

PA2023.org Network Training

KPIs and Performance Clauses

10 September 2026

Getting you ready - Training

Network PA2023.org Membership

AGM Procurement	North East Lincolnshire Council
Basildon Borough Council	North Lincolnshire Council
Bedfordshire Fire and Rescue Service	North Warwickshire Borough Council
Breckland Council	North Yorkshire Council
Bright Futures Educational Trust	North Yorkshire Police and North Yorkshire Fire & Rescue
Bromsgrove District Council	Northumbria Healthcare Facilities Management Limited
Buckinghamshire Fire & Rescue	Nottingham College
Buckinghamshire New University	Nursing and Midwifery Council
Cambridgeshire Fire & Rescue Services	Orchard Community Trust
Canterbury City Council	Ormiston Academies Trust
Cheshire East Council	Portsmouth City Council
Chesterfield Borough Council	Prestolee Multi Academy Trust
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Comcentric Limited	Sheffield City Council
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Cumbria Constabulary	Southend-on-Sea City Council
Dacorum Borough Council	Sparsholt College Group
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Dudley Council	Stamford Park Trust
Dyfed-Powys Police	Tai Hedyn Housing Association
E Act Academies Trust	Tamworth Borough Council
Eastleigh Borough Council	The Mayor's Office for Policing and Crime - MOPAC
Enfield London Borough	Torbay Council
Fareham Borough Council	Torridge District Council
Harper Adams University	Vico Homes
Harrow London Borough	Walsall College
Karbon Homes	Warwick District Council
Lancashire Constabulary	West Lancashire Borough Council
Lancashire Fire & Rescue Services	West Midlands Fire Service
London Universities Purchasing Consortium	Worcestershire County Council
Money and Pension Services	Wychavon Council

Forward membership details: Network PA2023.Org

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For technical support please contact:

walter.akers@in2thebargain.com or
mohamed.hans@in2thebargain.com

PA2023.org Training

Training schedule to March 2027		
22 September 2026	Publishing Key Procurement Act 2023 Notices	Practitioner – half day
29 September 2026	Introduction to the provider selection regime for practitioners	Practitioner – full day
6 October 2026	Valuing contracts, aggregation, and anti-avoidance	Bitesize – 2 hours
20 October 2026	Tender evaluation, moderation and assessment summaries	Practitioner – full day
12 November 2026	Below threshold contracts	Bitesize – 2 hours
19 November 2026	Introduction to Public Procurement	Practitioner – full day
26 November 26	Common assessment standard – how to use CAS in tenders?	Practitioner – half day
03 December 2026	How to apply social value in your tenders	Bitesize – 2 hours
10 December 2026	How to design and run a Competitive Flexible Procedure	Practitioner – full day
14 January 2027	Frameworks	Bitesize – 2 hours
26 January 2027	Introduction to JCT 2024 Contracts	Practitioner – full day
4 February 2027	Introduction to the Procurement Act 2023	Practitioner – full day
23 February 2027	Modifying contracts under the Procurement Act	Bitesize – 2 hours
16 March 2027	Direct Awards	Bitesize – 2 hours
24 March 2027	Assessing and monitoring the financial standing of suppliers	Practitioner – half day

For details and bookings: [Training – In2 the bargain](https://www.in2thebargain.com)

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Technical & news update 10 September 2026

1. [Review of local government reorganisation launched - GOV.UK](#)
2. [Sof Medica S.A. v Spitalul Clinic Județean de Urgență Cluj-Napoca](#)
3. [Apasen Ltd v London Borough of Tower Hamlets](#)
4. [Ecolog International FZE v Secretary of State for Defence](#)
5. [Involve Visual Collaboration Ltd v The Secretary of State for Work and Pensions](#)
6. [Academy trust handbook 2026: effective from 1 October 2026 - GOV.UK](#)
7. [PCO Annual Report 2025-26](#)

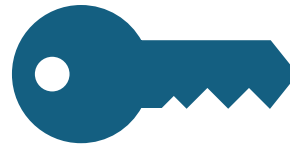
KPIs and Performance Clauses

A practical Guide for Public Bodies

Format of Session



**How to set effective KPIs
and Performance clauses**



**Key Performance
Indicators – new rules in
the Procurement Act 2023**



Contract monitoring

Question

How would you
rate the quality
of KPI's in your
organisation?

Scale of 1 – 5
5 is excellent
and 1 is poor



Does Measurement Matter?

Please shout out or type in the chat,
something that you measure on a
regular basis?



Does Measurement Matter?

Name something that your organisation measures on a regular basis



Why do we struggle with KPI's?

Please state why you struggle with KPI's?

How to set effective KPIs

Basic principles

A Key Performance Indicator (KPI) is a measure or indicator against which you can judge a supplier's **performance**.

KPIs will generally have either:

- A **single target** for success or failure, or
- A range of **performance thresholds** indicating:
 - the ideal target level and:
 - one or more levels below this where, for example, minor or major rectifications are required.

Where KPIs apply, they should be clearly set out as an important part of the **contract** between the authority and the supplier.

Basic principles

KPIs should not be confused with Milestones.

- Milestones are contractual checkpoints that function on a one-off basis, to verify that a particular stage in a project has been met, or a specific task, which only needs to be done once, has been successfully completed.
- Milestones could be used to specify:
 - **A completion date.** This would be a date that shows the progress of a project. For example, the milestone may require that a certain amount of progress on a project is completed by a specified date, to receive payment for work done to date.
 - **A review date.** Set a date to monitor the progress of services provided. In this case, the milestone could ask the procurer and supplier to review progress to date, confirm that services are working to date and according to the plan, as well as review the contract for compliance.
 - **A deliverable.** This could be a report, a proposal, or any other document to be delivered by a specific date.

Basic principles

KPIs should not be confused with **Milestones**.

Milestones are contractual checkpoints that function on a one-off basis, to verify that a particular stage in a project has been met, or a specific task, which only needs to be done once, has been successfully completed.

For example – *taken from a contract to create, launch, and maintain a new website:*

Customer Website Availability	Target Performance Level	99.99% Availability
	Minor Performance Failure	99.90 to 99.98% Availability
	Serious Performance Failure	99.80 to 99.89% Availability
	Breach of Contract	Less than 99.80% Availability

Ref	Title	Due Date
1	Website Design Approved	1 st April
2	Initial System Configuration Complete	15 th May
3	Final Testing Complete	30 th June
4	Customer Website Go-Live	15 th August

Basic principles

KPIs should not be confused with Milestones.

Milestones are contractual checkpoints that function on a one-off basis, to verify that a particular stage in a project has been met, or a specific task, which only needs to be done once, has been successfully completed.

For example:

This is a KPI

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Basic principles

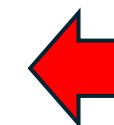
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***These are
Milestones***

Basic principles

Furthermore:

KPIs should **also** not be confused with **Management Information**.

KPIs are measures used to monitor the performance of the supplier so you can:

- a) determine if the contract is being delivered successfully and meeting expectations, or
- a) hold the supplier to account if not.

Meanwhile, **Management Information** is a general term to describe information which may be of interest to the authority, and which can be useful for various purposes, but which is not being used for performance monitoring.

Basic principles

For example – taken from a college catering contract:

			September 2025 Reported Average	October 2025 Reported Average
Hot Food Service: Meals Per Labour Hour (MPLH)	Target Performance Level	12+ MPLH	12.25 mplh	11.78 mplh
	Minimum Acceptable	9+ MPLH		
	Service Unsustainable	Less than 9 MPLH		

Staffing Levels at Catering Sites – SEPTEMBER 2025

SITE	FULL TIME	PART TIME
Central Dining Hall	4	9
North Annex Canteen	2	6
Sports Village Café	2	4

Basic principles

For example – taken from a college catering contract:

This is a K.P.I.

			September 2024 Reported Average	October 2024 Reported Average
Hot Food Service: Meals Per Labour Hour (MPLH)	Target Performance Level	12+ MPLH	12.25 mplh	11.78 mplh
	Minimum Acceptable	9+ MPLH		
	Service Unsustainable	Less than 9 MPLH		

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Staffing Levels at Catering Sites – SEPTEMBER 2025

SITE	FULL TIME	PART TIME
Central Dining Hall	4	9
North Annex Canteen	2	6
Sports Village Café	2	4

This is M.I.

Which is it?

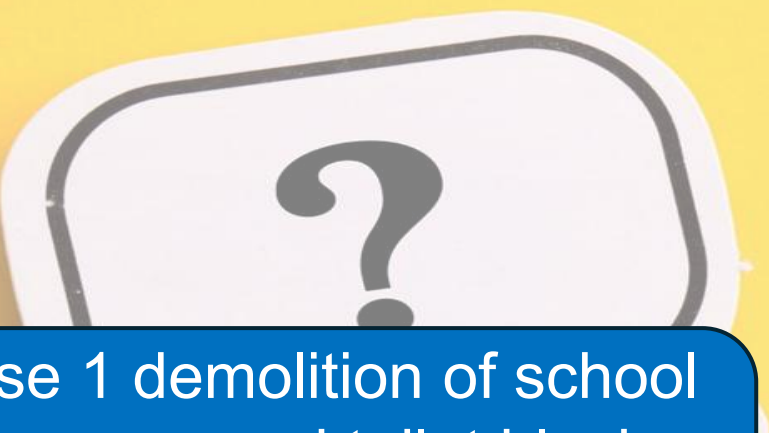
KPI?
Milestone?
MI ?



1. Phase 1 demolition of School kitchen annex and toilet block – to be completed by 15 September 2026

Which is it?

KPI?
Milestone?
MI ?



1. Phase 1 demolition of school kitchen annex and toilet block – to be completed by 15 September 2026

2. Tonnage of waste removed from site during Phase 1- daily and weekly totals

Which is it?

KPI?
Milestone?
MI ?



1. Phase 1 demolition of school kitchen annex and toilet block – to be completed by 15 September 2026

3. Percentage of waste recycled or diverted from landfill, as % of total waste tonnage – target **70%** or higher

2. Tonnage of waste removed from site during Phase 1- daily and weekly totals

Which is it?

KPI?
Milestone?
MI ?

1. Phase 1 demolition of University kitchen annex and toilet block – to be completed by 15 September 2026

Milestone

M.I.

3. Percentage of waste recycled or diverted from landfill, as % of total waste tonnage – target 70% or higher

K.P.I.

2. Tonnage of waste removed from site during Phase 1- daily and weekly totals

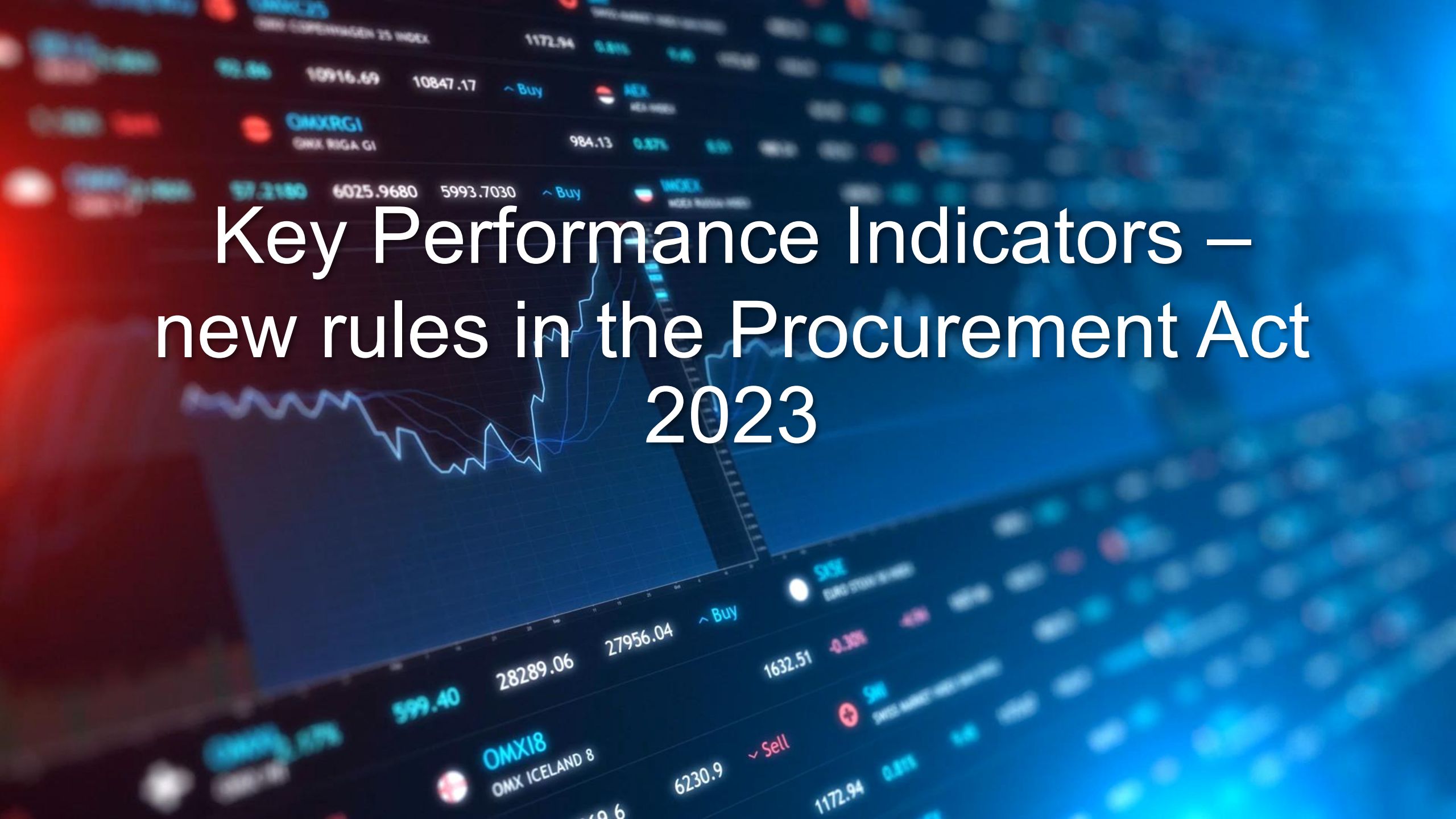
Basic principles

KPIs should be linked to the contract **Specification**.

This is because:

- The Specification defines what you require from the supplier.
- The KPIs help you assess whether the supplier is delivering what you require of them.

The KPIs should therefore be developed in conjunction with Specification development.

The background of the slide is a blurred image of a financial market data screen. It features various stock indices and their values in different colors (green for up, red for down). Visible text includes 'OMX COPENHAGEN 25 INDEX' with values like 10916.69 and 10847.17, 'OMX RIGA GI' with values like 6025.9680 and 5993.7030, 'OMX ICELAND 8' with values like 28289.06 and 27956.04, and 'OMX18'. There are also 'Buy' and 'Sell' indicators. A line chart is visible in the center-left, showing a fluctuating trend. The overall color scheme is dark with blue, green, and red highlights.

Key Performance Indicators – new rules in the Procurement Act 2023

Key Performance Indicators in the Procurement Act 2023

Section 52 of the Act requires:

1. Before awarding a Public Contract with an estimated value of more than **£5 million**, the authority must* set **at least three** KPIs for the contract.
2. When the contract has been awarded, the KPIs must be published.
3. The Contract Details Notice must highlight the **three KPIs** which are “*most material*” to contract performance, in the view of the authority.

Notes:

* *The requirement to set three KPIs does not apply if there is a genuine reason why meaningful KPIs cannot be set – for example a one-off purchase.*

Key Performance Indicators in the Procurement Act 2023



Scenario 1: Regular performance reporting



For any contract over £5m in value where KPIs have been set as required by the Act, the authority must assess the performance of the supplier, **at least once every 12 months**, from the commencement date of the contract.



Performance against KPIs is to be rated on a scale of: **Good** / **Approaching Target** / **Requires Improvement** / **Inadequate** / **Other**



The “Other” rating would generally be used, for example, if a previously set KPI was no longer considered material to measuring the performance of the contract.



Having assessed the supplier’s performance, the authority must publish a **Contract Performance Notice** reporting performance against the KPIs, using the rating system above. This must be published at least every 12 months.

Key Performance Indicators in the Procurement Act 2023



Poor Performance



Note that for contracts where formal KPIs exist, and are being assessed against the **Good / Approaching Target / Requires Improvement / Inadequate / Other** rating system, one or more instances of “Inadequate” may serve as evidence of poor performance – *but not necessarily*.



For example:



A contract could exist with **10 published KPIs**, all monitored on a **monthly** basis.



If one KPI falls into “Inadequate” for a single month, while the remaining 9 KPIs are at “Good”, and the single “Inadequate” rating was improved to “Approaching Target” one month later, this may be unlikely to trigger a reportable case of poor performance.



Conversely, if 7 of the 10 KPIs were sitting at “Requires Improvement” for several months, with no improvement, a situation of poor performance may well be held to exist, even though none of the KPI’s hit an “Inadequate” rating.



Key Performance Indicators in the Procurement Act 2023

- Be aware that careful management of poor performance will be a **major issue** for authorities now the Procurement Act is in force.
- This is because, once a Contract Performance Notice is published, which indicates uncorrected poor performance, this becomes a ***Discretionary Ground for Exclusion***, which other Contracting Authorities have the right to use, to disqualify the offending supplier from future opportunities.
- Another reason for suppliers to be jumpy!

Contract Monitoring



Relationship between T&Cs, SLAs, & KPIs

- Example: Relationship between Service Level Agreements (SLAs), Terms and Conditions (T&Cs), and Key Performance Indicators (KPIs) in a service contract for an IT support service:
 - **Terms & Conditions:**
 - Cover the legal and administrative aspects of the contract, including payment terms, confidentiality, and dispute resolution.
 - This may include escalation procedures or dispute resolution procedures in the event of a failure of SLAs
 - **Service Level Agreements:**
 - Performance standards and expectations for service. E.g.:
The IT support team will respond to:
 - critical issues within 1 hr
 - moderate issues within 4 hrs
 - minor issues within 8 hrs
 - System uptime should be at least 99.9%.
 - **Key Performance Indicators:**
 - Provide quantifiable data to assess whether the provider is meeting the SLA standards. E.g.:
 - Average response time for critical issues
 - Average response time for moderate issues
 - Average response time for minor issues
 - System uptime percentage

Capturing KPIs in the Terms & Conditions

- Contracts should have a **Schedule** setting out the KPIs.
- This should define any key terms necessary to describe the KPIs and ensure clear and unambiguous understanding:

SCHEDULE 2.2 – PERFORMANCE LEVELS

1 DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

Availability Key Performance Indicators means Key Performance Indicators 1a to 1f as set out in Annex 1 to this Schedule 2.2.

Available means when, in respect of the IT Environment and/or the Services:

- (a) Customers and Users are able to access and utilise all the functions of the Supplier System and/or the Services; and
- (b) the Supplier System is able to process the Data in accordance with the Services Description including providing such reports as are required within the timescales specified (as measured on a 24 x 7 basis); and
- (c) all Performance Indicators are above the KPI Service Threshold.

Capturing KPIs in the Terms & Conditions

- If the contract includes a Service Credit regime – that is, where part payment may be withheld from the supplier in the event of sufficiently serious failures – this should also be explained in the Schedule:

Part 1 – PERFORMANCE INDICATORS AND SERVICE CREDITS

1 PERFORMANCE INDICATORS

- 1.1 Annex 1 sets out the Key Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services by the Supplier.
- 1.2 The Supplier shall monitor its performance against each Performance Indicator and shall send the Authority a report detailing the level of service actually achieved in accordance with Part B.
- 1.3 Service Points, and therefore Service Credits, shall accrue for any KPI Failure and shall be calculated in accordance with Paragraphs 2, 3 and 4.

2 SERVICE POINTS

- 2.1 If the level of performance of the Supplier during a Service Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Points shall accrue to the Supplier in respect of that Key Performance Indicator.
- 2.2 If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator, Service Points shall accrue to the Supplier in respect of that Key Performance Indicator as set out in Paragraph 2.3.
- 2.3 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure shall be the applicable number as set out in Annex 1 depending on whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure or a Severe KPI Failure, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraph 3.2 shall apply.

Capturing KPIs in the Terms & Conditions

- The Schedule should also set out the monitoring arrangements, so they are clear to both parties:

Part 2 – PERFORMANCE MONITORING

1 PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 1.1 In addition to any information provided as part of the Dashboard reporting requirements in Schedule 8.4 (*Reports and Records Provisions*), the Supplier shall provide live performance monitoring information against each KPI and PI for display on the Dashboard.
- 1.2 Notwithstanding the information provided as part of the Dashboard, within ten (10) Working Days of the end of each Service Period, the Supplier shall also provide a report to the Authority which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.3 (the “**Performance Monitoring Report**”).
- 1.3 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:

Information in respect of the Service Period just ended

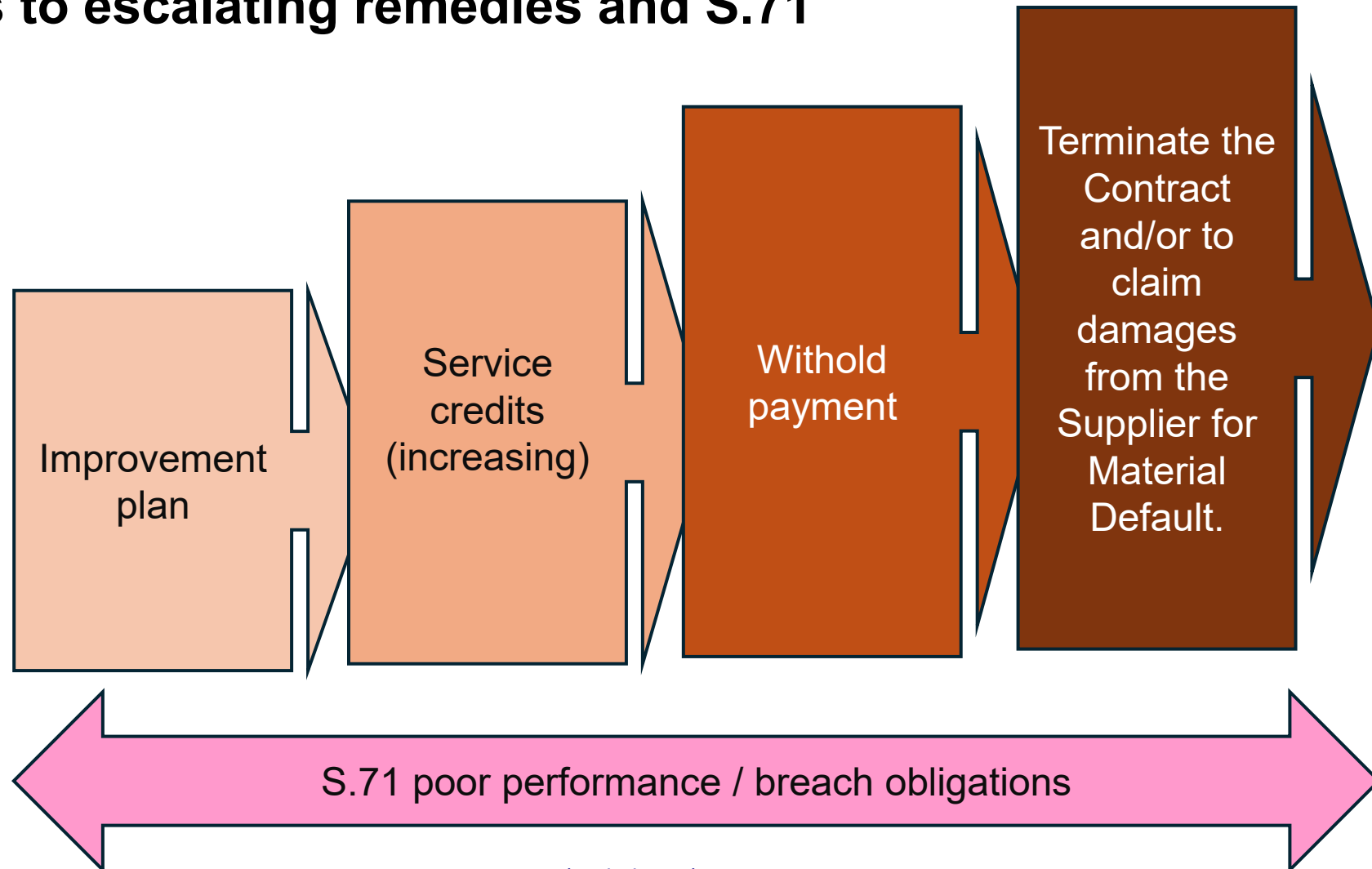
- 1.3.1 for each Key Performance Indicator and Subsidiary Performance Indicator, the actual performance achieved over the Service Period, and that achieved over the previous three (3) Measurement Periods;
- 1.3.2 a summary of all Performance Failures that occurred during the Service Period;
- 1.3.3 the severity level of each KPI Failure which occurred during the Service Period and whether

Capturing KPIs in the Terms & Conditions

- Finally, of course, it should set out the KPIs themselves, including any targets or failure thresholds:

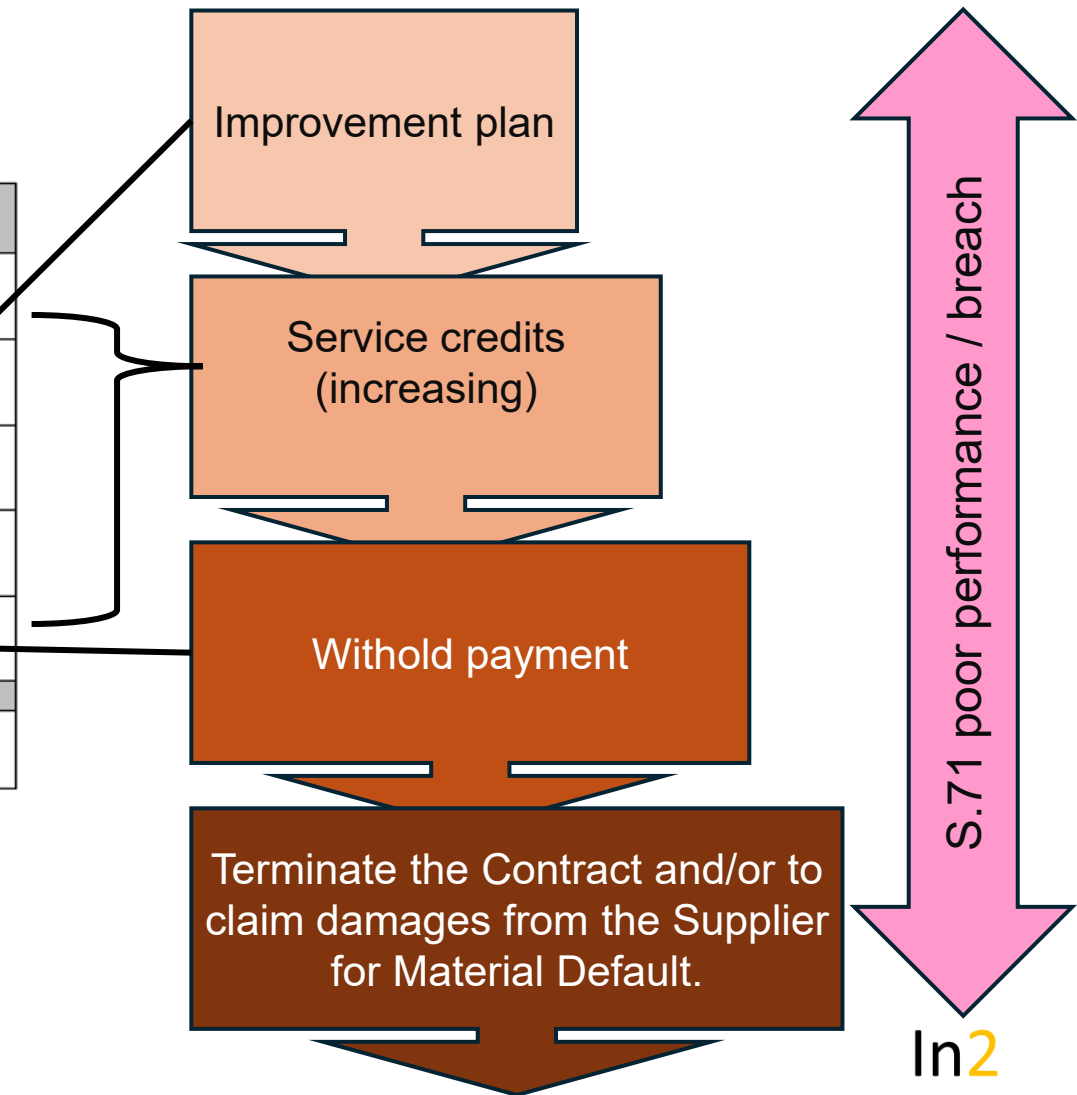
No	KPI title and short description	Definition	Severity levels		Service points
5	<u>P1 Initial Incident Resolution Time:</u> All PI Incidents shall be Resolved within the specific timescales, within the Service Period.	All P1 Incidents shall be Resolved within the specified timescales in a Service Period. The measurement shall be calculated as the time taken from the identification and logging of a P1 Incident to the notification of restoration of service or critical business service impacted as agreed with the Authority, within the Service Period.	Target Performance Level	P1 95% of All Incidents Resolved within 2 hours	0
			Minor KPI Failure	P1 <95% Incidents Resolved within 2 hours	5
			Serious KPI Failure	P1 <95% Incidents Resolved within 3 hours	12
			Severe KPI Failure	P1 <95% Incidents Resolved within 4 hours	20
			KPI Service Threshold	P1 <95% Incidents Resolved within 5 hours	30
Reporting and measurement		Inclusions and exclusions			
Frequency of measurement: Monthly					

Linking KPIs to escalating remedies and S.71 obligations



Linking KPIs to escalating remedies and S.71 obligations

No	KPI title and short description	Severity levels		Service points
5	<u>P1 Initial Incident Resolution Time:</u> All P1 Incidents shall be Resolved within the specific timescales, within the Service Period.	Target Performance Level	P1 95% of All Incidents Resolved within 2 hours	0
		Minor KPI Failure	P1 <95% Incidents Resolved within 2 hours	5
		Serious KPI Failure	P1 <95% Incidents Resolved within 3 hours	12
		Severe KPI Failure	P1 <95% Incidents Resolved within 4 hours	20
		KPI Service Threshold	P1 <95% Incidents Resolved within 5 hours	30
Reporting and measurement		Inclusions and exclusions		
<u>Frequency of measurement:</u> Monthly				



Mapping of levels of performance under the KPI Performance Measures to ratings under regulation 39(5) of the Procurement Regulations 2024

Regulation 39(5) Rating	Level of performance against the KPI Performance Measure
Good	
Approaching Target	
Requires Improvement	
Inadequate	
Other	

Contract Management

- Regular review meetings should be planned into major contracts from the beginning.
- It may be sensible to schedule these in line with the overall reporting frequency for any KPIs.
- For example, if a contract has 10 KPIs, of which:
 - 1 is reported weekly
 - 2 are reported monthly
 - 6 are reported quarterly
 - 1 is reported annually
- then it might make sense to have a review meeting each quarter.
- This gives the Contract Manager a structured basis to keep performance under review.

Contract Management

- Make sure the contract manager (or other individual responsible for monitoring) understands:
 - **What the KPIs are** and how these link to the contract requirements,
 - **How often** they should expect to see reports against KPI performance,
 - The **contractual remedies or sanctions** for failing to meet KPIs,
 - How to **escalate** issues (and to whom) if there are serious problems.

Impact of failure or non-performance

What is the impact if KPI target performance levels are not being achieved?

- Reputation
- Disruption to services
- Cost to put right
- Price control
- Dispute between supplier and authority
- Contract termination and re-procurement?

Which parties can impact the achievement of KPIs?

- Contractor
- Sub-contractors
- Your organisation
- Your other suppliers?
- External stakeholders?

Opportunities to review

- As well as regular reporting, overall performance against KPIs should be reviewed:
- Prior to any points of ***contract extension***.
 - Particularly important to hold supplier to account at this point.
 - If performance is very poor, why should you extend?
- When the contract is due to ***expire*** (*particularly if there will be a re-procurement*).
 - Learn from the KPIs to refine and improve next time.
 - Were there any failures that could have been avoided?
 - Did any KPIs prove meaningless in practice?
 - Were there other things you now realise you should have been monitoring, but were not made into KPIs?

University Catering - Service Review

Service Review Scorecard Summary

[CA/ Supplier] Scores

Key Performance Areas	No. of KPIs	Good	Approaching Target	Satisfactory	Requires Improvement	Inadequate	Not Applicable
		5	4	3	2	1	0
Food Quality	6	0	0	0	0	0	0
Marketing	4	0	0	0	0	0	0
Staffing	10	0	0	0	0	0	0
Hygiene, Health & Safety	16	0	0	0	0	0	0
Operational Systems	4	0	0	0	0	0	0
Finance & Management	9	0	0	0	0	0	0
Total No. of KPIs	49	0	0	0	0	0	0
Total Scores	0	0	0	0	0	0	0
Overall Score	0						
	#DIV/0!						

Instructions

Complete the scorecards on the following tabs, providing a score for each feature and a comment where possible.

Scoring guide:

Good Performance = 5

Approaching Target - Performance = 4

Satisfactory Performance = 3

Requires Improvement Performance = 2

Inadequate Performance = 1

Other/ Not Applicable = 0

Your scores will automatically update to this summary tab.

If the CA deems a criteria as 'non applicable' then this criteria will not be counted as part of the overall score and an average will only be taken for those criteria that are applicable.

Food Quality

		University Score	Comment	Scoring Guide					
				Not Applicable 0	Inadequate 1	RI 2	Satisfactory 3	AT 4	Good 5
Menu	Balanced daily/weekly menu, as published. Where applicable in accordance with the specification and national nutritional standards				Bulk of items of a similar nature/colour. Menu variations. Nutritional standards are not met on more than one day per three weeks.	More than one incidence of ingredient repetition or similar cooking style. Nutritional standards are planned to be met.	One incidence of ingredient repetition or similar cooking style. Nutritional standards are planned to be met.	Balanced daily/weekly menu, as published and in accordance with the specification. Nutritional standards are met all the time.	Balanced and varied daily/weekly menu, as published and fully in accordance with the specification. Nutritional standards are fully met all the time.
	Healthy and vegetarian options available				No choice of healthy or vegetarian dishes.	Choice of healthy and vegetarian dishes very limited at points in service and concerns with the options available.	Choice of healthy and vegetarian dishes available but limited at points in service.	Good choice of healthy and vegetarian dishes available across the majority of service points.	Wide range of quality healthy and vegetarian dishes available at all times.
	Portion sizes in accordance with specification and national guidelines				Portions below specification. Inconsistency in portion size.	Inconsistencies and issues with portion sizes.	Portion sizes just adequate.	Portion sizes are above adequate.	Portion sizes are consistently to the agreed specification.
Presentation	Food is appropriately presented				Food poorly arranged or presented so as to be unattractive and unappetising enough to put the customer off.	Presentation of food can be improved as currently arranged in an unattractive and unappetising format.	Most but not all items appropriately presented.	Majority of items appropriately presented.	All food is appropriately presented.
	Counters and display cabinets are well presented in accordance with the specification				Counters and display cabinets are consistently badly arranged, with no attention to detail exhibited.	Counters and display cabinets are poorly arranged on a frequent basis.	Minor improvements required to enhance counters and display cabinets.	Counters and display cabinets are well presented.	Counters and display cabinets are excellently presented which creates a positive dining atmosphere.
	Presentation of platters; meat, fish and vegetarian items served separately				Platters are presented in such a bad way that it puts the customer off purchasing.	Poor presentation of platters.	Minor presentation errors.	Good presentation of platters.	Attractive presentation of platters; meat, fish and vegetarian items served separately.
Total Score		0							
Out of		0							
Overall		#DIV/0!							

Cleaning KPI

[University] -
[Supplier]

- Outsourced Cleaning - Service Review

Service Review Scorecard Summary

Key Performance Areas	No. of KPIs
Aesthetics & Standards	6
Staffing	10
Hygiene, Health & Safety	5
Operational Systems	3
Finance & Management	7
Total No. of KPIs	30

Total Scores	0
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Overall Score

[Uni/
Supplier]
Scores

Good	Approaching Target	Requires Improvement	Inadequate	Other
5	4	3	2	1
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0
0	0	0	0	0

0	0	0	0	0
---	---	---	---	---

0
#DIV/0!

Instructions

Complete the scorecards on the following tabs, providing a score for each feature and a comment where possible.

Scoring guide:

Good = 5

Approaching Target = 4

Requires Improvement = 3

Inadequate = 2

Other = 1

Your scores will automatically update to this summary tab.

Aesthetics & Standards

Aesthetics & Standards

	Score	Comment	Scoring Guide				
			Other 1	Inadequate 2	Requires Improvement 3	Approaching Target 4	Good 5
Classrooms are tidy and clean upon entry				Bulk of the classrooms are untidy upon entry, with little evidence of being cleaned	Some classrooms are often left untidy with little evidence of being cleaned	Classrooms are on the main clean and tidy upon entry on a consistently good basis	All classrooms are clean and tidy upon entry
Windows and doors locked as appropriate after cleaning				A large number of windows and doors are unlocked which provides a serious risk	Windows and doors have been left unlocked too frequently which has posed a risk	Windows and doors locked the majority of the time as appropriate	Windows and doors locked as appropriate all the time
School receptions cleaned and polished in order to ensure inviting				Majority of reception areas are consistently unclean	Reception area is regularly unclean	The reception is cleaned and polished to a decent standard	Reception areas are clean and tidy on a consistent basis
Areas of high importance/duty of care are cleaned and maintained to a high standard (parquet flooring etc.)				Floors maintained to a consistently poor standard which is not acceptable	Floors maintained to a poor overall standard	Floors are cleaned to a basic standard	All areas with an increased duty of care are being maintained to a high standard
Toilet floors free of marks, dirt and scuff marks				Toilet floors are not well cleaned with dirty scum from the mop water being left on the floor consistently which is not acceptable	Toilet floors are not well cleaned with dirty scum from the mop water being left on the floor on a regular basis	Toilet floors cleaned to a good standard with scuff marks etc. only on a very rare basis	Toilet floors cleaned to a high standard with no marks, dirt, scuffs or scum residue
Toilet areas				Toilets are cleaned to a consistently unacceptable standard with sinks, toilets and urinals being cleaned to a unacceptable standard, with bad odours remaining	Toilets are cleaned to a poor standard with sinks, toilets and urinals being cleaned to a poor standard	Toilets are cleaned to a good standard	Toilets are consistently clean and well maintained and consumables replenished. Toilets left fresh all of the time
Consumables and materials				Consumables/materials not replaced with the majority of areas missing vital requirements	Consumables/materials are sometimes not replenished in some areas	Consumables/materials are well maintained in majority of areas.	Consumables/materials are well maintained across all areas.

Total Score	0
Out of	0
Overall	#DIV/0!

Good KPIs



Provide objective evidence of progress towards achieving a desired outcome



Measure the right things to help inform better decision-making.



Linked directly to strategic imperatives



Allow us to assess how performance changes over time



Track the things that matter to us,



Are defined in a way that is Significant, Measurable, Achievable, Relevant, Trackable, Ethical, Supported, and Time-bound

Quiz



1. A neighbouring authority has a Facilities Management contract with **SnazzyClean**.

The authority is unhappy with SnazzyClean's performance and publishes a **Contract Performance Notice**.

Two months later, you are preparing to go to tender for a managed FM service. The Departmental Manager is concerned about SnazzyClean's poor reputation and wants to prevent them from bidding.

Is this permitted? Yes or no?

Why do you think so?



Quiz



1. A neighbouring authority has a Facilities Management contract with **SnazzyClean**.

The authority is unhappy with SnazzyClean's performance and publishes a **Contract Performance Notice**.

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Is this permitted? Yes or no?

Why do you think so?

Yes – this is a specific new **Discretionary Ground for Exclusion**.
However – you may wish to give SnazzyClean the opportunity to self-cleanse – but how you assess the situation is at your discretion.

Leading vs. Lagging Indicators

- To comprehensively evaluate supplier performance, use a balance of **leading** and **lagging** Key Performance Indicators (KPIs).
 - **Leading KPIs:** Anticipate future performance.
These metrics provide early indicators of success or potential issues
 - **Lagging KPIs:** Reflect past performance.
These metrics measure historical consequences
- Maintain a mix of leading and lagging KPIs to understand supplier performance holistically.
- The mix of leading and lagging KPIs provides nuanced insights for more informed decision-making in supplier performance management.



Challenges in Implementing KPIs

Data is not accurate
and/or reliable

Demotivated staff

Strategic misalignment

Lack of buy-in and
ownership

Information overload

Failure to review and
adapt



A Council is facing resistance from staff when implementing KPIs. What might be the primary concerns of staff?



1 Fear of increased workload due to data collection



2 Concerns about increased bureaucracy and reduced autonomy



3 Worries about job security



4. Inability to understand importance of KPIs

Key tips for getting KPIs right

1. **Link to specific elements of the Specification** – *so that the KPIs measure whether you are getting what you intended the contract to deliver.*
2. **Only measure things that actually matter** – *having KPIs linked to unimportant minor details creates a management risk if they are not met. You risk either having to sanction the supplier for minor infractions that are not meaningful to service (damaging relationship) or ignoring the KPI regime (creating complacency).*
3. **Do not create more KPIs than you need** – *setting 100s of KPIs creates a monitoring regime that is difficult and time-consuming to manage. Is this efficient?*
4. **Ensure you have sufficient resource to monitor** – *even when the supplier is measuring and reporting against the KPIs, someone at the authority needs to review their homework.*
5. **Understand the sanctions for failure** – *what happens if KPIs are failed should be clearly established in the contract.*

Final thoughts & close



Walter Akers



Mohamed Hans

Thank you for
attending

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like and comment on our website and
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Our PA23 templates are robust, easy to use and will help you undertake compliant competitive procurement processes.

Each template comes as a Word document with highlighted sections for you to complete and tailor to your procurement.

We can also support you with additional drafting and training to adapt the templates to your organisations' specific requirements at competitive rates.

1.	Open Procedure under PA23 Template
2.	Competitive Flexible Procedure Template – (Based on previous Restricted Procedure)
3.	Competitive Flexible Procedure Template – (Based on previous Competitive Procedure with Negotiation)
4.	Assessment Summary Template (successful/ unsuccessful)
5.	Conflicts Assessment
6.	Ethical Walls Agreement/ Non-Disclosure Agreement
7.	Section 98 Record
8.	Compendium Publishing PA23 Notices
9.	Standard Contract (Short version)
10.	Standard Contract Services (Long version)
11.	Standard Contract Goods & Services (Long version)
12.	PO Terms and Conditions
13.	Evaluation Chart
14.	Non-Disclosure Agreement (1-way)
15.	Non-Disclosure Agreement (2-way)
16.	Guidance on Tender Evaluation For Evaluators

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