

accordance with United Kingdom Security Vetting (UKSV) Requirements in order to gain UNESCORTED (or ESCORTED if prior approval is obtained) access. A Permissible Delay will not be granted to the Contractor if there are delays to employees undertaking personnel security or vetting requirements.

72. Service Credits and Incentive Adjustments

72.1. The Authority will not apply Service Credits to the first three (3) Annual Maintenance Packages in Year 1 under Clause 72.1.1 below, although Incentive Adjustments will still be applicable from day 1 of the Contract Effective Date.

72.1.1. The Service Credits that the Authority will apply under Condition 13 (Key Performance Indicators) are listed below.

KPI Title	KPI Sub-title	Invocation Point	Service Credits
1 – Annual Maintenance Package	1.1 Achieve Delivery Date	After 44 calendar days of the Agreed Delivery Date	A Service Credit rate will be applied at a cumulative rate of 5% per day, for a maximum of 10 calendar days (50%), to be deducted from the next due invoice, as applicable:
1 – Annual Maintenance Package	12.2 Defect Rectification		
2.2	Spares – Delivery	After delivery timescales have elapsed.	AMP and OPDEF responses – rate applied to total value of AMP or OPDEF.
4	OPDEF responses	After period agreed between the Authority and the Contractor has elapsed.	Spares – rate applied to each individual spare.

72.1.2. The Incentive Adjustments that the Authority under Condition 13 (Key Performance Indicators) are listed below.

KPI	KPI Title	Invocation Point	Incentive Adjustment
1	AMPs (Achieve Delivery Date and Defect Rectification)	If the total time of the AMP (Achieve Delivery Date and Defect Rectification) is 30 calendar days or less from the Agreed Delivery Date.	A one-off payment of 1% will be applied to the total value of that AMP invoice, to be paid at the end of each Financial Year.

72.2. If the Contract is terminated, or termination proceedings have begun before the end of the Financial Year, any accrued and unpaid Incentive Adjustments will be retained by the Authority.

72.3. The provisions of this Clause are without prejudice to any other rights of the Authority under the Contract, including but not limited to those under Condition 14 (Termination for Contractor Default). Accordingly, in the event that the Authority terminates the Contract, Service Credits shall be due under Clause 72.1.1 above until the date of such termination.

- [REDACTED]
- 72.4. Unless expressly stated by the Authority in writing, the provisions of DEFCON 527 (Waiver) shall apply to the Authority's right to recover Service Credits under this Condition.

73. Progress Meeting

- 73.1. The Contractor shall attend progress meeting on a monthly basis and ensure that their Contractor's representatives are suitably qualified.

74. Clarification Question Register

- 74.1. The list of clarifications that was issued during the tender stage is attached at Schedule 19 (Clarification Question Register).