

Vraagspecificatie Proces (VSP) Levering Nautische Radars

Description of

Supply of Nautical Radars

Case number: 31211138



Colophon

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1 Introductory information

1.1 The Tender Specification Procedure

This contract document Tender Specification Procedure (*Vraagspecificatie Proces*) [VSP] is part of the tender documents of the European tender 'National Tender Radars', with case number 31211138. It is a contract on the basis of the General Government Terms and Conditions for IT Contracts 2022, also referred to as: ARBIT-2022. The total set of tender documents forming part of this European tender is set out in **[BD]** the Descriptive Document [*Beschrijvend document*; BD].

The scope of the present VSP entails the supply and commissioning of radars. This VSP applies to both lots of case number 31211138.

This document sets requirements for the procedures applicable to the work to be performed according to the Contract, based on a management system to be set up. It is the responsibility of the Contractor to determine what work needs to be done that is required to fulfil the Assignment. However, the Contracting Authority considers certain work to be of such importance for the realisation of the Assignment or for its own activities that the Contracting Authority has set requirements for that work. These requirements are incorporated in the present contract document "Tender Specification Procedure" as part of the Tender Specification.

The requirements are categorised by a number of processes, set out in the various chapters. For each process (or underlying processes) an essential requirement is formulated. This requirement reflects the purpose of the specific procedure, in the light of which the underlying requirements and Work of the Contractor should be read and interpreted. In addition to the essential requirement, underlying requirements are formulated per procedure. In doing so, the Contracting Authority does not intend to give substance to the entire procedure. The Contractor cannot suffice by merely giving substance to the underlying requirements that are set.

1.2 Quality Management

The Contractor must carry out the Work on the basis of quality management. Quality management is not a separate process. It is a method that is applied to all processes. Quality management ensures that the processes are and remain suitable, appropriate and effective and lead to the desired result and a satisfied customer. Consequently, the quality management requirements are described as part of the project management requirements. The principle of quality management is reflected among other things in the Plan-Do-Check-Act cycle. This is implemented for every process, whether at project management level, project control level or project execution level. Describing the processes is the first step of the Plan-Do-Check-Act cycle. The basic principle here is that the Contractor describes the Work as processes and records them in Documents (plans), whereby the Contractor demonstrates with these process descriptions that the requirements set are met and that they also have the capacity to achieve the intended result. The project management plan is a Document that is, however, specifically required by the Contracting Authority. The project management plan describes, among other things, the manner in which quality management is applied and how this is connected to the Contractor's certified quality management system. The project management plan forms the basis for all the Contractor's process descriptions. It can be supplemented by underlying plans. For describing processes, the Contractor may use its standard process descriptions in accordance with its certified quality management systems.



1.3 For notification, for Assessment or for Acceptance

Quality management on the basis of ISO-9001 entails that the plans of the Other Party are kept up-to-date and are complied with by them. The Other Party must offer the Contracting Authority documentation. There are three levels of assessment by the Contracting Authority: 1. "Acceptance" (according to Article 6 ARBIT-2022), 2. "Review" and 3. "notification". If it is not specifically indicated that a product is intended for "Acceptance" or "Review", then "notification" is sufficient.

- The Review procedure is described in chapter 2.4.4
- The Review procedure is described in chapter 2.4.5

The Contracting Authority will indicate to the Other Party which items of an Assignment must be submitted for Review. Review refers to a written communication addressed to the Contractor in which the Contracting Authority declares to object (or not) to the item(s) submitted by the Contractor for review. With a declaration of no objection, the Contracting Authority expresses confidence, based on the knowledge and experience available to it, that the offered component could meet the requirements. The Contracting Authority will indicate to the Contractor which items of an Assignment must be submitted for Review. Review only applies to drafts of documents. Unless agreed otherwise, there will be a maximum of 1 review per item.

1.4 Contract Management Philosophy

Given that the Contractor applies quality management, the Contractor Authority can and wishes to make use of it in controlling the contract (the Agreement). The Contracting Authority has its own responsibility in the realisation of the Deliverable. The Contracting Authority focuses on reviewing the performance of the Contractor's quality management system. In principle, this should give confidence that the Deliverable and the Work will meet the specified requirements.

The contract control of this contract aims to determine the delivery of the Deliverable by the Contractor and to manage the correct and timely delivery of the Deliverable during the term of the contract. The contract management is risk-based. The instruments that are used are interaction and own observation.

1.5 Reader's guide

A certain hierarchical structure has been chosen in the chapter layout, whereby project management requirements and quality management are set out in chapter 2. Immediately following, Chapter 3 formulates the requirements regarding project management processes. In the following chapters 4, 5 and 6, the environment management, technical management and procurement management processes are discussed.

In so far as possible, the requirements in this VSP are formulated according to a fixed pattern with essential requirements (010) and underlying requirements (X00). For uniformity, requirements are given an ID number consisting of two initial letters indicating the process to which the requirement relates and a sequence number. For each requirement, a relationship with one or more higher-order requirements is also indicated.



ID Number	Requirement description	Higher-order requirement
XX100	The Contractor must ...	XX010

In addition to the requirements, there are provisions that do not entail a direct obligation for the Contractor other than that the Contractor should take into account what is stipulated. It is a further specification or expresses a description of the core of the specific requirement and is subordinate to that core. The identification number of a provision is always preceded by the "B-" of the Dutch word for Provision ("*Bepaling*").

ID Number	Description of provision	Higher-order requirement
B-YY100	The Contracting Authority ...	XX010

Paragraphs that are preceded by "Explanation: [...]" provide a further explanation of the requirement or requirements above them. These paragraphs explain how requirements must be interpreted and are therefore an integral part of the requirement.

In this VSP, reference is made to several appendices. These documents form an integral part of the set of contract documents.

1.6 Reference to standards

If the Contract refers to standards etc. or manufactures etc. within the meaning of the Public Procurement Act, this reference is expected to be accompanied by the words "or any equivalent".



2 Project management (PM)

PM010	The Contractor must control the Work in terms of the project management aspects (including at least scope, time, money, risks, information, organisation, quality, safety and environment) in such a way that the Assignment is demonstrably and traceably carried out in accordance with the requirements arising from the Agreement, and the cooperation is financially healthy and productive, and the risks are controlled.	-
PM020	<p>The Contractor must establish and set up an organisation to enable that:</p> <ol style="list-style-type: none">1. the necessary knowledge can be provided and stored;2. the communication, both verbally and in writing, with contact persons of the Contracting Authority can take place in Dutch, unless agreed otherwise with the Contracting Authority;3. it can be demonstrated at all times that the products and services provided satisfy the requirements set;4. there is sufficient capacity available to carry out all work in accordance with the agreed schedule, which includes spare capacity to compensate for illness, holidays, replacement or change of employees;5. changes in stakeholders' (Contracting Authority, COE, CRTE, etc.) schedules can be responded to in a flexible manner;6. having additional capacity available to carry out optional work such as providing training to COE and Contractor management/maintenance, preliminary studies, preparing changes, etc;7. all necessary management tasks can be performed;8. the necessary administrative work can be performed.	PM010
PM030	<p>Minimum knowledge and certificates:</p> <p>Employees of the Contractor who are deployed must in any event have good knowledge of:</p> <ol style="list-style-type: none">1. radar technology;2. the equipment, software, IT infrastructure, etc., to be delivered;3. the Contractor's quality system and security management system and, for employees performing work at the Contracting Authority's location, the physical and logical access procedures applicable there;4. the applicable Safety Plan. <p>Employees who will be assigned to the location must in any event possess:</p> <ol style="list-style-type: none">5. proof that they have successfully completed the required training courses;6. having the required protective clothing;7. having the required rescue equipment;8. having knowledge of the regulations, practices, procedures etc. applicable on site;	PM010



	9. Have knowledge of the applicable safety plan, safety practices and safety procedures.	
PM040	<p>If the Contracting Authority or third party is responsible for providing physical or logical access to information processing facilities, the Contractor must follow the access procedures used by the Contracting Authority or third party.</p> <p>For example, a third party may be the test location where a radar system is installed or the final location where the radar system will ultimately be delivered.</p>	PM010

2.1 Preparing a project management plan (PM)

PM100	The Contractor must provide the Contracting Authority with the description of its project management system in a project management plan (PMP), through which the Contractor ensures that the work on the Deliverable is managed, within 4 weeks after the contract was awarded for review by the Contracting Authority.	PM010
PM120	<p>The Contractor must provide a specific description of at least the following subjects in its project management plan:</p> <ol style="list-style-type: none"> 1. the project objectives; 2. the project management control; 3. the cooperation arrangements; 4. the structure of the project management systems to be applied with the relationships between the processes; 5. the processes, using the process descriptions in accordance with the certified quality management systems, in which respect at least the process requirements included in the Contract must be given substance and with which the Contractor demonstrates that the intended result can be achieved with these processes; 6. the way in which the Contractor implements quality management in the project management system and the underlying processes; 7. the way in which the Contractor ensures security management; 8. the project organisation including at least the management positions and key positions, along with their tasks, responsibilities and powers and how these are linked to the organisation of the Contracting Authority; 9. the way in which information is provided to the Contracting Authority and other parties involved, including discussion meetings to such extent that the Contractor engages in dialogue and acts with foresight in order to be flexible and viable for the future; <p>The appendices to the PMP must include:</p> <ol style="list-style-type: none"> a. An overview of work and services to be performed (per SIT, FAT, SAT, commissioning, etc. with regard to various radar systems) 	PM100



	b. Test approach (mutual relationship of tests and tasks and responsibility) and support by the Contracting Authority in the performance of the SIT, Validation and SAT with regard to people and resources	
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2.2 Quality Management (KM)

KM010	The Contractor must safeguard customer satisfaction by meeting the obligations provided in the Contract and by striving to fulfil the expectations agreed with the Contracting Authority.	PM010
KM020	The project management system, including its underlying processes, must be based on the Contractor's quality management system, or in any case be a combination of potentially multiple quality management systems certified by a certification body accredited for that purpose on the basis of the current version of standard NEN-EN-ISO 9001.	KM010
KM030	The Contractor must assess the project management system at scheduled intervals in order to ensure that it is suitable, appropriate and effective at all times.	KM020
KM040	The Contractor must measure, analyse and improve to the extent that the project management system can function effectively.	KM030
KM050	The Contractor must monitor and measure the cyber security measures at least once every year.	KM040

2.3 Application of integral safety management

IV010	The Contractor must perform the Work regarding integral safety management in such a way that the Work and the results of the Work respectively are performed or achieved in a safe and healthy way and the Deliverable can be used, maintained and, in due time, replaced in a safe and healthy manner.	PM010
B-IV020	The COE is responsible for the drafting of a Safety Plan and also has a coordination obligation. The Contractor takes note of the Safety Plan.	IV010 PM120
IV030	The Contractor must immediately inform the Contracting Authority, i.e. safety coordinator RWS, of any serious accidents and security incidents (both physical and digital).	IV010 IN010
IV040	If the Contractor performs the Work on an object of RWS, it must comply with the "RWS Safety House Rules".	IV010

2.4 Interaction between the Contracting Authority and the Contractor (IN)



IN010	The Contractor must contribute to an effective exchange of information with the Contracting Authority, such that both parties are informed in a correct and timely manner and cooperation is promoted.	PM010
IN020	The Contractor's authorised contract representative(s) must have sufficient authority to participate in all discussions to be held during progress consultation and all decisions to be taken within the framework of the Agreement. This is to facilitate quick decision making within the set frameworks of the Agreement(s).	IN010
IN030	the communication, both verbally and in writing, with contact persons of the Contracting Authority can take place in Dutch, unless agreed otherwise with the Contracting Authority;	PM20
IN040	During the term of a Supplementary Agreement, the Contractor must prepare and notify a progress report to the Contracting Authority on a bi-monthly basis.	IN100

2.4.1 Preparing progress reports

IN100	<p>The Contractor must further agree on the following table of contents of the progress reports with the Contracting Authority.</p> <ul style="list-style-type: none">a. progress on the project objectives;b. decisions to be taken by the Contracting Authority, and actions of the Contracting Authority;c. the state of affairs regarding integrated security: all relevant developments relating to integrated security risks and the control of such risks, which includes security incidents including cyber security, with their basic risk factor from the previous term;d. security incidents in accordance with Appendix CSR 21 "Uniform submission of incident reports" of the Appendix "Cybersecurity Implementation Guideline Objects" to this Tender Specification Process.e. Planning: an up-to-date worked-out planning with a straight progress line, reflecting the progress of the Work compared to the previous planning;f. the critical path, changes to the critical path and the impact this has on the schedule;g. prominent risks including control measures and the status of implementation;h. an overview and status Documents in the acceptance procedure;	IN040
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2.4.2 Consultations with the Contracting Authority



IN200	The Contractor must organise one or more meetings during the term of the Supplementary Agreement or Agreements, in which respect subjects including progress reporting will be discussed.	IN010
IN210	The Contracting Authority and the Contractor must organise a Project-Start-Up (PSU) and potentially Project-Follow-Ups (PFUs) for every framework agreement.	IN010
IN220	<p>The Contractor will participate in the PSU consultations with personnel involved in the project who fill key roles such as, among other things:</p> <ol style="list-style-type: none"> 1. Responsible management; 2. Project manager; 3. Contract manager; 4. Technical Adviser. <p>Participants from the Contracting Authority include, among others:</p> <ol style="list-style-type: none"> 5. Shipping Management Department of RWS/CIV Department; 6. Procurement manager of the Contracting Authority; 7. Contract manager; 8. Technical content advisers and testers; <p>In the consultations, the Contractor will give presentations by topic:</p> <ul style="list-style-type: none"> • Overview of radar systems offered; • Overview of project management plan • Delivery times of the various radar systems; • Testing and acceptance process; • Overview of risks. <p>The Contractor prepares a report of the consultations.</p>	IN210
IN230	<p>During the term of the Supplementary Agreement, the Contractor will conduct progress consultations with the Contracting Authority, the frequency of which will be determined in mutual consultation. The reports will be prepared by the Contractor, whereby:</p> <ol style="list-style-type: none"> 1. the Contractor must at least be represented by the contract manager, technical advisor and minutes-taker; 2. The Contractor, in consultation with the Contracting Authority, will prepare the agenda, which will include at least the progress report to be discussed and its appendices; 3. The agenda with the progress report and appendices for the past 2 months are submitted at least 5 business days before the agreed date; 4. The draft minutes are submitted to the Contracting Authority for approval within 5 business days of the consultation; 5. The approved minutes are sent to the parties involved, including any appendices. 6. The progress consultations will take place at the Contracting Authority's premises in Delft, unless otherwise agreed upon. <p>See Article 3 ARBIT.</p>	IN200



IN240	<p>The Contractor, with the cooperation of the Contracting Authority, must organise a review of the draft project management plan and draft technical documentation within 4 weeks of delivery of the documentation, which documents include:</p> <ul style="list-style-type: none"> • Commentary and questions by the Contracting Authority with regard to the documentation; • Deployment of personnel by the Contractor; • Schedule; • Risks; <p>Changes to be made to the draft documentation.</p>	IN200
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2.4.3 Escalation Procedure

IN300	<p>Within this Framework Agreement, 2 (two) escalation lines apply, i.e.:</p> <ul style="list-style-type: none"> • Within the Supplementary Agreement (operational and tactical) • Within the Framework Agreement (tactical and guiding). 	PM010
IN310	<ol style="list-style-type: none"> 1. If, in the opinion of the Contracting Authority and/or the Contractor, the requirements set and/or agreements are not complied with at the operational level with regard to the Performance/Service to be provided, at any point in time, and this results in a dispute, both the Contracting Authority and/or the Contractor may submit/escalate this dispute to the tactical level, following notification. 2. If the dispute referred to in the previous paragraph cannot also be resolved in a timely manner or at all at the tactical level, both the Contracting Authority and the Contractor may submit/escalate this dispute to the strategic level, following notification. 3. The Parties should use the following contract and escalation lines, in which respect the Contracting Authority's board may be represented by the responsible department head. <div style="display: flex; align-items: center; margin-top: 20px;"> <div style="margin-right: 10px;"> <p>Strategisch</p> <p>Tactisch</p> <p>Operationeel</p> </div> </div>	KM010



IN320	<p>The Framework Contractor must escalation levels that are identical to those of the Contracting Authority and must apply the proper mandate to these levels. In addition, an escalation level must be provided on top of the guidance level (Framework Agreement) in the event that problems cannot be solved within the scope of the Framework Agreement.</p> <p>Explanation : The option of escalation does not affect the right to claim liability (as referred to in Article 26 ARBIT 2022) or to dissolve and terminate (as referred to in Article 30 ARBIT 2022).</p>	
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2.4.4 Review Procedure

IN400	<p>The Contracting Authority will indicate to the Contractor which Contract documents (and any additional work) should be offered for Review, see Appendix A. Review refers to a written communication addressed to the Contractor in which the Contracting Authority declares to object (or not) to the item(s) submitted by the Contractor for review. With a declaration of no objection, the Contracting Authority expresses confidence, based on the knowledge and experience available to it, that the offered component could meet the requirements. The Contracting Authority emphasises that the Review of a submitted item does not constitute Acceptance. The Contractor will therefore remain responsible in this regard for the supply of the Deliverable in due time and in accordance with set requirements.</p>	PM010
IN410	<p>The Contractor must submit the items listed by the Contracting Authority to the Contracting Authority for Review in the manner prescribed, including all underlying documents and data. A review will be performed only if: 1. the item to be Reviewed is complete and consistent with other related deliveries; 2. the content of the item to be Reviewed is correct and any potential changes and amendments have been included; 3. the item to be Reviewed is consistent with the agreed templates (including the correct version numbering etc.) or the agreed standards.</p>	IN400
IN420	<p>The Contracting Authority, unless agreed otherwise, will apply the following deadlines for Review: 1. as individual delivery: 15 business days; 2. as part of a set of deliveries: 20 business days.</p>	IN400
IN430	<p>If the Contracting Authority issues a statement of objection, the Contracting Authority must indicate which requirements have not been met. The Contractor must in that case submit the item for Review once again within 5 business days, having removed at its own expense the reasons underlying the statement of objection. The Contractor is not permitted from performing work based on items with a statement of objection attached. The does not relieve the Contractor of its obligation to supply the</p>	IN400



	Deliverable, the basis of which is the relevant work, within the agreed time period and in accordance with the requirements set.	
IN440	If the Contracting Authority is unable to inform the Contractor within the aforementioned Review period whether or not it objects, it must inform the Contractor of such before the end of that period, stating the new extended deadline before which it will notify the Contractor whether or not it will object. If the aforementioned (additional) period for Review has lapsed and the Contracting Authority has failed to submit a written statement of objection or no objection, the parties must immediately discuss the consequences thereof.	IN400

2.4.5 Acceptance procedure

IN450	The Contracting Authority will indicate to the Contractor which Contract items (and any additional work) should be offered for Acceptance, see Appendix A. Here acceptance is understood to mean the term Acceptance as stated in the glossary of the General Terms and Conditions, i.e.: the approval by the Contracting Authority of the Deliverable or parts thereof .	PM010
IN460	The Contractor must submit the Deliverable - or parts of the Deliverable - referred to by the Contracting Authority to the Contracting Authority for Acceptance, including all underlying documents and data. Acceptance can take place if it has been demonstrated that: 1. the Delivery or set of Deliveries meets the stated requirements, is complete - in which respect verification and/or review reports is part of the Delivery or set of Deliveries - and consistent; 2. the verification method and/or review process took place in accordance with the quality system of the Contractor.	IN450
IN470	The Contracting Authority will apply the following deadlines for Acceptance: 1. as individual delivery: 15 business days; 2. as part of a set of deliveries: 20 business days.	IN450
IN480	If the Contracting Authority does not Accept the Deliverable or part of the Deliverable, the Contracting Authority will state in this respect which requirements have not been met. The Contracting Authority will then consider the Deliverable as not having been supplied in due time if the deadline recorded in the Agreement is not met. If the Contracting Authority has made it apparent in writing that it will not Accept the Deliverable or part of the Deliverable, the Contractor must, unless agreed otherwise, submit the Deliverable or part of the Deliverable to the Contracting Authority once again for Acceptance within 10 business days and remove at its own expense the reasons underlying the decision to withhold Acceptance. If the Contracting Authority finds that the Deliverable or part of the Deliverable that is resubmitted for Acceptance does not meet the requirements of the Contracting Authority and it will therefore not grant the Acceptance, the Contracting Authority is entitled to	IN450



	assign a third party supply the Deliverable or part of the Deliverable at the expense of the Contractor. This is subject to reservation of all rights.	
IN490	If the Contracting Authority is unable to notify the Contractor in writing within the aforementioned Acceptance period whether or not it will award Acceptance of the Deliverable or part of the Deliverable, the Contracting Authority will inform the Contractor before the expiry of the set period in writing, stating the new extended deadline before which it will notify the Contractor whether or not it will award Acceptance of the Deliverable or part of the Deliverable. If the aforementioned additional or original period has lapsed and the Contracting Authority has not made it known in writing whether or not it will award Acceptance of the Deliverable or part of the Deliverable, the parties will immediately discuss the consequences thereof..	IN450



3 Project control (PB)

PB010	The Contractor must control the work in terms of the project management aspects (including at least scope, time, money, risks, information, organisation, quality, safety and environment) in such a way that the Assignment is demonstrably and traceably carried out in accordance with the requirements arising from the Agreement, and the cooperation is financially healthy and productive, and the risks are controlled.	PM010
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3.1 Scheduling management

PL010	The Contractor must plan the work as such that the work and coordination in this regard with the Contracting Authority and the activities planned by it are controlled in time and that the Product/Service is achieved no later than on the set delivery date.	PB010
PL100	<p>The Contractor must make a schedule that includes at least the following items:</p> <ol style="list-style-type: none">1. Relevant coordination with the Contracting Authority and the dependency ancillary activities; critical path(s), with a slack of 0 (zero) business days;2. The schedule must in any event provide insight into the following matters:<ul style="list-style-type: none">• The activities procurement, delivery time, transportation, delivery documentation, implementation SIT.3. The schedule must be accurate:<ul style="list-style-type: none">• on a monthly basis overall;• on a weekly basis for the next four months (ongoing);4. The schedule is meticulously coordinated with the Contracting Authority, in which respect the basic principle is that the Contracting Authority must inform the Contractor 12 months prior to delivery when the radar must be delivered.	PL010
PL110	<p>The Contractor must take all necessary measures to ensure that the deliveries take place and the work is performed in accordance with the schedule in section 2.3, including agreements made. The Contractor must maintain the schedule and submit an updated version every two months, in which:</p> <ol style="list-style-type: none">1. the agreed work and additional agreed work;2. the progress line;3. a summary of measures taken to safeguard the schedule.	PL010



	The up-to-date schedule must be submitted to the Contracting Authority every two months as part of the progress report.	
PL120	<p>The Contractor must promptly notify the Contracting Authority if the delivery or provision of a product or service identified in the schedule will change more than 1 week from the date included in the latest version of the schedule known to the Contracting Authority.</p> <p>If such a situation occurs, the Contractor must register this in the progress report and indicate at the next progress meeting what the cause is and what control measures the Contractor has taken to remain in compliance with the Contract.</p>	PL010

3.2 Financial Management (FM)

FM010	The Contractor must perform the work regarding financial management as such that the payments are proportionate to the work and implementation of the Contract.	PB010
B-FM100	In addition to Articles 14 and 15 of the ARBIT 2022 the requirements and provisions of this section apply with regard to the payment arrangement.	FM010
B-FM110	In this payment arrangement, "Fee" is understood to mean the total amount referred to in Clause 7 of the Supplementary Agreement.	FM010
FM120	The sum of the financial values of all payment items must be equal to the Fee.	FM010
FM130	The Contractor specified the Fees for standard deliveries on the price form.	FM010

3.2.1 Payment

FM200	<p>Payment takes place after:</p> <ul style="list-style-type: none">• Performance of On Site Demonstration (OSD), fixed amount;• Successful SAT: 80% of the price of 1 specimen• Delivery of the Handover File and Completion File: 20% of the price of 1 specimen• Optional: Set-off on the basis of the agreed hourly rate x the necessary amount of hours per radar to arrange for training of the parties responsible for the installation and integration of the radar system• Optional: Set-off on the basis of the agreed hourly rate x the necessary amount of hours per radar to arrange for training of the party that is responsible for the management and maintenance of the radar.	FM010
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FM210	Payment of invoices that meet the requirements referred to in Article 14 of the ARBIT2022 takes place within 30 days after receipt of these invoices at the address referred to in the Basic Agreement.	FM200
FM220	The compensation of interest as referred to in Article 15 of the ARBIT 2022 takes place in accordance with Article 6:119b of the Dutch Civil Code.	FM200

3.2.2 Mini competition Supplementary Agreements(MC)

MC010	The Contracting Authority or mandated person of the Contracting Authority requests an offer for an order of radars (including advice and support upon installing/integrating and including the commissioning) at the Contractor via an Order Form with reference to the case number 31211138 of the Framework Agreement between RWS and the Contractor, see appendix Order Form Radars.	PB010
MC020	The Contractor has an obligation to provide an offer at the request of the Contracting Authority.	MC010
MC030	The offer is no less favourable than the Registration for the Framework Agreement submitted by the Contractor:	MC010
MC040	The Contractor must provide a Supplementary offer to the Contracting Authority within 25 business days from the date of the Further call for competition to the address included in the Appendix Contacts. The aforementioned term is a Deadline. The Offer is given to the Contracting Authority is free of charge.	MC010
MC050	If the Supplementary offer has not been received by the Contracting Authority within the provided term or it does not meet the requirements set, the Contractor will be deemed to not have submitted a Supplementary offer. The Contractor must provide with a motivated statement (report) within the stipulated period of five working days, stating the reasons why no tender can be submitted. This does not refer to a request for exemption.	MC010
MC060	The Contracting Authority can temporarily exclude a Contractor every time a Contractor does not provide a Supplementary offer at the request of the Contracting Authority thereto.	MC010
MC070	The aforementioned exclusion does not apply if the Contractor has submitted a substantiated request for exemption from providing a Supplementary offer and the Contracting Authority has honoured that request. The Contracting Authority will not refuse a request for exemption on unreasonable grounds.	MC010
MC080	The Contracting Authority must assess the Supplementary offer on the basis of the criteria included in the Contract	MC010



	Documents within 5 business days of the outcome of this assessment. A rejection of the Supplementary offer must be accompanied by a statement of the relevant reasons.	
MC090	If the Contractor repeatedly fails to provide a Supplementary offer, the Contracting Authority is entitled to dissolve the Framework Agreement.	MC010
MC100	If none of the Framework Contractors the Contracting Authority called for competition provides a Supplementary substantiated list offer in response to a request to that end by the Contracting Authority, the Contracting Authority may provide the contract to a third party.	MC010
MC110	A Supplementary Agreement ends after all obligations have been fulfilled.	MC010

3.3 Risk Management (RM)

RM010	The Contractor must perform the Work with regard to the risk management as such that the probability of any undesirable events or the consequences of any undesirable events are minimised for the Contractor and wherever possible for the Contracting Authority.	PB010
RM020	The Contractor must set up a risk register and keep it up to date.	RM010
RM030	In the risk register, the Contractor should at least: 1. identify and analyse risks; 2. link the risks to work packages and risk owners; 3. quantify risks; 4. identify and implement control measures; 5. evaluate the control measures after implementation.	RM020
RM040	The Contractor and the Contracting Authority, at appropriate moments, agree on risks and control measures together, paying mind to the implementation of control measures in relation to each other's risks.	RM030
RM050	The Contractor should include risks regarding software reliability in the risk register.	RM030 RM040

3.4 Foreign nationals, working conditions and foreign service providers

3.4.1 Complying with the Foreign Nationals (Employment) Act (AV)

AV010	Referring to Article 53 ARBIT-2022, the Contractor is considered to be familiar with the provisions of the Foreign Nationals (Employment) Act (<i>Wet arbeid vreemdelingen</i>) regarding the prohibition on aliens working in the Netherlands without a work permit, as well as the other obligations arising from that act. The Contractor must comply with the provisions	PB010
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	<p>of the Foreign Nationals (Employment) Act. The Contractor must also ensure that its independent auxiliary persons are made aware of and comply with the provisions of the Foreign Nationals (Employment) Act. The consequences and costs associated with compliance are borne by the Contractor. Also on behalf of the Contracting Authority, the Contractor keeps administrative records of all aliens present. These administrative records comply with Article 15 of the Foreign Nationals (Employment) Act. These administrative records contain copies of the identity documents and the work permits of all aliens present if necessary. The Documents must be updated, if necessary, and must be kept by the Contractor on behalf of parties including the Contracting Authority. The Contractor must verify the identity of the aliens on behalf of parties including the Contracting Authority. Proof of this verification must be recorded in the administrative records. For the benefit of the administrative records the Contractor can make use of electronic means. The Contractor must grant the Contracting Authority, or any persons appointed by it, access to the administrative records of the Contractor at the first request of the Contracting Authority. The Contractor must demonstrate to the Contracting Authority that it is compliant with the provisions of the Foreign Nationals (Employment) Act. During the performance of the Work the Contracting Authority will assess the Contractor's demonstrable compliance with the Foreign Nationals (Employment) Act as well as the obligations the Contractor performs on behalf of the Contracting Authority. The Contractor must include the "employment of aliens" on the agenda of any meeting where the progress report referred to in IN110 is discussed. For any violation of the Foreign Nationals (Employment) Act found by the Netherlands Labour Authority or any other body, penalties arising therefrom for the Contracting Authority will be borne by the Contractor and the Contractor indemnifies the Contracting Authority in this regard. The Contracting Authority will pass the tax charge for these penalties to the Contractor and the Contractor will reimburse these at the first request of the Contracting Authority or the Contracting Authority will set off these penalties against the next instalments or payments the Contracting Authority must make to the Contractor, without any notice of default being required.</p>	
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4 Environmental Management (*Omgevingsmanagement*, “OM”)

OM010	The Contractor must manage its Work, which means planning, organising, monitoring, controlling, reporting on and correcting its Work, such that the Deliverable will be achieved with minimum disruption to the environment and optimally fits its surroundings, in accordance with the requirements arising from the Agreement.	PB010
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4.1 Handling and limiting damage as a consequence of the Work (BS)

BS010	The Contractor must perform the Work such that the risk of damage to objects and/or the agricultural or other land belonging to the Contracting Authority and/or third parties is minimised and managed.	PB010
BS300	If there are any specific indications that the damage was or will be incurred, the Contractor must inform the Contracting Authority of all details regarding the manner of implementation and the Work that caused the damage.	BS010
BS310	Any damage due to the Contractor's own work must be repaired by the Contractor. The total damage is limited to the amount referred to in Clause 26(2) of the General Terms and Conditions.	BS300



5 Technical Management (TM)

5.1 General

TM010	The Contractor must perform its Execution Activities such that the Deliverable and the Work meet the requirements arising from the Agreement.	PB010
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5.2 Execution (UV)

5.2.1 Delivery

UV010	The Contractor must deliver the radar systems in conformity with the Tender Specification Requirements (VSE).	TM010
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5.2.2 Transport

UV100	The Contractor must transport radars to the Contracting Authority's target locations as specified in the Supplementary Agreement (Nadere Overeenkomst - NOK).	TM010
UV110	The Contractor must transport a radar to the Contracting Authority's target location only after the test report has been approved by the Contracting Authority in accordance with VV510.	UV100
UV120	The Contractor must deliver a radar just in time at the time specified by Contracting Authority.	UV100
UV130	<p>The Contractor must demonstrate in writing that the environmental conditions (e.g. tilting, moisture, shock, etc.) were monitored during transport, such that upon arrival at the target location it can be determined by Contracting Authority whether any harm was caused to the radar during transport.</p> <p><i>Explanation: The Contractor must take this into account that the equipment can be stored outdoors, and take measures.</i></p>	UV100
UV140	The Contractor must carry out the transport with the necessary, suitable and reusable transport packaging.	UV100
UV150	<p>The Contractor must secure approval for the export of the radars.</p> <p><i>Explanation: This will mainly apply to offshore radar systems.</i></p>	UV100



5.2.3 Commercial Operation

UV200	The Contractor must perform all calibration and configuration for the radar so that the radar is ready for integration with the system that extracts data.	TM010
UV205	The Contractor must carry out the commissioning in consensus with instructions and guidelines of the radar's manufacturer(s).	UV200
UV206	<p>The Contractor must carry out the commissioning twice for offshore radars, in consensus with instructions and guidelines of the radar's manufacturer(s).</p> <p><i>Explanation: The radar installation will be assembled and tested at the Offshore Expertise Center in Stellendam. The Contracting Authority will then transport the radar installation to the shipyard where it will be reinstalled and then transported offshore. Offshore, the Contractor will commission the radar again.</i></p>	UV205
UV210	The Contractor assists CRTE to achieve an integrated working system.	UV200
B-UV210	The Contracting Authority will conduct a test of acceptance with a senior end user and grant discharge for the commissioning.	UV200

5.2.4 Training

UV300	At the Contracting Authority's request, the Contractor must provide training to parties responsible for the installation and integration of radars and to parties responsible for management and maintenance.	TM010
UV310	On the Contracting Authority's request, the Contractor draws up a customised training plan.	

5.3 Verification and validation (VV)

VV100	The Contractor must carry out the Work relating to verification and validation (V&V) such that the results of the Work are explicitly and objectively demonstrably in consensus with the requirements for (parts of) the Deliverable and are suitable for the intended use of (parts of) the Deliverable.	TM010
VV110	The Contractor must draw up a V&V file and keep it up to date.	VV100
VV120	The Contractor must, at the Contracting Authority's request, provide the V&V file in the state it is then in.	VV110



VV130	The V&V file must contain at least the verifications and validations performed to date, the following elements of which are recorded: 1. the objects concerned; 2. the requirements concerned; 3. the type of V&V method; 4. the method of proof; 5. the assessment criterion (pass-fail criterion); 6. the reviewer (name and position); 7. the moment (date and time) when the verification or validation was performed ; 8. the conditions that influenced the verification and/or validation; 9. deviations of the V&V method compared to the planned method; 10. the objective result of the V&V activity (value) including supporting documents; 11. the result of the review (pass / fail).	VV110
VV140	<p>The Contractor must have each radar type offered in a mini-competition verified in advance by the Contracting Authority. The verification consists of Inspection (paragraph 5.3.1), an On-Site Demonstration (paragraph 5.3.2) and a System Integration Test (paragraph 5.3.3).</p> <p><i>Explanation: a radar type previously verified by Contracting Authority with a positive result does not need to be verified again.</i></p>	VV100
VV150	<p>The Contractor must subject each radar specimen delivered to Contracting Authority to a Factory Acceptance Test at the factory before transportation, and to a Site Acceptance Test at the target site as the concluding step of commissioning.</p> <p>The Contracting Authority will review and approve (or disapprove) the FAT report before the equipment is shipped.</p>	VV100

5.3.1 Inspection

VV200	The Contractor must provide documentation for a new radar type showing that the Contractor has carried out (or had carried out) tests for VSE-100, showing that the new radar type fully complies with VSE-100.	VV110
VV210	<p>The Contractor must provide a sample file in ASTERIX CAT240 format for a new radar type. The sample file is a capture file of a physical radar. The sample file must comply with the following specifications:</p> <ul style="list-style-type: none">• At least two minutes of data;• At least one object in view; <p>Compliant with ASTERIX CAT240, see requirements VSE-520 and VSE-521.</p>	VV110

5.3.2 On Site Demonstration

VV300	The Contractor must organise an On Site Demonstration (OSD) showing that a new radar type complies with VSE-100. The OSD is performed in accordance with the	VV110
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	<p>description contained in [BD] the Descriptive Document, paragraph 7.23.</p> <p><i>Explanation: In this context, new means radar equipment or configuration not previously offered.</i></p>	
VV310	<p>The Contractor is responsible for:</p> <ol style="list-style-type: none">1. Arranging the availability of test set-ups and test sites;2. Arranging access to test sites;3. Reporting on the tests.	VV300
VV311	<p>The Contractor must determine in consultation with the Contracting Authority whether location and radar are sufficiently suitable for implementation of the OSD.</p> <p><i>Explanation: the location and radar must in all reasonableness be sufficient to give confidence that VSE-100 is met. The radar must be sufficiently similar to the type offered.</i></p>	VV310
B-VV320	<p>The period during which the OSD is implemented will be determined in joint consultation with Contracting Authority, but will only be implemented after VV200 is successfully completed.</p>	VV300
B-VV330	<p>The further elaboration of the testing objectives of the OSD, as described in [BD] the Descriptive Document, will be carried out by the Contracting Authority.</p> <p><i>Explanation: the test objectives are all focused on VSE-100 and address a subset of the specifications belonging to VSE-100, appropriate to the chosen test site.</i></p>	VV300
B-VV340	<p>The Contractor will receive from the Contracting Authority a reimbursement of costs in the amount of EUR 12,100.00 incl. VAT per OSD. If an OSD has to be repeated because a previous OSD was unsuccessful, no costs will be reimbursed for this.</p>	VV300

5.3.3 System Integration Test

VV400	<p>The Contractor must cooperate in the preparation and execution of a System Integration Test (SIT) of a new radar type and the system extracting data. If desired by the Contracting Authority, the Contractor must provide support at the test site.</p> <p><i>Explanation: In this context, new means a radar system or configuration not previously offered.</i></p>	VV110
VV410	<p>The Contractor is responsible for:</p> <ol style="list-style-type: none">1. Delivery of a radar specimen, including transport to and from the Offshore Expertise Centre (OEC) in Stellendam;2. Assistance in the execution of the SIT.	VV400



B-VV420	The tests take place at the OEC in Stellendam. This may be deviated from in consultation with the Contracting Authority.	VV400
B-VV431	The SIT is executed within 10 weeks after an NOK is concluded in which this type is part of the delivery.	VV400

5.3.4 Factory Acceptance Test

VV500	Prior to the transport of a radar to the Contracting Authority's target site, the Contractor must conduct a Factory Acceptance Test (FAT) proving that the entire radar, with all its components and implemented software, is functioning correctly.	VV100
VV510	The Contractor must deliver a test report of the FAT to the Contracting Authority. The test report contains an overview of all tests carried out and the test results.	VV500

5.3.5 Site Acceptance Test

VV600	The Contractor must perform a Site Acceptance Test (SAT) as a final step of commissioning that demonstrates the radar is functioning, calibrated, configured and ready for integration with the system extracting data the VTS.	VV100
VV610	The Contractor must specify the SAT in a SAT protocol.	VV600
VV620	The Contractor must include all checks prescribed by the manufacturer of the radar (DI-022) in the SAT protocol.	VV610
VV630	The Contractor must record the test results of the SAT in a test report.	VV600

5.4 Providing data (*Leveren Gegevens*, LG)

LG010	The Contractor must perform the Work regarding the provision of data such that the data of the achieved Deliverable is correct, complete and performed in due time and is appropriate for the management and maintenance of the Deliverable.	TM010
LG020	Per radar the Contractor must prepare and notify the Contracting Authority of a Delivery File for Acceptance.	LG010
LG030	<p>The Delivery File must meet the requirements to this Tender Specification Process and must at least include the details in accordance with the "Contents of Delivery File" tables below.</p> <p><i>Explanation: "Contents of Delivery File" refers to Data Item: DI-001 up to and including DI-056, see sections 5.4.1 and 5.4.2</i></p>	LG020



LG040	The Delivery File for the Deliverable must align with the achieved Deliverable.	LG010
B-LG050	The Data Items in the sections below can be merged and split in consultation with the Contracting Authority.	LG010

5.4.1 System documentation

Data Item	Main Document	Must at least contain
DI-001	System specifications	<ul style="list-style-type: none">• Technical specifications, such as transmitting power E.I.R.P., gain, etc.• Data for modelling in a CARPET data model
DI-002	Component list	For all components: <ul style="list-style-type: none">• Brand model name, type number, version number• Identification• Mass and dimensions• In accordance with CY810
DI-003	Software list	For all software (radar and external tools): <ul style="list-style-type: none">• Name• Version number• Licence
DI-004	Statutory documents for delivery and export	To the extent applicable: <ul style="list-style-type: none">• Inspection certificates• CE certificate radar• Harmonized System codes (Please note: only applies to Offshore radars)• Certificate of Origin
DI-005	Materials report	
DI-010	STEP files (CAD drawings)	Please note: only applies to offshore radars
DI-020	Installation Plan	With reference to DI-002: <ul style="list-style-type: none">• Assembly regulations and drawings• Electrical data• Supply voltage and power (including power surge at start-up)• Connection diagrams (including grounding and lightning protection)• Electrical connection regulations and drawings• Network connection regulations and drawings• Software installation• Applicable system/software documentation• Construction drawings and diagrams



Data Item	Main Document	Must at least contain
		<ul style="list-style-type: none"> • Instruction for hoisting Details regarding mechanical installation and fastening means to be used
DI-021	Completion report Installer	<ul style="list-style-type: none"> • Installer checklist to demonstrate that the installation was carried out correctly
DI-022	Commissioning document	<ul style="list-style-type: none"> • Commissioning instruction • Applicable settings for configuration • Checks to be performed regarding correct commissioning
DI-023	Maintenance document	<ul style="list-style-type: none"> • Maintenance schedule for preventive maintenance • Necessary maintenance tools • Advice for the purpose of a maintenance plan.
DI-024	Recovery plan	<ul style="list-style-type: none"> • See CY820
DI-025	Backup and recovery plan	<ul style="list-style-type: none"> • See CY830
DI-030	User manual	<ul style="list-style-type: none"> • Management and operation of radar • Management and operation of monitoring tool(s) • Installing/uninstalling software radar • Installing/uninstalling software monitoring tool(s)

5.4.2 Test documentation

Data Item	Main Document	Explanation
DI-050	FAT report	<ul style="list-style-type: none"> • See VV510
DI-051	SAT test specification	<ul style="list-style-type: none"> • Acceptance protocol for the acceptance of commissioning by the Contracting Authority on the basis of tests that demonstrate that the installation and commissioning were carried out correctly • See VV610
DI-052	SAT test report	<ul style="list-style-type: none"> • See VV630
DI-053	OSD test specification	In accordance with section 7.23 of the Descriptive Document of case number 31211138
DI-054	OSD test report	In accordance with section 7.23 of the Descriptive Document of case number 31211138
DI-055	Test documentation	<ul style="list-style-type: none"> • See VV200
DI-056	Example file ASTERIX CAT240	<ul style="list-style-type: none"> • See VV210

5.4.3 Process Documentation



Data Item	Main Document	Explanation
DI-100	Project Management Plan	One-off per Framework Contractor
DI-101	Delivery register	Living document
DI-102	Change register	Living document
DI-103	Planning	Living document
DI-104	Register of risks	Living document
DI-105	Minutes of the progress consultations	After each progress consultation
DI-106	Minutes of technical consultations	After each technical consultation
DI-107	Minutes of project evaluation	After each mini competition
DI-108	List of independent auxiliary persons	Living document
DI-109	Progress report	
DI-110	V&V file	
D-111	Training plan for COE installation and integration	
D-112	Training plan for COE management and maintenance	
D-113	Cyber security plan	

5.4.4 Transport documentation

TD010	The Contractor must submit all documentation and information required for the export of the radar.	TM010
TD020	The Contractor must submit the Certificate of Origin required to export the radar system.	TD010

5.4.5 Preparing Completion & Handover File (OP)

OP100	Prior to handover, the Contractor must prepare and notify a completion & handover file to the Contracting Authority.	LG010
OP110	The Contractor must use the completion & handover tile to demonstrate that all obligations have been met in relation to the Requested Deliverable.	OP100
OP120	The completion & handover file must at least contain: a list of all delivery files provided; a list of all reports/documents/plans provided; proof that the BMS has been updated or the latest changes for this BMS have been delivered; list of all materials supplied, containing at least:	OP100



	<ul style="list-style-type: none">• Name (e.g. antenna)• Brand, model and version• Serial number• Technical lifetime• Delivery year <p>To be determined in consultation with the Contracting Authority</p>	
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5.5 Cybersecurity (CY)

CY010	The Contractor must perform the Work regarding cyber security as such that the danger or damage caused by disruption, failure or misuse of ICT and IA is prevented.	TM010
CY011	If the obligations from the requirements regarding cyber security are contrary to the other requirements regarding the Deliverable, the Contractor must inform the Contracting Authority of such and flesh out an alternative at the request of the Contracting Authority.	CY010
CY020	The Contractor must describe its Work regarding cyber security and inform the Contracting Authority of this process description (cyber security plan), which provides substance to the above requirement CY010 and at least to all other underlying requirements. <i>Explanation: a concise plan will suffice.</i>	CY010

5.5.1 General

CY100	The Contractor must appoint a key officer who is responsible for the Work with regard to cyber security.	CY010 PM120
CY130	The Contractor must, for all management objects equipped with ICT and IA, implement the cyber security measures from appendix [CSIRO] "Cybersecurity Implementation Guideline Objects" to this Tender Specification Procedure that fall under cyber security resistance level 1, unless a different cyber security resistance level was indicated for an object.	CY010
CY140	If appendix [CSIRO] "Cybersecurity Implementation Guideline Objects" to this Tender Specification Process does not provide cyber security measures for the implementation of the cyber security requirements, the Contractor must follow NEN-ISO/IEC 27002 (Code for Information Security) and/or parts of the IEC 62443 standards (Industrial Automation and Control Systems (IACS) Security).	CY010
CY160	If the Contractor temporarily fails to meet the cyber security requirements, the Contractor must treat such as a deviation in the context of their quality management system and the Contractor must notify the Contracting Authority of this deviation report and include it in the cyber security file.	CY010



5.5.2 Handling cybersecurity incidents

CY240	The Contractor should cooperate in collecting, preserving and making available cybersecurity evidence as appropriate.	CY010
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5.5.3 Handling personal data

CY300	In the context of the General Data Protection Regulation (GDPR), the Contractor must treat the personal data and other data that can be traced back to natural persons, including camera footage, in a lawful manner.	CY010
CY310	If the Contractor saves and/or processes the personal data and other data that can be traced back to natural persons, including camera footage, the Contractor must enter into a processing agreement with the Contracting Authority in accordance with the "RWS processing agreement" template which the Contracting Authority will make available to the Contractor after awarding the contract at the latter's request.	CY010

5.5.4 Handling information and Documents for ICT and IA

CY400	The Contractor must adhere to the document classification and associated security measures specified by the Contracting Authority with regard to the security of the information of the Contracting Authority and Documents in accordance with appendix CSR 1 "Handling Confidential Information and Documents" of appendix [CSIRO] "Cybersecurity Implementation Guideline Objects" to this Tender Specification Procedure.	CY010
CY410	The Contractor must secure that part of its information provision which is required for the Documents requested by the Contracting Authority and which is required for the processing of the information made available by the Contracting Authority, such that it is protected against loss, unauthorised access and unauthorised modification.	CY010
CY420	On the basis of a risk analysis, the Contractor must take measures against espionage such that the Documents related to ICT and IA, including documentation, offers, contracts, IP tables, network diagrams, models, drawings and calculations, are protected against loss and unauthorised access and unauthorised modification.	CY010
CY440	If the Contractor removes, reuses and/or destroys ICT and IA components and/or the information contained thereon, it must act in accordance with the Appendix CSR 23 "Removal and Destruction of Information and Equipment" of appendix [CSIRO] "Cybersecurity Implementation Guideline Objects" to this Tender Specification Procedure.	CY010



5.5.5 Securing logical and physical access

CY500	With regard to the awareness and training of (independent) agents, the Contractor must, in so far as relevant to their position, in accordance with section 2.6 "Measures Awareness and Training" of Appendix of appendix [CSIRO] "Cybersecurity Implementation Guideline Objects" to this Tender Specification Procedure, implement cyber security measures.	CY010
CY510	The Contractor presents the following Work: 1. design and construction drawings and construction calculations and/or; 2. security and safety documentation and instructions of: a. artworks; b. control buildings and areas; c. dynamic traffic management systems; d. ICT and IA; e. Cables and Pipes; or the Work: 3. within operating and technical areas of the aforementioned objects; 4. to ICT and IA itself; 5. to cables and pipes to be performed by (independent) auxiliary persons who have signed a confidentiality agreement and possess a Certificate of Good Conduct (<i>Verklaring omtrent het gedrag</i> , VOG) relating to the intended Work. Pending the outcome of the result of the application for a VOG, for a period of no more than six weeks after the start of the relevant Work, which term cannot be extended, a statement by the relevant (independent) agent themselves will suffice.	CY010
CY520	For access to management objects the Contractor must follow the appendix CSR 2 "Employee Access" in appendix "Cybersecurity Implementation Guideline Objects" to this Tender Specification Procedure.	CY010
CY530	The Contractor must ensure that its (independent) agents are aware of and will comply with the house rules and rules of conduct recorded in appendix CSR 17 "Security House Rules" in appendix [CSIRO] "Cybersecurity Implementation Guideline Objects".	CY520
CY560	The Contractor must provide a procedure and up-to-date record of: 1. the logical access to ICT and IA provide by the Contractor to the (independent) agents through accounts, authorisations and related resources; 2. physical access by the (independent) agents to ICT and IA-related spaces.	CY010
CY585	In order to carefully handle the accounts and associated passwords entrusted to it, the Contractor must act in accordance with appendix CSR 7 "Passwords" of appendix [CSIRO] "Cybersecurity Implementation Guideline Objects" to this Tender Specification Procedure.	CY010



CY590	The Contractor must use the access provided to it by the Contracting Authority (including tokens and passes that give access to management objects, data, ICT and IA) only for the purpose and the conditions under which these were provided, in which respect the security measures may not be circumvented.	CY585
CY595	The Contractor must return all operating resources made available by the Contracting Authority after they have ceased to be of service, but at least upon termination of the Agreement.	CY590

5.5.6 Connecting to the data network

CY600	With regard to the data network, the Contractor must act in accordance with appendix CSR 3 "Passwords" of appendix [CSIRO] "Cybersecurity Implementation Guideline Objects" to this Tender Specification Procedure.	CY010
CY630	Upon linking the peripherals to the Contracting Authority's ICT and IA, the Contractor must act in accordance with appendix CSR 4 "Safely linking the management and maintenance equipment to ICT and IA systems" of appendix [CSIRO] "Cybersecurity Implementation Guideline Objects" for protection against malware.	CY010

5.5.7 Connecting to the data network

CY720	With regard to the implementation of Changes to the existing ICT and IA, the Contractor must implement cyber security measures in accordance with section 2.8 "Controlled Change Measures" of appendix [CSIRO] "Cybersecurity Implementation Guideline Objects" to this Tender Specification Procedure, implement cyber security measures.	CY010
CY730	The Contractor must cooperate with any pen testing and performance of (automated) vulnerability scans of the ICT and IA by the Contracting Authority or a party engaged by it.	CY010

5.5.8 Cyber security deliveries

CY810	The Contractor must register all configuration items (CIs) of the ICT and IA in accordance with the appendix CSR 16 "Registering assets in a configuration management database (CMDB)" of Appendix [CSIRO] "Cybersecurity Implementation Guideline Objects" to this Tender Specification Process, in an Excel format provided by the Contracting Authority and deliver it to the Contracting Authority.	CY010
CY820	The Contractor must, in accordance with appendix CSR 15 "Recovery Plan" of Appendix [CSIRO] "Cybersecurity Implementation Guideline Objects" to this Tender Specification Process, prepare a recovery plan, which also	CY010



	covers a successful cyber attack on the ICT and IA (assume breach) and deliver it to the Contracting Authority.	
CY830	The Contractor will prepare and deliver to the Contracting Authority a protocol for backup and recovery, in accordance with section 2.10 "Measures Backups" and in accordance with the Appendix CSR 18 "Backup and Recovery" of the Appendix [CSIRO] "Cybersecurity Implementation Guideline Objects" to this Tender Specification Procedure.	CY010

5.6 Warranties (GA)

GA010	The Contractor issues a warranty for the parts of the Deliverable achieved by it, as referred to in the underlying requirements, during the period of one year after business-ready delivery. The warranty entails that the aforementioned parts of the Deliverable will remain compliant with the requirements arising from the Agreement for the term of the warranty period.	UV010
GA020	If it is found during the warranty period that a part of the Deliverable achieved by the Contractor does not or is no longer compliant with one or more requirements, the Contractor will repair or replace the part at a reasonable and fair period of time at its own risk and expense and at the first written request of the Contracting Authority, as such that the part will once again be (fully) compliant with the requirements.	GA010
GA030	The written notice by the Contracting Authority includes a reasonable period within which the Contractor must have commenced the repair or replacement and a reasonable term within which the repair work or replacement must be completed. If the Contractor fails to comply with the written notice by the Contracting Authority, the Contracting Authority will be entitled, without further demand or notice of default being required, to have the repair work or replacement performed by third parties at the expense of the Contractor.	GA010
GA040	The warranty obligation resting on the Contractor lapses in those cases where the Contractor can prove that a failure to meet the requirements is the result of factors that fall outside of its expense and/or risk.	
GA050	If during the warranty period or periods one of the parties finds defects in the Deliverable achieved by the Contractor or there are indications that these can be expected, it must inform the other party of such in writing. Article 12 ARBIT 2022 applies <i>mutatis mutandis</i> during the warranty period.	GA010
GA060	The Contracting Authority shall carry out (or have carried out) regular maintenance in relation to the Deliverable achieved by the Contractor, in such a way that safety for	GA010



	people and the environment is guaranteed and the performance of the Service is maintained.	
GA061	<p>The Contracting Authority will not rely on any warranties for components that fail as a result of:</p> <ul style="list-style-type: none">- normal ageing;- improper or negligent handling;- unusually excessive use;- failure to comply with operating and maintenance instructions;- modifications, repairs, installations or commissioning performed by third parties after acceptance of the Deliverable.	GA060
GA080	<p>The Contractor guarantees that electrical components, including industrial automation components, of the Deliverable can be maintained for at least 180 months after their first use.</p> <p>The word "maintain" is understood to mean the following: the chosen hardware must be able to be reordered from the manufacturer up to and including the specified date, or replaced by equivalent hardware where functionality is guaranteed without redesign or reprogramming.</p>	GA010



6 Procurement Management (*Inkoopmanagement*, IM)

IM010	The Contractor must manage the independent auxiliary persons in such a way as to ensure that the Work performed by independent auxiliary persons and the results thereof meet the requirements arising from the Agreement.	PB010
IM020	<p>If the Contractor has Work performed by independent auxiliary persons, the Contractor must notify the Contracting Authority, within the framework of Article 2.79 paragraphs 2 and 3 of the Public Procurement Act, of the following details of each independent auxiliary person as well as changes to those details as soon as they become known:</p> <ol style="list-style-type: none">1. The name;2. The contact details;3. The legal representatives. <p>This obligation does not apply to deliveries or to independent auxiliary persons contracted by independent auxiliary persons.</p>	IM010
IM030	If the Contractor wishes to have Work performed by independent auxiliary persons, the Contractor must carry out a quick scan in accordance with the manual "Quick scan for national security and public procurement" and notify the Contracting Authority of the result.	IM010
IM040	Acceptance by the Contracting Authority is limited exclusively to the circumstances listed in Part III of the European Single Procurement Document and in the Additional Self-Declaration on Russian Parties. If the Review reveals that the independent agent finds itself in one of the circumstances listed in Part III of the European Single Procurement Document or in the Additional self-declaration on Russian parties, the Contracting Authority may decide that: 1. the independent agent chosen by the Contractor is not accepted, and; 2. the Contractor is given the opportunity to find another independent agent to perform the relevant Work or to indicate that it will still perform the relevant part itself. If there is any indication for the Contracting Authority that an independent agent finds itself in one of the circumstances listed in Part III of the European Single Procurement Document, but as yet insufficient information is available to justify the exclusion of that independent agent, advice will be sought from the Bureau BIBOB (see Article 8 of the BIBOB Act). The independent agent with regard to which advice has been sought will be informed by the Contracting Authority of the content of that advice. The provisions of this clause will not affect the Contractor's responsibility and liability for the correct and timely completion of the Deliverable. If an independent agent is not accepted by the Contracting Authority, this does not entitle the Contractor to any compensation, additional payment or extension of time. If	IM010



	<p>the Contractor has parts of the Work performed by independent agents and the value of the Work to be performed by the independent agent, excluding the value of the goods to be delivered, is greater than or equal to EUR 130,000, excluding turnover tax, the engagement of the independent agent must have been accepted in advance by the Contracting Authority. The Contractor will report the deployment of the independent agent to the Contracting Authority in good time and, in doing so, will notify the Contracting Authority of: 1. a European Single Procurement Document completed and signed by the independent agent, which is attached to this Tender Specification Procedure as Appendix B "Notification of the deployment of an independent agent" in PDF format, with parts A and B of part II completed and part III completed in full, and 2. the Contractor is given the opportunity to find another independent agent to perform the relevant Work or to indicate that it will still perform the relevant part itself.</p>	
IM050	<p>The Contractor will procure all the necessary equipment, materials, hardware and software products in a timely manner, ensuring that:</p> <ol style="list-style-type: none">1. All equipment/hardware and software is purchased in the name of the Contracting Authority and is fully transferable to the Contracting Authority or to a third party to be designated by the Contracting Authority;2. The agreements (procurement, maintenance, licensing, etc.) have been entered into in such a way that the Contracting Authority has an unlimited right of use for all licences with respect to all equipment, software, standard components and/or documentation and that the supplier(s) of the software provide the Contracting Authority with new versions of the software, security patches and reports of vulnerabilities;3. The Contractor will manage the agreements (purchase, maintenance, licensing, etc.) entered into by it with suppliers until they are transferred to the Contracting Authority, whereby it will keep full records of these agreements and amendments/additions thereto;4. The Contracting Authority will be provided with a complete list of all purchased products with further information such as, for example, version, type, model, number, term of licences, term of warranties and suchlike, with the bi-monthly progress report. <p>Immediately after the agreements, licences, etc. entered into with third parties, the Contractor will transfer them to the Contracting Authority.</p> <p><i>Explanation: The Contracting Authority itself wants to have all agreements, licences, etc. with the manufacturer/supplier at its disposal.</i></p>	





7 Referenes,Terms and Abbreviations

7.1 References

[BD]	Beschrijvend Document 'Landelijke aanbesteding radars' zaaknummer 31211138, datum 21-01-2025, versienummer 1.0
[CSIRO]	Cybersecurity Implementatierichtlijn Objecten, datum 23 april 2021, versienummer 2.4
[VSE]	Vraagspecificatie Systeem Eisen 'Landelijke Aanbesteding Nautisch Radars', levering Radarsystemen categorie Offshore, Coastal, Rivier en Objectbewaking. zaaknummer 31211138, datum 21-7-2025, versienummer 1.0

7.2 Terms

ASTERIX	Protocol "All-purpose structured EUROCONTROL surveillance information exchange", as specified by EUROCONTROL (see https://www.eurocontrol.int/asterix)
CAT010	ASTERIX category "Monosensor Surface Movement Data", as specified by EUROCONTROL (see https://www.eurocontrol.int/asterix)
CAT034	ASTERIX category "Transmission of Monoradar Service Messages", as specified by EUROCONTROL (see https://www.eurocontrol.int/asterix)
CAT048	ASTERIX category "Monoradar Target Reports", as specified by EUROCONTROL (see https://www.eurocontrol.int/asterix)
CAT240	ASTERIX category "Radar Video Transmission", as specified by EUROCONTROL (see https://www.eurocontrol.int/asterix)
IALA 1111	G1111 Establishing Functional And Performance Requirements For VTS Systems And Equipment, edition 2.0, December 2022
IALA 1111-3	G1111-3 Producing Requirements For Radar, edition 1.0, December 2022
New Network Facilities (NNV)	RWS's data transmission network
Radar System	A complete radar system is an installation capable of generating, transmitting and receiving radar signals, including processing systems to convert the received signals into a radar data stream.

7.3 Abbreviations

ARBIT	General Government Terms and Conditions for IT Contracts 2022 (<i>Algemene Rijksvoorwaarden bij IT overeenkomsten 2022</i>)
ASTERIX	All Purpose Structured Eurocontrol Surveillance Information Exchange
GDPR	General Data Protection Regulation



BIO	Government Information Security Baseline (<i>Baseline Informatiebeveiliging Overheid</i>)
CI	Configuration Item
CIV	Rijkswaterstaat Central Information Services
FAT	Factory Acceptance Test
IA	Industrial Automation
IALA	International Association of Marine Aids to Navigation and Lighthouse Authorities
LAN	Local Area Network
LRT	National Radar Team
LUV VTS	National Uniform Replacement Vessel Traffic System
MTBCF	Mean Time Between Critical Failure
NNV	New Network Facilities
OEC	Offshore Expertise Centre, Stellendam
Contracting Authority	Contracting Authority
Contractor	Contractor
Contractor management/maintenance	The contractor responsible for handling the management and maintenance of the radar system.
COE	Contractor Installation/integration; including responsibility for the installation, integration, management and maintenance of the radar system
CRTE	Contractor for Vessel Traffic Service
OSD	On Site Demonstration
PFU	Project-Follow-Up
PMP	Project Management Plan
PSU	Project-Start-Up
RDL	Radar Distribution Layer
RWS	Rijkswaterstaat, the Directorate-General for Public Works and Water Management of the Ministry of Infrastructure and Water Management.
SART	Search and Rescue Transponder
SAT	Site Acceptance Test
SIT	System Integration Test
SNMP	Simple Network Management Protocol
Certificate of Good Conduct	Certificate of Good Conduct
VSE	Tender Specification Requirements (<i>Vraagspecificatie Eisen</i>)
VSP	Tender Specification Procedure (<i>Vraagspecificatie Proces</i>)
VTs	Vessel Traffic Service

7.4 Appendices to the VSP

Appendix 06	Cybersecurity Implementation Guideline Objects
Appendix N	Notification of using an independent auxiliary person
Appendix O	Additional Tenderer's statement regarding Russian parties



Appendix A: Acceptance & Review List

A.1 Acceptance List

Re	
Project	Supply of Nautical Radars
Case number	31211138

Acceptance contains a list of the items of the Deliverable to be submitted by the Contractor for Acceptance.

1. Performance Delivery Radar
2. Handling transport
3. Delivery Advice
4. Delivery Support
5. Delivery of Completion File
6. Delivery of Training installation and Integration
7. Delivery of Training Management and Maintenance.

A.2 Review List

Re	
Project	Supply of Nautical Radars
Case number	31211138

This appendix contains a list of the items to be submitted by the Contractor for Review.

1. Project Management Plan (PMP)
2. Planning
3. Cybersecurity plan
4. Training Plan
5. V&V file