

Tender Instructions

Applicable to the National Open Tender for a Light Source

Contracting authority:

The Netherlands Organisation for Applied Scientific Research / TNO

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Definitions

In this document, certain capitalized words have a specific restricted meaning, as given below. In the case of nouns, the specific meaning applies to both singular and plural forms. Terms which do not appear in this list but which are defined by legislation, notably the *Aanbestedingswet* (Procurement Act 2012, amended 2016) take the meaning intended by that legislation.

Aanbestedingswet (Netherlands Procurement Act)	: the <i>Aanbestedingswet 2012</i> , effective 1 November 2012, as published in the Government Gazette 2012 no. 542; amended 1 July by Act of 22 June 2016 to amend Netherlands Procurement Act 2012 in connection with the implementation of European Directives 2014/23/EC, 2014/24/EC and 2014/25/EC; commonly referred to in English as the Procurement Act. May be abbreviated to 'AW'.
AIV-TNO 2014	: Algemene Inkoopvoorwaarden TNO, juni 2014 (General Purchasing Conditions TNO, June 2014)
Appendices	: Appendices to these Tender Instructions, viz. <ul style="list-style-type: none"> • A01 to A06 - prescribed templates to be used when preparing and submitting the Tender (bid) • B01 to B04 - prescribed templates to be used for the provision of information by one or more Third Parties e.g. evidential documents to support the Self-Declaration • C01 to C03 - documents and supplementary information which form part of the Tender Instructions but are not intended for submission to any external party.
Award Criteria (singular: criterion)	: the requirements imposed by TNO with regard to the content of Tenders. Weighted scores are awarded for each requirement in order to select the Tenderer to whom the Contract is to be awarded. Further information can be found in Chapter 6.
Award Decision	: the decision taken by TNO whereby the winning Tenderer is to be invited to enter into a Contract; alternatively, the decision not to award the Contract to any party.
Call for Tender	: the announcement of a European/National (Public) Tender, usually on www.tenderned.nl .
Contracting authority	: The Netherlands Organisation for Applied Scientific Research (TNO).
Combination	: an alliance of companies or legal entities who submit a joint tender as if acting as a single entity. Each member of the alliance is jointly and severally responsible and liable in law for the effective performance of the Contract, if awarded.
Contractor	: the successful Tenderer to whom the Contract is awarded.
Contract	: the legally binding agreement between TNO and the Contractor, effected further to the outcome of the Tender procedure..
Eligibility Requirements	: the requirements imposed by TNO on all tendering parties not automatically excluded (under the mandatory Grounds for Exclusion), establishing minimum standards which must be met in order to be considered for the Contract.
Grounds for Exclusion	: reasons whereby a party is automatically deemed ineligible to take part in the Tender procedure. Depending on the contents of the tender documents and description, such reasons may relate to the (personal) circumstances of the Tenderer company, an officer of that company and/or a Third Party with a material involvement in the Tender and the proposed Contract. Mandatory Grounds for Exclusion are restrictions established by European legislation.

Minimum Requirements	: the minimum requirements imposed by TNO with regard to the provision of supplies, services or works, i.e. the manner in which the Contractor is to perform the activities specified by the Contract.
Memorandum of Information	: a document providing further information about the Tender procedure and/or the tender documents, compiled by TNO in response to queries it has received from Tenderers. (The queries are anonymized in the interests of confidentiality.)
Self-declaration	: the statement in the meaning intended by Art 2.84 para. 1 of the <i>Aanbestedingswet</i> , produced in accordance with the format of the European Single Procurement Document as given in Appendices A01 , A02 and B01 .
Tender	: the bid/proposal submitted by the Tenderer.
Tenderer	: an individual or legal entity submitting a Tender (bid) further to the Tender Procedure; also termed Tendering Party.
Tender Instructions	: the current document in which the Tender procedure is described.
Tender Procedure	: the European tendering procedure through which a Contract is to be awarded.
Third Party	: any natural person or legal entity upon whom a market party (the Tenderer) can call to meet the requirements of financial and economic capacity and/or technical and professional competence, regardless of the nature of the relationship between the market party and the Third Party.

1 Contracting Authority and Contract

1.1 TNO

The Netherlands Organisation for Applied Scientific Research, hereafter 'TNO', is a modern, theme-led Research & Knowledge organization. It was established in 1930 by Act of Parliament with the intention of maximizing the practical relevance of scientific research to the public sector, industry and society at large. The government of the day believed that this would enhance the innovative strength of the Netherlands and contribute to long-term economic growth.

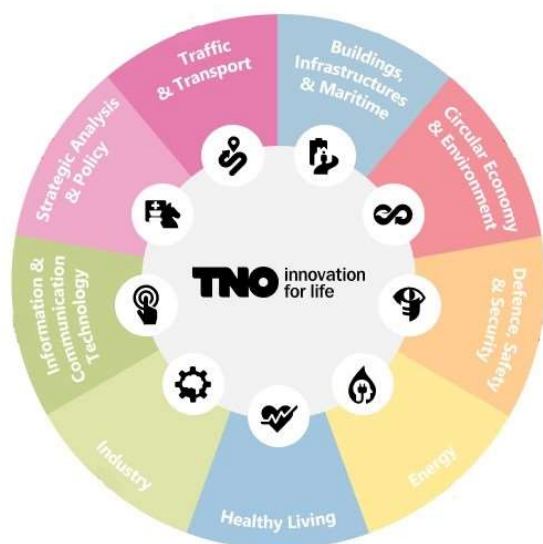
TNO is a national institution acting in the general interest and, for the purposes of European policy and legislation, is therefore a 'body governed by public law.' Although it operates under the formal responsibility of the Minister for Economic Affairs, TNO enjoys complete independence and autonomy in its day-to-day activities.

The organization has approximately 3,200 staff who work to develop and apply innovative knowledge. TNO conducts contract research on behalf of clients in all sectors, provides specialist advice and consultancy, and licenses the use of its many patents and the specialist software it has developed. TNO also tests and certifies products and services, issuing an independent quality assessment. The organization has spawned numerous commercial spin-offs to bring its innovations to market.

One of TNO's key strengths is that it brings various scientific disciplines together under one roof. Those disciplines combine and interact to create groundbreaking and sustainable new solutions. Increasingly, TNO seeks collaboration with partners in government and industry, working alongside knowledge institutions and societal organizations at home and abroad. Through its varied activities, TNO stimulates economic growth and social renewal. The organization's mission statement (as phrased in its 2015-2018 Strategic Plan) reads, "TNO connects people and knowledge to create innovations that boost the competitive strength of industry and the well-being of society in a sustainable way." Its objectives are encapsulated in the motto, "TNO, Innovation for Life". For further information, see: www.TNO.nl.

1.2 Organizational structure

TNO's high level of ambition demands an appropriate organizational structure and corporate culture. Staff must be given every support as they pursue innovation and productive cooperation. The current organizational unit structure is shown below:



All units are concerned with issues which are high on the national and European innovation agenda. The themes form the focus of the organization's nine units, each of which is responsible for acquiring and performing contract research relevant to its specific theme and innovation areas.

Staff of the various divisions and expertise areas are based at nine regional offices located throughout the Netherlands. The organization's head office is in The Hague and it is here that the central support departments ('Shared Services Organisation') are based.

1.2.1 Procurement

The Procurement Department oversees all purchasing, procurement and tendering procedures on behalf of TNO, doing so in close cooperation with TNO department Bright Materials Center located in Geleen.

As part of the Finance, Procurement & Legal (FPL) division, the Procurement Department is responsible for organizing and implementing all procurement processes in keeping with the corporate objectives of the organization.

1.3 Contract description

The purpose of the current Tender Procedure is to select one (1) Contractor to deliver a Light Source. The deliveries and the manner in which they are delivered must comply with the specifications and criteria given in the Tender documents, and notably the Programme of Requirements (see Chapter 8). There may be a combination of 'hard' and 'soft' requirements. The former are mandatory and must be met. The latter are in the nature of 'preferences' which should be taken into consideration to the greatest extent possible.

1.3.1 Current situation and assessment of future requirements

TNO published in ACS Omega 2019, 4,4,7369-7377 an article on how to convert CO₂ into CH₄. In this approach we use a Ru metal catalyst which facilitates methanation at a temperature below 250°C using also light as an energy light source.

For this purpose a continuous reactor is being made, and to fit this reactor we are now looking for a light source which meets the dimensions of this reactor.

1.3.2 Scope and content of the Contract

The Contract for the delivery of a Light Source relates to the provision of deliveries as specified in the Programme of Requirements and Preferences (Chapters 8) as applicable.

Further to the current Tender Procedure, TNO might have the intention, if tenderer makes a suitable offer, to issue a Contract for maintenance/services. In this perspective, TNO has divided maintenance/services into two types, namely "basic maintenance/services" and "all-inclusive maintenance/services" to gain this way, more insights in what Tenderer can offer. The price for the variation in maintenance/services must be submitted by the Tenderer in Appendix A04. For the developing of a proposal what exactly falls under the maintenance/services (for the relevant price, as included in appendix A04), TNO expects an proposal further specified in section 1.3.2.1

1.3.2.1 Maintenance/Services

TNO has divided maintenance/services into two different types, namely: basic and all-inclusive maintenance/services .

The price for the variation in maintenance/services must be submitted by the Tenderer in the price sheet (Appendix A04). For the elaboration of what exactly falls under the maintenance (for the relevant price, as offered in the price sheet), TNO expects an elaboration in Appendix A07 – Maintenance/Services (own format). TNO would like to receive a proposal for maintenance/services and this for the duration of 1, 2 and 3 years.

TNO expects Tenderer to develop the two types of maintenance/services. TNO will pay attention to:

"All-inclusive"

What is offered for the "All-inclusive" maintenance contract type. What exactly does Tenderer offer and how does this match with the wishes of TNO, such as but not limited to response times, service-desk reachability, additional service hours, prices for spareparts/consumables, etc. Make a preventive and corrective breakdown here. The maintenance time of the Light Source shall not exceed two weeks per year. Therefore, state the consequences of not achieving or not fulfilling the service level specified by the tenderer.

"Basic"

What is offered for the "Basic" maintenance contract type. What exactly does Tenderer offer and how does this match with the wishes of TNO, such as but not limited to response times, service-desk reachability, additional service hours, prices for spareparts/consumables, etc. Make a preventive and (if available) a corrective breakdown here. The maintenance time of the Light Source shall not exceed two weeks per year. Therefore, state the consequences of not achieving or not fulfilling the

service level specified by the tenderer. The entire answer should be no more than six (6) A4 pages. If the answer exceeds six A4 pages, the additional pages will be disregarded

Tenderers are allowed to offer other Maintenance/Services variants in addition to those requested. However, these will not be included in the assessment.

1.4 Socially responsible procurement

Sustainability is an extremely important aspect of TNO's core business. Much of our research is concerned with managing the economic, environmental and social impact of developments within our adopted themes. We do so using the 'roadmap' approach. In addition, we devote very close attention to the manner in which we can minimize the negative impact – and ideally maximize the positive impact – of our own operations.

We therefore attach great importance to social and environmental responsibility: People and Planet. We acknowledge that our staff are essential to our mission. The core values of TNO – integrity, independence, professionalism and social responsibility – underpin the organization's strategy and all its activities.

In terms of environmental responsibility, our policy centres on the spearheads of energy efficiency, reducing the carbon footprint of business travel, and sustainable procurement practice. Further information can be found in the TNO Sustainability Report which forms part of the TNO Annual Report.

Socially responsible procurement practice is therefore an intrinsic part of the procurement agenda. All procurement decisions are taken in consultation with the TNO budget holders and involve careful consideration of sustainability aspects. Where relevant and possible, the sustainability aspects will be translated into sustainability requirements and/or preferences which will be included in the Tender Instructions document.

In addition, we are open to suggestions which contribute to a higher level of sustainability requirements and/or preferences as formulated in chapter 8.

2 The Tender Procedure

The Tender Procedure is conducted in full compliance with the conditions of the Dutch *Aanbestedingswet* (Procurement Act), which in turn is based on relevant European legislation. TNO has opted to apply the National Open tendering procedure. This is because:

- i) based on the limited competition in the field to which the Contract pertains, a restricted number of Tenders are expected whereupon the National Open procedure is likely to be more (cost-)efficient; and
- ii) due to the cross-border interest of the project.

The Call for Tenders will be published on the TenderNed website at www.tenderned.nl.

2.1 Schedule

The proposed schedule for the Tender Procedure is as follows:

No.	Action	Deadline
1.	Publication of Call for Tenders (on www.tenderned.nl)	16-10-2020
2.	Final opportunity for interested parties to submit questions	02-11-2020, 10:00 uur (CET)
3.	Publication of (final) Memorandum of Information	06-11-2020
4.	Final date (and time) for submission of Tenders	13-11-2020, 14:00 uur (CET)
5.	Announcement of Intention to Award	24-11-2020
6.	Final date for submission of evidential documents by intended Contractor	01-12-2020
7.	Final date for lodging an objection	15-12-2020
8.	Confirmation of Contract Award	Close after 15-12-2020

Table 1 - Dates are indicative. TNO reserves the right to amend the schedule but will of course observe all legislative requirements

2.2 Tender conditions

2.2.1 Acceptance

The submission of a tender is confirmation that the Tenderer accepts all applicable conditions.

2.2.2 Formats

The Tenderer must use the templates and prescribed formats provided in the Appendices to the Tender Instructions. It is expressly forbidden to make any alteration to these templates without the prior consent of TNO.

2.2.3 Self-declaration

The Tenderer must complete and submit a Self-declaration (Appendix **A01** and, if applicable, Appendix **A02** and/or **B01**) according to the following instructions.

The Tenderer must use Adobe Reader to open and complete Appendix **A01**, **A02** and **B01** (the European Single Procurement Document; ESPD). Opening Appendix **A01**, **A02** and **B01** in any other program may result in the loss of information that has been pre-entered by TNO. The submission of a Self-declaration in any form other than that included with the original tender will exclude the entire tender from further consideration. The Tenderer bears sole responsibility for opening Appendix **A01**, **A02** and **B01** and for submitting the Self-declaration in the prescribed manner.

2.2.4 Order of precedence

Where any discrepancies between the contents of the various tender documents exists, the following order of precedence applies (in descending order of importance).

- Memoranda of Information, most recent first
- Tender Instructions and Appendices
- Call for Tenders.

2.2.5 Contact person and communication

All communication with respect to the Tender Procedure will only take place through Tendered and in a manner other than prescribed in this Tender Instructions.

If legal contact with TNO is required / necessary, communication only takes place at TNO's contact point below, which communication must always be done in writing via the e-mail address mentioned below.

Name : arjan.verhoeven@tno.nl
Position : senior buyer / contracting officer
Department : Procurement
Correspondence : P.O. Box 96800, 2509 JE, Eindhoven
Email : arjan.verhoeven@tno.nl

Tenderers can not derive rights from verbal statements, promises and suggestions from TNO employees or agents, made in connection with the Tender Procedure and / or tender documents. Tenderers can only rely on written information provided by or on behalf of TNO.

Failure to comply with the above conditions, or any attempt to influence the judgement or decisions of any person involved in the Tender procedure, will result in immediate disqualification.

2.2.6 Language

Tenders must be submitted in the Dutch or English language. Tenders submitted in other languages than the Dutch or English language will be excluded from further participation in this Tender procedure. Evidential documents which cannot be submitted in the English language, should be submitted in the original language but the Tenderer should be able to provide a (sworn) translation on request.

2.2.7 Multiple tenders

The submission of multiple tenders is not permitted. Each interested party may submit only one tender regardless of the capacity in which it does so (independent Tenderer, lead contractor, subcontractor or member of a combination). A group of companies, as defined by Article 2:24b of the Procurement Act, may submit only one tender unless it is possible to show that there is no dependent relationship between the companies, i.e. no company is able to influence the decisions or operations of another. It is only permissible for two or more companies within the same group to submit competing tenders if they can demonstrate their independence and confidentiality of information (the 'Chinese wall' principle) to the satisfaction of TNO by any means they consider appropriate. Companies forming part of the same group can submit a single tender which specifies their respective roles (lead contractor and subcontractor or acting as a Combination).

2.2.8 Combination

A Combination is defined as an alliance of companies which submits a tender as a single party.

Coordinator

Where a tender is submitted by a Combination, a Self-declaration (Appendix **A01**) must be completed by its coordinator, who must provide the following required information *with regard to the Combination itself*, in addition to the standard information required by the Self-declaration.

- (i) In Part IIA, under the heading 'Manner of Participation', tick the 'Yes' box to indicate that the Tender is being submitted on behalf of a Combination.
- (ii) In Part IIA, under the heading 'Manner of Participation' at 'If so', subsection a), the coordinator should state which of the eligibility requirements he fulfils (if applicable) and the specific tasks for which he is responsible.
- (iii) In Part IIA, under the heading 'Manner of Participation' at 'If so', subsection b), enter the official name(s) and legal structure of all other members of the Combination.
- (iv) If the Combination has been formalized and has a registered trading name, this should be entered in Part IIA under 'Manner of Participation' at 'If so', subsection c).

Other members

Each of the other Combination members must complete and submit a separate ESPD (Appendix **A01**) to include the following information regarding the Combination itself (in addition to all other required information):

- i) In Part IIA under 'Manner of Participation', tick the 'Yes' box to indicate that the Combination member is taking part in the Tender Procedure alongside other partners.
- ii) In Part IIA, under the heading Manner of Participation, subsection a), the Combination member should state which of the eligibility requirements he fulfils (if applicable) and the specific tasks for which he is responsible.
- iii) In Part IIA, under the heading Manner of Participation, subsection b), enter the official name(s) and legal structure of all other members of the Combination.
- iv) If the Combination has been formalized and has an official trading name, this should be entered in Part IIA under Manner of Participation, subsection c).

By submitting the tender, all members of the Combination accept joint and individual responsibility for the fulfilment of all obligations and responsibilities further to the Tender Instructions, the Tender Procedure and the Contract itself should this be awarded to the Combination.

2.2.9 Subcontractor

A partnership comprising a lead contractor and a subcontractor can submit a single Tender. The lead contractor is at all times responsible and liable in law for the proper performance of the Contract activities, including those delegated to the subcontractor.

- Use of subcontractor's credentials to fulfil Eligibility Requirements
If the Tenderer is reliant on the financial, economic, technical and/or professional capacity of a Subcontractor to fulfil the Eligibility Requirements, that subcontractor is also regarded as a Third Party. In such instances, the Tenderer must follow the instructions given in Para. 2.2.10 concerning reliance on the resources of one or more Third Parties.
- Subcontractor's contribution to fulfilment of Contract
Where the Tenderer meets all Eligibility Requirements unaided but nevertheless wishes to deploy a subcontractor to fulfil any part of the Contract, the following provisions apply during or after the Tender Procedure.
 - Requirements prior to Contract Award (during Tender Procedure)
The Tenderer must list any subcontractors to be involved in the Contract activities.

Instructions for the Tenderer when completing the Self-declaration (Appendix A01)

The Tenderer should state whether he does or does not intend to involve one or more subcontractors in the performance of the Contract by completing Part II D of the Self-declaration (Appendix **A01**).

- If there is no intention to involve a subcontractor:
The Tenderer should tick the box marked 'No' in Part II D of the Self-declaration (Appendix **A01**).
- If the Tenderer does intend to involve one or more subcontractors:
The Tenderer should tick the box marked 'Yes' Part II D of the Self-declaration (Appendix **A01**), and enter (only) the names of those subcontractors in the space provided beneath 'If so'.

Instructions for submission of evidential documents

At the request of TNO and within the period specified in Para. 7.1., the Tenderer who is identified as the Provisional Contractor (subject to confirmation by TNO) is required to submit the corresponding information that he submitted about himself (in Parts II A, II B and III of the Self-declaration) for all subcontractors listed in Part II D of the Self-declaration (Appendix **A01**). The Tenderer must provide this information by submitting a Self-declaration form (Appendix **B01**) in which the relevant sections have been completed by each subcontractor.

The subcontractor's Self-declaration (Appendix **B01**) must be duly signed by an authorized company officer. The Tenderer must establish the signatory's authority by enclosing a certified extract from the Chamber of Commerce Trade Register with the subcontractor's Self-declaration form (Appendix **B01**).

- Required action between notification of Award and commencement of Contract
Where the successful Tenderer intends to involve one or more subcontractors in the performance of the Contract, TNO must be informed, in writing, of the name or names of the subcontractors who are to perform the contract, of

the name of the duly appointed legal representative of each subcontractor, as well as the name, telephone number and email address of a contract person for each subcontractor. This information is to be provided no later than seven days prior to the date of commencement of the Contract that was agreed by TNO and the Contractor or subcontractor.

➤ Required action during performance of Contract

Any subcontractors engaged by the Contractor during the performance of the Contract must be approved by TNO. Such approval must be confirmed in writing before the subcontractor is permitted to begin work on the contract (or part thereof) assigned to him by the Tenderer. This provision applies where the Contractor was not required to name specific subcontractors during the Tender Procedure and where new subcontractors are recruited after the Contract work has commenced. If there are any changes to the information relating to a subcontractor, the Contractor or subcontractor must inform TNO immediately and in writing.

In order to approve a subcontractor, TNO must ascertain that none of the Grounds for Exclusion listed in the original Tender Procedure apply. TNO may require the Contractor or subcontractor to submit evidential documents to establish that this is the case. The documents to be requested by TNO are limited to those listed in Section 5. 1 of the Tender Instructions.

If TNO determines that one or more Grounds for Exclusion does indeed apply to the subcontractor, approval will not be granted. TNO will allow the Contractor to propose another subcontractor, whereby the same approval procedure will be followed. TNO will hold the Contractor and subcontractor(s) responsible for the correct and timely execution of the Contract, regardless of any delay due to a subcontractor having been excluded from participation.

2.2.10 (no) Reliance on Third Party resources

The Tenderer may call upon the financial, economic, technical and/or professional capacity of one or more Third Parties. Where the Third Party is to provide financial resources, both the Tenderer and that Third Party are jointly responsible and liable in law for the proper execution of the Contract (if awarded).

Where the Tenderer calls upon the technical or professional capabilities of one of more Third Parties, those Third Parties must take an active part in the performance of the Contract activities (assuming that the Contract is indeed awarded to the Tenderer).

No reliance on Third Party resources

A Tenderer who does *not* intend to make any use of the financial, technical or professional capabilities of any Third Party should tick the box marked 'No' in Part II C of the Self-declaration (Appendix **A01**).

Reliance on Third Party capacity

A) Instructions for completion of Tender

If the Tenderer *does* intend to call upon the financial, economic, technical or professional capabilities of one or more Third parties, he should fill in Part II C of the Self-declaration (Appendix **A01**) as follows:

1. tick 'Yes' in the appropriate section
2. indicate *which* of the Eligibility Requirements will be met further to the involvement of the Third Party
3. state *how* the Third Party's involvement will fulfil the relevant Eligibility Requirement(s).

The Tenderer who intends to call upon the financial, economic, technical and/or professional capacity of one or more Third Parties should also provide:

4. a separate Self-declaration form (Appendix **A02**) for each such Third Party, in which parts II A, II B and III have been completed. The forms must be signed by the duly authorized legal representative of the Third Party concerned, and this person's authority to sign must be confirmed by means of a certified extract from the Chamber of Commerce Trade Register. Note that the extract does not have to be submitted at the same time as the Tender itself; TNO will request further information in accordance with the following provisions.

Addition requirement where Tender relies on the technical or professional capabilities of one or more Third Parties

5. Where the Tenderer intends to call upon the technical or professional capabilities of one of more Third Parties, a list of reference projects must be provided for each Third Party (in addition to that relating to the Tenderer). The list of Third Party reference projects should be compiled using the prescribed template provided as Appendix **A03**.

B) Instructions for Provisional Contractors who intend to call up the resources of one or more Third Parties

If the Tenderer selected by TNO and thus identified as the Provisional Contractor (subject to confirmation) intends to call upon the financial, economic, technical or professional capacity of one or more Third Parties, that Tenderer must submit the following documents on request, within the period stipulated in Para. 7.1 of the Tender Instructions:

1. A declaration produced and duly signed by each Third Party confirming that the Tenderer will have access to the resources stated. Where the Tenderer intends to call upon the financial and economic capacity of the Third Party, the declaration must be made using the template provided as Appendix **B02**. In the case of technical and/or professional capacity, the statement should be made using the template provided as Appendix **B03**.
2. A certified extract from the Chamber of Commerce Trade Register pertaining to each Third Party for whom a Self-declaration (Appendix **A02**) is submitted. The extract should confirm that the legal validity of the signature on the Self-declaration (i.e. the signatory is an authorized officer of the company concerned).
3. All evidential documents listed in Para. 5.1 for each of the Third Parties named in the Tender, confirming that none of the Grounds for Exclusion apply.

Supplementary provision for a proposed Contractor intending to call upon the financial and economic capacity of one or more Third Parties

4. If the Tenderer selected by TNO and thus identified as the Provisional Contractor intends to call upon the financial and economic capacity of one or more Third Parties, that Tenderer must, at the request of TNO and within the period stipulated in Para. 7.1 of the Tender Instructions, submit all documents listed in Para B (concerning '*Instructions for provisional contractors*') together with the evidential documents which establish that each of the Third Parties meets the Eligibility Requirements in respect of financial and economic status. (This replaces the requirement for the Tenderer to submit evidence of its own financial and economic status.)

2.2.11 Alternative Tenders

The submission of alternative Tenders is not permitted. Alternative Tenders will be disregarded.

2.2.12 '...or equivalent'

Where the Tender documents, including Appendices, refer to any specific brand name, patent, type, model, manufacturing process, etc., the words '*... or equivalent*' should be understood to follow.

2.2.13 Reserved rights

1. TNO may, at its own discretion and without having to state reasons, decide not to award the Contract to any of the parties from whom Tenders have been received. Tenderers are not entitled to compensation for any form of loss or damage directly or indirectly incurred as a result.
2. TNO reserves the right to suspend or cancel the entire Tender Procedure. Tenderers are not entitled to compensation for any form of loss or damage directly or indirectly incurred as a result.
3. TNO reserves the right to subject all information provided by Tenderers to further scrutiny for the purposes of verification. Referees may be contacted without further notice.

The Tenderer is aware that the provision of false or incomplete information will result in disqualification from the Tender Procedure. Any agreements made prior to the discovery of the false or incomplete information will be revoked and contracts will be annulled. No compensation will be paid. TNO expressly disclaims liability for loss or damage howsoever caused.

2.2.14 Confidentiality

The Tenderer undertakes to treat all information which may affect the commercial interests or scientific integrity of TNO in the strictest confidence. Information is provided on a 'need to know' basis and must not be disclosed to any employee or agent of the Tenderer's organization or those of a Third Party (including consultants and subcontractors) unless such disclosure is essential to the effective preparation of the Tender or, where applicable, the proper performance of the

Contract. TNO acknowledges the confidentiality of all information provided in support of the Tender and undertakes not to disclose such information to unauthorized parties. However, Tenderers are advised that TNO is under a legal obligation to explain and justify the Award Decision, which may entail the disclosure of information pertaining to the Tenders received, both successful and unsuccessful.

2.2.15 Distortion of competition

Attempts to distort fair competition, such as collusion or cartel-forming, are grounds for disqualification. Where TNO has plausible indicators of any such attempt, the Tenderer will first be given an opportunity to prove otherwise. If, in the sole opinion of TNO, the Tenderer is not able to provide a satisfactory defence, he will be excluded from the remainder of the Tender Procedure.

2.2.16 Withdrawal of Tender

Once a Tender has been submitted it cannot be withdrawn. The Tender will remain in place throughout its period of validity.

2.2.17 Period of validity

The Tender represents a formal offer which must remain valid for sixty (60) days from the deadline for the submission of Tenders. This period of validity is automatically extended until the point at which the final Contract is signed with the Tenderer who emerges as the Provisional Contractor.

If an objection to the Award Decision is placed before the judicial authorities, the period of validity will (if necessary) be further extended by a period of thirty calendar days following the day on which the court returns its judgment.

2.2.18 Terms and Conditions of Contract

The Award of the Contract is to be effected by means of:

- TNO's General Terms and Conditions of Procurement, version of June 2014, as included as Appendix **C03**, except where the Tender Documents include alternative provisions, in which case the Tender Documents take precedence.

As provided by Para. 2.3 of the Tender Instructions, the Tenderer is able to propose amendments to the current General Terms and Conditions of Procurement. TNO will confirm the amendments to be made, which will be listed in the final Memorandum of Information. Acceptance of the final version of the amended Terms and Conditions of Employment is to be regarded as a minimum requirement. Failure to meet this requirement in full will result in exclusion from the remainder of the Tender Procedure.

The submission of a Tender indicates the Tenderer's full acceptance of all terms and conditions applicable at the time of submission.

2.2.19 Suppliers' Terms and Conditions; Provisional Tenders

TNO shall not be bound by any Terms and Conditions of Supply imposed by the Tenderer or by any Third Party, including but not restricted to subcontractors, auxiliaries or agents, at any time during the Tender Procedure or thereafter, during the performance of the Contract and related activities. An attempt to impose Terms and Conditions shall render the Tender provisional and hence invalid. Tenders which are deemed provisional for this or any other reason will be excluded from further consideration.

2.2.20 Legally valid signature

The Tender and all related documents must be duly signed in ink by an authorized representative of the Tenderer organization. The hard copy of each document is then scanned and uploaded to the TenderNed site. The signatory's authorization to sign must be established by means of a certified extract from the Chamber of Commerce Trade Register. If the signatory is not listed as an authorized representative of the Tenderer organization in the Trade Register, a mandate signed by a registered company officer must be provided. The extract and mandate must be submitted at the first request of TNO in accordance with the instructions and deadline stated in Para. 7.1 of the Tender Instructions.

The signature under the Tender also applies as a signature under the Self-declaration, Article 2.2.3, the form "ESPD".

2.2.21 Reimbursement of Tender costs

All costs incurred further to the production and submission of the Tender are to be borne by the Tenderer. TNO shall not provide any form of reimbursement.

2.2.22 Statement of prices and costs

Prices and costs must be stated in euros (EUR) and excluding Value Added Tax. The prices and costs are to remain applicable throughout the Contract term except where the Contract terms make alternative provisions. TNO wishes to make clear that price negotiations do not form part of the Tender Procedure.

Please include in your offer:

- Identify the percentage of risk and unforeseen reserve in the budget.
- Cost Breakdown and Risk Breakdown (own format).

2.2.23 Terms and conditions of payment

Proposed payments schedule:

- 80% after delivery at location TNO Eindhoven (further specified on the Purchase Order).
- 20% after installation and commissioning On-site and Site Acceptance Test (SAT) including test periods, approved by TNO Management and TNO Procurement.

2.2.24 Site Acceptance Test (SAT)

The SAT contains the following checkpoints:

- The Light Source will be checked for damages;
- The proper functioning of the equipment will be checked;
 - o Mechanical functions,
 - o Electrical safety- and switching functions,
 - o User interface(s), including software.
- The SAT includes testing all basic functions and the requirements as listed in the schedule of requirements section 8;
- The presence and quality of the documentation will be checked

A full acceptance test on-site of the contracted Tenderer must be performed by the Tenderer in cooperation with TNO.

The Light source assembly will be placed in a laboratory (see image1).

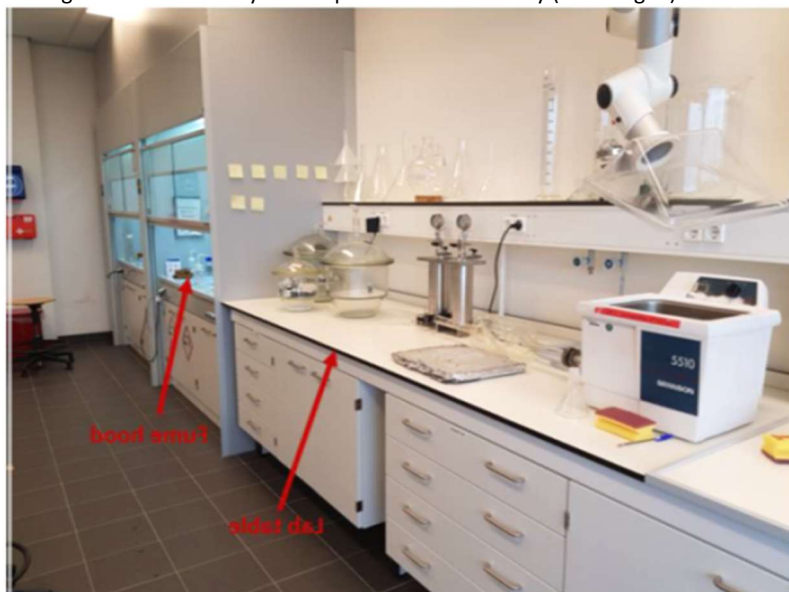


Image 1: View of location where the Lightsource can be placed.

It should be placed on a bench and an opening will be made in the fumehood, enabling the lightsource to emit light into the fumehood (see image 2; top view)

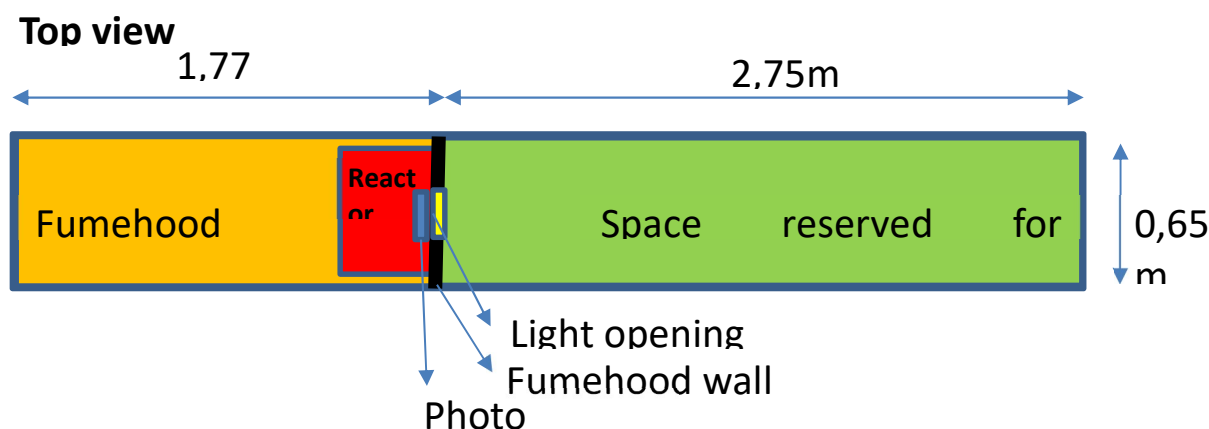


Image 2: top view

The Light will be able to enter the Reactor furnace, emitting on the reactor bed via a window in the furnace. This window will have a size of 25 cm width // height of 25 cm (see image 3; side view). The Reactor furnace setup will /can be raised by 15 cm. The opening will be in the center of it (looking from left to right) looking from bottom to top, the window will start at a height of 10 cm. The reactor itself (depicted as red) can then be placed in the center. The light source point of emission should be aligned with the reactor.

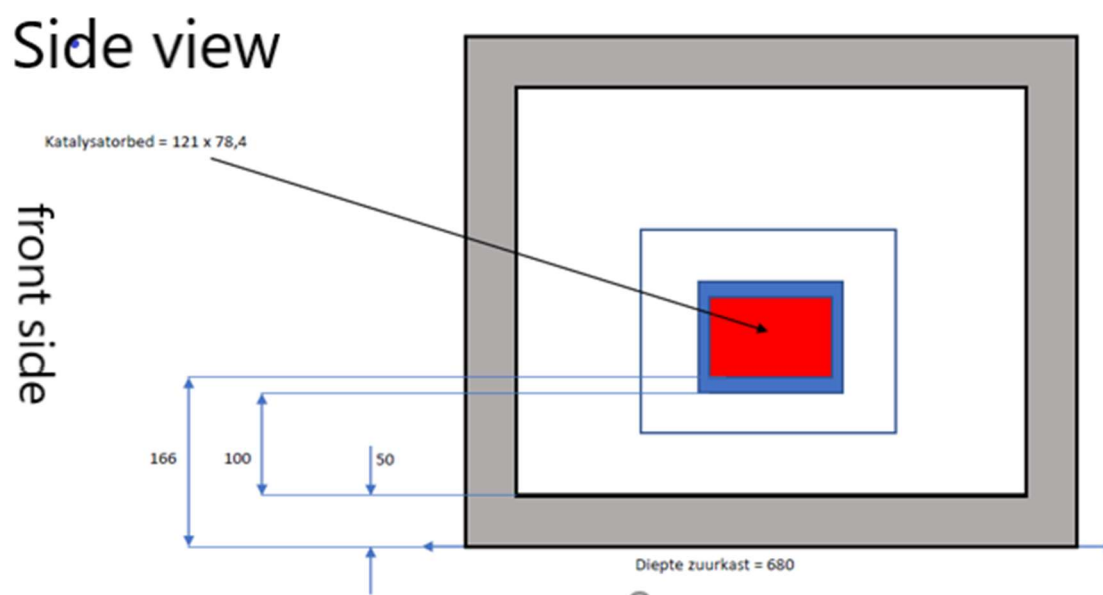


Image 3: Side view

Following approved acceptance test on-site, the delivered equipment shall be at the unrestricted disposal of the user for two months. If the system works according to the agreed specification and without faults or malfunctions during this time, the test period is approved. If not, the faults or malfunctions shall be amended and another test period of one month should successfully be completed and approved.

2.2.25 Failure in SAT

In the event that the Deliverables fail to meet the Acceptance Criteria for the SAT, as the case may be, the parties shall jointly set out such failures in a written statement, to be signed by both parties. Supplier shall provide Purchaser with a corrective action plan for such failures within fifteen (15) business days (or different period agreed to by the Parties) of the date of

signing of such statement. Supplier shall correct such failures at no additional charge within the timeframe laid down in the corrective action plan.

2.2.26 Publicity

The Tenderer and any partners and/or subcontractors of the Tenderer must not make any public statement or comment about the Tender Procedure, except with the prior written permission of TNO.

2.2.27 Intellectual property rights

Except where expressly permitted under Copyright Law or where necessary for the successful preparation of a Tender, no part of the tender documents may be reproduced in any form, by print, photocopy, DVD, CD-ROM, microfilm or other means, without the prior written permission of TNO. Tenders and all accompanying documents submitted further to the Tender Procedure become the property of TNO upon receipt.

2.2.28 Use of TNO logo

It is not permitted to copy, modify or otherwise use the TNO logo on any documents submitted by the Tenderer further to the Tender Procedure.

2.3 Further information (questions)

The Tender documents, including the Tender Instructions and Appendices, have been compiled with the greatest possible care. Interested parties are able to submit questions and requests for clarification at any time before the deadlines given in the schedule in Para. 2.1. The questions may relate to the contents of the tender documents or to the Tender Procedure itself. Clarification may be sought where there are any apparent ambiguities or discrepancies between documents. Further information should be requested within the stated period and in the manner described in this paragraph. A Tenderer who fails to request information on time and in the prescribed manner will forfeit his right to object to any identified defects at a later date.

During the period between the Call for Tenders and the information deadline, Tenderers may also submit grounded questions, suggestions for amendments to the text of the Tender documents, including the draft Contract included as Appendix **C02** and TNO's General Terms and Conditions of Procurement (Appendix **C03**). Suggestions should be restricted to textual improvements, editorial corrections and clarifications; they may not affect the essence of the Contract or the applicable Terms and Conditions. TNO reserves the right to act upon or reject such suggestions at its sole discretion.

Questions, comments and requests for supplementary information must be in Dutch. They must only be submitted in writing, in the form of an email, and must use the 'editable' MS Excel template provided in Appendix **C01**. The specific aspect of the documents or procedure to which the query refers should be clearly indicated using the drop-down menu in Excel. The file must then be submitted by email to the TNO contact person named in Para. 2.2.5.

IMPORTANT: Queries will not be accepted via the TenderNed system (even though it has a module for this purpose). All questions and requests for further information must be submitted directly to the TNO contact person.

The TNO contact person will compile one or Memoranda of Information which provide the answers to the questions submitted. The source of the questions will not be identified by name. The deadline for submitting questions is given in Para. 2.1.

The Memoranda of Information will be published at www.tenderned.nl in accordance with the schedule in Para 2.1.

All questions and the answers provided are to be regarded as an integral component of the Tender Instructions. In principle, the Tender Instructions document becomes definitive with the publication of the final Memorandum of Information.

TNO advises interested parties to delay submitting a Tender until the final Memorandum of Information has been published since it may include information which affects the content of the Tender.

Responsibility for reading and acting upon the Memoranda of Information in a timely manner rests with the Tenderer. If the production of the final Tender is jeopardized by technical problems affecting the TenderNed site, the Tenderer should contact the TNO contact person named in Para. 2.2.5, and TenderNed, without delay. If the TenderNed site is indeed 'down', TNO will implement an alternative course of action (subject to the provisions of the Procurement Act.)

TNO advises Tenderers to delay submitting a Tender until the final Memorandum of Information has been published. This may include information and details of changes to the Tender Instructions that affect the process of drawing up a Tender.

2.4 Disputes and applicable jurisdiction

All aspects of the Tender Procedure are subject to Dutch law. Any dispute requiring legal adjudication must in the first instance be placed before the Court in Interlocutory Proceedings in the District of The Hague, Prins Clauslaan 60.

Tenderers who object to (any part of) the Tender Procedure, (any part of) the information provided, or any other aspect directly or indirectly relating to the Tender Procedure and likely to affect its outcome, must bring their objections to the attention of the TNO contact person named in Para. 2.2.5 at the earliest possible opportunity.

The period in which a formal objection can be lodged against the Award Decision and/or the Tender Procedure is twenty calendar days from the date on which the Award Decision is issued. The objection must be made in writing and served at the registered business address of TNO within the twenty-day period. Where formal proceedings have not been instigated within the designated period, all rights shall lapse.

Any Tenderer wishing to lodge an objection or appeal is requested to notify TNO prior to commencing proceedings.

Where a court order challenging the Award Decision and/or the Tender Procedure is sought, in a timely and legally valid manner, the Tenderer to whom the Contract has been provisionally awarded is expected to intervene. If the Tenderer fails to do so, they will forfeit their right to a judicial procedure or to third-party proceedings if the judgment in the first instance requires TNO to amend or withdraw the Award Decision. It is in the interests of all parties to create clarity at the earliest possible opportunity and this requires all arguments to be presented openly and without delay.

2.5 Submission of the Tender

2.5.1 Digital submission

The Tender comprises all forms in Appendices **A01 to A05** which must be completed in full and signed by a legally authorized representative of the tendering organization. The formats given in the Appendices must be used. For the signature requirements, see Para. 2.2.20.

For the current tender procedure, TNO has opted to use the online TenderNed system. The completed Tender documents must be uploaded to the TenderNed secure document safe no later than **14:00 hrs on 13-11-2020**.

Tenders which are submitted beyond the published deadline or which are not uploaded to TenderNed's secure document safe in accordance with the instructions given in this document will be excluded from the remainder of the Tender Procedure. Responsibility for the timely and correct submission of documents rests with the Tenderer at all times.

Tenderers are urged to read the instructions on the TenderNed site, particularly those relating to the uploading of documents to the secure document safe. Note that the upload must be confirmed using the 'registration wizard' which has two-factor authentication requiring users to enter a code which has been sent to them as a text (SMS) message.

Tenderers are advised to allow ample time for the uploading of documents. If a technical problem occurs which places the timely submission of the Tender at risk, the Tenderer should immediately report this situation to TenderNed AND to the TNO contact person named in Para. 2.2.5. If TenderNed does experience a technical problem that makes it impossible for tenders to be submitted shortly before the deadline and TNO is unaware of any Tenders that, despite the technical problem, have been successfully uploaded to TenderNed's secure document safe, then TNO will extend the deadline for submission of Tenders, subject to the restrictions imposed by Article 2.109 of the Procurement Act.

TNO advises Tenderers to take note of the contents of Article 2.109a, further to which they should be prepared to submit an encrypted code identifying their Tender should there be any technical problem preventing the full Tender being uploaded to TenderNed.

2.5.2 Structure and presentation

The following instructions apply to the structure and presentation of the Tender submission:

Part A comprises the following documents (files):

Appendix A01 Self-declaration by Tenderer (European Single Procurement Document; ESPD)

Appendix A02 Self-declaration by Third Parties on whose resources or abilities the Tenderer Relies (European Single Procurement Document;)

Appendix A03 Prescribed format for reference projects

Appendix A04 Schedule of prices / charges

Appendix A05 Conformity list Programme of Requirements

All forms must be completed in full and then printed out. The paper hard copy is to be signed in ink by a legally authorized representative of the Tenderer organization and then scanned to create a digital (PDF) version.

The various PDF files (Appendices **A01** to **A05**) are to be placed in a single folder which must then be compressed ('zipped'). This folder should be named xxxx_**part A**, where xxxx is replaced by (part of) the name of the Tenderer organization. Upload this compressed folder to TenderNed's secure document safe.

3 Evaluation of Tenders and Tenderers

3.1 Evaluation team

A multidisciplinary team will be assembled to undertake the qualitative evaluation of the Tenders. Its members will include experts in the subject matter and processes involved. The team members evaluate the Tenders on the basis of quality alone; they are not informed of the financial aspects.

Each member of the evaluation team assesses the Tender against the qualitative (sub sub) award criteria, doing so independently and without reference to the other members of the team. A meeting is then held at which the individual evaluations are compared and discussed. The overall score given for each of the (sub sub) award criteria is the average of the individual scores.

3.2 Evaluation procedure

The evaluation procedure consists of several phases, as described in Chapters 4 to 8.

- Chapter 4** : Evaluation with regard to timely submission, form, presentation and completeness
- Chapter 5** : Evaluation against Eligibility Requirements and Grounds for Exclusion. These are mandatory provisions, whereby non-compliance will result in immediate and irrevocable exclusion from the remainder of the Tender Procedure.
- Chapter 6** : Evaluation against the Award Criteria. This is based on a numerical score for each material aspect.
- Chapter 7** : Evaluation of evidential documents which the Provisional Contractor is requested to submit to TNO.
- Chapter 8** : TNO's evaluation against the Minimum Requirements (with regard to Contract performance) and the Programme of Requirements (PoR).

The activities involved in the overall evaluation procedure are (in chronological order):

- Confirming timely submission; opening the TenderNed secure document safe; establishing the number of Tenders submitted.
- Evaluation of form, presentation and completeness.
- Evaluation against Grounds for Exclusion and Eligibility Requirements
- Evaluation against Minimum Requirements
- Evaluation of Tenders which have passed the preceding stages, against the Award Criteria.

Based on the overall evaluation, TNO will rank the Tenders in order. The Tender in first place is the Tenderer with the lowest Total Price (TP).

At any time during the evaluation procedure, TNO may contact a Tenderer to request clarification where necessary. Tenderers are expected to provide a response within 48 hours.

4 Evaluation of timely submission, form, presentation and completeness

4.1 Timely submission

The Tender must be submitted before the published deadline. Any Tender which fails to meet this requirement will be deemed invalid and excluded from further consideration.

4.2 Form, presentation and completeness

Tenders will be assessed in terms of completeness and compliance with the published instructions. The omission of required information will result in disqualification.

Tenders which are incomplete and/or fail to comply with the presentation instructions will be declared invalid and excluded from further consideration.

5 Evaluation against Grounds for Exclusion and Eligibility Requirements

5.1 Grounds for Exclusion

The Tenderer will be evaluated against the Grounds for Exclusion. The self-declaration (European Single Procurement Document) includes a section which requires the Tenderer to confirm that none of the Grounds for Exclusion applies. If one or more of the Grounds for Exclusion does apply, the Tenderer will be disqualified and excluded from the Tender Procedure.

Where any of the Grounds for Exclusion applies to any one member of a Combination, the entire Combination is excluded from the Tender Procedure.

Where the Tenderer calls upon the resources or abilities of one or more Third Parties, as described in Para. 2.2.10, and one or more Grounds for Exclusion applies to any of those Third Parties, TNO will disallow the involvement of that Third Party. The Tenderer will then be given an opportunity to find another Third Party able to provide the necessary resources. If the Tenderer is unable to do so within the allotted period, or if the replacement Third Party is also subject to any other Grounds for Exclusion, the Tenderer will be excluded from the remainder of the Tender Procedure.

In the first instance, a duly completed and signed Self-declaration form (Appendix **A01**) is enough to establish that none of the Grounds for Exclusion applies to the Tenderer. In the case of a Third Party, the Self-declaration form in Appendix **A02** is required. If the Tenderer is identified as the Provisional Contractor, further evidence will be required. At the request of TNO, that Tenderer must provide the following evidential documents within the period stated Para. 7.1. In the case of a Combination, each individual member of that combination must submit these documents within the period stated Para. 7.1. Where the Tenderer calls upon the resources or abilities of one or more Third Parties, the Tenderer must submit these documents on behalf of each Third Party within the period stated Para. 7.1.

The evidential documents in question are:

- A certified extract from the Chamber of Commerce Trade Register pertaining to the Tenderer, or in the case of a Combination, to each member individually. The extract(s) must be dated no more than six months prior to the date of submission.
- A certified extract from the Chamber of Commerce Trade Register pertaining to each Third Party on whose resources the Tenderer intends to rely. The extract(s) must be dated no more than six months prior to the date of submission.
- A Certificate of Good Conduct (GVA) by the Tenderer or – in the case of a Combination – of any combinant and/or – if the Tenderer appeals to one or more Third Parties – every Third Party to which the Tenderer appeals. The Certificate of Good Conduct (GVA) is dated no more than two years prior to the date of submission of the Tender. To apply for a procurement statement, the Tenderer, combinant and/or Third Party must consult the Justis website (www.justis.nl) and follow the instructions contained therein regarding the application for a Certificate of Good Conduct;
- A declaration issued by the Tax Administration of the Tenderer or – in the case of a combination – of any combinant and/or – if the Tenderer appeals to one or more Third Parties – every Third Party to which the Tenderer appeals. The declaration must at the time of submission of the Subscription not exceed six months to prove that the Tenderer, combinant and/or Third Party has fulfilled his obligations under applicable legal provisions applicable to him relating to the payment of national insurance premiums or taxes.

Tenderers are reminded that it can take several weeks to obtain some types of evidential document. It is therefore advisable to apply for them at the earliest possible moment. It will then be possible to produce the documents when required. It should also be noted that Tenderers are responsible for the timely submission of evidential documents pertaining to any Third Parties on whose resources they intend to rely. TNO therefore advises Tenderers to approach those Third Parties as soon as possible to make the necessary arrangements. Third Parties should be made aware of the time needed to obtain some documents.

A Tenderer who fails to submit the requested evidential documents (pertaining to himself or to any Third Parties) on time will be excluded from the Tender Procedure.

In a situation in which the provisional number 1 needs to be excluded in the procedure for this reason, the award criteria Price will be recalculated. This does not mean that the Tenderer who came second in the evaluation process automatically becomes the new number 1, this in prevention of the so-called ranking paradox. TNO shall thus after reassessment of prices with the remaining Tenderers redefine which Tenderer has submitted the most economically advantageous bid.

5.2 Evaluation of Eligibility Requirements

A Tenderer must be able to demonstrate the level of expertise and skill required to perform the Contract activities. These are termed the 'Eligibility Requirements'.

The Tenderer is evaluated against the Eligibility Requirements as formulated for the Tender. If the Tenderer intends to call upon the professional expertise of one or more Third Parties, as described in Para. 2.2.10, TNO will assess whether each of those Third Parties fulfils the Eligibility Requirements.

The Eligibility Requirements apply to several aspects: financial and economic capacity, technical and professional ability, and professional qualifications. The Tenderer and/or the Third Parties on whose capacity the Tenderer relies must meet all requirements in order to be considered for the Contract.

5.2.1 Financial and economic capacity

5.2.1.1 Insurance

The Tenderer must hold full liability insurance with cover of at least € 1.000.000 per event giving rise to damage or series of related events, or must be willing to meet this requirement if identified as the Provisional Contractor. The insurance cover must be in place for the entire term of the Contract.

In the first instance, a duly completed and signed Self-declaration form (Appendix **A01**) is sufficient to establish that this requirement has or will be met. If, for the purposes of the present Eligibility Requirement, the Tenderer intends to rely on the financial and economic capacity of a Third Party, a separate Self-declaration must be submitted using the template provided as Appendix **A02**.

At the request of TNO, the Tenderer identified as the Provisional Contractor must submit evidence, within the period specified, of adequate insurance cover in the form of the policy document or a certificate of insurance issued by a recognized insurance company, showing that the Tenderer is insured as required in the Tender documents. Where the policy document is in the name of a holding company, group or concern, the Tenderer must present a copy together with evidence that cover extends to the Tenderer organization.

Where the Tenderer is not (yet) in the possession of the insurance policy or a certificate of insurance issued by an insurance company, within the period specified, he must complete, sign and return a Declaration of Intent (Appendix **B04**). This is a statement to the effect that the Tenderer will obtain the required insurance cover and present the necessary evidential documents within **seven calendar days** of being notified that TNO intends to award him the Contract (see also Paras 7.1 and 7.2). It should be noted that this is a suspensory condition; failure to provide a copy of the policy or a certificate of insurance issued by the insurance company will result in the Contract offer being withdrawn. TNO will not issue confirmation of the Contract until the deadline for legal objections has passed or, if an objection is indeed lodged, it is overruled by the court. The Contract itself cannot be signed until TNO is in possession of evidence that the Tenderer holds the required insurance cover. In the absence of such evidence, TNO reserves the right to withdraw the Contract offer, whereupon the runner-up in the Tender evaluation process will assume first place and will be identified as the Provisional Contractor.

The prescribed document format for the insurance policy or certificate of insurance is enclosed as Appendix **B04**.

5.2.2 Technical and professional competence

The evaluation of technical and professional competence is an indicator of whether the Tenderer can be expected to perform the Contract activities to the required standard.

5.2.3 Professional authority

By completing the Self-declaration (Appendix **A01**) the Tenderer declares that he is registered in the relevant professional register or trade register, in compliance with all requirements of the member state in which he is based.

At the request of TNO, the Tenderer must provide the following evidential documents within the period stated in Para. 7.1:

- For companies registered in the Netherlands: an original certified extract from the Chamber of Commerce Trade Register should be submitted. This must be no more than six months old at the time of submission. Companies registered in another country should provide a comparable document in accordance with national legislation and practice.

- If the Tenderer is a legal partnership, extracts should be submitted for all parties who are included on the Trade Register, together with a declaration signed by all partners establishing the right of representation with regard to the Tender.
- If the Tenderer is a Combination, an extract should be submitted for each member.
- If the Tenderer intends to call upon the resources of one or more Third Parties or subcontractors, extracts should be submitted in respect of each Third Party or subcontractor.

6 Evaluation against Award Criteria

TNO will evaluate and rank the Tenders based on the Award Criteria 'lowest price'.

The Choice for 'lowest price' has been made because on top of the minimum (quality) requirements non-existent and minimal distinctiveness by potential market parties.

6.1 Lowest price

To allow an evaluation of the Tender by total price (the TP award criterium), the Tenderer should complete the schedule of prices and costs in Appendix A04. If this schedule is found to include omissions or inaccuracies, the entire Tender will be declared invalid and excluded from further consideration.

On completion, the schedule must be printed out, signed by an authorized representative of the Tenderer organization. It should then be added to the Tender. The Tenderer must adhere to the prescribed format. All sections must be completed.

When evaluating the Tender against the criterium of price, TNO will check that the schedule of costs and prices (Appendix A04) has been completed in full. A price quotation on the basis of the schedule must meet the following minimum requirements:

- 1) Prices and costs must be stated in euros, excluding VAT, and accurate to two decimal places.
- 2) Only the unit prices and rates which appear on the price schedule will be included in the evaluation. They will remain valid throughout the duration of the Contract. Prices which deviate from those stated in the Tender Documents confer no rights or obligations on either party during the actual execution of the definitive Contract.
- 3) Hourly rates are deemed to be 'all-in' amounts which include all costs associated with the service provision, including but not limited to travel and accommodation expenses, office costs and overheads. The Tenderer confirms that there will be no additional costs further to the performance of the Contract.
- 4) The schedule of prices must be completed in full. The Tenderer must use the MS Excel spreadsheet provided by TNO without any amendments or alterations.
- 5) The Tenderer is responsible for ensuring the accuracy of all figures and calculations.
- 6) All prices quoted by the Tenderer must be based on the contents of the Tender Documents and form a binding offer.
- 7) Specific minimum requirements and additional instructions for the completion of the Schedule of Prices can be found under the tab marked 'Additional Instructions'. Submission of the Tender indicates that the Tenderer accepts these conditions in full.

The lowest Total Price (TP) is assessed using the cumulative costs as defined by TNO and appearing on the schedule.

6.2 Award of Contract

6.2.1 Announcement of Award Decision

All Tenderers will be notified of the results of the evaluation and the Award Decision. Every effort will be made to ensure that this notification is given on the date stated in the Schedule in Para. 2.1.

The notification of the Award Decision will state which Tenderer has been selected as the Provisional Contractor and will give general reasons for the rejection of other Tenders. In the interests of confidentiality, TNO will not provide any information relating to the Tender price offered by the unsuccessful Tenderers.

6.2.2 Objections

A Tenderer who does not agree with the Award Decision may lodge an objection. He must do so within twenty (20) calendar days of the date of the Award Decision and in the manner described in Para 2.4.

6.2.3 Confirmation of Award

Once the period permitted for objections has elapsed, TNO will contact the winning Tenderer, as soon as possible, with a view to sending Tenderer a formal order, *unless* an appeal has been lodged with the judicial authorities. The Award is confirmed and is deemed to be final when TNO sends Tenderer a formal purchase order. Until the purchase order is sent out, TNO has no obligation, legal or otherwise, towards the Tenderer or any other party.

7 Evaluation of evidential documents and other documents

7.1 Submission of evidential documents and other documents

The Tenderer identified as the Provisional Contractor must submit all necessary documents and information in support of the statements made in the Self-declaration, as well as any other documents and/or information, within seven (7) calendar days of being requested to do so by TNO. (These documents in question are those supporting Appendices **B01** to **B04** and any others stipulated in the Tender Instructions and/or request for information.)

TNO will request the Provisional Contractor to submit the required evidential documents which will then be evaluated against the following criteria:

- Timely submission (within allotted period)
- Whether all requested documents have been provided and are complete. The absence of (part of) any document and/or other information may result in the disqualification of the Tender.
- Whether the documents support the Tenderer's eligibility, as claimed by means of the self-Declaration.

It is stressed that any Tenders which prove to include material errors or make claims which cannot be substantiated will be excluded from the Tender Procedure. Tenderers must therefore compile their Tenders with the utmost care and truthfulness.

7.2 Suspensory conditions

Where the Tenderer is unable to submit a copy of the required insurance policy or a certificate of insurance issued by a recognized insurance company within the period stated in the foregoing paragraph, but has nevertheless signed the Declaration of Intent in Appendix **B04**, and provided that the period permitted for objections has elapsed without any party notifying the intention to instigate legal action (or such action has been adjudicated in TNO's favour), TNO will notify the Tenderer of its intention to enter in a contract 'under suspensory conditions'. In practice, this means that the Contract may only be deemed final and valid if the Tenderer is able to submit a copy of the required insurance policy or a certificate of insurance issued by a recognized insurance company, showing that the Tenderer is insured as required in the Tender documents, within a period of seven (7) calendar days. The Contract will be finalized upon receipt of one or other of these documents.

If the Tenderer fails to submit either a copy of the insurance policy or a certificate of insurance issued by a recognized insurance company, the Contract will be deemed null and void. TNO reserves the right to approach the party whose Tender was ranked second in the Tender Procedure with a view to entering into a Contract.

8 Minimum requirements with regard to Contract performance (Programme of Requirements)

TNO will assess all Tenders against the Minimum Requirements which relate to the manner in which the Contract itself is to be performed. The Minimum Requirements imposed by TNO itself are listed in Chapter 8, the **Programme of Requirements** (PoR). By submitting a Tender, the Tenderer indicates his unconditional acceptance of all Minimum Requirements, including the terms and conditions stated in the Draft Contract (Appendix C02).

Tenders which do not comply unconditionally with all minimum requirements are deemed invalid and will be excluded from further consideration.

The Tenderer demonstrates the ability to meet the requirements by means of his answers to the various requirements, which must be structured in accordance with the instructions given in this Chapter. The Tenderer is obliged to use Appendix A05 for this purpose.

Activities further to the Contract must be performed in full accordance with the Tender Documents and the Tender submitted by the Tenderer. TNO wishes to stress that the requirements listed in the PoR form binding Contract conditions. Any amendments to the PoR made during the term of the Contract are to be implemented within the framework provided by the Contract. TNO will ensure that there is no material alteration to the Contract or the obligations it imposes on either party.

Chapter 1 of this document includes a description of current situation. It sets out the purpose and scope of the Contract and hence the purpose and scope of the PoR.

The Programme of Requirement is divided into the following sections:

- 8.1 General requirements
- 8.2 Technical requirements
- 8.3 Documentation
- 8.4 Export control

8.1 General requirements

Aspect 'Maintenance / Services'	
Provide a description and a reference of the service department so that it is clear that it meets the requirements.	
Requirement 8.1.1.	Tenderer must have a service department. - Confirmation of receipt of maintenance / or service request or complaint, within 2 days*. - Service request – Light Source down – within warranty, within 5 days* at site; - Service Request – Light Source down – after warranty, within 10 days* at site. * (office) hours and regular working days
Requirement 8.1.2	The service organization must be able to carry out all relevant (field) repairs too keep the light source fully operational during 50 weeks a year.
Requirement 8.1.3	To reduce down time, tenderer must keep all common replacement parts, critical replacement parts and consumables on stock. The tenderer must provide such a list as well as the prices, subdivided into the mentioned subgroups, and where the prices are fixed during the guarantee period as stated in the AIV-TNO, clause 11.1.
Requirement 8.1.4	All common replacement parts, critical replacement parts and consumables shall be available for at least 10 years after delivery of the SAT
Requirement 8.1.5	Tenderer must be able to supply telephone assistance through a service hotline during regular working hours. Tenderer must have a 5 working day warranty response time.
Requirement 8.1.6	All members of the Tenderer's staff who are responsible for the performance of the Contract must have an adequate command of written and spoken English. All correspondence will be conducted in English or Dutch.

8.2 Technical requirements

All equipment has to be purchased within 1 tender therefore the following equipment needs to be delivered

Aspect 'Technical requirements'	
Requirement 8.2.1	<p>The light-source has a spectrum resembling the solar spectrum.</p> <p>Clarification:</p> <ul style="list-style-type: none"> • It does not need to be an exact resemblance of the solar spectrum, a xenon-arc light source ,as is, would suffice, • However: we need to know the exact emission spectrum of the light source. <p>At least an emission spectrum between 350-2500 nm, emitting light in all these wavelengths.</p>
Requirement 8.2.2	The intensity of the light source should be variable between 3-12 sun intensities
Requirement 8.2.3	Target size is 200mm*200 mm
Requirement 8.2.4	<p>Uniformity +/-10% non-uniformity of irradiance</p> <p>The point to be measured the uniformity the direct at the light exit point.</p>
Requirement 8.2.5	The length of the simulator must not exceed the following dimensions 275 x 65 x 65 cm (Length x Depth x Height). It should be able to be placed on the lab-table in picture, where the point of light outcoupling should be via an opening in the side of the fumehood. Hereby the light should be traveling in the direction parallel to the length.
Requirement 8.2.6	It should be possible to align the Light source emission point with the reactor, for more information see §2.2.24
Requirement 8.2.7	In the design it should be foreseen that optical filters / long pass filters can be fitted (for instance for filtering out all UV below 400nm).

8.3 Documentation

Aspect 'Documentation'	
Requirement 8.3.1	<p>Documentation of third party hardware</p> <p>The Tenderer shall deliver certificates, CE declarations of conformity, and manuals for all the third party hardware that is part of the Light Source Assembly.</p> <p>Remark: Delivery of documentation is expected during SAT.</p> <p>Rationale: TNO quality requirement.</p>
Requirement 8.3.2	Safety document: A document should be included how to safely work with the high intensity light source, including a description of it hazards
Requirement 8.3.2	<p>The light source assembly system shall be delivered with a manual. This manual shall include the necessary drawings and electric layouts to perform simple troubleshooting and shall include basic operation instructions.</p> <p>Rationale: Necessary for simple trouble shooting or for operating the light source assembly.</p>
Requirement 8.3.3	<p>The light source assembly dimensions</p> <p>The Tenderer shall state all the dimensions of the Light source assembly in the tender document.</p>

Aspect 'Documentation'	
Requirement 8.3.4	Documentation: <ul style="list-style-type: none"> • Instruction manual • Maintenance manual including all required technical documentation for Preventive maintenance and Corrective Maintenance • Quick- start guide • List of spare parts including price for TNO • CE certification • Safety measures and their implementation using the setup
Requirement 8.3.5	All documentation must be available in English, both in PDF format and on paper.

8.4 Export control

Aspect 'Export control'	
Requirement 8.4.1	The offered Light source assembly and associated (necessary) accessories comply at all times with the applicable Dutch and European legal requirements, such as (but not limited to): NEN, EN and CE standards and their use including the working conditions - legislation. (93/42 / EEC);
Requirement 8.4.2	The Tenderer declares that goods are always provided with a valid CE marking upon delivery. The CE marking complies with all current and future European and Dutch legislation and regulations, even if the scope of the legislation and regulations changes in the period between the Contract awarding and the final delivery date;
Requirement 8.4.3	The Tenderer guarantees the continuity of delivery in the event of changes in European or national legislation, even if the scope changes.
Requirement 8.4.4	Tenderer complies with international sanctions and export control legislation.
Requirement 8.4.5	TNO does not accept additional costs resulting from the departure of the United Kingdom from the European Union. These (extra) costs include, but are not limited to, additional import duties, extra costs as a longer delivery time, exchange rate fluctuations, increased costs in the supply chain of the Contractor et cetera.

9 Appendices

All Appendices to the Tender Documents are published to accompany the Tender Instructions on www.tenderned.nl.

The Appendices fall into three categories:

A) To be submitted with Tender

- Appendix A01** Self-declaration by the Tenderer: European Single Tender Document (ESTD)
- *If the Tender is to be submitted by a Combination, a copy of Appendix A01 must be submitted by each member of the Combination.*
- Appendix A02** Self-declaration by all Third Parties on whose resources the Tenderer intends to rely: European Single Tender Document (ESTD)
- *Where necessary, a copy of this form should be provided for each Third Party on whose resources the Tenderer intends to rely.*
- Appendix A04** Schedule of Prices and Costs
- Appendix A05** Conformity list Programme of Requirements

B) To be submitted on request (evidential documents)

- Appendix B01** Self-declaration with regard to subcontractor(s) to be deployed during performance of Contract
- *Where necessary, a copy of this form should be provided for each subcontractor*
- Appendix B02** Declaration re. use of Third Party financial and economic capacity
- Appendix B03** Declaration re. use of Third Party technical and professional competence
- Appendix B04** Declaration re. insurance policy/certificate of insurance

C) Additional information:

- Appendix C01** Standard template for questions submitted by Tenderer
- Appendix C03** TNO General Terms and Conditions of Procurement, June 2014

Remarks

Some of the forms and templates listed above are made available as 'editable' MS Excel or MS Word files. This is to facilitate both their completion by the Tenderer and the subsequent evaluation by TNO, in accordance with Chapter 5. Some (sections of the) documents are secured in order to prevent unintentional or undesirable changes.

It is not permitted to make any alteration to the format or pre-completed content of any document. The format and text of all documents as included in the Tender Instructions and published on www.tenderned.nl will take precedence at all times.