

Concept Statement of Requirements

Competition procedure with negotiation
(application phase) for IWT Vessel
Handling Simulator for STC Group

ATTENTION: This concept of the Compliance Matrix is intended only for information of participants in this current tender. The intention is that anyone will be able to inform themselves in broad terms as to what will be asked of the candidates who will be invited to participate in the second phase (the award phase) of this tender in accordance with the assessment procedure described in the selection guideline. STC Group explicitly reserves the right to further adjust the contents of the Compliance Matrix. The new draft version will be made available only to the selected candidates at the start of the award phase in accordance with the Selection Guideline. The final version will be sent to the selected candidates after delivery of the first draft and after the negotiations.

1 General

A1	Tenderer agrees that they give explicit acceptance of the entirety of this statement of requirements and other appendices (including the agreements and conditions) and that the tenderer automatically and explicitly states that it will comply with the conditions and requirements listed for the contract in the descriptive document and accompanying appendix (or appendices).
A2	Tenderer warrants that it can provide the services/products as described in the tender documents during the term of the (framework) agreement in the type and quality as requested in this tender.
A3	Tenderer guarantees that no child labor has been performed in the production of any of the services provided or in the materials and resources/products supplied for these services.

2 Administration

B1	Tenderer will receive a purchase order number for every contract. For each purchase order, Tenderer shall send a separate invoice stating the purchase order number.
B2	All invoices for the services provided must contain the following information at a minimum: • Invoice date; • reference to the name and date of the (framework) agreement; • Customer purchase order number; • The following text (in Dutch) must appear for reference on quotations and invoices for delivery: <t.b.d.> • the delivery address of the service(s)/products; • the amount due excluding VAT; • the amount due including VAT; • the VAT amount.
B3	Tenderer shall digitally send the invoices to facturen@stc-r.nl
B4	For additional invoices and credit notes, the same rules apply as for invoices. Credit notes must also include the date, number and final amount of the invoice to which the credit note refers.
B5	The invoice shall be billed at maximum 40% in advance and minimum 30% after the successful completion of all individual site acceptance tests (SATs); the remaining part may be invoiced directly before or after shipment of equipment prior to installation.
B6	If the invoice is not in accordance with the provisions of requirements B1 to B5, Customer will not accept this invoice and will return it to Tenderer; should this occur, Tenderer will send a new invoice with an adjusted date to the Customer.

3 Delivery and personnel

C1	The work necessary for the IWT vessel handling simulator will take place at the date(s) and time(s) previously agreed to with Customer.
C2	Tenderer guarantees that their employees, or third parties engaged by them, will exercise confidentiality and secrecy in the performance of the work regarding all that is made known to them in the performance of the work.
C3	Tenderer will instruct any personnel they employ in this matter about health, safety and the environment.
C4	During the performance of the work, Tenderer's personnel must wear clothing that is clearly identifiable and uniformly representative of the contracting company.
C5	Personnel must adhere to any house rules applicable in the relevant building.
C6	Personnel must identify themselves to obtain access to Customers' premises.
C7	The costs of using paid parking facilities, including exemptions, are not to accrue to Customer. All other accommodation costs are also at Tenderer's expense.

4 Communication and SLA

D1	Tenderer will provide a permanent contact person for Customer throughout the duration of the agreement. In addition, Tenderer will provide permanent substitutes in the event of absence. Tenderer's contact person is to be reachable by phone between 8:30 a.m. and 5:00 p.m. on working days, and will respond to email within one (1) working day.
D2	The contact persons and personnel supplied by Tenderer and deployed on the Customers' project must have a mastery of either Dutch or English in both oral and written form.
D3	Tenderer will evaluate their services with Customer upon request. For this purpose, Tenderer will manage the scheduling and processing of the discussion in a report to be submitted to Customer within five (5) working days. In addition, Tenderer will ensure that the relevant management reports are digitally available prior to the evaluation.
D4	This management information is to consist of the following components at a minimum: • overview of the tasks performed; • overview of complaints and the manner of their handling.

5 Commercial

E1	Included in the budget are at least all items listed as “must” in Appendix 4 Compliance Matrix.
E2	Prices and rates offered by Tenderer must be set exclusive of VAT and inclusive of other taxes and/or levies. Prices must be set in euros. Rates quoted by Tenderer must be all-inclusive rates including all additional costs such as shipping and packing costs, overhead costs, administration costs, travel costs and accommodation costs.
E3	Other costs outside of rates specified will not be accepted during the duration of the contract. Costs involved in insuring against liability must also be discounted in the all-inclusive rates.
E4	Rates quoted are fixed for at least the first two (2) years after the commencement date (fixed contract period). Subsequently, the quoted rates may be adjusted once each year, on 1 January, and for the first time on 1 January 2024, on the basis of the CBS price index for business services. If Tenderer wishes to adjust the prices to this indexing, it shall submit a written proposal with a substantiation to Customer no later than four (4) weeks before the price increase is implemented. When Customer establishes that the proposal corresponds to the aforementioned indexing, it shall give written approval for the rate adjustment so that it will apply to the next contract period.
E5	The price sheet may not be modified and must be fully completed and signed.

6. Simulator setup

The simulator setup must include delivery and installation of all required hardware and software to ensure fully functional systems that comply with the minimal requirements as listed in the following tables for:

- General functionality;
- Functionality for Instructor workstation;
- Functionality for Student workstations.

6.1 General functionality

F1	Delivered simulator setup will be suitable for educational purposes.
F2	All equipment supplied will be suitable for the Dutch market, suitable for use within an educational environment, and must comply with all Dutch regulations, legal requirements, and standards.
F3	Tenderer will provide Customer with all manuals required for proper operation and first-line maintenance to Customer.
F4	The delivered simulator setup must comply to and cover all individual technical and functional requirements applicable to a vessel-handling simulator as stated in the European Standard for Qualifications in Inland Navigation (ES-QIN) - Resolution CESNI 2018-II-14.

6.2 Instructor/Debriefing workstation

G1	Functionality to create (exercise) setups - configurable by instructors - allowing: • All student workstations acting in the same exercise can be at the same location in the area without seeing each other ('separate' ownships); • All student workstations acting in the same exercise can interact with each other in the area.
G2	The possibility to monitor and control the progress of the student.
G3	The possibility to debrief an exercise after it has been run.
G4	The possibility to save exercises conducted by students for examination purposes.
G5	The possibility to connect to and project the debriefing screen on a separate smartboard or projector, provided by Customer.

6.3 Student workstations

H1	The workstation is equipped with sound devices to play all relevant environmental sounds and alarms.
H2	All available controls and indicators are either physically present or are emulated on a screen.
H3	All physical and emulated controls and indicators show realistic behaviour.

7. Installation

I1	Tenderer is responsible for the proper technical and functional installation of the simulators so that they operate in accordance with the required functionalities.
I2	Tenderer's personnel will provide clean and separated packaging material to the Customer after installation. Customer will later dispose of this.
I3	Tenderer's personnel shall not make any changes to the technical installations, furniture, or rooms without consultation with and approval by Customer.
I4	Customer is responsible for the installation of the required power and data connections. For this, Tenderer must supply to Customer the relevant required information well in advance and after sufficient consultation.
I5	Customer is responsible for the presence of any necessary furniture.

8. Acceptance and handover of classrooms

J1	A Site Acceptance Test (SAT) will be conducted after complete installation of the simulator. The SAT will be conducted in the presence of authorized representatives from both Tenderer and Customer.
J2	A SAT shall include at least: verification of the delivery of all hardware and software components and documentation; tests of correct system operations at the individual level through the use of clear procedures; and documentation of the status of all test and checks and a possible list of discrepancies.
J3	Tenderer is responsible for preparing SAT procedures and documentation and will present this for approval to Customer. Only after approval of the procedure and documentation by Customer can it be used to conduct the SAT.
J4	A SAT is successfully completed only if all tests have only positive results or if any remaining discrepancies are minor - i.e. they do not influence correct and normal day-to-day operations. Tenderer will make sure any remaining discrepancies are resolved in accordance with the contract and in close collaboration with Customer.
J5	After successful completion of the SAT, the simulator is handed over to Customer.

9. Training course

K1	Tenderer will provide a single hands-on training course to Customers employees to ensure the trainees are able of properly operating the delivered simulator and its instructor functionality.
K2	The training course will be conducted at the location in Rotterdam with a maximum of six (6) trainees and shall be in either Dutch or English.
K3	The training course will have a duration of at least five (5) days.
K4	The training course will be provided only by qualified and certified instructors.
K5	Tenderer will provide all required course material, such as course manuals, handouts, presentations and other supporting documents. These will also be made available in digital format at the end of the course and shall be in either Dutch or English.
K6	After successful completion of the training course, trainees will be issued with a certificate stating they are capable of operating the simulator properly.

10. Warranty

L1	The delivered simulators all have a lifetime warranty on software of at least five (5) years.
L2	The delivered simulators all have a lifetime warranty on non-simulator-specific hardware of at least one (1) year.
L3	Tenderer warrants that parts or equivalent replacement parts (simulator-specific hardware) for the simulators will be available for at least ten (10) years after the delivery date.
L4	If a simulator component is replaced under warranty, the replacement must have the same or better specifications .
L5	Tenderer will ensure warranty registration and support from the manufacturer, and will deal with warranty issues on behalf of Customer (make use of the warranty, deliver replacement equipment/parts).
L6	In the event of repair (under warranty), only original parts supplied by the manufacturer with at least the same quality and service life are to be used. After repair , the agreed warranty period for the entire product will remain unchanged.
L7	The costs of warranty processing, advice, and spare parts specifically for simulator hardware (both in and out of warranty periods) are included in the all-inclusive maintenance rate (assuming all damage occurs in course of normal use).

11. Maintenance contract

M1	Tenderer will replace malfunctioning parts or deliver spare parts for any simulator-specific hardware that is not covered by Customer responsibility. Simulator-specific hardware includes hardware that is specifically manufactured for/by the Tenderer and its specific simulator system.
M2	Tenderer will provide simulator software update releases on at least a yearly basis. After an update, the functionality of the simulator shall be the same or better when compared to the functionality before the update.
M3	The time and place of execution of maintenance or updates will always be conferred with and agreed upon by Customer before it takes place. Normal operations may not be influenced or hindered by these activities.
M4	Tenderer will work in cooperation with and assist the ICT department of Customer in implementing a remote connection the simulator if such a remote connection is required.
M5	First-line maintenance of the simulator will be performed by Customer. Tenderer will be contacted if Customers employees cannot resolve the initial issue. This first-line maintenance will consist only of standard fault-finding in computer hardware or faulty (cable) connections. All other issues will be communicated with and be the responsibility of Tenderer. Customer is responsible for its employees to have sufficient training and experience to perform first-line maintenance of the simulator.
M6	Tenderer must have a Dutch or English-language support desk that is available on weekdays from 8:00 a.m. to 5:00 p.m. (Netherlands time) for authorized employees of the contracting authority. The support desk must be reachable by telephone and e-mail.
M7	If authorized employees of the contracting authority contact the support desk, the correct person will either be on the line within ten (10) minutes or will return the call when the question is answerable, i.e., by an employee with substantive knowledge of the matter who can assist the contracting authority.
M8	The support desk is to take incidents (events that are not part of the standard operation of a service and that cause or can cause an interruption or reduction of the quality of the service) and request information about them, register them, initiate action to deal with the incidents, make inquiries into the incidents, and monitor the processing time of their handling.
M9	Customer will determine the classification of an incident. Tenderer may assume that incident reports are classified in accordance with the agreements made on this matter and as included in table 2. Tenderer may always advise the person making the report concerning the proper classification thereof.
M10	Tenderer shall respond to incident reports with the response and repair times as stated in table 1. Priority 1 (critical) and priority 2 (medium) incidents are to be regarded as

	clock hours (irrespective of whether or not they occur during office hours); priority 3 incidents (low classification) are to be considered office hours. Repair time applies to software-related problems. In the event of problems with hardware, an appropriate response time will be agreed to in accordance with Tenderer.
M11	Prior to shipment, Tenderer will coordinate the shipment of replacement or spare parts for simulator-specific hardware with Customer to ensure that the shipment arrives at the correct location. Furthermore, each shipment shall contain a shipping note and clear replacement instructions.

Table 1

Priority	Classification	Impact	Response time	Repair time
1	Critical (high)	The incident disrupts the principal business processes of Customer, or has the potential to disrupt the primary business process.	95% < 1 hour	80% < 4 hour 95% < 6 hour
2	Medium	The incident disrupts part of the functionality.	95% < 4 hour	80% < 8 hour 95% < 12 hour
3	Low	The incident does not interfere with the functional application of the simulator.	To be agreed	To be agreed