

KPI No. 4.2 (A2 and B2 OPDEFs): The Contractor shall respond to all A2 and B2 OPDEFs with a firm scope of work and quote within 7 calendar days of the OPDEF being raised by the Authority. The Authority shall review the scope and quote and either negotiate or accept the scope and quote.

KPI No. 4.3: The Authority will issue a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) to the Contractor in accordance with the quote and scope as agreed in KPI No. 4.1 (A1 and B1 OPDEFs) and KPI No. 4.2 (A2 and B2 OPDEFs). The work must be completed within the time period specified on the authorised MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form).

If the work is not completed within the time period specified on the authorised MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form), the Authority will apply a Service Credit in accordance with Clause 72.1.1 below.

For KPIs 4.1, 4.2 and 4.3, if an OPDEF is raised as a result of a defect rectification to an Annual Maintenance Package (AMP), AMP KPIs 1.1 and 1.2 will take precedence.

13.1.4. KPI No. 4 – Reporting (excluding Schedule 6 (Information Reporting))

KPI No. 3.1 (Time): The Data Reporting, Analysis and Corrective Action System (DRACAS) report, and Documentation, Obsolescence, Reliability, Configuration, Security (DORCS) report detailed in Schedule 2 (Statement of Technical Requirements) must be submitted within the time period specified on a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form).

KPI No. 3.2 (Rework): If the DRACAS and / or DORCS reports are found to be incorrect, incomplete or inaccurate within 3 months of receipt, the Contractor will be required to correct the DRACAS and / or DORCS report and resubmit this to the Authority.

13.2. KPIs have been given a weighting commensurate with their level of importance to the Authority:

KPI Title	KPI Sub-title	KPI weighting (RAG)
1. Annual Maintenance Packages	1.1. Achieve Delivery Date	60%
	1.2. Defect Rectification	
2. Spares	2.1. Responding to Request for Quotes	5%
	2.2. Spares Delivery	15%
3. OPDEF responses	4.1. Respond to A1 and B1 within 6 days	5%
4. Reporting	3.1. DRACAS and DORCS reports submitted on time	5%
	3.2. Rework within 3 months	
	4.2. Respond to A2 and B2 within 7 days	5%
	4.3. Complete work according to agreed timeframe	5%

13.3. The total weighted score shall be used to determine the Overall Contractor Performance score:

13.3.1. Greater than 90% - Green - Good Performance

13.3.2. Between 75% to 90% - Amber - Improvement Required

13.3.3. Less than 75% - Red - Unsatisfactory Performance

The Overall Contractor Performance score will be used by the Authority to monitor performance. This shall be calculated and recorded each reporting calendar month using Schedule 6 (KPI and Information Reporting).

Key Performance Indicator Process

- 13.4. The Contractor shall, for each reporting calendar month, populate Schedule 6 (KPI and Information Reporting) with the data from authorised Work Request Forms (MOD Boats Form 1020 (Schedule 5A Multi-Task Authorisation Form / Work Request Forms) This information will automatically populate the Information Reporting Output Sheets which will be used to monitor performance against the KPIs.
- 13.5. The Contractor shall submit a completed Schedule 6, for the reporting calendar month, to the Authority's Commercial Officer specified at Box 1 to Schedule 3 (Appendix – Addresses and Other Information) within 3 (three) Business Days of the end of each reporting calendar month together with any supporting data including, if appropriate a Corrective Action Plan(s). The KPI data in Schedule 6 (Key Performance and Information Reporting) provides information on current performance and shall cover all tasks completed in that reporting calendar month.
- 13.6. Where the Overall Contractors Performance score is scored as:
- 13.6.1. GREEN; Good Performance, the Contractor's performance shall be deemed to be satisfactory.
- 13.6.2. AMBER; Improvement Required, the Contractor shall issue a Corrective Acton Plan to the Authority, for agreement, in accordance with Clause 0 below. The Corrective Action Plan shall detail the Contractor's plans and timescales to resolve the shortfall in performance.
- 13.6.3. RED; Unsatisfactory Performance, the Contractor shall issue a Corrective Action Plan to the Authority, for agreement, in accordance with Clause 0 below. The Corrective Action Plan shall detail the Contractor's plans and timescales to resolve the shortfall in performance.
- 13.6.4. If the Contractor's overall performance is scored AMBER 'Improvement Required' for 3 (three) consecutive reporting calendar months, this shall constitute a RED 'Unsatisfactory Performance' score.
- 13.7. Where the Overall Contractor Performance score is RED 'Unsatisfactory Performance' in 3 (three) consecutive reporting calendar months, the Contractor shall be considered to be in Contractor Default and the Authority shall have the right to terminate the Contract in accordance with Condition 14 (Termination for Contractor Default).

The Corrective Action Plan shall include, but not be limited to, details of;

- 13.7.1. Any such failure in performance by the Contractor;
- 13.7.2. The Contractor's explanation and root cause analysis of such failure in performance;
- 13.7.3. The Contractor's proposed actions to be taken to fully remedy such failure in performance;
- 13.7.4. Any measures (whether interim or otherwise) to prevent future recurrence and/or aggravation of such failure in performance;

- [REDACTED]
- 13.7.5. The completion date by which the Contractor shall implement the proposed remedial steps (and any other measures, as described in Clause 13.7.3 above. The Contractor shall note that the completion date must be prior to the next monthly KPI report unless otherwise agreed by the Authority;
- 13.7.6. The date on which it is proposed that the Authority confirm that the remedial steps in accordance with Clause 13.7.3 above have been undertaken such that the relevant failure in performance is remedied to the Authority's reasonable satisfaction, such confirmation to be provided within two Business Days of notification that the failure in performance has been remedied.
- 13.8. The Parties shall, acting reasonably, agree (within 5 (five) Business Days of the Contractor's submission of the Corrective Action Plan) the contents of any Corrective Action Plan submitted pursuant to Clause 0. In the event that the Parties are unable to so agree, the matter shall be considered a dispute and resolved in accordance with DEFCON 530 (Dispute Resolution (English Law)).
- 13.9. If a corrective plan is not produced prior to the next reporting period, the next KPI rating will automatically be classed as RED.
- 13.10. Following agreement or determination of the Corrective Action Plan pursuant to Clause 0 the Contractor shall implement such Corrective Action Plan, and shall report to the Authority (on a weekly basis) on its progress in respect of such implementation, identifying within such report each remedial step covered by such Corrective Action Plan as being:
- 13.10.1. On schedule for completion within the relevant timescale identified in the Corrective Action Plan (as agreed or determined pursuant to Clause 0);
- 13.10.2. Behind schedule for completion within the relevant timescale identified in the Corrective Action Plan (as agreed or determined pursuant to Clause 0), but not irretrievably so ("Failing Status"); or
- 13.10.3. Irretrievably behind schedule for completion within the relevant timescale identified in the Corrective Action Plan (as agreed or determined pursuant to Clause 0) ("Failed Status")
- 13.11. If any remedial action is identified as being of Failing Status, the Contractor shall, at the same time as submitting the report in which such remedial step is so identified, submit its proposals for correcting the fact that such remedial step is behind schedule for timely completion, and shall implement such proposals.
- 13.12. If any remedial step is identified as being of Failed Status, the Contractor shall, at the same time as submitting the report in which such remedial step is so identified, submit its proposals for correcting the fact that such remedial step is behind schedule for timely completion (including revising such schedule to the extent necessary), and, if the Authority (acting reasonably) agrees to such revised schedule, shall implement such proposals.
- 13.13. Where the Authority terminates a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) or a MOD Boats Form 2010A to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A) in accordance with Clause **Error! Reference source not found.** above the Authority shall have the right to recover any additional cost it incurs in accordance with Condition 17 (Financial Consequences of Termination).

14. Termination for Contractor Default