

Analytical Modelling Support - Key Performance Indicators (KPIs)

Performance Mechanism

1. Definitions

Term	Definition
Key Performance Indicator (“KPI”)	Means the high-level performance metric to be used to assess the contractor’s overall performance of the contract as set out in Annex A to this document;
Incident	Means performance failure against the relevant KPI at any one time.
Authority	JFIG J6 Deliver DM1
Sponsor	Joint Forces Intelligence Group

2. Introduction

- 2.1 Contractor performance under this Contract will be managed in accordance with this document.
- 2.2 The KPIs that are critical to successful performance of the Contract are listed at Annex A to this document.
- 2.3 The KPIs represent those key elements of the services, which underpin acceptable delivery. The KPIs are designed to effectively incentivise the Contractor to properly perform its obligations under this Contract and, where the delivery of the services has fallen below the standard expected of the Contractor as measured against the KPIs in accordance with the provisions of this document, to incentivise the Contractor to ensure future delivery. In such circumstance, the Contractor’s obligation is then to recover the level of performance at no additional cost to the Authority, such that the Authority only pays for the receipt of acceptable performance.
- 2.4 The KPIs listed at Annex A specify how the Contractor’s performance of the services is to be measured.
- 2.5 Any unsatisfactory performance shall entitle the Authority to make **a retention** in respect of any incidents as stated against the Customer Retention in any one month period.
- 2.6 The amount payable to the Contractor each quarter in accordance with FATS 5 Payment Terms and Conditions shall be adjusted to account for the making of any retention occurring in the quarter to which the invoice recording the retention or deduction relates.
- 2.7 Retentions made by the Authority in respect of performance incidents shall be the sole remedy of the Authority in respect of such performance failure. This is without prejudice to the Authority’s rights under common law.

Contractor Performance

3. Assessment of Contractor Performance

- 3.1 The levels of Authority performance are defined by number of incidents only.

4. Unsatisfactory Performance

- 4.1 If there are 5 or more incidents in any one year period (Critical Service Failure), as assessed against the relevant KPIs, the contract shall be reviewed in accordance with the Terms and Conditions of the Contract. If the level of performance of the Contractor of any element of the services during the contract period constitutes a Critical Service Failure, the Authority shall be entitled to terminate this Contract pursuant to the FATS 5 Terms and Conditions.

5. Payment Retention Calculation

- 5.1 For each failure above the acceptable failure limit, the Authority shall be entitled to retain from the next invoice due to the Contractor, and those thereafter, until the Contractor's performance is returned to satisfactory performance in respect of the KPIs, an amount equal to that identified against the KPIs in the "Customer Retention" column at Annex A to this document. The retention shall be paid to the Contractor when there have been no failures against the KPIs during a calendar month. For the avoidance of doubt, the decision as to whether acceptable performance is achieved shall be at the sole discretion of the Authority's Designated Officer (or authorised representative) in consultation with the Commercial Branch. The incident can be repudiated if the occurrence is due to circumstances outside the control of the Contractor (for example should the Authority fail to provide agreed assistance to the Contractor). If there are no extenuating circumstances, then the failure will be included in the calculation for the relevant quarter.
- 5.2 Following return to acceptable performance, the Authority shall pay to the Contractor the retained amount as part of the next quarterly invoice due to the Contractor in accordance with FATS 5 Terms and Conditions.

ANNEX A
KEY PERFORMANCE INDICATORS

Item No	Contract Requirement	Key Performance Indicators	Customer Retention
1	Modelling – Each model has been delivered	<ul style="list-style-type: none"> a. In accordance with the extant REDACTED modelling Standard Operating Procedures. b. In accordance with the Universal Modelling Language standards (Object Modelling Group 2.5). 	Models delivered meeting SOPs and in accordance with Modelling Language Standards (Object Modelling Group 2.5) – 100% payment made. Not meeting standards – Payment withheld until rectified.
2	Training – Development of training for nominated REDACTED personnel	<ul style="list-style-type: none"> a. Has the training rationale and content been documented? b. Has the delivery been undertaken in accordance with the documented rationale and content? c. Has the training support reference material, hard and soft copies, incorporated all of the required elements REDACTED? 	Training delivered on time – 100% payment made. Requested Training cannot be delivered to Authority timescale – 80% payment made. Training reference material, hard and soft copies not met requirements – Payment withheld until rectified.
3	Model Driven Generation (MDG) Technology	<ul style="list-style-type: none"> a. Has the MDG development been undertaken in accordance with the requirement and priorities set by REDACTED? b. Has the delivered MDG been tested, documented and maintained under a version control regime, REDACTED? 	Meet MDG development as REDACTED– 100% payment. Testing documentation and version control delayed by Contractor – 80% payment Testing and documentation has delivered shortfalls or no version control regime applied – Payment withheld until rectified.