English version for informal use. Dutch version is leading.

Tender Specification Procedure

Description of

Supply of CT sensors for the National Water Monitoring Network (LMW)

Case number: 31155805

Credits

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Contents

1 Introductory Information

1.1 Document structure

This Tender Specification Procedure (VSP) is part of the set of Tender Documents of the European public tendering procedure for CT sensors for the Dutch National Water Monitoring Network, also referred to as LMW. The full set of Tender Documents that form part of this European public tendering procedure is set out in the Descriptive Document.

1.2 Purpose of this document

This document contains a description of all applicable procedure requirements in the implementation of the Agreement. These procedure requirements define how the Performance is provided, in conjunction with the functional requirements of the products and services in the Tender Specification Requirements (VSE).

1.3 Reading guide

To read this document, the reader must take careful note of the following:

- The procedure requirements can be identified by a number, and are formulated as far as possible according to a fixed pattern with main requirements and subordinate requirements. For the sake of clarity, the requirements are provided with an ID number. The relationship with the main requirement is shown for each requirement;

ID number	Description of requirement/provision	Main requirement
XX100	The Contractor must ...	XX010

- Paragraphs that are preceded by “Explanatory note: [....]” explain the main requirements. These explain how the requirements must be interpreted and therefore form part of the requirement;
- Any other text serves as an introduction, preamble or clarification which must lead to a better understanding of the context of the activities.

2 General Requirements (AE)

2.1 Contractor's Organisation

The Contractor must set up an organisation for the performance to be provided. The organisation must meet the following general requirements.

AE010	Before the Contractor starts to perform any service, it must prepare, set up and operationally define its organisation. The Contractor must set up its organisation as such that it is able to build up and retain the necessary knowledge (knowledge retention) with regard to the activities that are being contracted. (independent working); The Contractor must comply with the procedures, regulations and working methods of the Client as set out in this document. If the Contractor maintains other procedures, regulations and practices internally, the Client should not in any event be able to notice this during the performance and daily activities of the Agreement, and this may not lead to additional costs for the Client. All primary communications with the Client's contacts will take place in Dutch. The English language may be used for secondary communications.	AE010

2.2 Project Start Up (PSU)

The aim of a joint PSU is to jointly coordinate between the Client and the Contractor – at the start of the service – on how the requested service will be implemented.
In this PSU, both parties communicate their expectations, vision and approach to the work, and strive for a joint approach to the project within the framework of the responsibilities of both parties as set out in the Agreement.

2.2.1 Organising the Project Start Up (PSU)

AE020	The Client and Contractor must organise a PSU as soon as possible, but in any event within sixty-five (65) working days after commencement of this Agreement. The aim of a joint PSU is to jointly coordinate between the Client and the Contractor – at the start of the Agreement – on how the contract will be carried out. The PSU must contribute to the cooperation based on mutual trust.	AE010

2.2.2 Project Start Up subjects

AE021	In preparation of the PSU, joint coordination will take place of the subjects that will be dealt with in the PSU. In broad terms, these subjects are as follows: • Interaction between Client and Contractor • Organisations • Mutual lines of communication and agreed working practices • Points in the Agreement to consider • Project quality plan (PKP) and quality assurance • Client's contract management • Key risks	AE020

2.3 Project Quality Plan (PKP)

2.3.1 Drawing up a Project Quality Plan

AE030	The Contractor must draw up a contract-specific Project Quality Plan before the envisaged service activities are carried out. The PKP aims to provide an insight into how the Contractor carries out the quality management to deliver the Performance. The agreed activities must be carried out based on this PKP. Explanatory note: Client uses the Project Quality Plan as a basis for contract management based on quality assurance by the Contractor (see also section 2.6 Tests).	EA010

2.3.2 Requirements regarding the project quality plan

AE031	The project quality plan must describe the quality management as a whole of project specific, coherent procedures, specifically applicable to this Agreement.	AE030

2.3.3 Contents of the project quality plan

AE032	The project quality plan must at least have the following subjects fully elaborated, specifically for the Performance relating to: • a description of the processes applied, at least in terms of the services requested in the Tender Specification Procedure (VSP) and/or Tender Specification Requirements (VSE), and the associated procedure requirements. By doing so, the Contractor shows that these	AE031

	procedures enable delivery of the envisaged Performance. The Contractor is free to use procedural descriptions or references to applicable procedures and work instructions in a quality management system generic to the company. At least the procedures for executing the services Supply, Calibration, Preventive Maintenance, Corrective Maintenance, Intake of sensors and Preparation and Issuance of sensors, must be included. • a description of the implementation of internal quality assurance by the Contractor on the execution and work procedures (e.g. the logistics of the PDCA [Plan Do Check Act] cycle). For example, the Contractor should consider identifying deviations, improvement processes, etc. • the manner in which information transfer between the Contractor and Client and other external stakeholders takes place within the described procedures, including mutual agreements. • the project organisation in which at least the supervisor and key roles are shown with their tasks, responsibilities and powers; • an overview of the operational contacts with contact details of both the Contractor and Client;	

AE033	The Contractor must design the project quality plan as such that the Client can arrange contract management by performing tests on the described procedures, by at least describing each procedure: • The interaction between Client and users (e.g. telephone, email correspondence and possible use of systems and/or portals); • The key role responsible; • The activities to be carried out of at least the Calibration, Preventive Maintenance and Corrective Maintenance. Explanatory note: It is important to the Client that the procedures are clearly set out to be able to prepare and carry out effective tests.	AE032

2.3.4 Deadline for submission of Project Quality Plan

AE034	The Contractor must submit the Project Quality Plan to the Client as soon as possible, but in any event within forty (40) working days after signing the Agreement.	AE030

2.4 Professional Contracting Practices

AE040	In view of its professional expertise and experience, the Contractor is expected to supplement or improve the activities and service required in such a way that the service is always guaranteed to be at the service levels required. The Contractor is naturally responsible for identifying, supplementing and correcting any gaps and contradictions.	AE010

2.5 Risk management

AE050	The Contractor must perform the risk management (risk analysis and risk control) during the Agreement, which aims to continue the performance. Risk management requires an active attitude by the Contractor to identify potential events that have a negative impact on the service. The Contractor must act appropriately to prevent these events. Current and relevant risks must be included in the Activity Report or, if urgent, must be communicated directly to the Client.	AE010

2.6 Testing

2.6.1 Testing competence

AE060	The Client is authorised to randomly check the quality assurance of the Contractor. The Client is free to exercise its testing competence at its own discretion.	AE010

2.6.2 Types of tests

AE061	The Contractor's activities are tested based on two types of tests: • <u>Process test</u>: A process test evaluates the functioning of the procedures used in the project quality plan and the individual process steps in it, which generates an output or product. A process test is a test of how a product is produced. • Product test: A product test evaluates whether products or services meet set requirements, which aim to verify the reliability of the Contractor's data. A product test is therefore	AE060

	a test of what the process generates as output, both physically delivered products of supplies as well as services, service levels and documents (e.g. delivered systems, service reports). In principle, testing is limited to a process test or product test once a year. The Client may decide to extend the tests to three times a year.	

2.6.3 Cooperation for testing

AE062	The Contractor must cooperate with the Client at all times to have a test carried out and to provide the necessary documents and information for this purpose as objective supporting documents for the testing. For testing at the company, the Contractor must grant access to the Client to inspect the performance of the business activities and the corresponding administration. This means, among other things, that during an on-site test all underlying documents of a particular Activity Report must be shown. Explanatory note: The Client will carry out the tests risk-controlled with the emphasis on testing processes. The frequency of tests depends on the risk profile and the frequency of occurring errors.	AE060

2.7 Administration

AE70	The Contractor must have the administrative records of the delivered performance up to date. The administrative records must be available for two years. These include: • All relevant service reports, calibration reports, delivery documents and shipment summaries that have been approved by the Client: • All other relevant documentation to support submitted invoices. The Contractor must be able to make the said documents available to the Client upon request.	AE010

2.8 Documentation

2.8.1 Documentation standard

AE080	The Contractor must prepare all new or modified documentation arising from the Services provided in the VSE, whereby the structure and content of each type of document or report is harmonised once on commencement of the contract period in consultation with the Client.	AE010

2.8.2 Format of the documentation

AE081	All documentation must be readable without loss of information or formatting using MS Office (Word, PowerPoint, Excel, etc.) or in a PDF format. The files used must contain a unique and readable filename based on the Client's identification system.	AE080

2.9 Called for Services

AE090	All services specified in the VSE are subject to a formal order being placed on commencement of the Agreement for the entire duration of this Agreement. Explanatory note: All services provided by the Contractor, as described in the VSE, will be called for (such as new supplies, preventive and corrective maintenance and advice/training).	AE010

AE091	The call for individual services and activities, as specified in the VSE, is made known to the Contractor in writing by the Client's Contract Supervisor.	AE090

AE092	For corrective maintenance, the following applies: < €1,500 excluding VAT, no prior permission is required. If it appears that corrective maintenance is required for > €1,500 excluding VAT, the Contractor must contact the Contract Supervisor by email, after which it will be dealt with by telephone or email. The agreements made are confirmed by email by the Contract Supervisor.	AE90

2.10 Cost specifications for activities

During the term of the Agreement, the Contractor must provide cost specifications for activities or supplies which are provided when called.

2.10.1 Requirements for cost specifications

AE100	The following is applicable to all cost specifications to be provided: 1. They must be provided with verifiable (tendered) quantities; 2. They must be provided with a specified VAT amount; 3. All costs, such as transportation costs, must be included unless otherwise specified and agreed to in writing; 4. They must correspond to the price items as set out in the Price List, which is part of the Agreement; 5. The included delivery dates, must be fixed dates; 6. No costs may be associated with drawing up the cost specifications;	AE010

2.10.2 Procedure to follow when applying, sending and approving cost specifications

AE101	The following procedure applies when requesting, sending and approving cost specifications: • The Client sends an order (on a called basis) to the Contractor for the envisaged activities; • The Contractor sends the cost specification to the Client's Contract Manager mentioned in the contract within ten (10) working days; • The Contract Manager assesses the cost specification within ten (10) working days (unless it has been notified in advance that this period is too short), and either with or without consultation with the Contractor, will approve or reject decisions; • The Contract Manager draws up a written notification (by email) of the approval or rejection of the cost specification. Approval applies as granting the order; • if approval is obtained, the Contractor must carry out the activities in accordance with the approved cost specification.	AE100

2.11 Quotation request

Quotations are requested if there are (components of) systems that do not appear on the Price List at that point in time.

2.11.1 Quotation requirements

AE102	The same requirements apply to the quotation as for a cost specification in accordance with AE100.	AE100

2.11.2 Procedure to follow when requesting, sending and approving quotations

AE103	The following procedure applies when requesting, sending and approving quotations: • The Client sends the Contractor a request for a quotation for a contingency delivery of goods or activities; • The Contractor sends the quotation to the Client's Contract Manager mentioned in the contract within ten (10) working days; • the Contract Manager assesses the quotation within ten (10) working days (unless it has been notified in advance that this period is too short), and either with or without consultation with the Contractor, will approve or reject decisions; • The Contract Manager draws up a written notification (by email) of the approval or rejection of the quotation. Approval applies as granting the order; • if approval is obtained, the Contractor must carry out the activities in accordance with the approved quotation	AE100

2.12 Price List, settlement

AE110	The Price List is structured according to the Descriptive Document.	AE010

2.12.1 Settlement, supply

AE111	The following starting points apply to the supply of sensors and/or components of sensors and/or accessories: • For the supply of sensors, itemised sensor prices are shown on the Price List. Invoicing occurs immediately after delivery. Required documentation: Delivery document and packing slip. • For the supply of individual components and/or accessories, invoicing by the Contractor is in accordance with the Price List. Invoicing takes place regularly, every second month. Required documentation: Activity Report and packing slip.	AE110

2.12.2 Settlement, maintenance

AE112	The following starting points apply for maintenance: • Price for calibration. Calibration includes the entire service as described and must include transportation costs to and from the pickup point in the Netherlands for the user and any shipment to the manufacturer. Invoicing takes place regularly via	AE110

	the Activity Report after being carried out. Required documentation: Calibration report. • Price for preventive maintenance. The price relates to a single service for preventive maintenance of the system. This amount includes all transportation costs to and from the pickup point in the Netherlands for the user and any shipment to the manufacturer. At replacement of consumables for a standard component, this must also be included in the price. Required documentation: Service report. • Corrective maintenance consists of an hourly rate and materials according to the Price List. Costs calculated retrospectively which are not included in the maintenance proposal are not eligible for settlement. These costs will be invoiced regularly via the Activity Report after being carried out. Required documentation: - Maintenance proposal (if amount exceeds €1,500.00 excl. VAT) - Service report.	

2.12.3 Settlement, support

AE113	The Client may make use of support, through its Users. • The standing services such as remote support via telephone and email are subject to an annual rate. Required documentation: The Contractor reports in the Activity Report. • Hourly rate for support by means of training and advice. The hourly rate also covers travel expenses. Travel hours may be included as working hours. Required documentation: - Cost specification. - Activity Report.	AE110

2.12.4 Settlement, logistics

AE114	Transportation and Storage of sensors • Intake, preparation and issuance, and the transportation of sensors must be part of the rate for Preventive Maintenance or Calibration. Required documentation: Shipment summary.	AE110

	• The Contractor keeps a stock of sensors and/or accessories for the Client. This is subject to an annual rate. Required documentation: list of stock level.	

2.13 Invoicing and payment

AE120	Remuneration for the Product, Maintenance or Service to be delivered is due from the moment of Acceptance as described in section 3.1. Explanatory note: An invoice for service and the supply of individual components is therefore linked to the frequency and financial extent of an Activity Report, and an invoice for supplying systems is linked to the time of delivery and Delivery Document.	AE010

AE121	The Contractor sends a pro forma invoice and the Activity Report by email to the Contract Supervisor for verification. The Contract Supervisor approves or rejects this pro forma invoice and accordingly reports on this to the Contractor. • If the pro forma invoice is rejected, the Contract Supervisor must indicate which points are incorrect on the pro forma invoice. • On approval, the Contractor submits the invoice in the manner described. The procedure described is used to speed up the payment process.	AE110

AE122	Types of invoices: 1. Separate invoice with a separate order number for: the supply of systems. A separate invoice must be sent for supplying systems. These items do not appear in a regular summary invoice, but are linked to a Delivery Document. 2. Separate invoice with a separate order number for: services and supply of individual components. All services and supplies of individual components, such as cables, maintenance, support in usage and logistics, are part of a regular summary invoice. This invoice can be linked to an accepted Activity Report.	AE110

	The two types of invoices mentioned cannot be combined into a single invoice. Each invoice relates to a single order number. Explanatory note: Order numbers are issued by the Client.	

3 Working method on Delivery (WO)

3.1 General starting points

For the duration of the Agreement, the Contractor will provide several products and services to the Client. These products and services are included in the Contractor's offer.

The Client will receive deliveries and Assess or Accept same, or apply a combination thereof depending on the status of the deliveries, which is to be determined by the Client.

3.1.1 General starting points on Delivery

WO010	The Contractor must check everything prior to Delivery.	

3.1.2 Assessment and acceptance list

WO020	For the Assessment or Acceptance, the Contractor must provide the documents mentioned below to the Client. Items for Assessment: • The Project Quality Plan (once and for each revision) • Document formats of requested documents (once only) Items for Acceptance: • Every Activity Report with corresponding service reports; • Every Delivery Document.	WO010

3.1.3 General starting points for Assessment and Acceptance

WO030	Assessment concerns a written notification addressed to the Contractor in which the Client does or does not declare to object to the item or items that the Contractor has presented for assessment. With a declaration of no objection, the Client expresses its confidence, based on the knowledge and experience available to it, that the item offered could comply with the requirements. The aim of the Assessment is an interim confirmation of confidence in the implementation. Here, Acceptance is understood to mean the term Acceptance as stated in the General Government Terms and Conditions for Public Service Contracts, known as ARVODI 2018, being: the approval by the Client of (parts of) the	WO020

	Performance. The aim of Acceptance is to confirm implementation for invoicing.	

3.2 Specific requirements for Assessment

WO040	The Contractor must present the items in the assessment list in the prescribed manner, including all underlying documents and data, to the Client for Assessment. Assessment will only take place if: 1. the document to be Assessed is complete and consistent with other related documents; 2. the contents of the document to be Assessed is correct and any changes or modifications are included; 3. the item to be Assessed complies with the templates agreed to (including correct version numbering etc.) or agreed standards.	WO020

3.3 Specific requirements for Acceptance

WO050	The Contractor must present the Performance mentioned in the acceptance list or parts thereof to the Client for Acceptance, including all underlying documents and data. Acceptance may occur when it is demonstrated that: 1. the Delivery complies with, or set of Deliveries comply with the set requirements, and are complete and consistent; 2. The Contractor has demonstrably complied with the set requirements.	WO020

WO051	Unless agreed to otherwise, the Client must apply a maximum period of ten (10) working days for Acceptance. The Client must notify the Contractor in writing whether or not it Accepts the Performance or parts thereof.	WO230

4 Activity Report (AR)

4.1 Aim

The aim of the Activity Report is to provide a timely insight into the extent and results of the service and to improve same if necessary. The Activity Report also applies as a method of legitimacy of invoice approval. Reports must be tailored for the organisation of the Client and the Contractor.

4.2 Report items, format and frequency

4.2.1 Minimum report items

AR010	All provision of support, services and supplies of individual components (where necessary) are collated in an Activity Report every two months. The Activity Report corresponds with two-monthly invoicing. • All services performed during the period are grouped by service. • All supplies of individual components during the period. • References to individual calibration reports, service reports, delivery documents, and shipment summaries. • Cumulative annual financial statement • Cumulative annual summary of the Performance delivered for: - SLA submitting shipment summary within five (5) working days after transportation - SLA Preparation and Issuance of sensors within five (5) working days after request Supplying complete systems or parts of systems not mentioned in the Activity Report. These must be invoiced separately and are not part of the two-monthly Activity Report and two-monthly invoicing. All underlying reports must be attached as documents of the Performance (e.g. service reports). Explanatory note: For invoicing see chapter 2.13.	

4.2.2 Deadline for submission of Activity Report

AR110	The Contractor must present the Activity Report to the Client within ten (10) working days after the end of the reporting period.	AR010

5 Cooperation (SW)

5.1 Introduction

This chapter describes the set-up of the mutual interaction envisaged by the Client between the Client and the Contractor. Cooperation is understood to mean the manner in which the Client and the Contractor arrange the structure, management and harmonisation of the activities to be carried out in the context of the Agreement.

5.2 General requirements for Cooperation

5.2.1 Meeting location

SW010	Meetings between the Client and Contractor will take place at a location or locations to be mutually agreed to.	AE010

5.2.2 Meeting tasks

SW020	The Client takes care of the following tasks related to organising the meeting: • The Client takes care of the invitations, agenda, as well as the minutes and action list. • The Client takes care of the reporting and initials the discussion reports; • The Client will prepare the agenda in collaboration with the Contractor, at least eight (8) working days prior to the scheduled date; • any memos, notes, etc. to be discussed will be distributed by the Client at least six (6) working days prior to the scheduled date; • the draft minutes will be presented to the Contractor within ten (10) working days after the meeting.	AE010 SW010

5.2.3 Mandate of the Contractor's representatives

SW021	The representatives of the Contractors and the Client have sufficient mandate in the meeting and in the event of escalation, for all discussions to be conducted and decisions to be taken within the context of the Agreement. This is to facilitate fast decision-making within the context of the Agreement.	SW020

5.3 Key roles

By means of identifying key roles, the Client has the possibility – within the cooperation – to designate roles or to appoint employees of the Contractor that are of essential importance for cooperation with the Client or for carrying out the Agreement.

SW030	The Contractor must at least fulfil the following roles and designate them as key roles: • a contact and a substitute to act as a point of contact for the Client, who has the authority to make decisions on behalf of the Contractor on a strategic and escalation level; • a contact and a substitute to act as a point of contact for the Client, who has the authority to make decisions on behalf of Contractor on a tactical and operational level; Explanatory note: The Client also designates key roles as a contact.	AE010

5.4 Types of meetings

The Client and the Contractor regularly have meetings to discuss the progress and variances of the service.

SW040	The Client will set up the types of meetings specified in the table below (1), which entails that: • an appropriate contribution must be made in every meeting specified in the table; • the meeting must be arranged in such a way as to ensure that the mentioned objectives for each meeting (included in the table) are met; • every meeting must at least be held in the frequency as mentioned, in which the frequency may be adjusted if deemed necessary by the Client; • The Contractor participates in the meetings with employees who are of a similar level as the participants from the Client;	AE010

<u>Table 1: Types of meetings</u>

	A) Progress meeting	B) Strategic meeting
Level	Tactical and Operational	Strategic
Aim	The aim is to have a good basis for cooperation at the executive level. This meeting is intended to discuss issues at an executive level and to facilitate arrangements on formal contractual matters. In this meeting, escalations, learning points and improvement actions are also defined and monitored for progress.	This meeting serves as a platform for developing a long-term vision on co-operation and also as the highest level of escalation.
Frequency	Recurrently 1 x per annum	If the need arises, in consultation
Partici-pants, Posi-tions, Du-ties	<u>Chair:</u> - Client's Contract Manager <u>Reporting:</u> - By Client in writing <u>Responsibility for preparation:</u> - Client: Contract Manager - Contractor's representative 1 <u>Other Participants:</u> - Client: Contract Supervisor and, if necessary, Technical Manager and/or Technical Advisor. - Contractor's representative 2	<u>Chair:</u> - Client's Contract Manager In the event of escalation: - The Project Manager/RDD Department Head <u>Reporting:</u> - By Client in writing <u>Responsibility for preparation:</u> - Client: Contract Manager - Client's representative <u>Other Participants:</u> - Client: Technical Manager (possibly a Project Manager) - Contractor's representatives

5.5 Escalation procedure

If, at a given level of consultation, the Client considers that the activities are inadequate and the employees engaged by the Contractor cannot provide an adequate solution, there is a possibility to escalate the issue.
If such an issue is identified and cannot be agreed on in the Progress meeting, there is a possibility of escalating from this meeting to a Strategic meeting.

SW060	The Contractor must participate in the Client's escalation procedure by providing for identical levels of escalation as the Client, and these levels must be provided with the proper mandate. In addition to the strategic level, provision must be made for a higher escalation level (such as management level) in case the issues cannot be resolved within the cooperation structure of the Agreement. Explanatory note: the possibility of escalation is without prejudice to the right to a liability claim (as referred to in Article 21 of the General Government Terms and Conditions	AE010

	for Public Service Contracts, ARVODI-2018) or to dissolution and termination (as referred to in Article 22 of the ARVODI-2018).	