

HADG Infrastructure for HAS Phase 2 – KPI regime

Reference:

EUSPA-GAL-GSC-KPI-A26390

Issue/Version: 1.0

Date: 18/03/2024

Change Log:			
<i>Issue/ Version</i>	<i>Changes & Pages Affected</i>	<i>Author</i>	<i>Date</i>
1.0	First version	GSC team	18/03/2024

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1 Introduction

The purpose of this document is to present the KPI regime applicable to the HADG Infrastructure for HAS Phase 2 Contract (EUSPA/OP/17/23). The KPIs are applicable to:

- the NCRs and Anomalies' resolution (i) not blocking the AR as per Point 4 of the HADGp2-SoW-0022 requirement and (ii) tasks during the maintenance as per SoW;
- on-call L2 support, subject to the activation of contractual options #3.1, #3.2 and/or #3.3.

2 Acronyms and Abbreviations

Refer to "List of acronyms" document, ref. EUSPA-GAL-GSC-LI-A26393.

3 Applicable and Reference Documents

Applicable Documents are listed in CISL, ref. EUSPA-GAL-GSC-CISL-A26387.

Reference Documents are listed in "List of Reference Documents", ref. EUSPA-GAL-GSC-LI-A26392.

4 KPIs for NCRs and Anomalies' reporting and resolution

The Contractor shall comply with the timelines defined in SoW for reporting and fixing NCRs and Anomalies.

Should the Contractor fail to comply with the deadlines as defined below, the Contracting Authority may impose liquidated damages for each NCR or Anomaly, and for each day of delay.

It is noted that the definitions for Major/Minor NCRs and categories for Anomalies are defined in the Applicable Document EGSC-AD-PA-04 (Galileo PA, QA and RAMS Generic Requirements, EUSPA-PCEDQ-PA-REQ-A24122, see CISL).

For avoidance of doubt:

- the calculation of the delay for the KPIs indicated below starts to count from the date on which AR milestone is declared successful, regardless on whether the Anomaly or NCR was detected on a date before AR;
- The calculation of the delays shall be done for each Anomaly or NCR individually by multiplying the related liquidated damages amount with the days of delays which affects such specific Anomaly or NCR; and
- The application of liquidated damages limited to the NCRs and Anomalies' resolution (i) not blocking the AR and (ii) the Maintenance Options does not relieve the Contractor from its obligations to duly and timely comply with the corresponding SoW provisions for the entire duration of the Contract, as per terms and conditions defined in the same SoW, i.e. the Contractor shall comply with the same timelines before AR.

Table 1: KPIs for NCRs and anomalies

SoW ref.	Definition and target	Liquidated damages per anomaly/NCR and per day of delay, applicable after AR milestone (expressed in EUR)
HADGp2-SoW-2011	The Contractor shall report NCRs to NRB within five working days from the identification of a problem (e.g. test execution).	300
HADGp2-SoW-2012	The Contractor shall analyse all Major NCRs (as per definition in HADGp2-AD-PA-04) reported in NRB with an initial analysis within five working days from the time they were raised.	300
HADGp2-SoW-2013	The Contractor shall analyse all Minor NCRs (as per definition in HADGp2-AD-PA-04) reported in NRB with an initial analysis within ten working days from the time they were raised.	50
HADGp2-SoW-2014	The Contractor shall identify workarounds to all Major NCRs (as per definition in HADGp2-AD-PA-04): <ul style="list-style-type: none"> - within ten working days from the initial analysis before start of migration to OPE; - within five working days from the initial analysis after migration to OPE. <p><i>Note: for the purposes of Liquidated damages calculation, only the second point is relevant after AR.</i></p>	300
HADGp2-SoW-2015	The Contractor shall provide corrections to all non-waived NCRs within twenty working days from initial analysis.	200
HADGp2-SoW-2021	The Contractor shall request the Galileo Service Operator to raise anomalies to ARB within five working days from the identification of a problem (e.g. test execution).	50
HADGp2-SoW-2027	The Contractor shall analyse all CAT-1 and CAT-2 (as per definition in HADGp2-AD-PA-04) Anomaly Reports with an initial analysis within five working days from the first ARB in which they are discussed.	250

SoW ref.	Definition and target	Liquidated damages per anomaly/NCR and per day of delay, applicable after AR milestone (expressed in EUR)
HADGp2-SoW-2028	The Contractor shall analyse all CAT-3 and CAT-4 (as per definition in HADGp2-AD-PA-04) Anomaly Reports with an initial analysis within ten working days from the first ARB in which they are discussed.	50 (CAT-3) 0 (CAT-4)
HADGp2-SoW-2029	The Contractor shall provide interim fixes or workarounds to all CAT-1 and CAT-2 Anomaly Reports: <ul style="list-style-type: none"> - within ten working days from initial analysis before the start of the migration to OPE; - within five working days from initial analysis after the start of the migration to OPE. <p><i>Note: for the purposes of Liquidated damages calculation, only the second point is relevant after AR.</i></p>	250
HADGp2-SoW-2030	The Contractor shall provide permanent corrections to all CAT-1 and CAT-2 Anomaly Reports within twenty working days from initial analysis.	150
HADGp2-SoW-2031	The Contractor shall provide permanent corrections to all agreed CAT-3 and CAT-4 Anomaly Reports within thirty working days from initial analysis.	50 (CAT-3) 0 (CAT-4)

5 KPIs for on-call L2 maintenance

These KPIs shall be applicable for what regards contractual options 3.1, 3.2 and 3.3, described in sections 9.3.1, 9.3.2 and 9.3.3 of SoW, respectively. Should any of these options be activated, liquidated damages shall be applied whenever the Contractor fails to comply with the deadlines specified in Table 3 of SoW, as follows:

Table 2: KPIs for on-call maintenance

Response	Response time as per SoW Table 3	Liquidated damages per non-compliance (expressed in EUR)
Acknowledgement of critical events	1 hour	<ul style="list-style-type: none"> - Less than 2 hours: 100 EUR - Equal to or greater than 2 hours and less than 8 hours: 300 EUR - Equal to or greater than 8 hours: 500 EUR
Identification of work-around for critical events	12 hours	<ul style="list-style-type: none"> - Less than 24 hours: 100 EUR - Equal to or greater than 24 hours: 300 EUR per day
Acknowledgement of non-critical events	24 hours (8x5 office hours)	<ul style="list-style-type: none"> - Less than 72 hours (excluding non-working days): 100 EUR; - Equal to or greater than 72 hours: 300 EUR
Identification of work-around for non-critical events	5 working days	<ul style="list-style-type: none"> - 50 EUR per day

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