORMANCE INDICATORS (PIs)

1 PERFORMANCE INDICATORS

- 1.1 The Performance Indicators (PIs) for the Contract are as defined in Table 1 (Performance Indicators) below.
- 1.2 The PI table records the following:
 - 1.2.1 The '**PI Measure**' meaning the aspect of performance being measured; and
 - 1.2.2 The '**Performance Band**' meaning the two (2) performance bands used to categorise the Contractor's actual Service performance level defined as follows:
 - 1.2.2.1 '**Good**' meaning the Contractor's actual Service performance level has achieved the required Service performance level;
 - 1.2.2.2 '**Inadequate**' meaning the Contractor's actual Service performance level is substantial below the required standard.

Table 1 - Performance Indicators

PI	PI Measure	Performance Band	
		Good	Inadequate
1	Timely scheduled and unscheduled Maintenance.	The Contactor has completed 100% of scheduled and unscheduled Maintenance in accordance with the Specification.	The Contactor has completed less than 100% of scheduled and unscheduled Maintenance in accordance with the Specification.
2	Rotating parachute stock.	The Contractor has rotated 90 to 100% of Parachute Equipment GFE stock through packing Services to distribute usage of equipment across the GFE stock held.	The Contractor has rotated less than 90% of Parachute Equipment GFE stock through packing Services to distribute usage of equipment across the GFE stock held.
3	Timely completion of ST(I)s and modifications.	The Contactor has completed 100% of ST(I) and modifications in accordance with the Specification and the Additional Work instructions.	The Contactor has completed less than 100% of ST(I) and modifications in accordance with the Specification and the Additional Work instructions.
4	Maintain Key Personnel staffing levels and certified training status.	The Contactor has maintained between 95% and 100% of Key Personnel staffing levels and certified training status in accordance with the Contractor Service Management Plan.	The Contactor has maintained less than 95% of Key Personnel staffing levels and certified training status in accordance with the Contractor Service Management Plan.
5	Maintain personnel security accreditations for MOD systems.	The Contactor has maintained between 90% to 100% of personnel security accreditations for MOD systems.	The Contactor has maintained less than 90% of personnel security accreditations for MOD systems.

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PI	PI Measure	Performance Band	
		Good	Inadequate
6	Timely reporting of Air Safety hazards.	The Contactor has reported 100% of Air Safety hazards in accordance with the Specification.	The Contactor has reported less than 100% of Air Safety hazards in accordance with the Specification.
7	Timely completion of Non-Core Services.	The Contactor has completed 95% to 100% of Menu Services in accordance with the Specification and the Non-Core Services instructions.	The Contactor has completed less than 95% of Non-Core Services in accordance with the Specification and the Non-Core Services instructions.
8	Timely on-boarding of new Parachute Equipment.	The Contactor has on-boarded between 97% to 100% of new parachute equipment on time in accordance with the Specification.	The Contactor has on-boarded less than 97% of new parachute equipment on time in accordance with the Specification.
9	Transition between the Parachute Equipment Delivery Packing Service and Rapid Packing Service Categories.	The Contactor has transitioned 100% of between the Parachute Equipment Delivery Packing Service and Rapid Packing Service Categories in accordance with the schedule D (Specification) and the Authority's Service Transfer Notice.	The Contactor has transitioned less than 100% of between the Parachute Equipment Delivery Packing Service and Rapid Packing Service Categories in accordance with the schedule D (Specification) and the Authority's Service Transfer Notice.
10	Contractor responsiveness to reallocation of Parachute Equipment within the same Maintenance Categories.	The Contactor has reallocated 100% of Parachute Equipment between Maintenance Categories in accordance with the schedule D (Specification) and the Authority's Packing Notice instructions.	The Contactor has reallocated less than 100% of Parachute Equipment between Maintenance Categories in accordance with the schedule D (Specification) and the Authority's Packing Notice instructions.

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PI	PI Measure	Performance Band	
		Good	Inadequate
11	Maintaining the Training Services capability.	The Contactor has maintained a capability to deliver the training Services in accordance with the Specification.	The Contactor has not maintained a capability to deliver the training Services in accordance with the Specification.
13	Disposal of Parachute Equipment.	The Contactor has disposed of parachute equipment in accordance with the Specification and Authority instructions.	The Contactor has not disposed of parachute equipment in accordance with the Specification and Authority instructions.
14	Compliance with Contractor Service Management Plan (CSMP).	The Contactor has maintained compliance with the Contractor Service Management Plan in the delivery of the Services.	The Contactor has not maintained compliance with the Contractor Service Management Plan in the delivery of the Services.