

TRIGGER	LEVEL	ACTION	BY	RESULT
Level 1 re-occurrence Consistent failure to meet required requirement Safety Condition infringements.	LEVEL 2	Improvement plan with precise end date required. Ongoing review dates specified.	Supplier	Satisfactory - Stop Unsatisfactory - Level 3
Level 2 re-occurrence	LEVEL 3	Final review. Final opportunity for remedial action. Precise end date required.	Supplier	Satisfactory - Stop Unsatisfactory - Level 4
Level 3 re-occurrence	LEVEL 4	POSSIBLE TERMINATION		

Issues shall be resolved locally on a day-to-day basis to the mutual satisfaction of all parties and shall not be raised to Level 1 without prior endeavours to resolve. At this stage of the process, the Supplier may be required to supply a root cause analysis and a recovery plan

Level 1

The Level 1 Non-Conformance will be recorded by the Company and a notice submitted to the Supplier. The Supplier shall in response (such response to be within 10 Working Days of service of the notice by the Company) prepare and submit to the Company, a Level 1 Non-Conformance Report. Such report will contain:

- Confirmation of the date and details of the Level 1 Non-Conformance
- The steps to be taken by the Supplier to ensure there is no repetition of such Level 1 Non-Conformance (the "Level 1 required action")
- The time within which such Level 1 required action is to be completed (which shall be a reasonable period and no longer than the "Level 1 rectification period").

The Supplier and the Company will use all reasonable endeavours to agree the Level 1 rectification period and the Level 1 required action. If the agreed Level 1 required action is carried out within the agreed Level 1 rectification period then the Non-Conformance will be classed as closed

Level 2

If the Company determines, that a Non-Conformance should be treated as a Level 2 Non-Conformance; or the Supplier fails to provide the Company with a Level 1 Non-Conformance Report within 10 Working Days; or the Supplier fails to rectify the Level 1 Non-Conformance within the Level 1 rectification period, then this shall be a "Level 2 Non-Conformance" and the Company will submit a notice to the Supplier.

If the Company determines, that a Non-Conformance should be treated as a Level 2 Non-Conformance; or the Supplier fails to provide the Company with a Level 1 Non-Conformance Report within 10 Working Days; or the Supplier fails to rectify the Level 1 Non-Conformance within the Level 1 rectification period, then this shall be a "Level 2 Non-Conformance" and the Company will submit a notice to the Supplier.

The Supplier shall in response (such response to be within 10 Working Days of service of the notice by the Company) prepare and submit to the Company a Level 2 Non-Conformance Report. Such report will contain:

- The date and details of the Level 2 Non-Conformance.
- The Level 2 required action.
- The Level 2 rectification period.

The Supplier and the Company will use all reasonable endeavours to agree the Level 2 rectification period and the Level 2 required action.

If the Level 2 required action is taken within the agreed Level 2 rectification period then the Non-Conformance will be considered resolved. However, a record of the Non-Conformance will be made and Level 2 trends monitored.

Level 3

If The Company determines, that a Non-Conformance should be treated as a Level 3 Non-Conformance; or the Supplier fails to provide the Company with a Level 2 Non-Conformance Report within 10 Working Days; or the Supplier fails to rectify the Level 2 Non-Conformance within the Level 2 rectification period, then this shall be a "Level 3 Non-Conformance" and the Company will submit a notice to the Supplier.

The Supplier will provide the Company a report (a "Level 3 Non-Conformance Report"), setting out the steps which the Supplier has taken, or will take, to ensure that no further Non-Conformances of this type shall arise (the "Level 3 required action") ; and the period (being no greater than 2 months from the time of occurrence of the Level 3 Non-Conformance for the Supplier to put in place steps to ensure that no further Non-Conformances of the same type occur (the "Level 3 Rectification Period").

Level 4

The Supplier fails to provide the Company by the agreed deadline, a Level 3 Non-Conformance Report, or the Supplier fails to undertake the Level 3 Required Action within the Level 3 rectification period, or the Supplier fails to rectify the Level 3 Non Conformance within the Level 3 rectification period

Schedule 11

Contract Management

1 The name and address of the Key Personnel representing the Company and Supplier in respect of this contract are as follows:

For the Company		
Name	Address	Area of responsibility
		Management of the framework agreement
		Forecast and scheduling
		Order placement

For the Supplier		
Name	Address	Area of responsibility
		Framework Management
		Order acknowledgement
		DVS Coordinator

The details for service of notices and other documents in accordance with Clause 37:

	Addressee	Address	Email address
For the Company			
For the Supplier			

2 CONTRACT MANAGEMENT & SERVICE

- **REPORTING** -The Supplier will be responsible for monitoring its performance over the period of the Contract, and produce on time delivery and defect rate reports, to be reviewed by the Company. These reports will be compared against information the Company has compiled on the Supplier's performance, in the monthly contract review meeting.
- **RESPONSE TIMES** -The Supplier is required to respond to requests made by the Company in a reasonable manner, on the following Working Day.

3 MEETINGS

The Company's Representative shall arrange the meetings, to be chaired by the contract manager, and shall produce minutes that shall be published within 10 (ten) Working Days of the meeting

- **Contract review meeting** - meeting to be held once each Accounting Period or as agreed and/or as required by the contract manager or Supplier. To incorporate
 - Accuracy of previous minutes
 - Supplier's delivery performance
 - Any non conformances reported against supply of goods
 - Order book review
 - Supplier's sub-contracts/invoices
 - The Company forecast schedule of requirements
 - Other matters as may from time to time to be determined to be necessary by the contract manager and/or Supplier.
- **Quarterly goods review meeting** -To discuss future requirements. Meeting to be held 4 times per annum or as agreed. To include, but not restricted to:
 - WRRR compliance, including FORS accreditation, (reviewed via completion of WRRR Self-certification Report.)
 - Updated forecast requirements as applicable against supply of goods and annual forecast indications
- The Supplier shall ensure that its representatives at all meetings have delegated power and authority to act on behalf of the Supplier.

4 EARLY WARNINGS

The Supplier is to give early warning to the Company Representative as soon as it becomes aware of any matter which could:

- reduce material availability
- delay delivery of the Supply and/or result in a missed delivery date,
- constitute a Defect
- adversely affect the Company,

- result in a breach of the Contract or any subcontract,
- lead to the Supplier terminating or suspending any subcontract, or
- cause a breach of any applicable law or statutory requirement. The

Supplier agrees to co operate in:

- make proposals for how the effect of the risks can be avoided or reduced,
- seeking solutions that will bring advantage to all those who will be affected.

5 FORECAST FOR GOODS

- The Company will provide to the Supplier an annual forecast demand for the Goods as set out in the Schedule 3, Framework Specification Appendix 1
- The forecast figures are for guidance only and do not represent any contractual commitment. The Company takes no responsibility for the accuracy of these figures and shall accept no liability for errors. The forecast figures will be reviewed together by the Company and Supplier, at the quarterly goods review meeting, and amended as required.

Schedule 12

Heavy Goods Vehicle Direct Vision Standard Schedule

1 Introduction

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

- | | |
|--|---|
| “Agreed DVS Plan” | means the Initial DVS Plan as updated and approved in accordance with the terms of this Schedule; |
| “Business Day” | means any day excluding Saturday, Sundays or public or bank holidays in England; |
| “Category N3 HGV” | means a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms; |
| “Direct Vision Standard” or “DVS” | means Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time, that measures how much direct vision a driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ; |
| “Initial DVS Plan” | means the initial plan set out at Appendix 1 which sets out and proposes how the Supplier shall ensure that: <ul style="list-style-type: none">(a) from and including 26 October 2019, all Category N3 HGVs used in the delivery of the contract achieve a minimum of a one (1) star Direct Vision Standard rating;(b) from and including 26 October 2023 all Category N3 HGVs used in the provision of the Goods achieve a minimum of three (3) star Direct Vision Standard rating; |

“MAM” means the Maximum Authorised Mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road.

2 DVS Plan

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

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

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

2.2 Within thirty (30) Business Days (for the purpose of paragraph 2.1.2) or 15 Business 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 DVS Plan to reflect such comments and/or amendments; and

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

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

2.3.1 is approved, in which case it shall become the Agreed 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 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 DVS Plan is approved by the Company

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

2.5 Without limiting any other provision of this Contract, the Supplier shall, at no

additional cost to Company and as part of the Goods:

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

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

2.5.2.1 any changes to the nature of the Goods and

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

3 DVS Co-ordinator

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

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

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

3.2 The Supplier shall add the DVS Co-ordinator's details to the list of Key Personnel set out in Schedule 11.

4 Self Certification and Reporting

On each 12 month anniversary of the Contract 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 DVS Plan and confirms (with supporting evidence) that the Supplier has complied with the Agreed DVS Plan.

5 DVS Infractions – NOT USED – refer to Clause 49.8.10

APPENDIX 1 TO SCHEDULE 12

Initial HGV DVS Plan

Contact details

HGV DVS Coordinator	
Job title	
Phone number	

HGV DVS Planned Outputs

The following tables outline the planned outputs to meet the Supplier's HGV DVS commitments to deliver the Services.

Fleet details	Metric	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5
Does Supplier operate 'own account' Lorries to deliver the services?	Y/N		-	-	-	-	-
How many own account N3 Category Lorries does the Supplier operate to deliver the services?	Quantity		-	-	-	-	-
How many sub-contract fleet operators does the Supplier employ to deliver the services?	Quantity		-	-	-	-	-
How many sub-contract N3 Category Lorries does the Supplier operate to deliver the services?	Quantity		-	-	-	-	-
What is the total number of N3 Category Lorries employed to deliver the services?	*Check		-	-	-	-	-

HGV DVS Rating	Priority	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5
What is the total number of zero-star rated N3 Category Lorries employed to deliver the services?	High		-	-	-	-	-
What is the total number of one star rated N3 Category Lorries employed to deliver the services?	Medium		-	-	-	-	-
What is the total number of two-star rated N3 Category Lorries employed to deliver the services?	Medium		-	-	-	-	-
What is the total number of three-star rated N3 Category Lorries employed to deliver the services?	Low		-	-	-	-	-
What is the total number of four-star rated N3 Category Lorries employed to deliver the services?	Low		-	-	-	-	-
What is the total number of five-star rated N3 Category Lorries employed to deliver the services?	Low		-	-	-	-	-
What is the total number of N3 Category Lorries employed to deliver the services?	*Check		-	-	-	-	-

HGV DVS method statement

The following provides details of the activities the Supplier will undertake to achieve the HGV DVS Planned Outputs. This includes all information and assumptions made to inform the HGV DVS Plan and all engagement with Sub-Contractors, vehicle suppliers and Off-road Site operators that are relevant to the outputs the Supplier has indicated in Supplier's HGV DVS Plan.

Below is an overview of how Supplier own account vehicle fleet used to deliver the Services will meet the outputs of the HGV DVS Plan



Below is an overview of the engagement activities with Sub-Contractors by the Supplier, activities which are required to deliver the Services to meet the outputs of the HGV DVS Plan



Below is an overview of any Supplier owned or operated Off-road Sites engagement activities with Off-Road Site operators used to deliver the Services will meet the outputs of the HGV DVS Plan



Below are details of the Off-Road Sites (eg Crossrail or building construction sites) that are required to deliver the Services.

Site name	Site operator	Site location	Site type	Ground rating

SIGNED UNDER HAND

This Agreement has been signed by for and on behalf of the parties on the day and year written above.

Signed by for and on behalf of
London Underground Limited

Name and position of authorised signatory

Signed by for and on behalf of)
Morganite Electrical Carbon Limited)

Name and position of authorised signatory)

