

2. Reports

The Supplier shall produce and provide to the Company the reports set out in the following table (together with such other reports as the Company (acting reasonably) requests from time to time in writing):

Table 5- Reports

	Report	Content to include, as a minimum:	Frequency
1.	Spend report (cumulative from Commencement Date)	Call-Off Contract name/reference, brief description of the Call-Off Contract (including the Services), Purchase Order Number, Site(s), business unit, Contract Price, value	Quarterly
2.	Lost Time Injuries	Full details of any Lost time Injuries per Period: date of injury, person(s) injured, Call-Off Contract details, business unit, Site, details of lost time, EIRF (external interim report form) number	Periodically and Quarterly
3.	KPI1 On Time delivery	Full details of Call-Off Contracts over the value of £5000 which are due to be delivered in the Quarter: Call-Off Contract name and reference, Purchase Order Number, Site(s), business unit, Contract Price, value, Call-Off Completion Date, actual date of Completion (as agreed by the Company in the Valid Completion Certificate), confirmation as to whether the Call-Off Completion Date was met or not	Quarterly

SCHEDULE 18: NOT USED

SCHEDULE 19: HEAVY GOODS VEHICLE DIRECT VISION STANDARD

1 Introduction

1. In this Schedule, the following terms shall have the corresponding meanings:

“Agreed HGV DVS Plan” means the Initial HGV DVS Plan as updated and approved in accordance with the terms of this Schedule;

“Initial HGV DVS Plan” means the initial plan set out at Appendix 1 which sets out and proposes how the Supplier shall ensure that:

9.2.1 from and including 1 October 2018, all Category N3 Lorries used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating;

9.2.2 from and including 1 April 2020 all Category N3 Lorries used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating; and

9.2.3 so far as reasonably practicable, the conditions at all sites and locations within the control of the Supplier where:

9.2.3.1 the Services are being delivered, or

9.2.3.2 in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,

are appropriate for each Category N2 Lorry and Category N3 Lorry being used in the provision of the Services. The Supplier shall not incur any costs or make any changes to the site(s) without the prior written consent of the Company.

2 HGV DVS Plan

2.1 The Supplier shall comply with the Initial HGV DVS Plan from the Commencement Date. Within fifteen (15) Working Days of the Commencement Date the Company shall either;

2.1.1 confirm that the Initial HGV DVS Plan is approved, in which case such plan shall become the Agreed HGV DVS Plan; or

2.1.2 provide the Supplier with any comments on and/or amendments to the Initial HGV DVS Plan.

2.2 Within thirty (30) Working Days (for the purpose of paragraph 2.1.2) or fifteen (15) Working Days (for the purpose of paragraph 2.3.2) of receipt of any comments and/or amendments from the Company in accordance with paragraph 2.1.2 or paragraph 2.3.2 (as applicable), the Supplier shall:

2.2.1 develop the Initial HGV DVS Plan to reflect such comments and/or amendments; and

2.2.2 submit an updated Initial HGV DVS Plan to the Company for approval.

2.3 Within fifteen (15) Working Days of receipt of the updated Initial HGV DVS Plan, the Company shall confirm that either the updated Initial HGV DVS Plan:

2.3.1 is approved, in which case it shall become the Agreed HGV DVS Plan; or

2.3.2 not approved and provide its further comments and/or amendments to the Supplier and the Supplier shall revise and re-submit the updated Initial HGV DVS Plan for approval in accordance with paragraph 2.2.

The process set out in this paragraph 2.3 shall be repeated until the updated Initial HGV DVS Plan is approved by the Company.

2.4 Where the Company, acting reasonably, has not approved the updated Initial HGV DVS Plan, the Supplier may refer that decision to the dispute resolution process set out in this Framework Agreement.

2.5 Without limiting any other provision of this Contract, the Supplier shall, at no additional cost to the Company, and as part of the Services:

2.5.1 implement, observe and comply with the Agreed HGV DVS Plan; and

2.5.2 review and amend the Agreed HGV DVS Plan (as necessary) on each 12 month anniversary of the Commencement Date or earlier if requested by the Company, to reflect:

2.5.2.1 any changes to the nature of the Services; and

2.5.2.2 any comments and/or amendments made or proposed by the Company.

3 HGV DVS Co-ordinator

3.1 The Supplier shall nominate an employee/member of the Supplier with the necessary experience, competency and authority to:

3.1.1 be responsible for implementation and compliance with the Agreed HGV DVS Plan; and

3.1.2 act as the Supplier's authorised representative on all matters concerning the Agreed HGV DVS Plan ("**HGV DVS Co-ordinator**").

3.2 The Supplier shall add the HGV DVS Co-ordinator's details to the list of Key Personnel set out in Schedule 16 (Key Personnel).

4 Self Certification and Reporting

On each twelve (12) month anniversary of the Commencement Date, the Supplier shall submit a report to the Company which sets out the Supplier's progress in respect of implementation of the Agreed HGV DVS Plan and confirms (with supporting evidence) that the Supplier has complied with the Agreed HGV DVS Plan.

APPENDIX 1 TO SCHEDULE 19

Contract Ref: TfL 01025 Haz Materials Lot 3

Direct Vision Standards for HGV's

