

Table 2: Annual Strategic Review

Strategic - Annual Strategic Review	
<p>Purpose - A strategic assessment of the relationship between the Parties, including:</p> <ul style="list-style-type: none"> • business updates from the Company and the Supplier; • achievements of the Company's and Supplier's objectives for the Framework Agreement and each Call-Off Contract; • significant risks and issues affecting the Supplier's performance; • Supplier performance with agreement of actions for improvement; • Supplier's compliance with the performance requirements set out in Schedule 14 (Performance Measurement) in respect of all Call-Off Contracts; • review of the Supplier's progress in respect of strategy, health, safety and environmental issues) and compliance with QUENSH); and • developments within the parties and changes in the applicable market and industry that affect the Framework Agreement and each Call-Off Contract. 	
Title:	Annual Strategic Review
Frequency	Annual
Business Level	Pan TfL - Strategic
Main Agenda Items	<ul style="list-style-type: none"> • Annual performance review • Annual financial review • Business and marketplace developments
Attendees (Company)	<ul style="list-style-type: none"> • TfL Contract Owner(s) • Senior Operational and Commercial Management Representatives
Attendees (Supplier)	<ul style="list-style-type: none"> • Supplier - Account Director • Senior Operational and Commercial Management Representatives
Meeting Chair	<ul style="list-style-type: none"> • Company's Representative
Reports Required	<ul style="list-style-type: none"> • All Contract Performance Scorecards for that Contract Year in respect of the Supplier's performance in accordance with Schedule 14 (Performance Measurement) • Full 12 month view Spend report
Decisions/ Reports/ Outputs	<ul style="list-style-type: none"> • Minutes • Actions with responsibility for completion allocated and target dates for completion of such actions

Table 3: Quarterly Review

Tactical – Quarterly Review	
Purpose - A review of performance of the Services by Supplier over the preceding Quarter, including Quarterly review of Supplier performance including against the KPIs set out in Schedule 14.	
Title:	Quarterly Review
Frequency	Each Quarter
Business Level	Pan TfL - Tactical
Main Agenda Items	<ul style="list-style-type: none"> • Performance review • Financial review including abatements if applicable • Business and marketplace developments
Attendees (Company)	<ul style="list-style-type: none"> • Commercial Contract Management Representatives • Operational Contract Management Representatives
Attendees (Supplier)	<ul style="list-style-type: none"> • Commercial Contract Management Representatives • Operational Contract Management Representatives • Senior Operational and Commercial Management Representatives (in the event of Level 1, 2 or 3 Non Conformances)
Meeting Chair	<ul style="list-style-type: none"> • Company's Representative
Reports Required from the Supplier	<ul style="list-style-type: none"> • Spend report (cumulative from Commencement Date) <ul style="list-style-type: none"> ▪ KPI 1 – Delivery of Call-Off Contracts on time ▪ KPI 2 – Compliant Completion of Call-Off Contracts- Quality ▪ KPI 3 – Management Information Reporting ▪ KPI 4 – Lost Time Injuries ▪ KPI 5 – Timely and compliant submission of responses to Mini-Competitions
Decisions/ Reports/ Outputs	<ul style="list-style-type: none"> • Minutes and actions

Table 4 Operational Review Meeting

Operational Review Meeting	
<p>Purpose - A review of the status of all relevant Call-Off Contracts – planned, in progress and completed, including but not limited to:</p> <ul style="list-style-type: none"> • review of Supplier performance in previous Period; • brief update on operational priorities • review of Company’s potential new requirements • review of Payment Applications and payment adjustments; • review of the Supplier’s skills and resourcing requirements; • resolution of any on-going Supplier performance issues; • review of progress by Supplier in respect of health, safety and environmental issues (including compliance with QUENSH) and waste and resources management. 	
Title:	Operational Review Meeting
Frequency	Per Period – if required by the Company
Business Level	Pan TfL - Strategic
Main Agenda Items	<ul style="list-style-type: none"> • Period operational review • Annual financial review • Business and marketplace developments
Attendees (Company)	<ul style="list-style-type: none"> • TfL Contract Owner(s) - optional • Operational and Commercial Management Representatives • Senior Operational and Commercial Management Representatives (in the event of Level 1 2 or 3 Non Conformances)
Attendees (Supplier)	<ul style="list-style-type: none"> • Supplier - Account Director • Operational and Commercial Management Representatives
Meeting Chair	<ul style="list-style-type: none"> • Company’s Operational and Commercial Management Representatives
Reports Required	<ul style="list-style-type: none"> • Lost Time Injuries • Update on any remedial actions undertaken by the Supplier as a result of the escalation process and/or KPI2 scores awarded by the Company (quality) • Status of live Call-Off Contracts • Update on faults • Update on any resource/technical/safety issues
Decisions/ Reports/ Outputs	<ul style="list-style-type: none"> • Minutes and actions

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

