

Key Performance Indicators (KPIs) – ERUGATE

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.
Incident	Means performance failure against the relevant KPI at any one time.

2. Introduction

- 2.1 Contractor performance under this Contract will be managed in accordance with this document.
- 2.2 The KPIs, identified as a “Key Deliverables”, and Quality Requirements and Standards critical to successful performance of the Contract are listed in the Statement of Requirement (SoR).
- 2.3 The KPIs represent those key elements of the services, which underpin acceptable delivery of the provision of IT administrative support and engineering support to the ERUGATE. 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 Schedule, 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 receive a **Service credit** in respect of any incidents as stated against the Service Credit in any one month period.
- 2.6 The amount payable to the Contractor each month in accordance with FATS 5 Payment Terms and Conditions shall be adjusted to account for the making of any credit occurring in the month to which the invoice recording the retention or deduction relates.

- 2.7 Credits 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 In the event that there are 10 or more incidents in any one year period. Or the Service is not provided for more than 16+ days and a replacement engineer or administrator is not provide. Or 7 to 10 key deliverables are not delivered in any one month (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 receive a credit from the next monthly 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 Credit" column at Annex A to this document. 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).

ANNEX A – KEY PERFORMANCE INDICATORS

Item No	Contract Requirement	Key Performance Indicators	Service Credit
1	<p>The Certified Linux Administration</p> <ul style="list-style-type: none"> • Service shall be provided at the ERUGATE premises • Mon-Fri, 52-weeks a year (excluding government approved holidays) • The service must be provided for core hours of 0700-1600 (In order to ensure continuous cover the timing of statutory rest breaks are to be agreed with the Authority) • During periods of annual leave the Authority understand that continuous cover can't always reasonably be covered. During annual leave, rest breaks are not required to be covered, but the timings must be agreed with the Authority. • No on-call duty is required. 	<p>A certified Linux Administration service: Monday – Friday, 52 Weeks of the year (excluding government approved holidays) between 07:00 – 16:00 hours.</p> <p>Failure to provide the service in any one month will result in a credit back.</p>	<ul style="list-style-type: none"> • 1 to 5 days failed service = 10% credit back of the total monthly invoice. • 6 to 10 days failed service = 20% credit back of the total monthly service. • 10 to 15 days failed service = 30% credit back of the total monthly service. • 16+ a replacement must be provided, failure to provide the service will result in critical service failure and 50% credit back of the total monthly service.
2	<p>The Senior-level Network Engineering</p> <ul style="list-style-type: none"> • Service shall be provided at the ERUGATE premises • Mon-Fri, 52 weeks of the year (excluding government approved holidays) • The service must be provided for core hours of 0700-1500 (statutory rest breaks and annual leave to be agreed with Authority). 	<p>A Senior-level Network Engineering service provided Monday – Friday, 52 Weeks of the year (excluding government approved holidays between 07:00 – 15:00 hours.</p> <p>Failure to provide the service in any one month will result in a credit back.</p>	<ul style="list-style-type: none"> • 1 to 5 days failed service = 10% credit back of the total monthly invoice. • 6 to 10 days failed service = 20% credit back of the total monthly service. • 10 to 15 days failed service = 30% credit back of the total monthly service. • 16+ days a replacement must be provided, failure to provide the service will result in critical service

	<ul style="list-style-type: none"> Breaks in provision are acceptable, as agreed with the Authority, to allow for annual leave. 		failure and 50% credit back of the total monthly service.
3	Key deliverable see SOR	The certified Linux Administration and Senior-level Network Engineering. The service will cover the key deliverables. Failure to deliver any of the key deliverables in a month will result in a credit back.	<ul style="list-style-type: none"> 1 to 3 key deliverables failure in one month = 10% credit back of the total monthly invoice. 4 to 6 key deliverables failure in one month = 20% credit back of the total monthly invoice. 7 to 10 key deliverables failure in one month = 30% credit back of the total monthly invoice. This will be classed as a critical service failure.