



Discharge Tender Specification Processes, ADM Lot

Description of the Performance

ADM Discharge Measurement Instruments - Supply, Implement, Manage and Maintain

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1 INTRODUCTION

1.1 Purpose of the Tender Specification Processes

This Tender Specification Processes ('TSP') document is one of the tender specifications in conjunction with the Tender Specification Requirements ('TSR') and the Tender Specification General ('TSG') and it forms an inseparable part of the set of contract documents. The purpose of the TSP is to give the Contractor insight into the requirements that Rijkswaterstaat ('RWS') sets for the service processes that the Contractor must provide to render the Performance.

1.1.1 Responsibility of the Contractor

It is the Contractor's responsibility to determine which activities must be performed and which processes must be set up to perform the Contract. However, the Client considers certain activities and processes to be of such importance for performing the Contract that it has set requirements for them.

1.1.2 Classification of requirements

The requirements are classified according to several necessary management and other processes and recognisable in the different chapters. Requirements have been formulated for each process (or underlying processes). A parent requirement has been formulated for each process. This requirement sets out the purpose of the process in question. In addition to the parent requirement, child requirements may be formulated for each process. In doing this, the Client has not intended to cover the entire process. It therefore does not suffice for the Contractor to merely give effect to the child requirements.

1.2 Quality Management

The Contractor performs the services on the basis of quality management. Quality management is applied to all processes and ensures that the processes are and remain suitable, appropriate and effective and that they lead to the desired result and a satisfied client.

1.2.1 Plan-Do-Check-Act cycle

The principle of quality management is expressed, among other ways, in the Plan-Do-Check-Act cycle ('PDCA cycle'), which must be implemented in every process. Describing the processes is the first step of the PDCA cycle. The Contractor first describes and records the services as processes, demonstrating through these process descriptions that the requirements set out in the TSP and the TSR are met and that these process descriptions are also capable of achieving the intended result.

1.2.2 Project Management Plan

The Project Management Plan ('PMP') is a Document required by the Client. In the PMP, the Contractor must describe how quality management is applied and how the phases within the Contract will be performed at project level. The PMP forms the basis for Contractor's process descriptions and may be supplemented by underlying plans. The Contractor may use its standard process descriptions prepared for its own quality management.

1.2.3 Contract management philosophy

The Contractor must apply quality management continuously when rendering the Performance. The Client uses this for managing the Agreement. The Client focuses on assessing the Contractor's PMP.



The PMP must give the Client confidence that the Contractor's performance of the Contract will meet the specified requirements.

1.3 Structure of the Tender Specification Processes

The following structure has been chosen for the chapter layout of this TSP:

- Chapter 2: requirements for General Processes;
- Chapter 3: requirements for Implementation;
- Chapter 4: requirements for Management and Maintenance.

1.4 Reading guide

As far as possible, the requirements in this TSP are formulated according to a set pattern with parent and child requirements. For the sake of unambiguity, requirements are assigned an ID number consisting of two initial letters specifying the process to which the requirement relates and a serial number. A relationship with one or more parent requirements is also specified for each requirement.

ID number	Description of the requirement	Parent requirement
XX100	The Contractor must...	XX010

Besides the requirements, provisions contain preconditions set by the Client for the Contractor, which do not directly impose obligations on the Contractor, but which the Contractor must take into account as stipulated. The identification number of a provision is always preceded by the 'P-' of 'Provision'.

ID number	Description of the provision	Parent requirement
P-YY100	The Client...	XX010

This TSP refers to annexes. These annexes form an inseparable part of the set of contract documents.

This TSP is best read after the TSG and the TSR.

The meaning and definition of the terms and abbreviations used in this TSP can be found in **Annex A. 'Glossary Discharge, ADM Lot'** to the Tender Specification.

1.5 Reference to standards

Where reference is made in this TSP to standards, etc. or to manufacturers, etc. as referred to in the Public Procurement Act, it is deemed to be accompanied by the words '...or equivalent'.



2 GENERAL PROCESSES

CB010	The Contractor must manage the Agreement, at least regarding the aspects of scope, time, money, risks, information, organisation, quality, safety and the environment, so that the Performance is demonstrably and traceably rendered in accordance with the requirements during the entire contract period.	
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2.1 Contract management

P-CM010	The Client believes that successful contract performance is initially determined by an early Project Start Up ('PSU') and effective joint contract management during the entire contract period.	CB010
P-CM020	The purpose of joint contract management is to communicate effectively with each other from a Governance perspective about the progress of the contract performance in relation to the Agreement.	P-CM010
P-CM030	The Client and the Contractor will inform each other in writing before the start of the PSU who the authorised contract representatives are for the Agreement at operational, tactical and strategic levels, including their substitutes, and will maintain these key officers as much as possible throughout the entire term of the Agreement.	P-CM010

2.1.1 Project Start Up

CM100	The Contractor and the Client must organise the PSU within two weeks of the final award. The purpose of a joint PSU is to have the Client and the Contractor jointly agree on how the contract will be performed at the start of the Agreement. The PSU must contribute to cooperation based on mutual trust.	P-CM010
P-CM110	In preparation for the PSU, the Contractor and the Client coordinate on the topics that will be covered in the PSU. These topics are broadly as follows: 1. Dealings between the Client and the Contractor; 2. Organisations; 3. Mutual lines of communication and working arrangements; 4. Key points to consider from the agreement; 5. PMP and quality assurance; 6. Contract management by the Client; 7. Key risks; 8. Each party's authorised contract representatives at operational, tactical and strategic levels, including substitutes; 9. All operational arrangements and procedures between the Client and the Contractor regarding services; 10. The planning and implementation of the Baseline Measurement; 11. Cooperation with LMW's M&S contractor during Implementation.	CM100
CM120	The PSU must include at least the following: • Key officers of the Client; • Key officers of the Contractor; • Key officers of LMW's M&S contractor.	CM100



P-CM130	Within two weeks of the PSU, the Contractor must record the intended result of the cooperation with the Client in a separate chapter in the PMP, unambiguously describing and highlighting their mutual intentions and arrangements.	CM100
CM140	After agreement between the Contractor and the Client, the Contractor must update and keep the cooperation section in the PMP updated for the entire contract period, in accordance with the defined procedure for Changes in Annex E. 'Model_Amendment Agreement_ARBIT_2022_Sept_2022-2' to the Tender Specification.	P-CM130
CM150	The Contractor's authorised contract representatives must hold a proper mandate for all discussions to be held and decisions to be taken under the Agreement to enable prompt decision-making.	CM100
P-CM160	During the PSU, the type of meetings and the frequency at which and location(s) where they will be held during the entire contract period, will be determined by agreement. In principle, progress meetings will be held: a. At a tactical level: 1x per year; b. At an operational level during Implementation: 1x per month; c. At an operational level during Management & Maintenance: 1x every six months;	CM100
CM170	During the PSU, the Contractor must agree with the Client which topics will be developed further after the PSU in the appropriate meetings.	CM100

2.1.2 KPIs per contract phase

P-CM200	The Key Performance Indicators (KPIs) are derived from the Performance to be rendered.	P-CM010
CM210	The Client sets the KPIs applicable at the start of the Agreement in Chapter 7.3 of the Agreement.	CM200 FM010
CM220	The Client is free to add, delete or change KPIs during the term of the Agreement.	CM200
CM230	The Contractor must demonstrate the results achieved in relation to the KPIs in accordance with the corresponding measurement period and measurement method and then report on them in a KPI report. The Contractor and the Client jointly determine the format of this KPI report during the PSU.	CM200
CM240	If a KPI has not been achieved in the past measurement period, the Contractor must justify in the KPI report why the relevant KPI was not achieved, including the measure(s) it has taken to achieve this KPI in the next measurement period.	CM200
CM250	The preparation and adaptation of the KPI reporting functionality, the live KPI dashboard and the progress reports ('PRs') are part of the Contractor's activities and must be included in the Tender Sum.	CM200
CM260	If the Contractor fails to achieve one or more KPIs, this may result in the Malus set by the Client for each KPI as a Rebate on the Compensation in Chapter 7.3 of the Agreement.	CM200 FM010

2.2 Organisational management



OR010	Before the Contractor starts to perform any service, it must prepare, design and operationalise its organisation in such a way that the Performance and required services are rendered to the Client for the entire contract period. This organisation must be able: 1. In cooperation with the Client, to adequately implement the project phases described in Chapter 4.1. of the TSG; 2. To secure the necessary knowledge (build and retain knowledge) for the requested services, minimising reliance on the Client (or third parties of the Client) as much as possible (independent working); 3. Demonstrate at all times that: a. the service provided meets all specified TSP requirements; and b. the Measurement Sites offered meet the requirements specified in the TSR. 4. Changes in the Contractor's organisation must be communicated promptly in writing to the Client and explained orally in the progress meetings.	CB010
OR020	The Contractor must comply with the Client's procedures, regulations and practices as set out in the Tender Specification. In all cases, if the Contractor applies other internal procedures, regulations and practices, the Client must not notice any effect of this nor may it result in additional costs for the Client during the performance of the Agreement and its daily activities.	OR010
OR030	All first-line communication from the Contractor's organisation with the Client's contact persons must be in Dutch or English. German or French may also be used for second-line communication.	OR020

2.2.1 Key officers

OR100	By identifying key roles, the Client has the opportunity to appoint roles or employees of the Contractor within the cooperation that are essential for the cooperation with the Client or for performing the Agreement.	OR010
OR110	Each key officer of the Contractor, identified during the PSU, must actually work with the Client's employee assigned to them from a Governance perspective.	OR100
OR120	The Contractor must at least fill the following roles and designate them as key roles: 1. A contact person and a substitute as a point of contact for the Client with the authority to make decisions at strategic and escalation level on behalf of the Contractor; 2. A contact person and a substitute as a point of contact for the Client with the authority to plan and manage the Implementation of the Flow Measurement Instruments at the Measurement Sites on behalf of the Contractor and with the authority to make decisions at tactical and operational level on behalf of the Contractor; 3. A contact person and a substitute as a point of contact for the Client with the authority to make decisions at tactical and operational level on behalf of the Contractor during the Management and Maintenance phase.	OR110
P-OR130	The Client designates at least the following key roles: 1. A contract manager with the authority to make decisions at tactical and	OR110



	operational level on behalf of the Client; 2. A project manager as a point of contact for the Contractor with the authority to make project-based decisions at operational level on behalf of the Client; 3. A technical manager as a point of contact for the Contractor with the authority to make technical decisions at operational project level on behalf of the Client;	
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2.2.2 Performance measurement

P-OR200	Performance measurement means measuring the quality of the cooperation between the Client and the Contractor. Performance measurement does not focus on measuring contractual performance.	OR010
P-OR210	The context and explanation of performance measurement is included in the RWS Performance Measurement Guide. This Guide is publicly available on the RWS website at: https://www.rijkswaterstaat.nl/zakelijk/zakendoen-met-rijkswaterstaat/werkwijzen/werkwijze-in-gww/aanbesteden-en-contracteren/prestatiemeten/index.aspx	P-OR200
P-OR220	Once every six months, both the Contractor and the Client separately answer a questionnaire as part of the contract measurement. The Client will provide a tool for this purpose. The justification for the rating based on the questionnaire is also recorded.	P-OR200
P-OR230	Once every six months, the Client and the Contractor discuss their cooperation based on the results of the questionnaire completed by both sides.	P-OR200
P-OR240	The arrangements made in the progress meeting are recorded in a report. The Client and the Contractor sign the score form as seen.	P-OR200

2.3 Drafting the Project Management Plan

OP100	The Contractor must clearly and transparently describe the processes from the quality management system ('QMS') and the process requirements from this TSP in a contract-specific PMP. With this, the Contractor demonstrates that these processes have the ability to render the intended Performance in respect of the services.	CB010
P-OP110	The PMP aims to provide insight into how the Contractor carries out quality management to render the Performance. The agreed work must be performed on the basis of this PMP. The Client uses this PMP as the basis for contract management based on quality assurance by the Contractor.	OP100
OP120	In the PMP, the Contractor must describe the QMS specifically applicable to this Agreement as a set of contract-specific, related procedures.	OP100
P-OP130	The Contractor may divide the PMP into underlying plans (process descriptions) using the standard process descriptions in accordance with its QMS.	OP100
OP140	The Contractor must submit the PMP to the Client for Acceptance no later than four weeks after the PSU. Any annexes referred to in the PMP must be provided to the Client at the same time as the PMP.	OP100
OP150	The Contractor must describe and detail at least the following topics specific to the services in the PMP:	OP100 PM100



	1. Any cooperative arrangements; 2. The processes, using process descriptions in accordance with the certified QMS, which at least meet the specified process requirements and with which the Contractor demonstrates that these processes have the capacity to fulfil the Contract; 3. At least the processes for performing the Supply, Implement, Manage and Maintain Services must be included; 4. A description of, or reference to, the applicable procedures and work instructions that form part of the QMS; 5. The Contractor's approach to quality assurance for the work processes, specifically the second-line support for LMW's M&S contractor for the Implementation and during Management and Maintenance; 6. The Contractor's approach to internal quality assurance using audits and deviation records; 7. Dealing with cost specifications, settlements, quotations and orders; 8. Method of transferring information to the Client and other external parties involved, including meeting arrangements; 9. Description of the Contractor's approach to internal quality assurance for the performance and work processes (e.g. through implementing the PDCA cycle), such as, for example, identifying deviations and improvement processes; 10. Organisation of the Contractor for the Contract showing at least the managerial and key roles with their duties, responsibilities and powers; 11. List of operational contact persons of both the Contractor and the Client with their contact details.	
OP140	Based on its professional expertise and experience, the Contractor must supplement and/or improve the requirements set for the Products and Services in the Tender Specification in such a way that the requested Products and Services are always guaranteed. Solely meeting the requirements set out in the Tender Specification never relieves the Contractor of the obligation to always meet the requirements of a professional Contractor and of the obligation to fill and improve any gaps as a matter of course.	OP100
OP150	The Contractor must make the PMP suitable for contract management by the Client by performing Reviews on the specified processes and by describing at least the following for each process: 1. Interaction with the Client and users (such as telephone, email correspondence and any use of systems and/or portals); 2. Manager for each key role; 3. Activities to be performed for the Supply, Implement, Manage and Maintain Services.	OP100

2.4 Quality Management

KM010	The Contractor must comply with the obligations arising from the Agreement during the entire contract period and must ensure the service expectations agreed with the Client through quality management.	CB010
KM020	The Contractor must accept the Client's authority to review whether the quality assurance of services is done in accordance with the Contractor's PMP. To make this assessment, the Client uses a mix of process and product	KM010



	tests. The Client may exercise its power of review at its own discretion at any given time.	
KM030	The Contractor must always cooperate with the Client to perform or arrange an audit, process or product test and provide the necessary documents and information for this purpose. The Client also has the authority to enter all offices, work sites, workshops and warehouses of the Contractor and its suppliers where work is performed for the purposes of the services at any time and to be accompanied by third parties or experts.	KM010
P-KM040	A process test assesses the functioning of the procedures used (as included in the PMP) and the individual process steps within them, with which an output (product) is generated. A process test is thus a test of how a product is created.	KM010
P-KM050	A product test assesses whether Products or Services meet set requirements, with the aim of verifying the reliability of the Contractor's data. A product test is thus a test of what the process generates as output. This includes both physically delivered Products from supplies, and Services, service levels and documents (e.g. delivered systems, service reports).	KM010
P-KM060	In principle, Review is limited to one process test or one product test once a year. The Client may decide to extend the tests to a maximum of three times a year.	KM010



2.4.1 Reviewing

KM100	The Client may perform random checks on the Contractor's quality assurance. The Client may exercise its power of review at its own discretion.	KM010
KM110	The Contractor must provide the required documents and information for process and/or product tests to the Client at least 10 business days prior to the date of the Review.	KM100
P-KM120	The Client must give at least 20 business days' prior written notice that a review will be held at the Contractor.	KM100
P-KM130	The Client must: 1. In exercising its power of review, disrupt the provision of services as minimally as possible; 2. Formulate the results and conclusions of the conducted tests clearly, objectively and unambiguously in findings (both positive and negative); 3. Provide any negative findings to the Contractor in writing within five business days of completing the Review.	KM100
P-KM140	The Client may classify a negative finding as a Failure.	KM100
KM150	The Contractor must always cooperate with the Client in performing or arranging a test and provide the necessary documents and information as objective supporting documents for this purpose. The Contractor must grant the Client access to the premises on request, give insight into the performance of business activities and allow inspection of the related records for the purpose of the Review. Among other things, this means that it must be possible to show all underlying supporting documents for each report during an on-site Review.	KM100
P-KM160	The Client will conduct the tests in a risk-based manner with an emphasis on Reviewing the processes. The frequency of Reviews is related to the risk profile and to the frequency of errors occurring.	KM100

2.4.2 Acceptance

AC010	Acceptance means the Client's approval of all or parts of the Performance. The purpose of Acceptance is to confirm performance in accordance with the requirements prior to invoicing.	CB010
AC020	The Contractor must provide the documents listed below to the Client for the Acceptance: • Each PR with the associated service reports; • Each Delivery Document.	AC010
AC030	The Contractor must submit the Performance or parts of the Performance specified in the acceptance list to the Client for Acceptance, including all underlying documents and data. Acceptance can occur only if it is demonstrated that: 1. the Supply/Supplies or set of Supplies meet(s) the specified requirements, is/are complete and is/are consistent; 2. the Contractor has demonstrably complied with the specified requirements.	AC010
AC040	The Client applies a period of 30 business days for Acceptance from the time that the Contractor submits that which the Client has to accept.	AC010



P-AC050	If the Client does not proceed to Acceptance of the Performance, it will give notice within 10 business days of the parts of the performance declaration that have not been satisfied. The Client will then consider the Performance as unrendered or partially unrendered.	AC010
AC060	If the Client does not proceed with Acceptance of the Performance, the Contractor must resubmit the Performance to the Client for Acceptance within one month of removing the reasons, at its own expense, for the Client not having proceeded with Acceptance, or once the invoice has been adjusted after liaising with the Client. This process is repeated until the Client proceeds with Acceptance.	AC010

2.5 Meetings

OL010	The Contractor must contribute to effectively exchanging information with the Client so that both parties are correctly, promptly and fully informed.	CB010															
OL020	Meetings between the Client and the Contractor are held at mutually agreed locations.	OL010															
OL030	The Contractor must participate in all meetings that the Client deems necessary. The Contractor must be represented at these meetings by one or more officers with appropriate powers for the subject of the meeting. The mandate of the Contractor's officers must always match the meeting level.	OL010															
OL040	The Contractor must conform to the meeting types as set out in the following table. Tabel 1 : Overlegsoorten <table><tr><th></th><th>A) Voortgangsoverleg</th><th>B) Strategisch overleg</th></tr><tr><td>Niveau</td><td>Tactisch en Operationeel</td><td>Strategisch</td></tr><tr><td>Doel</td><td>Het doel is om een goede basis te hebben voor samenwerking op uitvoerend niveau. Dit overleg dient om issues op uitvoerend niveau te bespreken en afspraken over formele contractuele zaken te faciliteren. In dit overleg worden bijvoorbeeld ook escalaties, leerpunten en verbeteracties gedefinieerd en bewaakt op voortgang.</td><td>Dit overleg dient als platform voor het ontwikkelen van een lange termijn visie op de samenwerking en tevens als hoogste escalatie niveau.</td></tr><tr><td>Frequentie</td><td>Periodiek 1 x per jaar</td><td>Indien noodzaak zich voordoet in nader overleg</td></tr><tr><td>Deelnemers, Functies, Taken</td><td><u>Voorzitter:</u> - Contractmanager Opdrachtgever <u>Verslaglegging:</u> - Schriftelijk door Opdrachtgever <u>Verantwoordelijkheid voor voorbereiding:</u> - Opdrachtgever: Contractmanager - Afgevaardigde 1 Opdrachtnemer <u>(overige) Deelnemers:</u> - Opdrachtgever: Contractbegeleider en eventueel Technisch Manager en/of Technisch adviseur. - Afgevaardigde 2 Opdrachtnemer</td><td><u>Voorzitter:</u> - Contractmanager Opdrachtgever Bij escalatie: - De Projectmanager/Afdelingshoofd RDD <u>Verslaglegging:</u> - Schriftelijk door Opdrachtgever <u>Verantwoordelijkheid voor voorbereiding:</u> - Opdrachtgever: Contractmanager - Afgevaardigde Opdrachtgever <u>(overige) Deelnemers:</u> - Opdrachtgever: Technisch manager (eventueel projectmanager) - Afgevaardigden Opdrachtnemer</td></tr></table>		A) Voortgangsoverleg	B) Strategisch overleg	Niveau	Tactisch en Operationeel	Strategisch	Doel	Het doel is om een goede basis te hebben voor samenwerking op uitvoerend niveau. Dit overleg dient om issues op uitvoerend niveau te bespreken en afspraken over formele contractuele zaken te faciliteren. In dit overleg worden bijvoorbeeld ook escalaties, leerpunten en verbeteracties gedefinieerd en bewaakt op voortgang.	Dit overleg dient als platform voor het ontwikkelen van een lange termijn visie op de samenwerking en tevens als hoogste escalatie niveau.	Frequentie	Periodiek 1 x per jaar	Indien noodzaak zich voordoet in nader overleg	Deelnemers, Functies, Taken	<u>Voorzitter:</u> - Contractmanager Opdrachtgever <u>Verslaglegging:</u> - Schriftelijk door Opdrachtgever <u>Verantwoordelijkheid voor voorbereiding:</u> - Opdrachtgever: Contractmanager - Afgevaardigde 1 Opdrachtnemer <u>(overige) Deelnemers:</u> - Opdrachtgever: Contractbegeleider en eventueel Technisch Manager en/of Technisch adviseur. - Afgevaardigde 2 Opdrachtnemer	<u>Voorzitter:</u> - Contractmanager Opdrachtgever Bij escalatie: - De Projectmanager/Afdelingshoofd RDD <u>Verslaglegging:</u> - Schriftelijk door Opdrachtgever <u>Verantwoordelijkheid voor voorbereiding:</u> - Opdrachtgever: Contractmanager - Afgevaardigde Opdrachtgever <u>(overige) Deelnemers:</u> - Opdrachtgever: Technisch manager (eventueel projectmanager) - Afgevaardigden Opdrachtnemer	OL010
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2.5.1 Mutual duties and responsibilities in meetings

OL100	The Contractor must organise the progress meetings determined during the PSU, including a tactical progress meeting. At least the PR will be discussed in these meetings.	OL010
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OL110	The Contractor must provide the report for each meeting and notify the Client of these reports no later than three business days after the date of each meeting. The format of this report will be determined jointly during the PSU.	OL100
OL130	The Contractor must organise at least the following for progress meetings: 1. Sending out invitations, agenda, reports, minutes and action list; 2. Preparing the agenda in cooperation with the Client at least five business days before the scheduled date; 3. Circulating the memorandums and notes to be discussed from both the Client and the Contractor at least three business days before the scheduled date; 4. Presenting the draft minutes to the Client for review, no more than five business days after the date of the meeting.	OL100
P-OL140	The Contractor must provide the report for the various meetings and notify the Client of these reports no later than five business days after the date of each meeting, unless different arrangements are made in the PSU.	OL100
P-OL150	The Client must respond within five business days of receiving the minutes. If the Contractor has not received a written response from the Client within this period, the minutes are automatically adopted.	OL100
OL160	At each progress meeting: 1. At least two people with the appropriate authority and mandate for the subject of the meeting and the meeting level attend for each Party; 2. At least the authorised contract representatives for the Agreement participate on behalf of the Parties; 3. The Client provides the chairperson of the meeting.	OL100
P-OL170	The Client is authorised to organise one or more meetings for specific topics that are not dealt with in the progress meetings, but that do affect the rendering of the Performance. The Client provides the chairperson of these meetings.	OL100
OL180	The Contractor must hold periodic discussions with the Client as part of the progress meeting ('PM') in relation to and for the purpose of performance measurement as included in Chapter 2.2.2 'Performance Measurement'.	OL100
OL190	The Contractor must abide by the safety guidelines and conditions drawn up by the Client in Annex F. 'Discharge Integral Safety Plan (ISP)' to the Tender Specification, discuss integral safety risks, management and mitigation measures with the Client once every six months during the PM and formally hand over the safety documents during this meeting.	OL100

2.5.2 Escalation process

OL200	The Contractor must determine the escalation method in consultation with the Client during the PSU and include it in the PMP.	OL010
P-OL210	The Client's escalation levels are as follows: 1. If a Party believes that the specified requirements and/or arrangements for the service to be provided are not being met at a specific time at an operational level and a dispute may arise as a result, the Parties may, after notification, escalate the dispute to a tactical level;	OL200



	2. If the dispute under point 1 cannot be promptly resolved at the tactical level, the Parties may, after notification, escalate the dispute to the strategic level; 3. The Parties apply the contact and escalation lines below, and the Client's management board may be represented by the responsible head of department. <pre> graph TD subgraph Strategisch DirOG[Dir OG] <--> DirON[Dir ON] end subgraph Tactisch CM[Contractmanagement / Service Management (RWS CIV)] <--> PM[Projectmanager] end subgraph Operationeel FB[Functioneel Beheer/ Service Delivery Management] <--> SM[SM (support/service)] end DirOG <--> CM DirON <--> PM CM <--> FB PM <--> SM DirOG --> FB DirON --> SM </pre> Key Dir = Management Board; SM = Service Management.	
OL220	The Contractor must use identical escalation levels to match those of the Client. These escalation levels must have the appropriate mandate so as to ensure the progress of the work and the quality of the Performance.	OL200
P-OL230	The possibility of escalation does not affect the right to give a notice of liability (see Article 26 of ARBIT 2022) or the right to terminate for cause or to terminate by notice (see Article 30 of ARBIT 2022).	OL200



2.6 Financial management

FM01	The Contractor must structure its Price List in accordance with Annex 3A 'Format of the Financial Offer for the ADM Lot' to the Descriptive Document.	CB010
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2.6.1 Invoicing and payment

FM100	Invoicing and payment take place in accordance with Articles 7 and 8 of the Agreement and Article 15 of ARBIT 2022.	FM010
FM110	An invoice for supplying Flow Measurement Instruments is linked to the time of delivery to RWS's Corporate Instrument Stock ('CIB') at the address agreed in the PSU and the Client's assessment of the completeness of the documentation on delivery.	FM100 IM120
FM120	An invoice for services and supplying individual components of Flow Measurement Instruments is linked to the financial size of the previous two-month PR period.	FM100
FM130	For orders, the Contractor must specify the date of invoice preparation and <u>not</u> the date of Acceptance as the invoice date, as the Client is entitled to accept multiple orders at a time.	FM100
P-FM140	The Client recognises two different types of invoice: 1. A one-off project invoice with a separate order number for the supply of Flow Measurement Instruments to the CIB. The Contractor must prepare and send a separate invoice for each delivery, unless there are several Flow Metering Instruments linked to the order number. 2. A recurring periodic collective invoice for services in the area of maintenance and support for use and logistics and the delivery of separate components to the CIB. This invoice is linked to an accepted PR. These activities cannot be combined on one invoice. After all, each invoice relates to a single order number provided by the Client.	FM100
FM150	The Contractor must email a pro-forma version of both types of invoices to the Client once before the first project invoice and once before the first periodic collective invoice. All invoice details required in the Agreement and all billable items that the Contractor submits with the Tender Application using Annex 3A 'Format of the Financial Offer for the ADM Lot' to the Descriptive Document must be mentioned on both pro forma invoices with a clear description and the unit rate per item. The Client approves or rejects these pro forma invoices and informs the Contractor accordingly. If the pro-forma invoice is rejected, the Client will set out the points on which the pro-forma invoice is incorrect and/or incomplete. Actual invoicing can start only after the Client approves a pro-forma invoice. The amount of the actual invoice must be exactly equal to the approved amount of the pro-forma invoice.	FM100
FM160	The Contractor must agree to the following preconditions for invoicing: 1. The Client must receive invoices no later than 10 business days after the end of the relevant month; 2. The agreed payment period starts only after receipt of a correct invoice and its approval;	FM100



	3. The Client is entitled not to pay all or part of an invoice for a certain period if the invoiced supply or service does not meet the requirements; 4. The Client may have a designated third party process all or some of the invoices.	
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2.6.2 Compensation

FM300	The following Compensation applies to Supplies: 1. Supply of Flow Measurement Instruments (including intake, preparation for operation, storage and transport): a. Unit price based on the Price the Contractor has submitted for this purpose in the Tender Application using Annex 3A 'Format of the Financial Offer for the ADM Lot' to the Descriptive Document; b. Invoicing immediately after delivery following acceptance and pro-forma invoice approval; c. Required documents: Delivery document and packing slip. 2. Supply of separate components for Flow Measurement Instruments and/or accessories (including intake, preparation for operation, storage and transport): a. Unit price based on the Price the Contractor has submitted for this purpose in the Tender Application using Annex 3A 'Format of the Financial Offer for the ADM Lot' to the Descriptive Document; b. Invoicing every two months in arrears using a periodic collective invoice following acceptance and pro-forma invoice approval; c. Required documents: PR and packing slip.	FM010
FM310	The following Compensation applies to services and support: 1. Price for Calibrating and Supplying Flow Measurement Instrument(s) to each Measurement Site, in accordance with the activities described in Chapter 3.3 and Chapter 3.4 of this TSP: a. Price per Measurement Site based on the Price the Contractor has submitted for this purpose in the Tender Application using Annex 3A 'Format of the Financial Offer for the ADM Lot' to the Descriptive Document; b. Invoicing every two months in arrears using a periodic collective invoice; c. Required documents: Calibration Report and Final Handover Dossier. 2. Price for standard second- and third-line maintenance: a. Price per Measurement Site based on the Price the Contractor has submitted for this purpose in the Tender Application using Annex 3A 'Format of the Financial Offer for the ADM Lot' to the Descriptive Document; b. Invoicing every two months in arrears using a periodic collective invoice; c. Required documents: Service Report 3. Price for maintenance consisting of: a. Price that the Contractor has submitted for this purpose in the Tender Application using Annex 3A 'Format of the Financial Offer for the ADM Lot' to the Descriptive Document for a one-off maintenance visit to a Measurement Site in the Netherlands, including the transport costs to and from this site and the related	FM010



	accommodation costs; b. Compensation for the consumables replaced on the Measurement Site based on the Price that the Contractor has submitted for this purpose in the Tender Application using Annex 3A 'Format of the Financial Offer for the ADM Lot' to the Descriptive Document; c. Charges calculated in arrears. Only costs that the Contractor has submitted for this purpose in the Tender Application using Annex 3A 'Format of the Financial Offer for the ADM Lot' to the Descriptive Document are eligible for settlement; d. Invoicing every two months in arrears using a periodic collective invoice; e. Required documents: i. Maintenance proposal for an amount > €1,500.00 (excluding VAT); ii. Service report for an amount < €1,500.00 (excluding VAT);	
P-FM320	The Client may call for the following forms of support: 1. Second-line support by telephone and email: a. Annual rate based on the Price that the Contractor has submitted for this purpose in the Tender Application using Annex 3A 'Format of the Financial Offer for the ADM Lot' to the Descriptive Document; b. Invoicing every two months in arrears using a periodic collective invoice; c. Required PV documentation: cost specification in the PR. 2. Hourly rate for training, education and consultancy: a. based on the Price that the Contractor has submitted for this purpose in the Tender Application using Annex 3A 'Format of the Financial Offer for the ADM Lot' to the Descriptive Document; This hourly rate must also cover travel costs, with travel hours able to be considered working hours; b. Invoicing every two months in arrears using a periodic collective invoice; c. Required PV documentation: cost specification in the PR.	FM010

2.7 Project management

PM010	The Contractor must manage (plan, organise, monitor, control, report and correct) its project activities under this Agreement so that the project result is delivered in accordance with the contract award.	CB010
PM020	The Contractor must comply with the Client's prevailing methods, procedures, regulations and practices.	PM010
PM030	Unless agreed otherwise in writing, the Contractor must commence its project activities no later than one week after the Client awards the contract in writing.	PM010
PM040	The Contractor must incorporate any changes in the planning by performing the relevant work, in consultation with the Client, in adjusted planning.	PM010
PM050	Project management documentation must comply with the frameworks outlined in requirement DO010 to DO0100 of this TSP.	PM010



2.7.1 Acceptance of Project Result

PM200	The Contractor must submit the project result of each Measurement Site for Acceptance to the Client through the jointly established Acceptance Protocol as part of the final project report.	PM010
PM210	The Client accepts the delivered project result by signing the Acceptance Protocol.	PM200
P-PM220	By signing the Acceptance Protocol, the Client states that the delivered project result complies with the criteria for Acceptance set out in the PID and it discharges the Contractor from liability for the obligations it assumed during the award of the contract.	PM200
P-PM230	A signed Acceptance Protocol is a condition for administrative closure and settlement (invoicing) of the Implementation of each Measurement Site.	PM200
P-PM240	Conditional Acceptance by the Client is possible on the basis of defined residual points set out in writing in the Acceptance Protocol.	PM200

2.8 Risk Management

RM010	The Contractor must apply risk management so as to minimise the probability of adverse events happening or having consequences for both the Contractor and the Client with the aim of ensuring continuity of the Performance during the entire contract period.	CB010
RM020	The Contractor must implement risk management (risk identification, risk analysis, risk classification, risk control, risk mitigation, risk logging and risk governance) during the entire contract period and ensure it in its PMP. To this end, the Contractor must at least: 1. create a risk register and keep it updated; 2. identify and analyse risks associated with the performing the Contract; 3. quantify each identified and analysed risk; 4. link risks to activities and risk owners; 5. identify and implement control measures for each identified and analysed risk and demonstrate that the control measures have been implemented; 6. evaluate the control measures after implementation.	RM010
P-RM030	The Contractor and the Client share the contract and project risks by agreement based on who can best manage these risks. Certain risks may also be a joint responsibility.	RM010
RM040	At least once every six months, the Parties will jointly coordinate the risks, the risk register, the deviations register and the control and mitigating measures with each other in the PM, focusing on implementing control and mitigating measures in relation to each other's risks. The Client provides the chairperson for and may adjust the frequency of these meetings.	RM010 OL100
RM050	Risk management requires a proactive stance by the Contractor to identify potential events that could have a negative impact on providing services at an early stage. Based on this fundamental attitude, the Contractor must act properly to prevent adverse events or to mitigate them as quickly as possible. Urgent risks must be communicated to the Client immediately.	RM010



2.8.1 Risk register

RM10	The Contractor must create a risk register no later than two weeks after the start of the Agreement and keep it updated during the entire contract period.	RM010
RM110	The Contractor must ensure that the risk register at least contains: 1. the identification date; 2. a description of the risk (adverse event) specifying the affected service or part of a service; 3. a description of the probability of the risk occurring; 4. a description of the actual or potential reputational damage arising from this risk; 5. a description of the actual or potential causes; 6. a description of the actual or potential consequences; 7. an estimate of the probability and consequence classes of the risk; 8. a description of the control measure(s); 9. the name of the risk owner; 10. the name of the action holder for control and mitigation measure(s); 11. the date of completion of control and mitigation measure(s).	RM100

2.8.2 Deviations register

RM200	The Contractor must create a deviations register no later than two weeks after the start of the Agreement and keep it updated during the entire contract period.	RM010
RM210	The Contractor must ensure that the deviations register at least contains: 1. the identification date; 2. a description of the deviation specifying the affected service or part of a service; 3. a description of the actual or potential causes; 4. a description of the actual or potential consequences; 5. a description of the remedial action(s); 6. person(s) responsible for remedial action(s); 7. date of completion of the remedial action(s).	RM200

2.9 Documentation

DO010	Unless agreed otherwise in writing, the Contractor must prepare all documentation that is developed, prepared, edited or delivered for the Client in Dutch and English.	CB010
DO020	All documentation developed or edited by the Contractor must be kept updated during the entire contract period.	DO010
DO030	The Contractor must submit the document and version management method to the Client for Acceptance during the PSU.	DO010
DO040	All documentation must be readable without loss of information or formatting in PDF by default or with the versions of MS-Office (Word, PowerPoint, Excel etc.) currently in use at RWS. Used files must contain a unique and readable file name based on the Client's identification system. If a format other than MS-Office is used, it must be possible to open it	DO010



	without an additional tool and read it in the version of MS-Office in use at RWS without loss of information or formatting.	
DO050	The Contractor must prepare all new or amended documentation resulting from the services provided, after agreeing once on the structure and content of each type of document or report at the start of the contract period in consultation with the Client.	DO010
DO060	The Contractor must apply document classification as specified and instructed by the Client. The Contractor must give each new document the classification 'RWS COMPANY CONFIDENTIAL' by default and give each amended document the same classification as the original document by default.	DO010
DO070	The Contractor must digitally document all required information for the Contract so that the Client can search for this information online.	DO010
DO080	The Contractor must make a total set of information available to the Client at the Client's request.	DO010
DO090	The Contractor must save and archive all relevant drafts and/or documents that have been assessed or accepted without delay (digitally) and keep them available for the Client for at least two years after the Agreement has ended.	DO010
DO100	The Contractor must save and keep the validated and unvalidated data available for the Client during the entire contract period. Ownership of the validated and unvalidated data, including all intellectual property in and the related rights to that data, vests in the Client.	DO010

2.10 Reports

RP010	The Contractor must draw up reports to account for rendering the Performance and provide the Client with continuous insight into the current situation.	CB010
RP020	The Contractor must prepare a PR every two months and give the Client notice of this PR no later than the tenth business day after the end of the relevant two months. The PR is linked to two-monthly invoicing and must include at least the following topics for the past reporting period: 1. Current planning + completion of Implementation at Measurement Sites; 2. Updated current risk and deviations register; 3. Current status of the following plans and their implementation: a. Integral Safety Plan; b. Cyber Security Plan; c. Corporate Social Responsibility Plan; 4. Services performed at each Measurement Site; 5. All supplies of Flow Measurement Instruments to RWS's CIB; 6. All supplies of separate components to each Measurement Site; 7. Reference to all submitted documents: a. Installation Manual for each Measurement Site; b. Maintenance Manual for each type of Flow Measurement Instrument; c. Troubleshooting Guide for each Measurement Site; d. References to presented Final Handover Dossiers, calibration	RP010



	reports, service reports and delivery documents; 8. Cumulative annual financial statement vs agreed budget (YTD); 9. Cumulative annual review of the Performance rendered through KPI reporting.	
RP030	The Contractor must continuously coordinate the content of the PR with the Client during the PSU and annual Project Follow-Up ('PFU') and must record the coordinated content in the PMP.	RP010
RP040	Each report must be current, reliable and complete and continue to meet the Client's current information needs. The term 'current' for the Client means up to ten business days old.	RP010
RP050	The Contractor must adjust reports during the entire contract period to meet the Client's changing information needs without charging additional costs.	RP010

2.11 Security Management

SE010	Security management, or information security, is an integral part of RWS's information provision and is aimed at ensuring the availability, integrity, confidentiality and verifiability of the information provision. Information provision is hereby defined as the set of resources, data collections and organisational facilities that serve to provide information. The Government Information Security Baseline (GISB) is the basic framework of standards for information security across all layers of government (national, municipal, provincial and water boards). For a more detailed description, see Annex G. 'Bio-versie-104zv_def' and Annex H. 'Handreiking-bio2-0-opmaat-v2-2-def' to the Tender Specification.	CB010
SE020	The Contractor must demonstrably adhere to the Client's current security policy during the entire contract period. The Client's specific security requirements are included in Annex I. 'Information security TSR for IS procurement v1.71' and Annex J. 'Information Security TSP for IS Procurement v1.76' to the Tender Specification.	SE010
SE030	At the start of the services and within four weeks of the PSU, the Contractor must complete and submit the form in Annex K. 'Comply or Explain document' to the Tender Specification.	SE010
SE040	The Contractor must immediately report security vulnerabilities (including cyber security incidents) or impending security vulnerabilities to the Security Operations Centre (SOC) of RWS CIS.	SE010
SE050	As part of its Security management process, the Contractor must ensure that the technical security requirements for connectivity are documented in the service report each time maintenance is performed.	SE010

2.12 Innovation Management

IN010	The Contractor must assess all innovations in the Flow Measurement Instrument itself, and in the supply, implementation, management or maintenance of Flow Measurement Instruments, for applicability to the Client and report on this in writing to the Client by no later than 1 December of each year, through the PR.	CB010
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2.13 Corporate Social Responsibility

MV010	RWS wants to actively contribute to the sustainability of society. RWS has the strategic aim of being fully climate-neutral and circular in its operations by 2050 and of being energy-neutral and circular in its operations by 2030. As an extension of this, the Contractor must perform its activities in such a way that Corporate Social Responsibility ('CSR') is ensured in its Products and Services while maintaining market conformity.	PB010
MV020	Within three months of the start of the Agreement, the Contractor must demonstrably have a CSR plan, describing how it will ensure sustainability in producing and supplying Flow Measurement Instruments and in the services that will be provided to the Client and to LMW's M&S contractor.	MV010



3 IMPLEMENTATION

IM010	The Contractor must perform the work relating to the Implementation of the Flow Measurement Instruments at the Measurement Sites so that each Flow Measurement Instrument at a Measurement Site demonstrably and permanently meets all the requirements in the Tender Specification.	CB010
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3.1 Supplying and training

IM100	Based on RWS's orders placed in writing, the Contractor must supply new or replacement Flow Measurement Instruments within 12 calendar weeks of the order date.	IM010
IM110	The Contractor must demonstrate with each delivery (for example through a signed packing slip) that the Flow Measurement Instrument has been delivered to RWS at the correct delivery address in accordance with the order.	IM100
IM120	The Contractor must provide at least the following current documents once with each Flow Measurement Instrument: 1. Test report <u>for each supplied</u> Flow Measurement Instrument demonstrating that it has successfully passed the Factory Acceptance Test ('FAT'); 2. Technical specifications <u>for each type</u> of Flow Measurement Instrument; 3. Maintenance Manual <u>for each type</u> of Flow Measurement Instrument, with instructions for LMW's M&S contractor regarding preventive and corrective maintenance, how to act in case of function failure and/or function degradation after a Malfunction or Incident, and how to call for second- and third-line support. This documentation must be available digitally and be prepared in Dutch or English.	IM100
IM130	The Contractor must provide physical user training (on a call-off basis) on installation, maintenance, operational controls and primary troubleshooting at an NL location for RWS employees and LMW's M&S contractor. The training must be at the 'senior secondary vocational' (MBO) level of education. This training must cover at least the following topics: 1. Explanation of how things work; 2. Placement guidelines; 3. Instructions for preventive maintenance; 4. Instructions for troubleshooting; 5. Instructions for fault analysis. These required materials must be available in Dutch or English. The maximum group size for each training session is 10 people.	IM100
IM140	The Contractor must include all costs associated with supplying Flow Measurement Instruments or parts of them to the Client in the Price submitted for the relevant Flow Measurement Instrument or parts of it in the Tender Application using Annex 3A 'Format of the Financial Offer for the ADM Lot' to the Descriptive Document.	IM100



3.2 Placing, mounting and aligning

IM200	The Contractor must prepare a complete and unambiguous Installation Instruction for each Measurement Site for the purpose of LMW's M&S contractor placing, mounting and aligning Flow Measurement Instruments, and make it available within the agreed planning period.	IM010
IM210	The Contractor must ensure that the Installation Instruction for each Measurement Site at least contains the following information: 1. Advice on how to position the civil infrastructure for the Flow Measurement Instrument; 2. Key points to consider for placement; 3. Mounting method; 4. Key points to consider for mounting; 5. Alignment method, especially choosing the right angle with respect to the north and the river, canal or shoreline direction; 6. Key points to consider for alignment;	IM200

3.3 Calibrating

IM300	The Contractor must calibrate the Flow Measurement Instrument at each Measurement Site after LMW's M&S contractor has placed, mounted and aligned it in accordance with the relevant requirements in section 3.2.4 of the TSR.	IM010
IM310	The Contractor must calibrate the Flow Measurement Instrument at the Measurement Site so that the Measurement Site produces discharge and flow velocity data with the accuracy that meets the relevant requirements in the TSR.	IM300

3.4 Delivering

IM400	Within the agreed planning period, the Contractor must present the calibrated Flow Measurement Instrument at each Measurement Site for Acceptance by submitting a Calibration Report for each Measurement Site to the Client.	IM010
IM410	The Contractor must submit the accepted Calibration Report for each Measurement Site to LMW's M&S contractor in order for that contractor to conduct its Site Acceptance Test ('SAT') for the Measurement Site.	IM400
IM420	The Contractor must ensure that the Calibration Report for each Measurement Site verifiably demonstrates that the accuracy of the discharge and flow velocity data at the Measurement Site meets the relevant requirements in the Tender Specification.	IM400
IM430	After Calibration, the Contractor must warrant, under unchanged environmental conditions and within the specified water level range, that the calibrated Flow Measurement Instrument will be ready and able to produce discharge and flow velocity data in accordance with the relevant requirements in the Tender Specification for the entire term of the Agreement.	IM400



3.5 Warranty and after-sales service

IM500	The Contractor must provide a warranty and after-sales service for each Flow Measurement Instrument supplied in accordance with the requirements in the Tender Specification.	IM010
IM510	The Contractor must offer a one-year warranty period on each Flow Measurement Instrument supplied, commencing on the delivery date.	IM500
IM520	After the CIB returns a Flow Measurement Instrument for Factory Maintenance, the Contractor must perform maintenance on that Flow Measurement Instrument within four months of the date of dispatch in accordance with the Factory's specifications and return it to the CIB at no charge.	IM500
IM530	After the Manufacturer phases out Flow Measurement Instruments, the Contractor must continue to support each type of Flow Measurement Instrument for at least five years and keep spare parts available throughout this period so that repairs can be carried out.	IM500



4 MANAGEMENT AND MAINTENANCE

4.1 Service Management (including online)

OS010	The Contractor must provide service management (including online) for the services provided in accordance with the requirements in the Tender Specification.	UV010
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4.1.1 Service Desk

OS100	The Contractor must set up a Service Desk specifically for the Contract with Dutch or English-speaking staff, which the Client can use during office hours (8 am to 6pm) for the entire term of the Agreement to make enquiries by telephone or email regarding warranty claims, complaints and after-sales service relating to the Flow Measurement Instruments supplied by the Contractor.	OS010
OS110	It must be possible to contact the Contractor's Service Desk directly on one telephone number using the fixed telephone network or one mobile phone number, or through one email address specific to the Contract.	OS100
P-OS120	Only the authorised persons whose identity the Client has communicated to the Contractor may approach the Contractor's Service Desk.	OS100
OS130	The Contractor's Service Desk must have a Malfunctions and Incidents hotline for the benefit of LMW's M&S contractor and the Client. It must be possible to contact this hotline during office hours on one telephone number on the fixed telephone network, outside office hours on one mobile phone number, and 24/7 using one email address specific to the Contract. Answers must be given in Dutch or English by a suitably authorised person.	OS100

4.1.2 Service Level Management

OS200	The Contractor must organise the service for second- and third-line maintenance so that LMW's M&S contractor can maintain the defined service levels in Annex L. 'Service Level Agreements for Measurement Sites' to the Tender Specification for the entire term of the Agreement.	OS010
OS210	The Contractor must report once every two months on the actual service levels achieved in relation to the defined service levels in Annex L. 'Service Level Agreements for Measurement Sites' to the Tender Specification.	OS200
OS220	The Contractor must address and handle complaints about its services in accordance with the process specifically described for this purpose in its PMP.	OS200



4.2 Management and Maintenance

BO010	The Contractor must proactively help achieve the Service Level Agreements set for LMW's M&S contractor in Annex L. 'Service Level Agreements for Measurement Sites' to the Tender Specification. Under normal circumstances, the Contractor must start its second- and third-line support for handling Malfunctions and Incidents within 72 hours of the formal request by LMW's M&S contractor. In special circumstances, the Contractor must start providing second- and third-line support within 24 hours.	CB010
P-BO020	The Client distinguishes between three Management and Maintenance levels for the parties cooperating in the supply chain of discharge and flow velocity data: 1. First-line preventive and corrective maintenance by LMW's M&S contractor at the Measurement Site. This mostly involves on-site maintenance to which the Contractor does not have to contribute, provided that the Maintenance Manual is in order and provides appropriate instructions for each situation that may arise. In this case, LMW's M&S contractor remedies an Incident within the frameworks set by the Contractor based on the fault analysis instructions in the Maintenance Manual; 2. Second-line corrective maintenance by the Contractor in the form of support to LMW's M&S contractor, by phone, from their own location. In this case, an Incident cannot be remedied within the set frameworks, thus necessitating the Contractor's involvement. LMW's M&S contractor contacts the Contractor for support in this case but remains ultimately responsible for handling the Malfunction or Incident at the Measurement Site. 3. Third-line (preventive) maintenance by the Contractor in the form of inspection, calibration, recurrent repairs, two-yearly factory maintenance and repairs of Flow Measurement Instruments. If corrective maintenance is required simultaneously at several Measurement Sites, the Client will determine the order of Measurement Sites for which the Contractor is to provide second- or third-line support to LMW's M&S contractor.	BO010
BO030	The Contractor must prepare a current, reliable and complete Maintenance Manual for each type of Flow Measurement Instrument for the purpose of LMW's M&S contractor performing first-line Maintenance of the Flow Measurement Instruments at the Measurement Sites. The Contractor must provide this Maintenance Manual to LMW's M&S contractor at the SAT of the first Measurement Site where this type of Flow Measurement Instrument has been implemented.	BO010
BO040	The Contractor must include at least the following matters in its Maintenance Manual: 1. Key points to consider for preventive maintenance; 2. Type of preventive maintenance work; 3. Method of performing preventive maintenance work; 4. Key points to consider for corrective maintenance; 5. Type of corrective maintenance work; 6. Method of performing corrective maintenance work; 7. Necessary corrective maintenance work for certain types of Malfunctions and Incidents.	BO010



BO050	The Contractor must ensure the quality of the second and third-line Maintenance based on the PMP submitted to the Client for Acceptance after the PSU.	BO010
BO060	To prevent recurring Malfunctions and Incidents, the Contractor must record the cause(s) of Malfunctions and Incidents involving Flow Measurement Instruments in its MMS, analyse these Malfunctions and Incidents and include mitigating measures in the current version of the Maintenance Manual and the Installation Instruction for the benefit of LMW's M&S contractor.	BO010
BO070	On or before 1 December of every second year, the Contractor must make a written contribution to the Maintenance Plan of LMW's M&S contractor for the purpose of first-line Maintenance of the Flow Measurement Instruments at the Measurement Sites.	BO010
BO080	The Contractor must perform or arrange preventive maintenance of the implemented Flow Measurement Instruments, in cooperation with RWS's CIB, every two years. All additional transport costs of the Flow Measurement Instrument must be included in the Tender Sum specified in Annex 3A 'Format of the Financial Offer for the ADM Lot' to the Descriptive Document.	BO010

4.2.1 Maintenance Management System

BO100	The Contractor must set up a Maintenance Management System ('MMS'), in which current, reliable and complete information is kept for each Flow Measurement Instrument supplied to the Client under the Contract, in accordance with the arrangements laid down in Annex M. 'Explanation of MMS, CMS and Management Applications v1.7' to the Tender Specification.	BO010
BO110	The Contractor must save each Malfunction and Incident categorised in its MMS so that the current status of each Malfunction or Incident is available and accessible 24/7 to LMW's M&S contractor and the Client's authorised employees at any time during the contract period.	BO100
BO120	The Contractor must ensure that the information in its MMS is <u>never</u> unique: To this end, the Contractor must promptly share all information with LMW's M&S contractor so that it can promptly enter the unique information into the Client's CMS.	BO100
BO130	The Contractor must ensure that the unique and other information in the MMS is available and accessible 24/7 to LMW's M&S contractor and the Client's authorised employees at any time during the contract period.	BO100
BO140	The Contractor must ensure that a change of information recorded in the MMS is shared with LMW's M&S contractor within three business days for this change to be included in the Client's CMS and is processed in the Contractor's MMS within five business days.	BO100 BO110
BO150	The Contractor must ensure that the personal data registered in its MMS complies with the GDPR at any time.	BO100
BO160	During the PSU, the Contractor must make further arrangements with the Client and LMW's M&S contractor regarding any automated exchange of data between the Contractor's MMS and the Client's CMS.	BO100

4.2.2 Malfunctions and Incidents



BO200	The Contractor must organise its processes for Malfunctions and Incidents so that they can be accepted and dealt with consistently in cooperation with LMW's M&S contractor in such a way that the Service Level agreements laid down in Annex L. 'Service Level Agreements for Measurement Sites' to the Tender Specification can be accomplished for the entire term of the Agreement.	BO010
BO210	The Contractor must accept Malfunctions and Incidents from LMW's M&S contractor and handle them in accordance with the procedures agreed with LMW's M&S contractor during the PSU. The Contractor must deal with any Malfunctions it has identified itself in accordance with the same procedure.	BO200
BO220	During the PSU, the Contractor must jointly determine with LMW's M&S contractor what type of Incidents will be classified as PRIO-1 and PRIO-2 Incidents and submit this PRIO-1 and PRIO-2 classification to the Client for Acceptance.	BO200
BO230	The Contractor must deliver a <u>fully detailed</u> Incident Report for each PRIO-1/PRIO-2 Incident to LMW's M&S contractor and the Client within ten business days unless other arrangements have been made in writing with the Client for each PRIO-1/PRIO-2 Incident.	BO200
BO240	The Contractor has dealt with a Malfunction or Incident as soon as one of the following situations is reached: 1. The production of accurate discharge and flow velocity data by the Flow Measurement Instrument at the Measurement Site has been fully restored; 2. All vital service functions have been fully restored; 3. The service has been fully restored to its state before the Malfunction or Incident was reported; 4. A definitive restoration has been achieved.	BO200